

**SCHEDULE “A”
PLACE ST. THOMAS**

Attached to and forming Part of this Agreement of Purchase and Sale for Builder's Lot Unit/Lot: 8
Plan 50M-348 , in the Township of Russell, in the Province of Ontario (the “Real Property”).

MUNICIPAL COVENANTS

- (a) The Transferee, for himself, his heirs executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, Director of Planning and Building may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the Director of Planning and Building may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 427, of the Municipal Act, 2001, S.O. 2001, c. 25 in like manner as municipal taxes.

- (b) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not commence construction of any buildings unless,
 - (i) A building permit has been issued;

 - (ii) All requirements with respect to underground Works and road base granulars have been carried out on the Roads on which the subject lot fronts;

 - (iii) The Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall Township Road network; and

 - (iv) The whole or such portion of the mass earth moving or general grading deemed necessary by the Township Executive Director of Public Works and Environmental Services has been completed and approved.

- (c) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders and sump pump hoses to a sufficiently large pervious area, all of which shall be to the satisfaction of the Director of Planning and Building.

- (d) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the Director of Planning. Furthermore, the Transferee shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five days of a receipt of a written notice from the Township of Russell or the Township of Russell may complete the Works at the Transferee's expense.

Furthermore, the Transferee agrees that the Township of Russell may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the Township of Russell in performing any restoration work shall be paid to the Township of Russell by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the Township of Russell and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 427 of the *Municipal Act, 2001*, S.O. 2001, C. 25 and collected in like manner as municipal taxes.

Purchaser

Purchaser

Vendor

- (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the transferee will not plant poplar, alder, aspen, willow and elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (ie. Silver and Manitoba) or other species as may be determined by the Director of Planning and Building within the lands to which this Transfer/Deed applies nor adjacent lands in the transferee's ownership. Tree planting in proximity to buildings will be in accordance with the approved landscaping/streetscaping plan, geotechnical report and the Township of Russell's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.
- (f) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that "No Dumping" of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant lots or on adjacent lands.
- (g) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the Township of Russell's Zoning By-Laws(s).

NOTICE TO PURCHASERS

- (a) The purchaser acknowledges having been advised of all development charges related to the lot/block he or she is purchasing, and which development charges have been already paid by the Developer.
- (b) The purchaser acknowledges that a fire hydrant may be located or relocated at any time in front of any lot/block on the Plan of Subdivision to the satisfaction of the Township Executive Director of Public Works and Environment Services.
- (c) The purchaser acknowledges that no driveway shall be located within 3.0m of a fire hydrant and that no objects, including vegetation shall be placed or planted within a 3.0m corridor between a fire hydrant and the curb, nor a 1.5m radius beside or behind a fire hydrant.

The purchaser acknowledges that they are responsible for the condition and proper alignment of the water stand post at their property line. Any damage to the stand post after the sale of the lot to the purchaser shall be repaired to the satisfaction of the Township, or in cases of non-compliance repairs shall be done by the Township and billed back to the purchaser.
- (d) The purchaser acknowledges that school accommodation pressures exist in the School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools outside the community.
- (e) The purchaser acknowledges and agrees that postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
- (f) The purchaser of any lot or block fronting on a Street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with, and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The purchaser hereby acknowledges that he has reviewed the plan and is aware of the contents of the plan. The purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the Township's approval process. The purchaser agrees not to pave or otherwise finish the driveway out to the curb line until any adjacent sidewalks have been installed.

Purchaser

Purchaser

Vendor

- (g) The purchaser of any lot or block hereby acknowledges being advised of:
- i. An approved Composite Utility Plan;
 - ii. General plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block;
 - iii. The proposed location of possible bus shelters and pads and paved passenger standing areas at bus stops;
 - iv. The proposed location for the community mailboxes within the Subdivision;
 - v. The proposed driveway location;
 - vi. The proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot;
- The proposed grading and drainage plan for the lot or block, and understands that it is the responsibility of the purchaser to respect such drainage patterns. The purchaser acknowledge and agrees that he shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan,
- and with the written consent of the Director of Planning and Building. Furthermore, the purchaser shall maintain the approved grading and drainage plan, and any corrective works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five (5) days of a receipt of a written notice from the Township of Russell or the Township of Russell may complete the work at the Transferee's expense. Furthermore, the Transferee agrees that the Township of Russell may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the Township of Russell in performing any restoration work shall be paid to the Township of Russell by the owner of the lands upon which such restoration work was performed, such payments to be made within thirty (30) days of demand therefore by the Township of Russell and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 427 of the Municipal Act, 2001, S.O. 2001, c. 25 and collected in like manner as municipal taxes.
- vii. The proposed location of the potential bus routes including temporary bus routes;
 - viii. The approved Official Plan designation for the Subdivision;
 - ix. The location and types of trees; and
 - x. The zoning of the existing development and potential development lands within the Subdivision and within two kilometres of the limits of the Subdivision.
- (h) The purchaser further acknowledges and agrees not to install a pool or landscaping prior to Final Acceptance of grading by the Township.
- (i) The purchaser covenants and agrees to execute any usual and reasonable grant(s) of easement in favour of the Township, Ontario Hydro, Hydro One, Bell Canada, Enbridge Consumers' Gas, Rogers Communications Inc., or any public authority or utility, over or under the Real Property, required for drainage, or other joint service or public purpose, during a period of twenty (20) years from the date of any transfer document.

Purchaser

Purchaser

Vendor

- (j) The purchaser covenants and agrees that, following delivery of the transfer document, the Vendor and/or The Township of Russell shall have the benefit of an easement (to enter upon the Real property for the purpose of performing any work required pursuant to the Subdivision Agreements) over the Real Property, until such time as the Vendor has been released from all of its obligations under the Subdivision Agreements, provided that the use of the Real Property by the Transferee will be interfered with as little as is reasonably possible.
- (k) The purchaser covenants and agrees that the purchaser shall not deposit or permit to be deposited, interlock blocks, fill or debris anywhere on or within the Real Property without the prior written permission of the Vendor. If fill is permitted and/or required on or within the Real Property, such fill shall be clean fill (and satisfactory to The Township of Russell).
- (l) The purchaser covenants and agrees that the purchaser will not alter the slope of the Real Property nor interfere with any drainage established on the Real Property, except in accordance with the established grade control plan, without the prior written consent of the Vendor (and The Township of Russell).
- (m) The purchaser agrees to maintain the one shade tree at the front of the lot, between the lot line and the house line and acknowledges the right of The Township of Russell to enter on the lands to effect the necessary maintenance in case of default and to charge the costs to the purchaser under the appropriate provisions of the Municipal Act, 2001, c. 25.
- (n) The purchaser acknowledges that any transfer document shall also contain and/or be deemed to contain any additional Restrictive Covenants (not hereinbefore set out) that are required/contemplated by the documentation registered on title to the Real Property, such as any Plan of Subdivision.
- (o) The purchaser further acknowledges that the information he has been advised of and which is described above is subject to change through the Township's approval process.

Dated at _____ this _____ day of _____, _____.

SIGNED, SEALED AND
DELIVERED in the presence of

_____	_____
Purchaser	Birth Date

Witness: _____	_____	_____
	Purchaser	Birth Date

(as to all Purchaser's signatures, if
more than one purchaser)

Dated at Ottawa this _____ day of _____, _____.

Valecraft Homes (2019) Limited

Per: _____

SCHEDULE "B"

SPECIFICATIONS PHASE 5 Singles & Bungalows 800 & 1000 SERIES

PLAN #: 50M-348 PLACE ST THOMAS 5 MODEL: 825 "B" Bradley Standard LOT: 8

CIVIC ADDRESS: 944 Lucerne Drive

Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED and Model Home

The Vendor agrees to include the following items in the purchase price herein:

LANDSCAPING:

- Nursery Grown Sodding
- Precast Patio Slab Walkway
- Tree Planting as per Municipality approved Landscape Plans
- Asphalt basecoat paved driveway
- Lot to be graded to Municipality approved Grading Plan

EXTERIOR FINISHES

- Brick, stone, vinyl &/or vinyl cedar shakes on front façade as per plan
- KWP Eco Board on Elevation B front elevations as per plan on select models
- Maintenance-free vinyl siding with aluminum soffit and fascia as per plan
- Limited Lifetime warranty self-sealing fiberglass roof shingles
- Maintenance-free Low E Argon filled PVC vinyl windows and wood jamb extension throughout (where applicable) operable and non-operable as per OBC
- Colonial embossed insulated steel clad doors leading to exterior (Front door with thermal glass lite) (as per plan)
- Full lite front entrance door and sidelites as per plan
- PVC vinyl sliding patio doors w/ wood jamb extension at rear as per plan
- Oversized basement window(s) as per plan
- Screens on all operating windows including basement and sliding patio door
- Steel sectional overhead garage door w/ insert lite
- Weatherstripping on all exterior insulated doors and all operating windows
- "Augusta Satin Nickel" front entrance grip set on front entrance door with security dead bolt or equivalent
- Poured concrete steel reinforced porch (with broom finish) at front entrance
- Cement parging on all above grade concrete
- "Bristol" vertical Aluminum Mail Box in black or equivalent
- Maximum Roof Air Ventilation

STRUCTURAL AND FRAMING:

- Poured concrete Foundation Walls with steel reinforcement
- High density polyethylene drainage membrane
- Engineered Steel Beams and Steel Posts as per plan
- Kiln dried floor joists or pre-engineered floor joist system
- Exterior Walls 2" x 6" kiln dried studs @ 16" o/c
- Interior Walls 2" x 4" kiln dried studs @ 16" o/c (except for basement) (as per plan)
- Basement Exterior Walls 2" x 4" kiln dried studs @ 24" o/c full height
- Tongue and groove engineered OSB subfloor sheathing (joints sanded and screwed to joists throughout)
- Engineered OSB roof sheathing c/w H-clips
- Prefabricated roof trusses as per engineered design

INSULATION:

- Exterior walls: R-20 Fiberglass batt + R5 Continuous Insulated OSB Panel
- Ceiling attics: R-50 Fiberglass blown
- Fully insulated & drywalled garage
- Floors over unheated space: R-40 Fiberglass blown
- Cathedral/sloped ceilings R-31 Fiberglass batt (where applicable)
- Basement exterior walls: R-20 Fiberglass batt, to approx. 8" above finished floor max.
- 6 Mil polyethylene vapour barrier

Purchaser

Purchaser

Vendor

ELECTRICAL:

- Underground utility wiring including hydro, bell and cablevision
- 100 amp service with 60 circuit breaker panel
- Heavy duty receptacles for stove and dryer
- "Decora" Style white plugs and switches throughout (except exterior)
- Two USB Outlets in the kitchen
- Smoke detectors & Carbon monoxide detector as per O.B.C.
- Front door chime
- Ceiling light fixture in all bedrooms
- Ceiling Fixture in dining room (where applicable as per plan)
- Two exterior weather protected plugs
- Chrome vanity lighting fixture in all bathrooms
- Silver light fixture package supplied and installed by the Vendor
- Electrical outlet in garage ceiling for future garage door opener
- Exterior light at all rear exterior doors

ROUGH-INS:

- Connection Centre including 3 Multi Media Outlets. Each outlet to be complete with 3x CAT5(e) and 1x RG-6 coax wire. Each outlet to be capped with one 4 port finishing plate. Locations to be selected by Purchaser except Inventory Homes and Models are preselected by the Vendor.
- Conduit from basement to attic space for future wiring requirements
- Central vacuum rough-in (as per plan)
- Plumbing rough-in for future basement bathroom including ventilation rough-ins (as per plan) (Does not include waterline or electrical rough-ins)

PLUMBING AND FIXTURES:

- Vitreous China lavatory complete with single lever faucets in all bathrooms except laundry tub as per plan
- Drop-in Double stainless steel kitchen sink with single lever faucet and veggie sprayer
- Power vented high-efficiency hot water heater (rental) in Mechanical room (rental fee is determined by utility company)
- Pedestal sink in powder room (except models 1010 & 1030)
- 5' fiberglass tub/shower enclosed with full height ceramic tiled walls w/self-sealing grout to ceiling in ensuite and main bathroom (as per plan)
- Pressure balanced valves on all showers
- Hot and cold taps installed for automatic washer connection
- Two exterior hosebibs (one in garage, one in rear)
- Plumbing rough-in for future dishwasher installation
- Laundry tub installed with hot and cold taps
- Low flush water conserving toilets with elongated bowl
- Chrome tissue holders, towel bar, robe hook, towel ring where applicable
- White plumbing fixtures in all bathrooms
- Shut off valves at all hot & cold lavatory and kitchen sink supply lines
- Sleeve for future waterline to fridge

HEATING AND VENTILATION:

- Natural gas fired forced air high efficiency furnace with electronic pilot ignition in Mechanical room
- Central Air Conditioning
- Separate switch exhaust fans in all bathrooms and powder room - vented to exterior
- Kitchen exhaust fan Microwave/Hood Fan combination (white) over range vented to exterior
- All ductwork is cleaned prior to occupancy
- Heat Recovery Ventilation (HRV) and Humidifier in Mechanical room
- Enercare Smarter Home Essentials Package (complimentary for 3 years)

FIREPLACE:

- Natural gas direct vented fireplace with decorative black trim kit as per plan
- Polished porcelain or ceramic tiled w/self-sealing grout fireplace surround

FLOORING:

- 35 oz. quality carpet in all finished areas c/w 11 mm foam underpadding except areas shown as ceramic or hardwood as per plan. Choice of one colour throughout.
- Ceramic tile w/self-sealing grout at front entrance, kitchen, dinette, powder room, laundry room, entrance from garage, main bath and ensuite bath (from Builder's Standard selections) as per plan
- 3 1/8" Engineered natural red oak hardwood flooring in Great Room, Dining Room/ Flex Room, Lower Hallway and 2nd floor hallway where applicable as per plan

Purchaser

Purchaser

Vendor

INTERIOR TRIM, CABINETS AND FINISH CARPENTRY:

- Builder's standard painted raised panel interior passage doors
- Pre-hung Builder's standard painted raised panel swing doors c/w bullet catch on all closet doors except pre-finished sliding closet doors located as per plan
- Prefinished sliding closet doors as per plan
- 4 1/8" Nivaga style baseboard and 2 3/4" Nivaga style casing throughout (MDF painted white)
- Privacy sets for all bathrooms, powder room and master bedroom
- Satin chrome door hardware on interior doors
- Security deadbolt at front entrance door and garage entry door inside home
- Approx. 36" upper kitchen cabinetry
- Kitchen cabinetry with laminate countertops
- Vanities w/laminate countertops (including backsplash in same material) in all bathrooms (except powder room as per plan)
- Kitchen cabinetry opening for future dishwasher
- Kitchen pantry as per plan
- Solid natural red oak colonial spindles, posts, and/or handrail & brackets as per plan
- Natural oak nosing under standard railing areas as per plan
- Soft close on all cabinetry doors & drawers (excluding corner cabinets)
- Single full width Melamine Laundry shelf approximately 12" Deep to be installed in all main & second floor laundry rooms above washer and dryer

INTERIOR FEATURES & FINISHES:

- 9' Ceiling height on ground floor
- Smooth ceilings in all finished areas
- Two-tone paint: one builder standard colour latex paint to be used throughout (semi-gloss latex for bathrooms, powder room, kitchen), All trim & interior doors shall be white semi-gloss latex
- Mirrors with bevelled square corners above all bathroom vanities and powder room
- Kitchen backsplash ceramic tiled w/ self-sealing grout 6" x 6" (from builder's standard backsplash selections)

WARRANTY COVERAGE:

- 7 Year major structural warranty
- 2 Year mechanical and building envelope warranty
- 1 Year material and workmanship warranty

The Purchaser acknowledges that:

- HOUSE EXTERIORS** - The Vendor has the right to exercise full architectural control over exterior finishes and as such, the Vendor shall have final approval of all colour selections. This includes but is not limited to additional brick to external side yard walls to enhance the streetscape and/or to comply to municipal agreements.

- Variations in subcontractors across different sites and varying site conditions may result in house exteriors that differ from the artist renderings. the Builder cannot be responsible for results which differ from the artists renderings of elevations.
- ADDITIONAL WINDOWS** - Additional windows to side elevations are subject to limiting distance as per Current Ontario Building Code and Municipal Zoning.
- MULTI-MEDIA** - The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.
- IN-WALL CONDUIT FOR AUDIO/VIDEO CABLES** - The purchaser acknowledges and accepts that due to the variation in framing requirements in different parts of the Purchaser's home, conduit lengths and routing can vary. In virtually all instances of ground floor installation (i.e. above a fireplace), conduit will first travel down into the basement below the floor joists, over to the termination point and back up into the main floor. As a result, it is best to measure the length of the conduit after occupancy with a "pull wire" before purchasing The Purchaser's cables. For above fireplace installations, the conduit wall plate will be installed approximately 10" above the Fireplace Mantle, unless otherwise specified in the Client Upgrades.
- PLANS** - Plans are subject to change without notice. Actual usable floor space may vary from the stated floor area. Layout for the services, kitchen, furnace, HWT and laundry tub may vary from plan. Vertical and horizontal bulkhead, which are not shown on plan, may be required for plumbing and heating runs. E.& O.E.

- For townhomes, Purchasers Agree to sign an exterior block plan layout when available. Purchaser(s) acknowledge that rooflines may be altered at this time from the brochure due to block assembly.
- INVENTORY AND MODEL HOMES** - Purchaser(s) Acknowledge And Accept That All Interior Colours And Wiring Have Been Selected And Installed By The Vendor And Will Remain As Installed. (Ie: Cabinetry, Flooring And Paint Colours But Not Limited To.)

Purchaser

Purchaser

Vendor

7. **SELECTIONS AND APPOINTMENTS** - All colour and material selections are to be made from Vendor's standard samples unless otherwise paid for as an upgrade.
- In the event the work on the house has progressed beyond the point where the items covered by these invoices cannot be installed without entailing any unusual expense, then this order is to be cancelled and any deposit paid in connection with the same is to be refunded to the purchaser.
- The vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the purchaser.
- It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras ordered are not refundable to the Purchaser(s). Extras or changes will not be processed unless signed by the Vendor. These extras may not be amended without the written consent of Valecraft Homes.
- The Purchaser(s) acknowledge and accept that failure to finalize the structural or colour selections by their cut-off date may result in a delay in construction and the builder has the right to extend the closing date. Due to failure to complete the above-mentioned selections and at no fault of us, the builder reserves the right to hold The Purchaser responsible for a delayed closing, including charging extra administration cost and interest on the balance due on closing.
8. **ADMINISTRATION FEES** - Purchaser(s) Acknowledge That An Administration Fee Will Be Charged For All Change Orders Received after the cutoff date. No estimates or orders will be accepted once construction has commenced.
- Should a refund be requested on any extras purchased, an 80% reimbursement of the purchase price will be given. (a \$50.00 minimum charge and a maximum \$250.00 charge will apply.)
- The purchaser acknowledges and accepts that ANY changes made to upgrades after signing the 680's are subject to a minimum administration fee of \$150. PLUS a 10% holdback fee.
- Purchasers are aware that any request to add a percentage of upgrades from the 680's will be processed only after the builder receives approval letter from the bank.
9. **GENERAL** - The purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks, furnaces, air conditioning, basement wall height, specifications and material finishes may vary from model homes/plans.
- The number of steps required at entrances into the home and the garage entrance may vary from the model home/plans depending on individual lot grading requirements. Due to these steps, exterior railings may be required. Purchaser(s) acknowledge the requirement to install an approximate 3' x 3' landing with stairs at the garage entrance to the house as a result of the 2006 Building Code Requirement OBC 9.8.6.2. if 3 or more risers are required as a result of grading.
- Basement window wells may or may not be required depending upon individual lot grading requirements.
- Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of The Purchaser's driveway may be required depending upon the frontage and specifically if the frontage is less than average as in the case of a pie-shaped lot.
- The grading and drainage of The Purchaser's lot has been designed and engineered to ensure that surface water is directed away from The Purchaser's home and into swales. These swales run at the side and rear of The Purchaser's property lines. Swales generally have more aggressive slopes relative to the general lot and will always occupy a portion of the useable space of The Purchaser's lot to serve their function properly.
- Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

<div>PURCHASER</div>		<div>VALECRAFT HOMES (2019) LIMITED</div>	
<div>PURCHASER</div>			
<div>DATE</div>		<div>DATE</div>	
<div>LOT NUMBER: 8</div>		<div>MODEL: 825 "B" Bradley Standard</div>	
		<div>PROJECT: PLACE ST THOMAS 5</div>	

Internal B1A			
Place St. Thomas - Phase 5			
PURCHASER: Model Home		Printed: 28-Jan-21 11:28 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
8	5	825 THE BRADLEY 3 BED ELEV B	
ITEM	QTY	EXTRA / CHANGE	PRICE
*1 87529	1	- BONUS - DECOR CENTER CREDIT OF \$10, 000.00	\$ 0.00
20309		Note: Bonus has been applied in full to the purchase price	Each
*2 90161	1	- STANDARD - SOFT CLOSE DOORS AND FULL EXTENSION SOFT CLOSE TRACK ON DRAWERS ON ALL CABINETRY THROUGHOUT HOUSE	\$ 0.00
20311		Note: Excluding Corner Cabinetry Where Applicable	Each
*3 90162	1	- KITCHEN - STANDARD - SLEEVE FOR FUTURE WATERLINE TO FRIDGE	\$ 0.00
20312		Note:	Each
*4 1003	1	- FLAT CEILING IN WHOLE HOUSE	* \$ 0.00
20316		Note: Standard in PST PH5	Each
5	1	- GARAGE - Supply & Install Finished Presentation Center complete with Commercial Carpet.	\$ 0.00
20337		Note: - Garage Door to remain with interior drywalled for presentation center (no access from driveway). - Upper garage door windows exposed to allow for natural light in Presentation Center. Garage as per Schedule H.	Each
6	1	- GARAGE - Widen Doorway Between Foyer & Garage to Approximately 6 Feet Wide (Presentation Center).	\$ 0.00
20338		Note: Garage as per Schedule H.	Each
*7 850	1	- BASEMENT - WINDOW -ADD APPROX. 56IN X 30IN BASEMENT WINDOW LOCATION AS PER SCHEDULE H.	*\$ 1,130.00
26083		Note: - Porch Side of Basement as per Schedule H - Subject to limiting distance at side yard as per Current Building Code	Each
8 849	1	- BASEMENT - WINDOW -INCREASE EXISTING BASEMENT WINDOW TO APPROX. 30IN DEEP LOCATION AS PER SCHEDULE H.	\$ 485.00
26084		Note: - Garage Side of Basement as per Schedule H - Subject to limiting distance at side yard as per Current Building Code	Each
9 115615	1	- BASEMENT - BASEMENT STAIRCASE - OPEN FINISHED STAIRCASE TO BASEMENT - INCLUDES BUILDER'S STANDARD RAILING ON THE FIRST FLOOR (GREAT ROOM), COMPLETE WITH NOSING AND SELF SUPPORTIN STRINGER ON MAIN UPPER STAIRCASE.	\$ 4,452.00
26085		Note: Basement Staircase as per Schedule H	Each
10 12670	1	- BASEMENT BATHROOM - BASEMENT BATHROOM - FINISH 3-PC BASEMENT BATHROOM WITH TUB/SHOWER COMBO, VANITY AND CERAMICS FROM BUILDERS STANDARD SELECTIONS. FLOORING ON DITRA.	\$ 10,927.00
26086		Note: As per Schedule H. Includes Standard Mirror and Bathroom Accessories	Each
*11 115620	1	- BASEMENT - BASEMENT RECROOM - CUSTOM FINISHED BASEMENT RECROOM IN BUILDERS STANDARD FINISHES INCLUDING ADDITIONAL CENTRAL VACUUM OUTLET.	*\$ 19,411.00
21617		Note: - Basement as per Schedule H - Basement Staircase included with Item #9 (open finished staircase) - Includes Flat Ceiling	Each

Vendor Initials: _____ Purchaser Initials: _____

PREPARED BY: Adam Bowman

LOCKED BY:

PE 1,080-1

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

Internal B1A			
Place St. Thomas - Phase 5			
PURCHASER: Model Home		Printed: 28-Jan-21 11:28 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
8	5	825 THE BRADLEY 3 BED ELEV B	
ITEM	QTY	EXTRA / CHANGE	PRICE
			INTERNAL USE
12 12676 26087	1	ENSUITE BATH - ENSUITE - 5PC ENSUITE IN BUILDERS STANDARD FINISHES Note: Ensuite Bathroom as per Schedule H	\$ 4,843.00 Each
13 20349	1	MAIN BATHROOM - JACK & JILL BATHROOM IN BUILDER'S STANDARD FINISHES AS PER SCHEDULE H. Note: Main Bathroom as per Schedule H	\$ 1,557.00 Each
14 112242 26088	2	OFFICE - DOOR - INTERIOR - SINGLE PANEL PAINTED FRENCH DOOR - 1 LITE - CLEAR - PRICE PER DOOR IN LIEU OF STANDARD SWING DOOR Note: Den/Office as per Schedule H	\$ 1,126.00
15 384 26089	1	GREAT ROOM - FIREPLACE - FIREPLACE FAN KIT Note:	\$ 389.00 Each
*16 120097 28158	1	GREAT ROOM - FIREPLACE - THERMOSTATIC REMOTE FOR LINEAR FIREPLACES Note:	*\$ 1,040.00 Each
*17 12634 20353	1	- HVAC - AC UNIT 13 SEER R - 410A - GOODMAN GSX13030 2.5 TON (INCLUDES GAS ROUGH-IN) Note: Location to be determined by Head Office - A/C Standard in PST PH5	*\$ 0.00 Each
*18 120102 28170	1	- STAIRS - UPPER - OAK STAIRCASE WITH VENEERED RISERS & STRINGERS AND SOLID TREADS C/W 6-1/4" STAINED HARDWOOD ON LANDING Note: Main Floor to 2nd Level as per Schedule H	*\$ 5,075.00 Each
*19 120103 28169	1	- STAIRS - BASEMENT - OAK STAIRCASE WITH VENEERED RISERS & STRINGERS AND SOLID TREADS C/W 6-1/4" STAINED HARDWOOD ON LANDING Note: Purchaser(s) acknowledge and accept that Engineered hardwood flooring will be installed on the landing (Where applicable). To ensure product stability proper humidity levels are to be maintained.	*\$ 4,455.00 Each
*20 90157 20868	1	- DELETE ALL TOWEL BARS, TISSUE HOLDERS AND SOAP DISHES. Note: - Ensuite Bathroom, Main Bathroom & Powder Room only. - Basement Bathroom accessories installed.	\$ 0.00 Each
21 20869	1	- Delete Standard Mirrors in Main Bathroom, Ensuite Bathroom & Powder Room. Note: - Main Bathroom, Ensuite Bathroom & Powder Room - Basement Bathroom mirror installed.	\$ 0.00 Each
22 617 26092	1	KITCHEN - WATER LINE ROUGH - IN TO FRIDGE, DOES NOT INCLUDE CONNECTION Note: Kitchen as per Schedule H	\$ 285.00 Each

Internal B1A			
Place St. Thomas - Phase 5			
PURCHASER: Model Home		Printed: 28-Jan-21 11:28 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
8	5	825 THE BRADLEY 3 BED ELEV B	
ITEM	QTY	EXTRA / CHANGE	PRICE
INTERNAL USE			
23 870 26093	1	<i>KITCHEN</i> - GAS LINE FOR RANGE C/W 120V OUTLET. DELETE THE MICROWAVE HOODFAN AND ADJUST UPPER CABINETRY TO ACCOMODATE A BASIC WHITE HOODFAN AND ADJUST ELECTRICAL Note: - Kitchen as per Schedule H - Does not include venting changes or connection. New dedicated outlet to be added for a microwave seperately. A Make-up system may be required if a larger CFM hoodfan is required	\$ 313.00 Each
*24 116481 21799	1	- TRIM - MODERN TRIM PACKAGE - 239 BASEBOARD AND 1113 CASING Note: Includes Custom Finished Basement Recroom & Bathroom.	*\$ 665.00 Each
*25 234 26100	*1	- INTERIOR DOOR - STYLE - CRAFTSMAN III SMOOTH 3 PANEL - - ALL AREAS - . Note: See item 26 for Jack & Jill Bathroom and basement	*\$ 775.00 Each
*26 234 27419	*4	- INTERIOR DOOR - STYLE - CRAFTSMAN III SMOOTH 3 PANEL - - EXTRA DOOR - PER DOOR - . Note: Includes extra door in Jack & Jill + 3 doors in custom finished basement.	*\$ 140.00
27 225 26101	1	- INTERIOR DOOR - HARDWARE - MODERN HALIFAX LEVER - - ALL AREAS - . Note: See item 28 for Jack & Jill Bathroom and basement	\$ 2,205.00 Each
28 225 27420	4	- INTERIOR DOOR - HARDWARE - MODERN HALIFAX LEVER - - EXTRA DOOR - PER DOOR - . Note: Includes extra door in Jack & Jill + 3 doors in custom finished basement	\$ 360.00
*29 96339 20895	1	- RAILING - OAK MODERN 3 1/2" POSTS, CONTEMPORARY HANDRAILS & WRINKLED BLACK SQUARE METAL SPINDLES Note: - Railing throughout as per Schedule H. - 3 1/2" Modern Beveled Oak Posts - Contemporary Handrail - Black Square Metal Spindles - Modern Oak Brackets - Includes Finished Open Basement Staircase Railing in Great Room	*\$ 3,562.00 Each
30 77552 26108	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - STANDARD AREAS Note: Great Room, Dining Room, Main Floor Hallway & Upper Hallway as per Schedule H.	\$ 4,116.00 Each
31 77550 26109	1	- OFFICE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - STUDY (10B) Note: Den as per Schedule H	\$ 1,212.00 Each
32 77546 26110	1	<i>KITCHEN</i> - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - KITCHEN (4) Note: Kitchen as per Schedule H	\$ 1,097.00 Each
33 77545 26111	1	<i>KITCHEN/DINETTE</i> - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - DINETTE (5) Note: Dinette as per Schedule H.	\$ 884.00 Each

Internal B1A			
Place St. Thomas - Phase 5			
PURCHASER: Model Home		Printed: 28-Jan-21 11:28 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
8	5	825 THE BRADLEY 3 BED ELEV B	
ITEM	QTY	EXTRA / CHANGE	PRICE
34 111280 27453	1	<i>KITCHEN</i> - HOOD FAN - CHIMNEY - WHIRLPOOL 400 CFM - 30IN FLAT DESIGN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS Note: - Does not include modifications to cabinetry or electrical for new microwave location. To be checked if Make-up Air system is required by Estimation Department - As per Kitchen Sketch and Schedule H	\$ 741.00
35 28339	1	- DELETE ITEM 35 (Discontinued) Note:	\$ 0.00
36 111276 26117	1	<i>KITCHEN</i> - REFRIDGERATOR - LEVEL 5 - 36" FRENCH DOOR 20 CU.FT. EXTERNAL WATER DISPENSER FRIDGE DRAWER COUNTER DEPTH - STAINLESS STEEL Note: Appliances are delivered after closing. See item 22 for waterline	\$ 2,640.00
37 26723 26118	1	<i>KITCHEN</i> - RANGE 30IN - LEVEL 4 - 5.8 CU.FT FRONT CONTROLS 5 GAS BURNERS HIDDEN BAKE IN STAINLESS Note: See item 23 gas line. Does not include appliance connection. Appliances are delivered after closing	\$ 1,710.00
38 662 26119	1	<i>POWDER ROOM</i> - BATHROOM SINK - AMERICAN STANDARD BOULEVARD PEDESTAL SINK 0641 Note: Powder Room as per Schedule H	\$ 456.00
39 692 26120	3	- TOILET - AMERICAN STANDARD FAIRFIELD 1PC - TOILET W/ SLOW CLOSE SEAT 2862 016 Note: Main Bathroom, Ensuite and Powder Room as per Schedule H	\$ 2,139.00
40 587 26121	1	<i>ENSUITE BATH</i> - BATHROOMS - TUB - MAAX FREESTANDING BATH SERENADE F ACRYLIC CENTER DRAIN WHITE - 105516W - (105516W) Note: - Ensuite Bathroom as per Schedule H - Includes Deletion of Tub Deck	\$ 3,287.00
41 104418 25775	1	<i>MAIN BATHROOM</i> - BATHROOMS - TUB - MAAX RUBIX 6030 IFS ALCOVE BATHTUB Note: - Main Bathroom as per Schedule H - White	\$ 798.00
42 28052 26122	2	<i>ENSUITE BATH</i> - BATHROOM SINK - AMERICAN STANDARD BOXE UNDERMOUNT SINK 0315 - 000 Note: - Ensuite Bathroom as per Schedule H (Reference item 12) - Only available with Solid Surface Countertops	\$ 570.00
43 670 26123	1	<i>MAIN BATHROOM</i> - BATHROOM SINK - AMERICAN STANDARD STUDIO ABOVE - COUNTER RECTANGULAR SINK 0621 - 001 Note: - Main Bathroom as per Schedule H - Single hole faucet Required	\$ 703.00
*44 120104 28342	1	<i>ENSUITE BATH</i> - Upgrade 5pc Ensuite Shower to ModulR 6036 Door with Return panel in Chrome/Clear on B3 Square Base Note: Builder's Standard Ceramic remaing on two finished walls, as per Schedule H	*\$ 3,309.00
*45 117078 24603	1	<i>GREAT ROOM</i> - Fireplace bumped into Great Room approximately 6 inches. Drywall framing to extend from floor to 2nd storey ceiling (all three sides of fireplace drywall). Note: - Great Room as per Schedule H. - Does not include raising fireplace, additional tile or backing. Includes design fees.	*\$ 1,303.00

Vendor Initials: _____

Purchaser Initials: _____

PREPARED BY: Adam Bowman

LOCKED BY:

PE 1,080-4

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

Internal B1A			
Place St. Thomas - Phase 5			
PURCHASER: Model Home		Printed: 28-Jan-21 11:28 am	
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
8	5	825 THE BRADLEY 3 BED ELEV B	
ITEM	QTY	EXTRA / CHANGE	PRICE
			INTERNAL USE
46 117106	1	1 - MAIN BATHROOM - Adjust plumbing and reinforce wall to accommodate floating vanity in Jack & Jill bathroom.	\$ 150.00
25774	Note:	- Main Bathroom as per Schedule H - Please see attached bathroom & laundry cabinetry sketch (Reference item 52)	Each
47	1	1 - ENSUITE BATH - Adjust plumbing for custom vanity (raised on feet) in master 5 pc ensuite bathroom.	\$ 75.00
25242	Note:	- Ensuite Bathroom as per Schedule H - Please see attached bathroom and laundry cabinetry sketch.	Each
*48 120099	1	1 - GREAT ROOM - FIREPLACE - LINEAR ASCENT BL36 WITH 4-SIDED BLACK TRIM KIT TOPAZ CRISTALINE EMBER BED - IN LIEU OF STANDARD	*\$ 632.00
28159	Note:	As per Schedule H. Does not include additional tiles (to be priced with interior finishes)	Each
49	1	1 - GREAT ROOM - Raise Great Room Fireplace so the base of the glass is approximately 18" from Floor.	\$ 150.00
25354	Note:	Great Room as per Schedule H	Each
50	1	1 - KITCHEN/DINETTE - Custom Kitchen Layout in Builder's Standard Cabinetry and Backsplash as per Sketch dated 21/10/20.	\$ 26,832.00
25355	Note:	-Custom Kitchen as per Schedule H -Custom Kitchen Layout to replace one of the options on the plan. See item 22 and 57 for waterlines. Does not include additional ceramic tiles at the Chimney Hoodfan as per item 34 -Includes under cabinet lighting -Includes dedicated microwave plug in island -See items 35 and 36 for appliances	Each
51	1	1 - ENSUITE BATH - Upgrade 5PC Ensuite Bathroom Vanity to Custom Vanity with Bank of Drawers in Builder's Standard Cabinetry.	\$ 3,218.00
25357	Note:	- Ensuite Bathroom as per Schedule H - Please see Ensuite Bathroom custom vanity sketch (Reference item 12)	Each
52	1	1 - MAIN BATHROOM - Upgrade Jack & Jill Main Bathroom Vanity to Custom Floating Vanity as per Includes Standard Level Cabinetry.	\$ 2,997.00
25358	Note:	- Main Bathroom as per Schedule H - Please see Main Bathroom Cabinetry Sketch - Sink is Offset as per Vanity Sketch. See item #46 for reinforcement in wall	Each
53	1	1 - LAUNDRY ROOM - Supply & Install Custom Upper Cabinetry & Ironing Board Storage Pantry in Laundry Room. Includes Standard Level Cabinetry.	\$ 2,300.00
25359	Note:	- as per Laundry Room Cabinetry Sketch and Schedule H - See S&S Electrical Quote for additional outlet	Each
*54 999	1	- ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 1,640.76
25813	Note:	- ORBITAL Estimate #OR4005 Rev.03 dated 11/09/2020. - Locations to be confirmed on site with Valerie Gendron. Please notify prior to installation.	Each
*55 998	1	- S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 40,169.48
25814	Note:	- S&S Electric Estimate #SS3344 Rev.10 dated 11/09/2020 - Locations to be confirmed on site with Valerie Gendron. Please notify prior to installation.	Each
56	1	1 - BASEMENT - Supply & Install Torlys Everwood Elite (5 3/4" Wide) in Custom Basement Recroom.	\$ 6,947.00
25816	Note:	Custom Finished Basement Recroom as per Schedule H.	Each

Vendor Initials: _____ Purchaser Initials: _____

PREPARED BY: Adam Bowman

LOCKED BY:

PE 1,080-5

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

Internal B1A

Place St. Thomas - Phase 5

PURCHASER: Model Home

Printed: 28-Jan-21 11:28 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
8	5	825 THE BRADLEY 3 BED ELEV B	

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
57		1 - <i>KITCHEN</i> - WATER LINE ROUGH - ABOVE LOWER CABINETRY NEXT TO CORNER PANTRY AT BACKSPLASH HEIGHT	\$ 285.00	Each
25817		Note: - Kitchen as per Schedule H - FOR COFFEE MACHINE - PLEASE SEE CUSTOM KITCHEN SKETCH		

Sub Total	\$173,556.24
HST	\$0.00
Total	\$173,556.24

Payment Summary

<u>Paid By</u>	<u>Amount</u>
<u>Total Payment:</u>	

PURCHASER:

Model Home

28-Jan-21

DATE

VENDOR:

PER: Valecraft Homes (2019) Limited

DATE:

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

Valecraft Homes Limited
Schedule "E"



Freehold Form
(Tentative Closing Date)

Property- Place St. Thomas Phase 5
Lot 8 of 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 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 Model Home
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 30 day of September, 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 28 day of January, 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 30 day of May, 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 30 day of January, 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:

(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:

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

the 2 day of July, 2021.

the 29 day of October, 2021.

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 1 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).

Acknowledged this _____ day of _____, 20____.

PURCHASER: _____

PURCHASER: _____

Acknowledged this _____ day of _____, 20____.

VENDOR: _____

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)

47491

Tarion Registration Number

613-837-1104

Phone

613-837-5901

Fax

210-1455 Youville Drive

Address

Orleans

Ontario

K1C 6Z7

City

Province

Postal Code

info@valecraft.com

Email*

PURCHASER

Full Name(s)

Address

City

Province

Postal Code

Phone

Fax

Email*

PROPERTY DESCRIPTION

944 Lucerne Drive

Municipal Address

Embrun

Ontario

K0A 1W0

City

Province

Postal Code

Lot 8 of Plan 50M-348, Embrun Ontario

Short Legal Description

Number of Homes in the Freehold Project ⁸ (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.

Yes

No

If yes, the plan of subdivision is registered.

Yes

No

If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.

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 TENTATIVE – 2019 VH2019 PST 3

Revised: September 9,2019

Page 2 of 12

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

Purchaser

Purchaser

Vendor

- (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

Vendor

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 **31st 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.

Purchaser

Purchaser

Vendor

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"):

Purchaser

Purchaser

Vendor

- (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.

 Purchaser

 Purchaser

 Vendor

“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.

Purchaser

Purchaser

Vendor

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

Purchaser

Purchaser

Vendor

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.

Purchaser

Purchaser

Vendor

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 N/A.

Signed at _____, this _____ day of _____, 20_____.

Purchaser

Valecraft Homes (2019) Limited

Purchaser

Per:

Date:

Lot #: 8 - Phase 5

Project: **Place St. Thomas 5**

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	=	\$1,678.05
\$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	=	\$1,949.25
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.

Purchaser

Purchaser

Vendor

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 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.

 Purchaser

 Purchaser

 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 \$644,209.06 . 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.

Signed at _____ this _____ day of _____, _____

PURCHASER

VALECRAFT HOMES (2019) LIMITED

PURCHASER

PER:

DATE:

PROJECT: PLACE ST THOMAS 5 LOT: 8

SCHEDULE "O"

Purchaser acknowledges that the Vendor's Model Home contains numerous upgraded features and options which are not included in the base price. The base price includes those features as outlined in Schedule "B".

All options and upgrades contained in the Model Home are available as extras. The Purchaser has the opportunity to purchase any or all options or upgrades as viewed in the Model Home so as to permit the Purchaser to customize their home in accordance with their particular needs or preferences.

SCHEDULE "O" to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED, Vendor and _____ Model Home
Purchaser (s).

Dated at _____ this _____ day of _____,

Witness

Purchaser

Witness

Purchaser

PROJECT: PLACE ST THOMAS 5

LOT: 8

VALECRAFT HOMES (2019) LIMITED

PER

DATE:

SCHEDULE "T"

Personal Information of Each Purchaser - Individuals

(1) Full Name: Model Home

Business Address: _____

Business Telephone Number: _____

Home Address: _____

Home Telephone Number: _____

Occupation: _____

Identity Verification (Original of one of the following seen by Vendor)

- Birth Certificate
- Driver's Licence
- Passport
- Record of Landing
- Permanent Resident Card
- Other (if permitted by Government)

Type: _____

Number: _____

Purchaser

Purchaser

(2) Full Name: _____

Business Address: _____

Business Telephone Number: _____

Home Address: _____

Home Telephone Number: _____

Occupation: _____

Identity Verification (Original of one of the following seen by Vendor)

- Birth Certificate
- Driver's Licence
- Passport
- Record of Landing
- Permanent Resident Card
- Other (if permitted by Government)

Type: _____

Number: _____

Purchaser

Purchaser