

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED  
ON THE 16 DAY OF October , 20 20 .

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 2  
LOT: 2 BLOCK :  
50M-348 PLACE ST THOMAS 5  
CIVIC ADDRESS: 920 Lucerne Drive

PURCHASERS: Patrick Gorman, Siyan Bin & Brian Gorman

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: October 16, 2020

It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above mentioned Agreement of Purchase and Sale and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein and time shall remain of the essence.

DELETE: PURCHASE PRICE: \$488,194.50  
BALANCE AT CLOSING: \$463,194.50  
LESS H.S.T. AMOUNT: \$453,269.47  
SCHEDULE "G" DATED: December 3, 2020  
TARION SCHEDULE "B" DATED: December 3, 2020

INSERT: 680 dated: December 15, 2020 in the amount of: \$2,567.00  
NEW PURCHASE PRICE: \$490,761.50  
NEW BALANCE AT CLOSING: \$465,761.50  
NEW LESS H.S.T. AMOUNT: \$455,541.15  
SCHEDULE "G" DATED: December 18, 2020  
TARION SCHEDULE "B" DATED: December 18, 2020

Dated at Russell this 18 day of December , 2020

In the presence of:

WITNESS

DocuSigned by:  
Patrick Gorman  
DocuSigned by:  
Siyan Bin

WITNESS

DocuSigned by:  
Brian Gorman

Dated at this 18 day of December , 2020

VALECRAFT HOMES (2019) LIMITED

Per: Frank Nieuwkoop

Name: Frank Nieuwkoop

Title: Vice President

I HAVE THE AUTHORITY TO BIND THE CORPORATION  
REV: September 17, 2020

SCHEDULE "G"

HARMONIZED SALES TAX AND NEW HOUSING REBATE

1. The parties acknowledge that as at the date of this Agreement, Harmonized Sales Tax ("HST") is applicable to this transaction pursuant to the Excise Tax Act (Canada) (the "**Legislation**") and that, the Purchaser may qualify for the GST/HST new housing rebate (as is authorized by the Legislation from time to time) (**the "New Housing Rebate"**) in respect of this transaction.
2. The Purchaser is hereby advised that the Purchase Price listed in "Purchase Price" Section of this Agreement includes all HST and the New Housing Rebate applicable to this transaction (refer to maximum rebate allowance in Clause 8) as at the date this Agreement is signed by the parties. All sales taxes applicable to the transaction (including any applicable New Housing Rebate) will be calculated as of the closing of the subject transaction and will be applied in accordance with the Legislation. In the event that there is a change to the Legislation after the execution of this Agreement but prior to the closing of this transaction, the Vendor shall make all applicable adjustments to the sales taxes payable in this transaction in accordance with all applicable Legislation.
3. The Purchaser hereby irrevocably assigns to the Vendor the benefit of the New Housing Rebate, if applicable to this transaction.
4. The Purchaser hereby warrants and agrees that:

(a) The Real Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon closing and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place of residence prior to occupancy by the Purchaser;

(b) Purchaser will execute and deliver on closing such documents as the Vendor may require to confirm the warranties and agreements contained in this Schedule; and

(c) Purchaser will submit to the Vendor on closing, prior to or after closing at the Vendor's request, an application or applications in the manner and in the form prescribed containing prescribed information required by the Legislation for the New Housing Rebate
5. The Purchaser acknowledges that the Vendor has calculated the Purchase Price on the assumption that the New Housing Rebate will be applicable to this transaction. If for any reason the Purchaser does not qualify for the New Housing Rebate, then the Purchaser shall be fully responsible for paying to the Vendor the amount of such New Housing Rebate plus interest at the Bank of Montreal prime rate from the date the statement of adjustments is calculated plus any fees, penalties or damages imposed on the Vendor under the Legislation. For greater certainty, the Purchaser acknowledges that the New Housing Rebate described above is for individuals buying a new house or residential condominium as a primary place of residence for themselves or a relation. It does not include the rebate for HST which may be available to investors buying a new house or residential condominium as a rental property ( the **GST/HST "New Residential Rental Property Rebate"**). If the Property is being purchased for investment purposes, the Purchaser will not qualify for the New Housing Rebate and the Purchaser shall be responsible for paying to the Vendor an amount equal to the New Housing Rebate which has been included in the Purchase Price hereunder. All Purchasers buying a new house or residential condominium as a rental property are responsible for applying for the New Residential Rental Property Rebate after the closing of the subject transaction.

DS

PG

Purchaser

DS

SB

DS

BG

Purchaser

DS

FN

Vendor

6.       The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.
7.       The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely the amount of           \$455,541.15          . The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
8.       The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Dated at           Russell           this           18           day of           December          ,           2020          

DocuSigned by:

Patrick Gorman

08F994B2D420488...

DocuSigned by:

Siyan Bin

B2716EEFABA74EC...

PURCHASER

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:

Brian Gorman

08F994B2D420488...

PURCHASER

DocuSigned by:

Frank Nieuwkoop

A04F827301214EE...

PER:

          December 18, 2020            
DATE:

PROJECT:           PLACE ST THOMAS 5           LOT:           2



NON STANDARD EXTRAS (680)  
Place St. Thomas - Phase 5

PURCHASERS: Patrick Gorman, Siyan Bin and Brian Gorman

Printed: 17-Dec-20 4:59 pm

LOT NUMBER 2		PHASE 5	HOUSE TYPE 1015 THE MURRY ELEV C	CLOSING DATE 21-oct-21	
ITEM	QTY	EXTRA / CHANGE		PRICE	INTERNAL USE
23		1 - FOYER - UPGRADE EXTERIOR FRONT DOOR TO FULL SOLID FRONT DOOR - NO GLASS		\$ 75.00	Each
26735		Note: Front Door as per Sketch dated December 18, 2020			
24		1 - KITCHEN - SUPPLY & INSTALL OPTIONAL FLUSH BREAKFAST BAR ON KITCHEN ISLAND - STANDARD LAMINATE COUNTERTOP		\$ 882.00	Each
26736		Note: Kitchen as per Sketch dated December 18, 2020			
25 90826		1 - KITCHEN - CABINETRY - EXTEND FRIDGE UPPER TO APPROX. 2FT DEEP		\$ 181.00	Each
26737		Note: Kitchen as per Sketch dated December 18, 2020			
26		1 - GREAT ROOM - SUPLY & INSTALL TILE AT FIREPLACE HEARTH - STANDARD FIREPLACE TILE		\$ 152.00	Each
26739		Note: - Great Room as per Sketch dated December 18, 2020 - Olympia Regal 12"X12" Polished Grey NY.RG.GRY.1212.PL (Standard Square Install)			
27 22		1 - MAIN BATHROOM - TILE - WALL - INSTALLED ON 45 - INSTALLATION ONLY - - MAIN BATHROOM (18) - .		\$ 135.00	Each
26740		Note: Main Bathroom as per Sketch dated December 18, 2020			
28 22		1 - ENSUITE BATH - TILE - WALL - INSTALLED ON 45 - INSTALLATION ONLY - - ENSUITE BATHROOM - STANDARD (19) - .		\$ 135.00	Each
26741		Note: Main Bathroom as per Sketch dated December 18, 2020			
29 623		1 - KITCHEN - KITCHEN FAUCET - DELTA ESSA 9113 - AR - DST ARCTIC STAINLESS SINGLE HANDLE PULL-DOWN		\$ 475.00	Each
26742		Note: Kitchen as per Sketch dated December 18, 2020			
30		1 - ENSUITE BATH - DELTA LINDEN MONITOR 17 SERIES TUB & SHOWER TRIM WITH IN2ITION # T17494-I (CHROME)		\$ 266.00	Each
26743		Note: Ensuite Bathroom as per Sketch dated December 18, 2020			
31		1 - MAIN BATHROOM - DELTA LINDEN MONITOR 17 SERIES TUB & SHOWER TRIM WITH IN2ITION # T17494-I (CHROME)		\$ 266.00	Each
27515		Note: Main Bathroom as per Sketch dated December 18, 2020			
32		1 - - Clarification to #10 - Lauzon Engineered Hardwood - 6 1/4" Estate NATURAL - Standard Areas		\$ 0.00	Each
27632		Note:			

Sub Total	\$2,567.00
HST	\$0.00
Total	\$2,567.00

BG

DS  
FN

Vendor Initials:

DS  
PG

Purchaser Initials:

DS  
SB

PREPARED BY: Adam Bowman

LOCKED BY: Emma Cooper

PE 1,260-1

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_



NON STANDARD EXTRAS (680)  
Place St. Thomas - Phase 5

PURCHASERS: Patrick Gorman, Siyan Bin and Brian Gorman

Printed: 17-Dec-20 4:59 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
2	5	1015 THE MURRY ELEV C	21-oct-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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Payment Summary

<u>Paid By</u>	<u>Amount</u>
Amendment	\$2,567.00
<u>Total Payment:</u>	<u>\$2,567.00</u>

DocuSigned by:

Patrick Gorman

06E994B2D420488...

DocuSigned by:

Siyan Bin

B2748EEFABA74FC...

PURCHASER:

Patrick Gorman, Siyan Bin

DATE

PURCHASER:

Brian Gorman

DATE

DocuSigned by:

Frank Nieuwkoop

A04F827301214EE...

VENDOR:

PER: Valecraft Homes (2019) Limited

DATE: December 17, 2020

PREPARED BY: Adam Bowman  
LOCKED BY: Emma Cooper  
PE 1,260-2  
InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_



**Freehold Form  
(Tentative Closing Date)**

**SCHEDULE B  
Adjustments to Purchase Price or Balance Due on Closing**

**PART I     Stipulated Amounts/Adjustments**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

- 1. Preparation of transfer fee by Builder’s solicitor as stated in Clause #22 of the Agreement of Purchase & Sale.                 \$275.00 + HST= \$310.75

**PART II     All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

- 1. Land Transfer Tax based on final purchase price less HST as stated in Clause #22 of the Agreement of Purchase & Sale.
- 2. Property Taxes as per final statement of adjustments as stated in Clause #11 of the Agreement of Purchase & Sale.
- 3. Real Estate Transaction Levy Surcharge as per final statement of adjustments as stated in Clause #13 of the Agreement of Purchase & Sale.
- 4. Administrative charges to set up assessment roll number and change of records as per final statement of adjustments as stated in Clause #14 of the Agreement of Purchase & Sale.
- 5. Delay in Closing by Purchaser of \$150.00 +HST per day as per final statement of adjustments as stated in Clause #15 of the Agreement of Purchase & Sale.
- 6. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule “G” Clause # 8 of the Agreement of Purchase & Sale.
- 7. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #12 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 11 as a guide.
- 8. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated December 18, 2020.

Signed at Russell, this 18 day of December, 2020.

DocuSigned by:

Patrick Gorman  
06E994B2D420488...

**Purchaser**

DocuSigned by:

Siyan Bin  
B2716EFABAF74FC...

**Valecraft Homes (2019) Limited**

DocuSigned by:

Brian Gorman  
BBC5AD2800EC445...

**Purchaser**

DocuSigned by:

Frank Nieuwkoop  
A04F827301214EE...

**Per:**

December 18, 2020  
**Date:**

**Lot #:** 2 - Phase 5

**Project:**     **Place St. Thomas 5**

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED  
ON THE 16 DAY OF October, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 2  
LOT: 2 BLOCK :  
50M-348 PLACE ST THOMAS 5  
CIVIC ADDRESS: 920 Lucerne Drive  
PURCHASERS: Patrick Gorman, Siyan Bin & Brian Gorman

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: October 16, 2020

It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above mentioned Agreement of Purchase and Sale and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein and time shall remain of the essence.

DELETE: Registered Plan # 50M-XXX  
Schedule C-4 dated: October 16, 2020  
Schedule E dated: October 16, 2020

INSERT: Registered Plan # 50M-348  
Schedule E dated: December 18, 2020

Dated at Russell this 18 day of December, 2020

In the presence of:

WITNESS

DocuSigned by:  
Patrick Gorman  
08E994B2D420488  
DocuSigned by:  
Siyan Bin  
B2710EFABAF74FC...

PURCHASER

WITNESS

DocuSigned by:  
Brian Gorman  
B8C6AD28965C445...

PURCHASER

Dated at this 18 day of December, 2020

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:  
Frank Nieuwkoop  
Per: A04F827301214EE...

Name: Frank Nieuwkoop

Title: Vice President

I HAVE THE AUTHORITY TO BIND THE CORPORATION



Schedule “E”

Freehold Form  
(Tentative Closing Date)

Property- Place St. Thomas Phase 5  
Lot 2 - Plan 50M-348

Statement of Critical Dates

Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**  
**NOTE TO HOME BUYERS: Please visit Tarion’s website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion’s warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the Closing of your purchase.**

VENDOR Valecraft Homes (2019) Limited

PURCHASER Patrick Gorman, Siyan Bin & Brian Gorman  
Full Name(s)

1. Critical Dates

The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 21 day of October, 2021.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the 18 day of February, 2022.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the 20 day of June, 2022.

*If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.*

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as: the 21 day of February, 2023.

2. Notice Period for a Delay of Closing

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser’s consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the 23 day of July, 2021.

(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: the 19 day of November, 2021.

(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser’s Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on: the 23 day of March, 2023.

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

**Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).**

PURCHASER: Patrick Gorman, Siyan Bin, Brian Gorman  
Acknowledged this 18 day of December, 2020.  
PURCHASER: Frank Nieuwkoop  
VENDOR: Frank Nieuwkoop



Freehold Form  
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale  
Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	Valecraft Homes (2019) Limited			
	Full Name(s)		210-1455 Youville Drive	
	47491			
	Tarion Registration Number		Address	
	613-837-1104		Orleans Ontario K1C 6Z7	
	Phone		City Province Postal Code	
	613-837-5901		info@valecraft.com	
	Fax		Email*	
PURCHASER	Patrick Gorman, Siyan Bin & Brian Gorman			
	Full Name(s)		Russell Ontario K4R 1A2	
	30 Parklands Avenue		City Province Postal Code	
	Address		613-445-0410 / 613-700-3169	
	Phone		pclgorman@live.ca / bincecilia@gmail.com	
	Fax		Email*	

PROPERTY DESCRIPTION	920 Lucerne Drive		
	Municipal Address		
	Embrun Ontario K0A 1W0		
	City Province Postal Code		
	Lot 2 of Plan 50M-348, Embrun Ontario		
	Short Legal Description		

Number of Homes in the Freehold Project <sup>8</sup> (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision.  
If yes, the plan of subdivision is registered.  
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

☐ Yes ☐ No  
☐ Yes ☐ No  
☐ Yes ☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:  
(i) water capacity; and (ii) sewage capacity to service the Property.

☒ Yes ☐ No

If yes, the nature of the confirmation is as follows: Township of Russell





If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

- (c) A building permit has been issued for the Property.

☒ Yes ☐ No
- (d) Commencement of Construction: ☒ has occurred; or ☐ is expected to occur by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

\*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

			
Purchaser	Purchaser		Vendor



**Freehold Form**  
**(Tentative Closing Date)**

**SETTING AND CHANGING CRITICAL DATES**

**1. Setting Tentative Closing Dates and the Firm Closing Date**

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (d) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) above, must set out the stipulated Critical Date, as applicable.

**2. Changing the Firm Closing Date – Three Ways**

- (a) The Firm Closing Date, once set or deemed to be set in accordance with section 1, can be changed only:
  - (i) by the Vendor setting a Delayed Closing Date in accordance with section 3;
  - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
  - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Closing Date is set in accordance with section 4 or 5, then the new date is the “Firm Closing Date” for all purposes in this Addendum.

**3. Changing the Firm Closing Date – By Setting a Delayed Closing Date**

- (a) If the Vendor cannot Close on the Firm Closing Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 7.
- (b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date but not later than the Outside Closing Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event at least 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 7(c). If notice of a new Delayed Closing Date is not given by the Vendor before the Firm Closing Date, then the new Delayed Closing Date shall be deemed to be the date which is 90 days after the Firm Closing Date.
- (d) After the Delayed Closing Date is set, if the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Closing Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

**4. Changing Critical Dates – By Mutual Agreement**

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
  - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
  - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
  - (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

<sup>DS</sup>  
PG  
**Purchaser**

<sup>DS</sup>  
SB  
**Purchaser**

<sup>DS</sup>  
BG  
**Purchaser**

<sup>DS</sup>  
FN  
**Vendor**



**Freehold Form**  
**(Tentative Closing Date)**

- (iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:
- i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
  - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
  - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

**5. Extending Dates – Due to Unavoidable Delay**


- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party’s consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 7 is payable from the existing Firm Closing Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.


**EARLY TERMINATION CONDITIONS**


**6. Early Termination Conditions**

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement.      ☐ Yes ☒ No
- (d) If the answer in (c) above is “Yes”, then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed “Early Termination Conditions”:

  
Purchaser

  
Purchaser

  
Purchaser

  
Vendor



**Freehold Form**  
**(Tentative Closing Date)**

**Condition #1 (if applicable)**

Description of the Early Termination Condition:

**The Agreement of Purchase and Sale is hereby conditional upon the Plan of Subdivision being registered.**

The Approving Authority (as that term is defined in Schedule A) is: **The Township of Russell**

The date by which Condition #1 is to be satisfied is the **31<sup>st</sup> day of October, 2020.**

**Condition #2 (if applicable)**

Description of the Early Termination Condition:

**N/A**

The Approving Authority (as that term is defined in Schedule A) is: \_\_\_\_\_

The date by which Condition #2 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

*Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
  - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
  - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
  - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
  - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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Freehold Form  
(Tentative Closing Date)

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

- (a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the date of Closing; or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.
- (e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
  - (i) includes the Vendor's assessment of the delayed closing compensation payable;
  - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
  - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delay compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

- (a) On or before Closing, the Vendor shall deliver to the Purchaser:
  - (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
  - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):

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Freehold Form  
(Tentative Closing Date)

- (i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
  - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
  - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an “Occupancy Permit” means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor’s delay in Closing alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser’s monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

“**Business Day**” means any day other than: Saturday; Sunday; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year’s Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

“**Closing**” means the completion of the sale of the home including transfer of title to the home to the Purchaser, and “**Close**” has a corresponding meaning.

“**Commencement of Construction**” means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

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FREEHOLD TENTATIVE – 2020 VH2019 PST 5

Revised: September 9,2019

Page 7 of 12



**Freehold Form**  
**(Tentative Closing Date)**

“**Critical Dates**” means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

“**Delayed Closing Date**” means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.

“**Early Termination Conditions**” means the types of conditions listed in Schedule A.

“**Firm Closing Date**” means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.

“**First Tentative Closing Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.

“**Outside Closing Date**” means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.

“**Property**” or “**home**” means the home including lands being acquired by the Purchaser from the Vendor.

“**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

“**Second Tentative Closing Date**” has the meaning given to it in paragraph 1(c).

“**Statement of Critical Dates**” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

“**The ONHWP Act**” means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

“**Unavoidable Delay**” means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“**Unavoidable Delay Period**” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

**13. Addendum Prevails**

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

**14. Time Periods, and How Notice Must Be Sent**

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

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


**Freehold Form  
(Tentative Closing Date)**


**15. Disputes Regarding Termination**

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator’s own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser’s reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit [www.tarion.com](http://www.tarion.com)

  
Purchaser

  
Purchaser

  
Vendor



**Freehold Form**  
**(Tentative Closing Date)**

**SCHEDULE A**  
**Types of Permitted Early Termination Conditions**

**1. The Vendor of a home is permitted to make the Purchase Agreement conditional as follows:**

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
  - (ii) a consent to creation of a lot(s) or part-lot(s);
  - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
  - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
  - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
  - (vi) allocation of domestic water or storm or sanitary sewage capacity;
  - (vii) easements or similar rights serving the property or surrounding area;
  - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
  - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
  - (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
  - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
  - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
  - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
  - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
  - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

**2. The following definitions apply in this Schedule:**

**"Approval"** means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and Closing of the property for its intended residential purpose.

**"Approving Authority"** means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

**"Freehold Project"** means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

**3. Each condition must:**

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

**4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:**

- (a) receipt of a building permit;
- (b) receipt of an Closing permit; and/or
- (c) completion of the home.

PG

SB

DS  
BG

DS  
FN

Purchaser

Purchaser

Vendor



**Freehold Form  
(Tentative Closing Date)**

**SCHEDULE B  
Adjustments to Purchase Price or Balance Due on Closing**

**PART I     Stipulated Amounts/Adjustments**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

- 1. Preparation of transfer fee by Builder’s solicitor as stated in Clause #22 of the Agreement of Purchase & Sale.                 \$275.00 + HST= \$310.75

**PART II     All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

- 1. Land Transfer Tax based on final purchase price less HST as stated in Clause #22 of the Agreement of Purchase & Sale.
- 2. Property Taxes as per final statement of adjustments as stated in Clause #11 of the Agreement of Purchase & Sale.
- 3. Real Estate Transaction Levy Surcharge as per final statement of adjustments as stated in Clause #13 of the Agreement of Purchase & Sale.
- 4. Administrative charges to set up assessment roll number and change of records as per final statement of adjustments as stated in Clause #14 of the Agreement of Purchase & Sale.
- 5. Delay in Closing by Purchaser of \$150.00 +HST per day as per final statement of adjustments as stated in Clause #15 of the Agreement of Purchase & Sale.
- 6. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule “G” Clause # 8 of the Agreement of Purchase & Sale.
- 7. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #12 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 11 as a guide.
- 8. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated December 18, 2020.

Signed at Russell, this 18 day of December, 2020.

DocuSigned by:

Patrick Gorman

06E994B2D420488...

DocuSigned by:

Siyan Bin

B2716EFABAF74FC...

**Purchaser**

**Valecraft Homes (2019) Limited**

DocuSigned by:

Brian Gorman

BBC5AD2806FC445

**Purchaser**

DocuSigned by:

Frank Nieuwkoop

A04F827301214EE...

**Per:**

December 18, 2020  
**Date:**

**Lot #:** 2 - Phase 5

**Project:**     **Place St. Thomas 5**



**Freehold Form**  
**(Tentative Closing Date)**

**Enrolment Fee Calculation Table      (Effective January, 2018)**

Sale Price* Range (Excluding HST)			Unit Enrolment Fee		13% HST		Total Enrolment Fee
Less than		\$100,000.00	\$385.00	+	\$50.05	=	\$435.05
\$100,000.01	-	\$150,000.00	\$430.00	+	\$55.90	=	\$485.90
\$150,000.01	-	\$200,000.00	\$500.00	+	\$65.00	=	\$565.00
\$200,000.01	-	\$250,000.00	\$570.00	+	\$74.10	=	\$644.10
\$250,000.01	-	\$300,000.00	\$640.00	+	\$83.20	=	\$723.20
\$300,000.01	-	\$350,000.00	\$710.00	+	\$92.30	=	\$802.30
\$350,000.01	-	\$400,000.00	\$780.00	+	\$101.40	=	\$881.40
\$400,000.01	-	\$450,000.00	\$870.00	+	\$113.10	=	\$983.10
\$450,000.01	-	\$500,000.00	\$945.00	+	\$122.85	=	\$1,067.85
\$500,000.01	-	\$550,000.00	\$1,025.00	+	\$133.25	=	\$1,158.25
\$550,000.01	-	\$600,000.00	\$1,075.00	+	\$139.75	=	\$1,214.75
\$600,000.01	-	\$650,000.00	\$1,130.00	+	\$146.90	=	\$1,276.90
\$650,000.01	-	\$700,000.00	\$1,210.00	+	\$157.30	=	\$1,367.30
\$700,000.01	-	\$750,000.00	\$1,260.00	+	\$163.80	=	\$1,423.80
\$750,000.01	-	\$800,000.00	\$1,315.00	+	\$170.95	=	\$1,485.95
\$800,000.01	-	\$850,000.00	\$1,365.00	+	\$177.45	=	\$1,542.45
\$850,000.01	-	\$900,000.00	\$1,485.00	+	\$193.05	=	\$1678.05
\$900,000.01	-	\$950,000.00	\$1,540.00	+	\$200.20	=	\$1,740.20
\$950,000.01	-	\$1,000,000.00	\$1,595.00	+	\$207.35	=	\$1,802.35
\$1,000,000.01	-	\$1,500,000.00	\$1,725.00	+	\$224.25	=	\$1949.25
Over \$1,500,000.01			\$1,800.00	+	\$234.00	=	\$2,034.00

\* Sale Price refers to the total amount (value of consideration) payable by an owner in an agreement of purchase and sale or construction contract, including (without limitation) the value of upgrades, extras and other consideration paid for the home including appurtenances used in conjunction with the residential dwelling, (e.g., garages for single homes or parking spaces and storage lockers for condominiums). For clarity, Sale Price does not include any applicable taxes.

DS

PG

Purchaser

DS

SB

Purchaser

DS

FN

Vendor



THE MURRY

MODEL 1015  
1517 SQ. FT.

Site: PST PHASE 5	Purchaser: Patrick Gorman, Siyan Bin
Plan No.: 50M-348	
Lot: 2 - Phase 5	Purchaser: Brian Gorman
Date: December 18 2020	



ELEVATION A



ELEVATION B



ELEVATION C

DS  
PG

DS  
SB

DS  
BG

DS  
FN

Valecraft.com



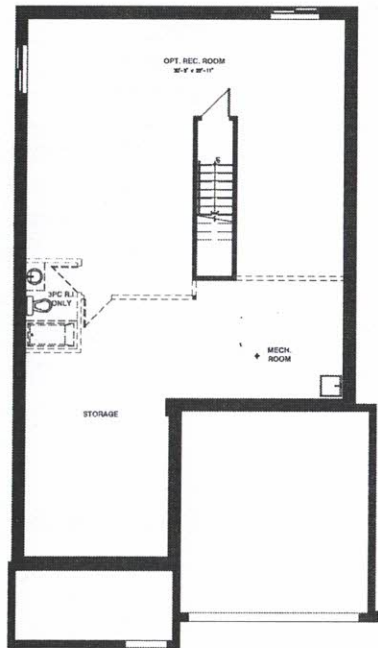
\*Rendering is an artist concept only. Not to scale and may vary from finished community. Dimensions, specifications and landscaping are approximate and are subject to change without notice. E & O E 02/20/2019 N



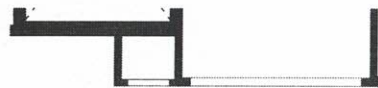
# THE MURRY

MODEL 1015  
1517 SQ. FT.

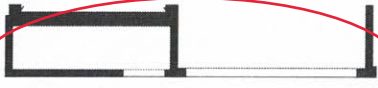
Site: PST PHASE 5	Purchaser: Patrick Gorman, Siyan Bin
Plan No.: 50M-348	
Lot: 2 - Phase 5	Purchaser: Brian Gorman
Date: December 18 2020	



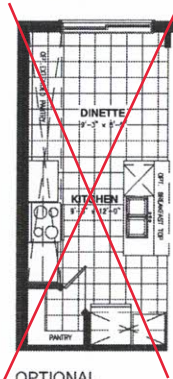
~~BASEMENT FLOOR - ELEVATION A~~



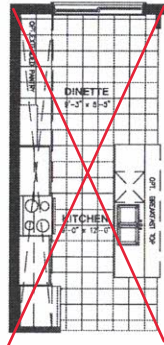
~~BASEMENT FLOOR - ELEVATION B~~



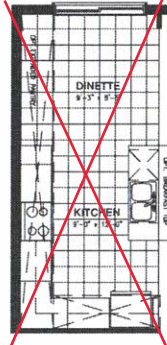
BASEMENT FLOOR - ELEVATION C



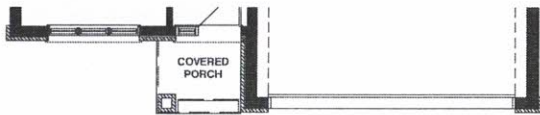
OPTIONAL KITCHEN #1



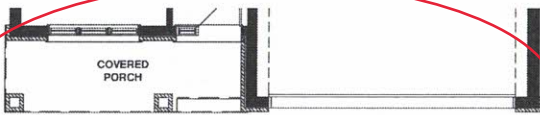
OPTIONAL KITCHEN #2



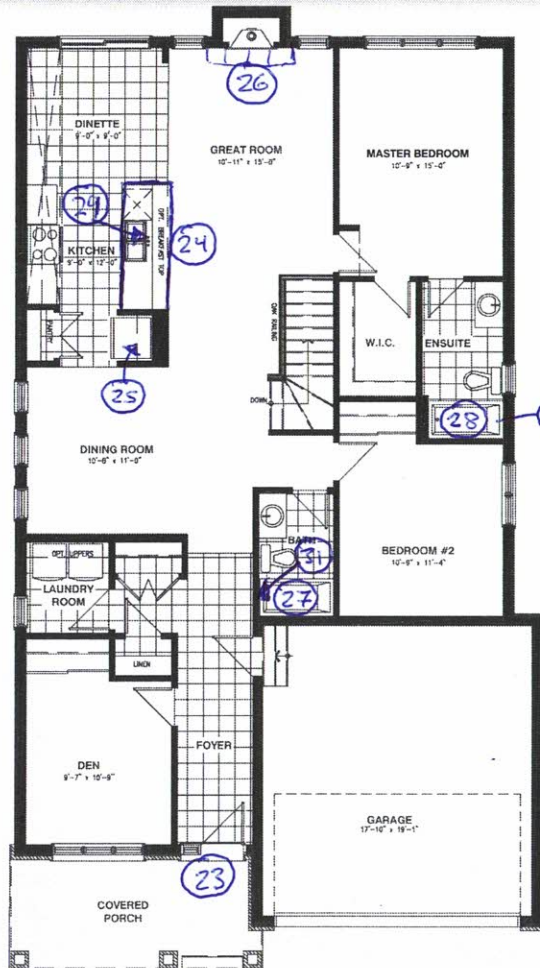
OPTIONAL KITCHEN #3



~~GROUND FLOOR - ELEVATION B~~



GROUND FLOOR - ELEVATION C



~~GROUND FLOOR - ELEVATION A~~

DS  
PG

DS  
SB

DS  
BG

DS  
FN

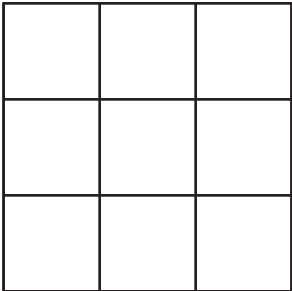


Valecraft  
Homes (2019) Limited

Tile Installation Options

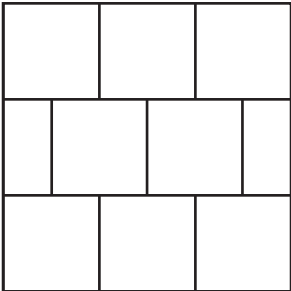
FLOOR TILE

Standard square



Foyer, Laundry Room,  
Kitchen, Dinette,  
Fireplace,  
Basement Bathroom  
Main Bathroom &  
Ensuite Bathroom

Square brick

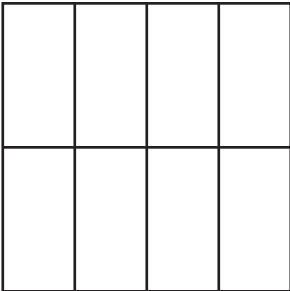


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Rectangular  
front to back of the house

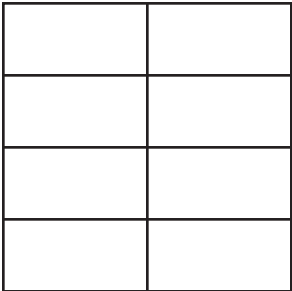


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Rectangular  
side to side of the house

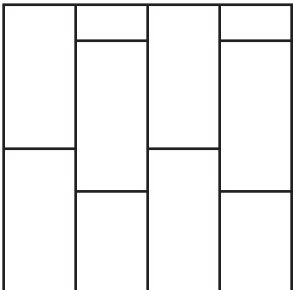


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Rectangular 1/3 staggered  
front to back of the house

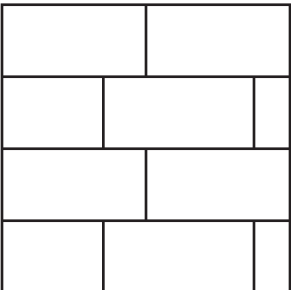


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Rectangular 1/3 staggered  
side to side of the house

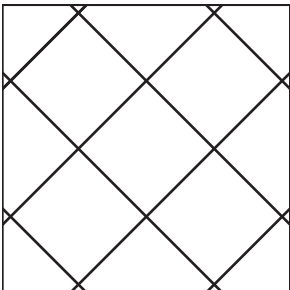


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45 degree



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\_\_\_\_\_

\_\_\_\_\_

DS  
PG

DS  
SB

DS  
BG

DS  
FN

Project: Place St. Thomas 5

Plan #: 50M-348

Lot: 2 - Phase 5

Model: Murry #1015 "C" Std

Purchaser: Patrick Gorman, Siyan Bin

Purchaser: Brian Gorman

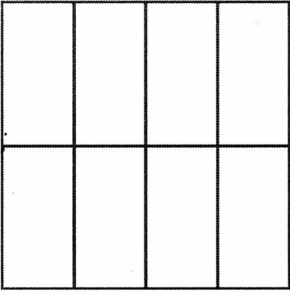
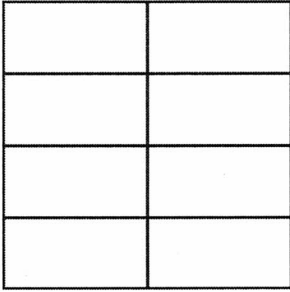
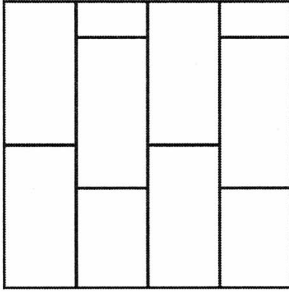
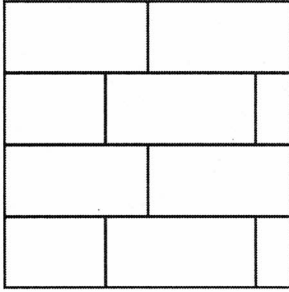
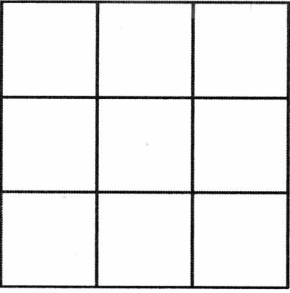
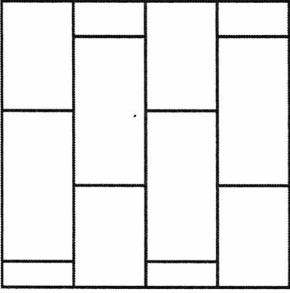
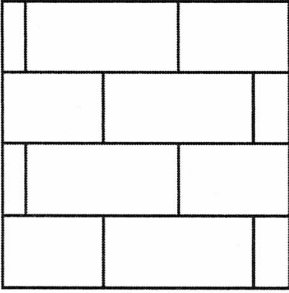
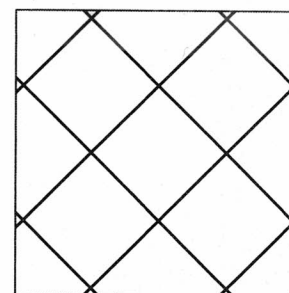
Date: December 18, 2020

Upgrade #: 7, 26



Tile Installation Options

WALL TILE

<p>Vertical stacked</p>  <p>_____</p> <p>_____</p> <p>_____</p>	<p>Horizontal stacked</p>  <p><u>Kitchen Backsplash</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Vertical 1/3 offset brick</p>  <p>_____</p> <p>_____</p> <p>_____</p>	<p>Horizontal 1/3 offset brick</p>  <p>_____</p> <p>_____</p> <p>_____</p>
<p>Standard square</p>  <p><u>Basement Bathroom</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Vertical brick</p>  <p>_____</p> <p>_____</p> <p>_____</p>	<p>Horizontal brick</p>  <p>_____</p> <p>_____</p> <p>_____</p>	<p>45 degree</p>  <p><u>Main Bathroom,</u></p> <p><u>Ensuite Bathroom</u></p> <p>_____</p>

DS  
PG

DS  
SB

DS  
BG

DS  
FN

Project: Place St. Thomas 5

Plan #: 50M-348

Lot: 2 - Phase 5


Model: Murry #1015 "C" Std

Purchaser: Patrick Gorman, Siyan Bin

Purchaser: Brian Gorman

Date: December 18, 2020

Upgrade #: 18, 7, 27, 28

	SINGLES AND TOWNS COLOUR CHART					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21
INTERIOR FINISHES						
DESCRIPTION						STD/UPG #
TRIM STYLE	Standard					STD
DOOR STYLE	Standard Interior + Full Solid Front Door (No Glass)					STD + 23
INTERIOR HARDWARE	Standard					STD
INTERIOR LIGHTING PACKAGE	Standard - Roma Collection					STD, 21, 22
BATHROOM ACCESSORIES	Standard					STD
FIREPLACE MANTLE	Standard					STD

INTERIOR HANDRAILS AND SPINDLES				
	WOOD	STYLE	STAIN/COLOUR	STD/UPG #
HANDRAIL	Red Oak	Colonial	Natural	STD, 10, 32
BRACKET	Red Oak	Colonial	Natural	STD, 10, 32
SPINDLES	Red Oak	Colonial	Natural	STD, 10, 32
POSTS	Red Oak	Colonial	Natural	STD, 10, 32
NOSINGS	Red Oak	N/A	Natural	STD, 10, 32
HARDWOOD STAIRCASE (WHERE APPLICABLE)	N/A	N/A	N/A	N/A

APPLIANCES				
TYPE	SIZE	STD/UPG #	APPLIANCE UPG LEVEL	STD/UPG #
FRIDGE <i>(Standard Minimum Opening is 33" x 70.75")</i>	Standard Opening	STD	/	/
RANGE	Standard Opening	STD	/	/
DISHWASHER	Standard Opening	STD	/	/
CHIMNEY HOODFAN	Standard Chimney Hoodfan Opening	17	Whirlpool 300CFM Stainless Steel 30" wide Chimney Hoodfan	17
WASHING MACHINE/DRYER	Standard Opening	STD	/	/

DocuSigned by:  
00E994B2D42C488...

Patrick Gorman

DocuSigned by:  
00E994B2D42C488...

Purchaser's Signature(s) :

Date: 18-Dec-20

DocuSigned by:  
B2716EFABAF74FC...

Siyan Bin

DocuSigned by:  
B2716EFABAF74FC...

Purchaser's Signature(s) :

Date: 18-Dec-20

DocuSigned by:  
B2C3A9808E9445...

Brian Gorman

DocuSigned by:  
B2C3A9808E9445...

Purchaser's Signature(s) :

Date: 18-Dec-20

DocuSigned by:  
A04F827301214EE...


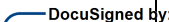
Frank Nieuwkoop

DocuSigned by:  
A04F827301214EE...

Approved By :

Date: 18-Dec-20

Subject to change by Valecraft Homes in the event of unavailability of materials.  
Prices, terms and specifications are subject to change without notice E/O.E  
K:\Sales\Sales Legal Docs\Site - Place-St Thomas\PST PH5\PST PH5 Lot 02 - Cecilia, Patrick & Bri

	SINGLES AND TOWNS COLOUR CHART					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21
CABINETRY						
ROOM	SELECTION				LEVEL	STD/UPG #
KITCHEN	STYLE AND COLOUR	Shaker 90 AV-K64			STD	STD, 12, 13, 14, 15, 16, 25
	HARDWARE CODE	7814-142	TYPE	Handles	STD	STD, 15, 16
	COUNTERTOP	P394-VL	COUNTERTOP EDGE PROFILE	Standard	STD	STD, 15, 24
MAIN BATHROOM	STYLE AND COLOUR	Lastra Stainless Steel			STD	STD
	HARDWARE CODE	7814-140	TYPE	Handles	STD	STD
	COUNTERTOP	P395-VL	COUNTERTOP EDGE PROFILE	Standard	STD	STD
ENSUITE BATHROOM	STYLE AND COLOUR	Lastra Stainless Steel			STD	STD, 19, 20
	HARDWARE CODE	7814-140	TYPE	Handles	STD	STD, 19, 20
	COUNTERTOP	P395-VL	COUNTERTOP EDGE PROFILE	Standard	STD	STD, 19, 20
POWDER ROOM	STYLE AND COLOUR	/			/	/
	HARDWARE CODE	/	TYPE	/	/	/
	COUNTERTOP	/	COUNTERTOP EDGE PROFILE	/	/	/
BASEMENTBATHROOM	STYLE AND COLOUR	Lastra Stainless Steel			STD	STD, 7
	HARDWARE CODE	7814-140	TYPE	Handles	STD	STD, 7
	COUNTERTOP	P395-VL	COUNTERTOP EDGE PROFILE	Standard	STD	STD, 7
LAUNDRY ROOM	STYLE AND COLOUR	/			/	/
	HARDWARE CODE	/	TYPE	/	/	/
	COUNTERTOP	/	COUNTERTOP EDGE PROFILE	/	/	/
DocuSigned by: 						

Purchaser's Signature(s) :

DocuSigned by:  
Patrick Gorman

Date: 18-Dec-20

Purchaser's Signature(s) :

DocuSigned by:  
Siyan Bin

Date: 18-Dec-20

Purchaser's Signature(s) :


DocuSigned by:  
Brian Gorman

Date: 18-Dec-20


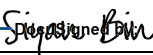
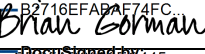

Approved By :


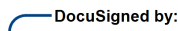
DocuSigned by:  
Frank Nieuwkoop

Date: 18-Dec-20

	SINGLES AND TOWNS COLOUR CHART					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21

ROOM	MAIN COLOUR	STD/UPG #	ACCENT WALL	STD/UPG #
TRIM	OC-117 simply white	STD	/	/
FOYER	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
POWDER ROOM	/	/	/	/
MAIN FLOOR HALLWAY	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
DINING ROOM	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
FLEX ROOM	/	/	/	/
GREAT ROOM	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
FAMILY ROOM	/	/	/	/
DEN	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
KITCHEN/DINETTE/ BREAKFAST	Ultra Spec 500 Semi Gloss OC-30 Gray Mist	STD	/	/
LAUNDRY/MUDROOM	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
2nd FLOOR HALLWAY	/	/	/	/
MAIN BATH	Ultra Spec 500 Semi Gloss OC-30 Gray Mist	STD	/	/
BEDROOM #2	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
BASEMENT BEDROOM	Ultra Spec Low Luster OC-30 Gray Mist	STD, 6	/	/
BEDROOM #4	/	/	/	/
MASTER BEDROOM	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
MASTER BEDROOM WALK-IN CLOSET	Ultra Spec Low Luster OC-30 Gray Mist	STD	/	/
MASTER BEDROOM ENSUITE	Ultra Spec 500 Semi Gloss OC-30 Gray Mist	STD	/	/
FINISHED BASEMENT RECREATION ROOM	Ultra Spec Low Luster OC-30 Gray Mist	STD, 5	/	/
BASEMENT BATHROOM	Ultra Spec 500 Semi Gloss OC-30 Gray Mist	STD, 7	/	/

Purchaser's Signature(s) :	<div>DocuSigned by:  B2716EFA9A74FC... OC-3482742488...</div>	Date: 18-Dec-20
Purchaser's Signature(s) :	<div>DocuSigned by:  B2716EFA9A74FC... B2716EFA9A74FC...</div>	Date: 18-Dec-20
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Approved By :	<div>DocuSigned by:  A04F827301214EE...</div>	Date: 18-Dec-20

	SINGLES AND TOWNS COLOUR CHART					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21
CERAMIC & GROUT SELECTIONS (1)						
ROOM	AREA	MANUFACTURER/SERIES/SIZE/ COLOUR/CODE		GROUT SELECTION	LEVEL	STD/UPG #
FOYER	FLOOR	Centura Jefferson Series 13"x13" White JFR30051 (Standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD
POWDER ROOM	FLOOR	/		/	/	/
	WALL	/		/	/	/
	INSERT OR BORDER	/				
MUDROOM	FLOOR	/		/	/	/
	WALL	/		/	/	/
	INSERT OR BORDER	/				
LAUNDRY ROOM	FLOOR	Centura Jefferson Series 13"x13" White JFR30051 (Standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD
	WALL	/		/	/	/
	INSERT OR BORDER	/				
KITCHEN	FLOOR	Centura Jefferson Series 13"x13" White JFR30051 (Standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD
	BACKSPLASH	Ceratec Feng Shui Subway 3.9"x7.9" White Beveled (Horizontal stacked install)		931 Standard White	Bronze + STD	18, STD
	INSERT OR BORDER	/				
BREAKFAST AREA/DINETTE	FLOOR	Centura Jefferson Series 13"x13" White JFR30051 (Standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD
FIREPLACE	HEARTH	Olympia Regal 12"x12" Polished Grey NY.RG.GRY.1212.PL (Standard Square Install)		934 DeLorean Gray	STD + STD	26, STD
	SURROUND	Olympia Regal 12"x12" Polished Grey NY.RG.GRY.1212.PL (Standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD
ADDITIONAL FIREPLACE	HEARTH	/		/	/	/
	SURROUND	/		/	/	/
						

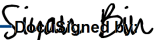
Purchaser's Signature(s) :



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Date: 18-Dec-20

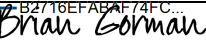
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Purchaser's Signature(s) :



DocuSigned by:  
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Approved By :



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	SINGLES AND TOWNS COLOUR CHART					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21
CERAMIC & GROUT SELECTIONS (2)						
ROOM	AREA	MANUFACTURER/SERIES/SIZE/ COLOUR/CODE		GROUT SELECTION	LEVEL	STD/UPG #
MAIN BATHROOM	FLOOR	Euro Pasha Collection Cinq 13"x13" White (standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD
	WALL	Olympia C.D.C. 6"x6" Bright Arctic White QT.CD.ARW.0606.BR (45 degree install)		931 Standard White	STD + UPG Install + STD Grout	STD, 27, STD
	INSERT OR BORDER	/				
3PC ENSUITE BATHROOM	FLOOR	Euro Pasha Collection Cinq 13"x13" White (standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD
	WALL	Olympia C.D.C. 6"x6" Bright Arctic White QT.CD.ARW.0606.BR (45 degree install)		931 Standard White	STD + UPG Install + STD Grout	STD, 28, STD
	INSERT OR BORDER	/				
4PC/5PC ENSUITE BATHROOM	FLOOR	/		/	/	/
	TUB DECK	/		/	/	/
	TUB BACKSPLASH	/		/	/	/
	INSERT OR BORDER	/				
	WALL OVER TUB	/		/	/	/
BASEMENT BATHROOM	FLOOR	Euro Pasha Collection Cinq 13"x13" White (standard Square Install)		934 DeLorean Gray	STD + STD	STD, STD, 7
	WALL	Olympia C.D.C. 6"x6" Bright Arctic White QT.CD.ARW.0606.BR (Standard Square Install)		931 Standard White	STD + STD	STD, STD, 7
	INSERT OR BORDER	/				
DocuSigned by: 						

Purchaser's Signature(s) :

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Patrick Gorman

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Purchaser's Signature(s) :

DocuSigned by:

Siyan Bin

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Date:

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Purchaser's Signature(s) :

DocuSigned by:

Brian Gorman

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Date:

18-Dec-20

Approved By :


DocuSigned by:

Frank Nieuwkoop

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Date:

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	SINGLES AND TOWNS COLOUR CHART					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21
FLOORING SELECTIONS						
ROOM	CARPET/UNDERPAD OR HARDWOOD				LEVEL	STD/UPG #
MAIN FLOOR HALLWAY	Lauzon Engineered Hardwood Designer Collection Estate Series White Oak Natural Character Grade Ultra-Matte 6-1/4"				UPG	10, 32
DINING ROOM	Lauzon Engineered Hardwood Designer Collection Estate Series White Oak Natural Character Grade Ultra-Matte 6-1/4"				UPG	10, 32
FLEX ROOM	/				/	/
FAMILY ROOM	/				/	/
GREAT ROOM	Lauzon Engineered Hardwood Designer Collection Estate Series White Oak Natural Character Grade Ultra-Matte 6-1/4"				UPG	10, 32
DEN	Coronet A4531 Spartacus 16611 Sandy beige + Standard Underpad				STD Carpet + STD Underpad	STD, STD
REAR HALLWAY	/				/	/
KITCHEN	/				/	/
BREAKFAST AREA/DINETTE	/				/	/
MAIN STAIRS TO BEDROOMS	/				/	/
UPPER HALLWAY	/				/	/
BEDROOM # 2	Coronet A4531 Spartacus 16611 Sandy beige + Standard Underpad				STD Carpet + STD Underpad	STD, STD
BASEMENT BEDROOM	Coronet A4531 Spartacus 16611 Sandy beige + Standard Underpad				STD Carpet + STD Underpad	6
BEDROOM # 4	/				/	/
MASTER BEDROOM	Coronet A4531 Spartacus 16611 Sandy beige + Standard Underpad				STD Carpet + STD Underpad	STD, STD
MASTER BEDROOM WALK-IN CLOSET	Coronet A4531 Spartacus 16611 Sandy beige + Standard Underpad				STD Carpet + STD Underpad	STD, STD
STAIRS TO BASEMENT	Coronet A4531 Spartacus 16611 Sandy beige + Standard Underpad				STD Carpet + STD Underpad	STD, STD
FINISHED BASEMENT RECREATION ROOM	Coronet A4531 Spartacus 16611 Sandy beige + Standard Underpad				STD Carpet + STD Underpad	5
DocuSigned by:						

Purchaser's Signature(s) :

DocuSigned by:  
Patrick Gorman  
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Purchaser's Signature(s) :

DocuSigned by:  
Siyan Bin  
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Date: 18-Dec-20

Purchaser's Signature(s) :


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Brian Gorman  
BB034D2686E37445...

Date: 18-Dec-20

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	SINGLES AND TOWNS COLOUR CHART					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21
PLUMBING FIXTURES						
ROOM	FIXTURE	STYLE			FINISH	STD/UPG#
KITCHEN	SINK	Standard			Stainless Steel	STD
	FAUCET	Delta Essa Single Hole Pull-Down Kitchen Faucet 9113-AR-DST			Arctic Stainless	29
MAIN BATHROOM	SINK	Standard			White	STD
	VANITY FAUCET	Standard			Chrome	STD
	WATER CLOSET	Standard			White	STD
	TUB/SHOWER	Standard			White	STD
	TUB/SHOWER FAUCET	Delta Linden Monitor 17 Series Tub & Shower Trim with In2ition T17494-I			Chrome	31
ENSUITE BATHROOM	SINK	Standard			White	STD
	VANITY FAUCET	Standard			Chrome	STD
	WATER CLOSET	Standard			White	STD
	TUB/SHOWER	Standard			White	STD
	TUB/SHOWER FAUCET	Delta Linden Monitor 17 Series Tub & Shower Trim with In2ition T17494-I			Chrome	30
	BATHTUB	/			/	/
	BATHTUB FAUCET	/			/	/
POWDER ROOM	PEDESTAL	/			/	/
	SINK FAUCET	/			/	/
	WATER CLOSET	/			/	/
BASEMENT BATHROOM	SINK	Standard			White	STD, 7
	VANITY FAUCET	Standard			Chrome	STD, 7
	WATER CLOSET	Standard			White	STD, 7
	TUB/SHOWER	Standard			White	STD, 7
	TUB/SHOWER FAUCET	Standard			Chrome	STD, 7
NOTE: All fixtures are white as standard						

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Patrick Gorman

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Subject to change by Valecraft Homes in the event of unavailability of materials.  
Prices, terms and specifications are subject to change without notice E/O.E  
K:\Sales\Sales Legal Docs\Site - Place-St Thomas\PST PH5\PST PH5 Lot 02 - Cecilia, Patrick & Bri