

AGREEMENT OF PURCHASE AND SALE

1. THE UNDERSIGNED Jean-Lucien Millien
(hereinafter called the "Purchaser") hereby agrees with VALECRAFT HOMES LIMITED, (hereinafter called the "Vendor")
to purchase the lands and premises known as **BUILDER'S LOT /UNIT:** 235, being part of
Part(s) _____ of Reference Plan 4R- _____ Part of Lot(s) 235
BLOCK: _____ of **PLAN** 4M-1589 **SUBDIVISION** RATHWELL LANDING **Phase** 1
Municipal Address 668 Parade Drive, City of Ottawa
(herein referred to as the "Lands") together with a dwelling **Model:** 804
Elevation: C, **Options:** REV to be erected thereon - the lands and dwelling
sometimes being collectively referred to herein as the "Real Property" at the price of \$890,000.00
DOLLARS including net H.S.T. (Subject to Schedule "G") payable as follows:

- (a) By deposit received by the Vendor with the offer: \$50,000.00
- (b) By further deposit upon firm-up: _____
- (c) By further deposit(s) dated: 30 days post firm-up (post dated): _____
- Total Deposit(s): \$50,000.00
(Any NSF cheques for Deposits or Upgrades are subject to an NSF fee of \$25.00)
- (d) The balance of the purchase price being approximately
\$840,000.00 shall be payable by bank draft or certified cheque on
the 5th day of July, 2022
which shall be the date of closing.
- (e) Pre-move inspection will be 5 to 10 business days prior to the closing date.

2. The Vendor will erect before closing on the real property a dwelling of type 804 Manning C Reverse
in accordance with the plans and specifications filed with the City of Ottawa and amendments thereto. The
specifications for the dwelling are set out in Schedule "B" annexed hereto except where they vary from the
requirements of the City of Ottawa.
3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by the City of
Ottawa shall constitute acceptance by the Purchaser. The Vendor shall have the right to make minor deviations
from plans and specifications and to substitute other material for that provided for in the plans and specifications
provided that such material is of quality equal to or better than the material in the specifications. Exterior
illustrations are artist concept only and may not be exactly as shown. Actual useable floor space may vary from
the stated floor area. All dimensions are approximate.
4. The Vendor warrants the dwelling erected by it on the real property as per Tarion Warranty Corporation (Ontario
New Home Warranty Program) from the date of closing, exclusive of normal wear and tear and minor faults such
as hair-line cracks in concrete or plaster or health of existing trees on the property (the Vendor will not remove,
replace or treat any existing trees subsequent to the closing of the within transaction). The Vendor warrants it is a
member of the Tarion Warranty Corporation. This warranty is extended to this home under the terms and
conditions of the program. The Vendor further warrants and agrees that prior to the completion of the Pre-
Delivery Inspection of the dwelling by the Purchaser, the Vendor shall provide to the Purchaser a Tarion
Warranty Corporation Homeowner Information Package.
5. Provided title is good and free from all encumbrances except as aforementioned, and except as to any registered
rights-of-way or other registered easements, registered restrictions or covenants that run with the land, whether
specific or blanket, and any subdivision, site plan, development, development deferral fee or other agreements
with any municipal, regional or governmental authority or public or private utility provided that such are complied
with, no objection to the title shall be taken by the Purchaser on the basis of the existence of the foregoing. The
Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in the
possession of the Vendor. The Purchaser is to be allowed fifteen days after this agreement becomes unconditional
or until the closing date, whichever is sooner, to investigate the title at his own expense. If, within that time, any
valid objection to title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove,
and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or
negotiations in respect of such objection, be null and void, and the deposit shall be returned by the Vendor
without interest and

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

6. Taxes, local improvements, water and assessment rates will be apportioned and allowed to the date of closing after which the Purchaser will assume them. The Purchaser agrees that he will reimburse the Vendor for the cost of enrolling the dwelling under the Tarion Warranty Corporation and that for purposes of Land Transfer Tax, the consideration for this transaction will include the Tarion Enrolment Fee. The Purchase shall pay all charges imposed upon the Vendor or the Vendor's Solicitor by the law Society of Upper Canada upon registration of a Transfer/Deed of land or Charge/Mortgage of Land or any other instrument.
7. Notwithstanding anything contained in this agreement as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the real property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the real property.
8. Any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and performed by the Vendor shall be paid for by the Purchaser at the time of signing the B1A &/or 680 for the said work and in the event that for any reason whatsoever this transaction of purchase and sale is not closed the Purchaser will be liable for payment of any work performed under the terms of this paragraph and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor. It is further agreed that in the event any extra custom work or installations have been omitted for any reason, the Vendor in its sole discretion shall be entitled to complete the extra custom work and installations after the Closing Date, or alternatively refund to the Purchaser after the Closing Date, the full amount paid by the Purchaser for such extra custom work or installations. In any event, the Vendor's liability hereunder shall be limited to the amount paid by the Purchaser for such extra custom work and/or materials and this provision shall survive the closing of this transaction. The Purchaser further agrees that if this Agreement is not completed as aforesaid and if the Vendor deems it necessary to return to the Vendor's standard colours or finishings or to remove any options and/or extras or colours or finishings specifically ordered or chosen by the Purchaser and already performed by the Vendor, then the Purchaser will pay to the Vendor, on demand, the cost of returning the said options and/or extras, or colours or finishings to the Vendor's standard.
9. The Purchaser covenants and agrees with the Vendor to execute any usual and reasonable grant or grants of easement over or under the lands herein required by any municipal authority or public utility or by the Vendor during a period of five years from the date of closing.
10. This agreement is subject to compliance by the Vendor with the Planning Act as amended, and any necessary approval of the conveyance shall be obtained by the Vendor at its expense.
11. The Purchaser shall within 14 days of this agreement of purchase and sale becoming unconditional make a selection with respect to such items as the Vendor permits the Purchaser to have a choice of colour, style or type. The Purchaser's failure to make such selection within such time shall be a cause for postponement of closing by the Vendor pursuant to this paragraph. No changes in selection shall be permitted unless authorized in writing by the Vendor and the cost of any change shall be \$300.00 plus any additional material or equipment.

(a) The Purchaser agrees that if any option and/or upgrade or finishings ordered by the Purchaser is not reasonably available during construction so that the Vendor, by seeking to obtain it, would be delayed in the construction of the Dwelling, the Vendor may so notify the Purchaser and, the Vendor will, provide the Purchaser with an opportunity to make an alternative selection within such time frame as the Vendor shall determine, failing which the Vendor may at its discretion choose any colours or finishings necessary to complete the construction schedule.

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

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

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

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

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28. The Purchaser acknowledges that the pre-occupancy inspection is the only opportunity the Purchaser will have to inspect the dwelling prior to closing and that if the Purchaser is arranging independent mortgage financing, any applicable lenders or their appraisers, inspectors or authorized representatives will not have access to the dwelling other than at the time of the pre-occupancy inspection. Except only for such right of inspection for the Purchaser at the time of the pre-occupancy inspection, the Purchaser, and the Purchaser’s agents, invitees and licensees shall not enter on, upon or into the Land prior to closing, or do, or permit to be done, any work and/or supply any material to the Land before closing. The Purchaser shall indemnify and save harmless the Vendor and those for whom it is in law responsible, from any action, cause of action, claim, suit, cost, demand, damage and/or loss which may be cause and/or contributed to by the Purchaser, or any of the Purchaser’s friends, relatives, invitees, workers, and/or agents who enter into or on the Land whether with or without the express or implied authorization of the Vendor.
29. **Schedules “A”, “B”, “D”. “E”, “G”, “T”** C-1, H, M, W2
attached form part of this Agreement of Purchase and Sale.
30. The Purchaser acknowledges that he has been advised to direct roof leaders to pervious areas where sufficient areas are available and grassed areas receiving roof-run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services of the City of Ottawa.
31. (a) Each Purchaser consents to the Vendor collecting his or her personal information in accordance with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act, as it may be amended from time to time, (the “Act”) and further consents to the Vendor using and disclosing the personal information in the manner required of it under the Act;
- (b) The Transfer to the Lands shall only be in the name of the Purchaser unless the Purchaser provides the Vendor with a Direction as to Title and all other information and documentation on the new Purchaser required to enable the Vendor to comply with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act.
- (c) The Purchaser warrants that the information contained in Schedule “T” is true and accurate, that any changes to the information will be promptly given to the Vendor as they become known, that the Purchaser will permit the Vendor to see the original documentation necessary to verify the details on Schedule “T” and that the Purchaser will provide the Vendor with copies of the Identity Verification Documentation listed in the Schedule “T”.
- (d) No deposits or other payments will be made to the Vendor in cash and the Vendor will not be required to make any payments to the Purchaser or any other person or Organization except full disclosure and compliance with the Proceeds of Crime (Money Laundering) and Terrorism Financing Act.

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

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

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

the 3 day of February , 2022 .

Witness

Witness

IN WITNESS WHEREOF the Vendor has executed the agreement

the 4 day of February , 2022 .

Purchaser's Address:

317 Brisdale Drive

Brampton, ON

L7A 3C1

Telephone Number(s):

Home: N/A

Work: 905-458-6771 ext. 219

Cell: 416-428-1231

Solicitors Info:

Jerry Saltzman (Westwood Mall)

7205 Goreway Drive #15

Mississauga, ON

L4T 2T9

Phone: 905-671-1178

DocuSigned by:
Jean-Lucien Milien
Purchaser
967C46FDF4C849F...

Birth Date: August 6th, 1952

Purchaser

Birth Date:

VALECRAFT HOMES LIMITED

DocuSigned by:
Diane Brunet
Per:
59A2330D9E4E4C7
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Vendor's Address:

1455 Youville Drive Suite 210

Orleans, Ontario K1C 6Z7

Phone: 613-837-1104

Fax: 613-837-5901

Vendor's Solicitor:

Lawrence Silber

Kelly Santini LLP

2401-160 Elgin Street

Ottawa, Ontario, K2P 2P7

Phone: 613-238-6321

Fax: 613-233-4553

SCHEDULE “A”

RATHWELL LANDING

Attached to and forming Part of this Agreement of Purchase and Sale for Builder's Lot/ Unit: 235
Plan 4M-1589 , in the City of Ottawa, in the Province of Ontario (the “Real Property”).

MUNICIPAL COVENANTS

I/We hereby aknowledge the following;
The owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision shall contain the following clauses which shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands for the benefit of the lands in the Subdivision:

1. 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 whatsoever on the part of the transferee, the General Manager, Planning, Infrastructure and Economic Development 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 General Manager, Planning, Infrastructure and Economic Development 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* in like manner as municipal taxes.
2. The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that he will not commence construction of any building unless,

a) a building permit has been issued;
b) all requirements with respect to underground Works, road base granulars and first lift of asphalt have been carried out on the Roads on which the subject lot fronts;
c) 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 City Road network; and
d) the whole or such portion of the mass earth moving or general grading deemed necessary by the General Manager, Planning, Infrastructure and Economic Development has been completed and approved.
3. 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 General Manager, Planning, Infrastructure and Economic Development .
4. 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 General Manager, Planning, Infrastructure and Economic Development. 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 City of Ottawa or the City of Ottawa may complete the Works at the Transferee's expense.

Furthermore, the Transferee agrees that the City of Ottawa 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 City of Ottawa in performing any restoration work shall be paid to the City of Ottawa 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 City of Ottawa and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 427 of the Municipal Act 2001 and collected in like manner as municipal taxes.

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5. The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, covenants and agrees that he will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the General Manager, Planning, Infrastructure and Economic Development 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 City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.
6. 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 .
7. 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 City of Ottawa's Zoning By-laws(s).
8. **Fences**
The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that he must maintain all fences in good repair, including those as constructed by the developer along the boundary of his land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Transferee agrees to include this clause in any future purchase and sale agreements.
9. **Gates**
The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, acknowledges being advised that gates accessing public property are not permitted in the fences.
10. **Proximity to Public Buildings/ Facilities**
The Transferee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that parkland within this Subdivision and/or already existing in the vicinity of the Subdivision may have:

(i) active hard surface and soft surface recreational facilities;

(ii) active lighted sports fields;

(iii) recreation and leisure facilities;

(iv) potential community centre;

(v) library;

(vi) day care; and

(vii) other potential public buildings/facilities.
11. **Hartsmere Drive and Dalmation Way**
The Transferee, for himself, his heirs, executors, administrators, successors, and assigns, acknowledges being advised that Hartsmere Drive will not be constructed and Dalmation Way shall be closed to vehicular traffic, except for emergency vehicles, until such time as the east-west collector road, Parade Drive and Hickstead Way are constructed from Stittsville Main Street to connecting either Fernbank Road and/ or Shea Road through the Area 6 East Land (Davidson Lands).
12. **5 Metre No-Touch Zone**
The Transferee of Lots 214 to 221 for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the rear five metres of his lot is a tree preservation and no-touch zone.

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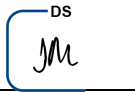


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Notice to Purchasers

- 1. The Purchaser acknowledges having been advised of all development charges related to the lot/block he or she is purchasing including development charges already paid and development charges that may be payable in the future.
- 2. 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 General Manager, Planning, Infrastructure and Economic Development.
- 3. 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.
- 4. The Purchaser acknowledges that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, 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 their community.
- 5. The purchaser acknowledges and agrees that the postal service may be delivered by way of community mailboxes, which shall be located to the satisfaction of Canada Post.
- 6. 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, types, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. 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 City’s approval process.
- 7. The purchaser of any lot or block hereby acknowledges that he has been advised of:
 - (a) An approved Composite Utility Plan
 - (b) General plan of services required to be provided by the Owner pursuant to the Subdivision Agreement for the lot or block.
 - (c) The proposed location possible bus shelters and pads and paved passenger standing areas at bus stops.
 - (d) the proposed location for the community mailboxes within the Subdivision.
 - (e) the proposed driveway location.
 - (f) The proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot.
 - (g) the proposed grading and drainage plan for the lot or block, and understands that it is the responsibility of the purchaser to maintain the proposed drainage patterns; and
 - (h) The proposed location of the potential bus routes including temporary bus routes.
 - (i) The approved Official Plan designation for the Subdivision.
 - (j) The location and types of trees.
 - (k) The zoning of the existing development and potential development lands within the Subdivision and within two kilometres of the limits of the Subdivision.
- 8. The Purchaser further acknowledges and agrees not to install a pool or landscaping prior to Final Acceptance of grading by the City. The Purchaser acknowledges being advised that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of pool installation on any individual lot. The Purchaser acknowledges that he must obtain approval of the city of Ottawa's General Manager, Planning, Infrastructure and Economic Development prior to undertaking any grading alterations or installing a pool on any lot within this Subdivision. It is further acknowledged and agreed that a pool may not be permitted on all lots.
- 9. The purchaser further acknowledges that the information he has been advised of and described above is subject to change through the City’s approval process.

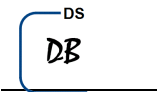
DS



Purchaser

Purchaser

DS



Vendor

10. **Infiltration of Stormwater**
The Purchaser acknowledges, that the grading of the subdivision and lots provides for the storage of stormwater for short periods of time during rainfall events to encourage infiltration of stormwater into the ground water table.
The Purchaser agrees not to alter the grade in the rear yard or install swimming pools which would interfere with this ponding and infiltration of stormwater. The Purchaser agrees to seek the advice and approval of the City prior to undertaking any grading alterations.
11. **Maintenance of Park and Stormwater Management Blocks**
The Purchaser acknowledges that although the park block and stormwater management blocks are located adjacent to one another, the function of each block differs significantly and so may the level of service associated with operation and maintenance, which shall include but not be limited to such things as grass cutting for the stormwater management block.
12. **Snow Removal**
The Transferee for himself, his heirs, executors, administrators, successors, and assigns acknowledges being advised that it is the Transferee’s responsibility to remove snow and ice from the driveway portion of the City-owned boulevard. This obligation applies to City-owned boulevard located both in front of the Transferee’s property and at the rear of the Transferee’s property if there is a public lane adjacent thereto.

The Transferee covenants with the transferor that the above clause, verbatim, shall be included in all subsequent Agreements of Purchase and Sale and Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the owner of adjacent road.
13. The original colours as chosen by the Transferor for the architecturally controlled exterior house colour package may not be altered without the prior written consent of the Transferor for fifteen (15) years for the initial transfer of the property from the Transferor in order to maintain architectural consistency throughout the community.
14. The Designers and Builders of this Subdivision together with the City of Ottawa have developed a Conservation Handbook designed to provide the homeowners with information on the sensitive natural features in and around Rathwell Landing. The objective of this Conservation Handbook is to identify the natural features in your neighbourhood and to provide advice how homeowners can be good environmental stewards to ensure that these natural features remain healthy over the years to come. **The Purchasers acknowledge receipt of this Handbook.**

DS



Purchaser

Purchaser

Dated at Brampton this 3 day of February , 2022 .

SIGNED, SEALED AND
DELIVERED in the presence of

DocuSigned by:



Purchaser

August 6th, 1952

Birth Date

Witness:

Purchaser

Birth Date

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

Dated at Ottawa this 4 day of February , 2022

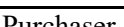
Valecraft Homes Limited

Per:

DocuSigned by:



SCHEDULE "B" SPECIFICATIONS Singles & Bungalows 800 & 1000 SERIES			
PLAN #: 4M-1589		Rathwell Landing	MODEL: 804 Manning C REV LOT: 235
CIVIC ADDRESS:		668 Parade Drive	
Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES LIMITED		and Jean-Lucien Millien	
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 City approved Landscape Plans - Asphalt basecoat paved driveway - Lot to be graded to City of Ottawa approved Grading Plan			
EXTERIOR FINISHES - Brick, stone, vinyl & /or vinyl cedar shakes on front façade as per plan. Complete with Signature Valecraft Homes Ltd. - decorative brick at front entrance - Composite Board on 2nd storey front elevation as per plan - 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 front entrance doors with thermal glass 3/4 lites. - Front entrance door with sidelite and/ or feature highliter windows 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: - 8" x 7'- 10" 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) - 7/16" Engineered OSB roof sheathing c/w H-clips - Prefabricated roof trusses as per engineered design			
INSULATION: - Exterior walls: R-22 Fiberglass batt - Ceiling attics: R-60 Fiberglass blown - Fully insulated & drywalled garage - Cathedral/sloped ceilings R-31 Fiberglass batt (where applicable) - Basement exterior walls: R-22 Fiberglass batt, to 6" above finished floor - 6 Mil polyethylene vapour barrier			
ELECTRICAL: - Underground utility wiring including hydro, bell and cablevision - 100 amp service with 48 circuit breaker panel - Heavy duty receptacles for stove and dryer - "Decora" Style white plugs and switches throughout (except exterior) - Smoke detectors & Carbon monoxide detector as per O.B.C. - Front door chime - Ceiling light fixture in all secondary bedrooms - Ceiling Fixture in dining room (where applicable as per plan) - Two exterior weather protected plugs - 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			
DS M Purchaser		DS DB Vendor	

<u>ROUGH-INS:</u>		
- Connection Centre including 5 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 <u>except</u> Inventory Homes and Models are pre-selected by the Vendor. - Conduit from basement to attic space for future wiring requirements - Central vacuum rough-in (as per plan)		
<u>PLUMBING AND FIXTURES:</u>		
- Vitreous China lavatory complete with single lever faucets in all bathrooms except laundry tub as per plan - Double stainless steel kitchen sink with single lever faucet and veggie sprayer - Power vented high-efficiency hot water heater (rental) in Mechanical room. Subject to availability - Pedestal sink in powder room (except models 805,1010,1020,1026,1030 & 1050) - Soaker tub w/ 5'x3' acrylic shower & clear glass shower door with chrome trim in ensuite bath of model 805 only. - 5' fiberglass tub and 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 & or towel ring where applicable - White plumbing fixtures in all bathrooms - Shut off valves at all hot & cold lavatory and kitchen sink supply lines		
<u>HEATING AND VENTILATION:</u>		
- Natural gas fired forced air high efficiency furnace with electronic pilot ignition in Mechanical room - All duct work sized for future air conditioning requirements - 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 - Programmable thermostat - Heat Recovery Ventilation (HRV) in Mechanical room		
<u>FIREPLACE:</u>		
- Natural gas direct vented fireplace with decorative black trim kit as per plan - Polished porcelain or ceramic tiled w/self-sealing grout fireplace hearth and surround		
<u>FLOORING:</u>		
- 36 oz. quality broadloom 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 oak hardwood flooring in Great Room, Dining Room/ Flex Room and Lower Hallway where applicable as per plan.		
<u>INTERIOR TRIM, CABINETS AND FINISH CARPENTRY:</u>		
- Clermont style interior passage doors - Pre-hung Clermont style swing doors c/w bullet catch on all closet doors except where sliding closet doors 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 <u>door hardware</u> 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 - <u>Kitchen pantry</u> as per plan - Solid oak colonial spindles, posts, and/or handrail as per plan. - Oak nosing under standard railing areas as per plan		
<u>INTERIOR FEATURES & FINISHES:</u>		
- 9' Ceiling height on ground floor - Textured stipple ceilings with decor perimeter in all finished areas except bathrooms, powder room and kitchen which shall have smooth ceilings - Two-tone paint: one builder standard colour latex paint to be used throughout (semi-gloss latex for bathrooms, powder room, kitchen), All trim 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" white (from builder's standard)		
<u>WARRANTY COVERAGE:</u>		
- 7 Year major structural warranty - 2 Year mechanical and building envelope warranty - 1 Year material and workmanship warranty		
DS  Purchaser	DS  Purchaser	DS  Vendor

The Purchaser acknowledges that:

1.

Prices and specifications which do not form part of this Agreement are subject to change without notice at the sole discretion of the vendor.

2.

The vendor may substitute materials of equal or greater value without consent.

3.

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.

4.

All colour and material selections are to be made from builder's standard samples unless otherwise paid for as an upgrade.

5.

The vendor may, at his discretion, add brick to external sideyard walls to enhance the streetscape and/or to comply to municipal agreements.

6.

The purchaser understands that all decorator items, furnishings, appliances, draperies, painted colour walls, and floors, wallpaper, panelling, alarm system, central air conditioning and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price.

7.

Service location, hot water tank and furnace location, basement wall height, specifications and material finishes may vary from model homes/plans.

8a.

The number of steps required at entrances into the home may vary from the model home/plans depending on individual lot grading requirements.

8b.

Purchaser acknowledges that exterior railings may be required at front and garage entrance stairs depending on individual lot grading.

9.

Basement window wells may or may not be required depending upon individual lot grading requirements.

10.

The purchaser understands that renderings and brochures are an artist's concept and that some variations may occur to the final finished product.

11.

The Purchaser understands that vertical and horizontal chaseways, dropped ceilings and or bulkheads may be added or deleted in, but not limited to; kitchens, main floor living areas, finished basements, closets, pantries, laundry room, powder rooms, bathrooms and/or at wall and ceiling corners respectively in order to accomodate mechanical systems at the Vendor's discretion.

12.

The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.

13.

The purchaser understands that due to normal manufacturing production materials which are installed in their home may vary slightly in colour from the vendor's samples and/or model homes.

14.

Due to the natural composition of such materials as Granite and Marble, inherent variations in texture, colour and consistency are to be expected and considered normal. As such, the Purchaser agrees not to hold the Vendor liable for such variations.

15.

The wood used in the finishing products of your home such as wood flooring, cabinetry and railings exhibit natural variations in colour tone, graining pattern and consistency. As no two pieces of wood are identical, these natural variations will create colour variations upon staining thereby making it virtually impossible to achieve true colour consistency.

16.

Any hardwood flooring installed in the Real Property is made of kiln-dried natural material which is subject to natural shrinkage (typically in winter when humidity levels tend to be low) and expansion (typically in summer when humidity levels tend to be high) for which the Purchaser(s) agrees is not the responsibility of the Vendor and agrees that the Vendor shall not be liable in respect of such issues. The Purchaser(s) also acknowledges being advised by the Vendor that ceramic tile rather than hardwood flooring is recommended at entry points to the home due to the possibility of water exposure. The Purchaser(s) is advised that the Ontario Building Code recommends against the installation of wood flooring in kitchens, bathrooms, entrance halls, laundry, and general storage areas (the "Designated Areas"). Wood flooring is water permeable and over time such flooring and sub-flooring beneath it could deteriorate if moisture persists. Should the Purchaser(s) selections for materials for the dwelling include wood flooring in the designated areas, the Purchaser(s) assumes the risks described herein voluntarily.

17.

Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of your 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.

18.

The grading and drainage of your lot has been designed and engineered to ensure that surface water is directed away from your home and into swales. These swales run at the side and rear of your property lines. Swales generally have more aggressive slopes relative to the general layout of your lot and will always occupy a portion of the useable space of your lot to serve their function properly.

19.

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 if 3 or more risers are required as a result of grading.

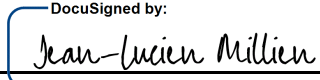
20.

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).

21.

Purchaser(s) acknowledge that High Efficiency Washing machines have the potential to create vibrations due to the tub spinning at very high speeds.

DocuSigned by:



PURCHASER

967C46FDF4C849F...

DocuSigned by:



VALECRAFT HOMES LIMITED

59A233DD9F4E4C7...

PURCHASER

DATE

February 3, 2022

MODEL: 804 Manning C REV

PROJECT Rathwell Landing

LOT NUMBER: 235

Prices, terms and specifications are subject to change without notice. E O.E.

REV: January 2, 2017

SCHEDULE "C-1"

LAWYER AND FINANCING REVIEW

This Agreement of Purchase and Sale is conditional until **five (5) business days** from acceptance of this offer, upon the Purchaser obtaining satisfactory **Financing**, failing which, this and Sale shall become null and void and all deposit monies shall be returned to the Purchaser without Agreement of Purchase interest or penalty.

Within **fourteen (14) days** of the condition respecting financing is waived, the Purchaser agrees to provide the Vendor with written confirmation of the approval of their mortgage.

This Agreement of Purchase and Sale is conditional until **five(5) business days** from acceptance of this offer, upon the Purchaser obtaining the **Lawyer's** approval as to the wording of the Agreement, failing which this Agreement of Purchase and Sale shall become null and void and all monies shall be returned to the Purchaser in full without interest or penalty.

Dated at Brampton this 3 day of February, 2022

Witness

DocuSigned by:
Jean Lucien Millien
Purchaser 967C46FDF4C849F...

Witness

Purchaser

VALECRAFT HOMES LIMITED

BLOCK/UNIT: 235

DocuSigned by:
Diane Brunet
PER 59A2330D9F4E4C7...

PLAN: 4M-1589

February 4, 2022
DATE:

PROJECT: Rathwell Landing

DS
DB

SITE PLAN

E & OE September, 2020

NOTE:
HOUSE REPRESENTATION ON LOTS ARE ARTIST CONCEPT ONLY. FINAL BUILDING LOCATION AND ORIENTATION MAY NOT BE AS SHOWN.

Rathwell Landing PHASE 1

Lot: 235

Model: 804 C The Manning Rev.

Purchasers: Jean-Lucien Millien
February , 2022

LEGEND:

DS
M

- CMB COMMUNITY MAIL BOX
- FIRE HYDRANT
- HYDRO TRANSFORMER BOX
- ROGERS CABLE PEDESTAL
- BELL TV PEDESTAL
- LIGHT STANDARD

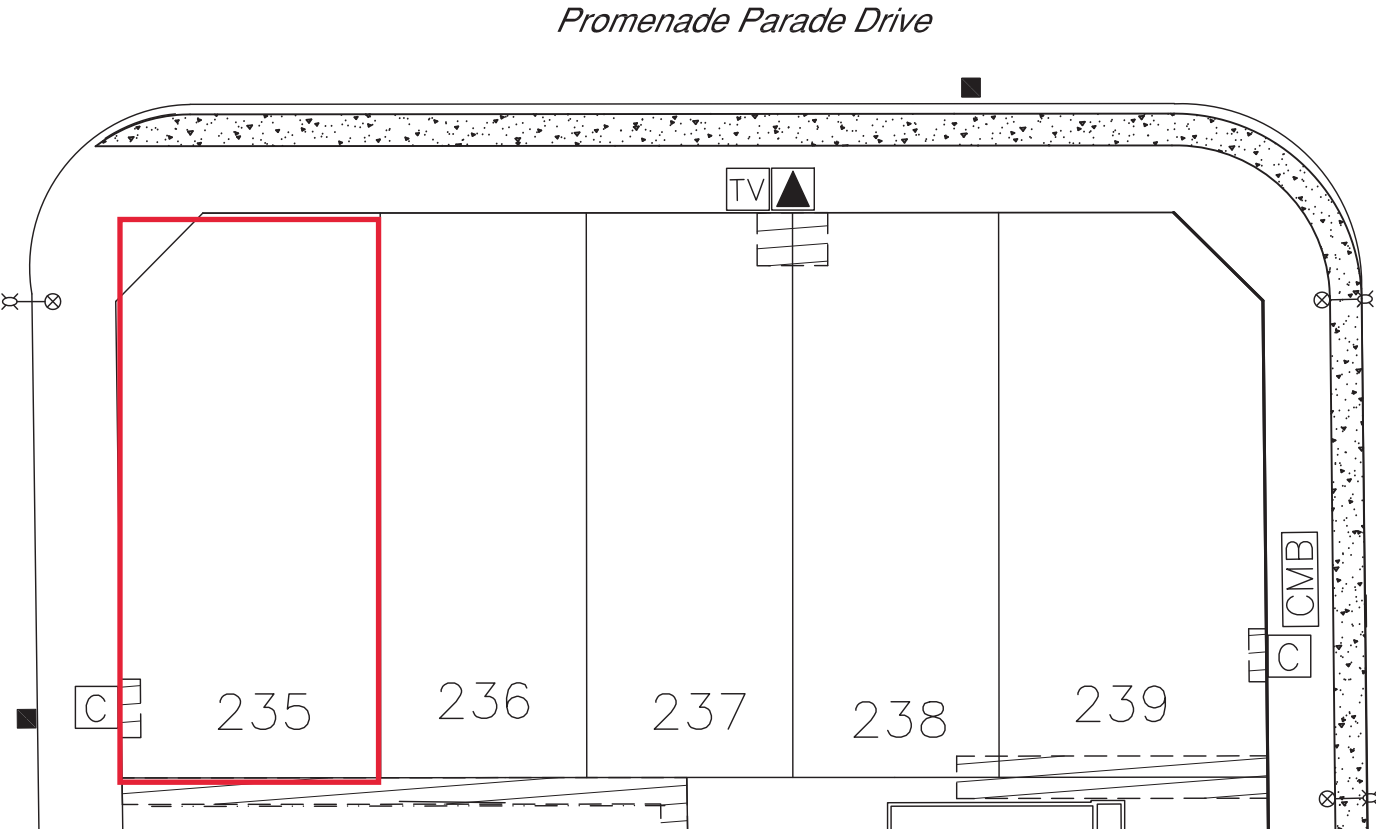
SERVICE EASEMENT

CATCH BASIN

SALES LEGEND:

- MODEL HOME
- SOLD
- EXPRESS HOME
- WO WALK OUT BASEMENT
- BS/L BACK SPLIT/LOOKOUT

SCHEDULE "D"



Valecraft Homes Limited
Schedule "E"



Freehold Form
(Firm Closing Date)

Property Lot 235 Plan 4M-1589

668 Parade Drive

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 Limited
Full Name(s)

PURCHASER Jean-Lucien Millien
Full Name(s)

1. Critical Dates

The **Firm Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 5 day of July, 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 Firm Closing Date: This **Outside Closing Date** could be as late as: the 5 day of July, 2023.

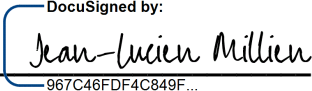
2. Purchaser’s Termination Period

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 4 day of August, 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 3 day of February, 2022.

PURCHASER: 
967C46FDF4C849F...

PURCHASER: _____

Acknowledged this 4 day of February, 2022.

VENDOR : 
59A2330D9F454C7
Revised: February 26, 2020



Freehold Form
(Firm Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR	Valecraft Homes Limited		
	Full Name(s)		
	611	1455 Youville Dr. Suite 210	
	Tarion Registration Number	Address	
	613-837-1104	Orleans	Ontario K1C 6Z7
	Phone	City	Province Postal Code
	613-837-5901	info@valecraft.com	
	Fax	Email*	

PURCHASER	Jean-Lucien Millien		
	Full Name(s)		
	317 Brisdale Drive	Brampton	Ontario L7A 3C1
	Address	City	Province Postal Code
	416-428-1231		
	Phone		
		lucien114@hotmail.com	
	Fax	Email*	

PROPERTY DESCRIPTION

668 Parade Drive		
Municipal Address		
Ottawa	Ontario	K2S 0Z2
City	Province	Postal Code
Lot 235 - Plan 4M-1589		
Short Legal Description		

Number of Homes in the Freehold Project 209 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

☒ Yes ☐ No
☒ Yes ☐ No
☐ Yes ☐ No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property.

☒ Yes ☐ No

If yes, the nature of the confirmation is as follows:
City of Ottawa

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.

DS Purchaser	DS Purchaser	DS Vendor
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**Freehold Form
(Firm Closing Date)**

SETTING AND CHANGING CRITICAL DATES

1. Setting 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) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which shall be set out in the Statement of Critical Dates at the time the Purchase Agreement is signed.

2. Changing the Firm Closing Date – Three Ways

- (a) The Firm Closing Date, 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
 - (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.



Purchaser

Purchaser



Vendor



Freehold Form
(Firm Closing Date)

(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”:

Condition #1 (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 #1 is to be satisfied is the ____day of _____, 20 ____.

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 Firm Closing Date, and will be deemed to be 90 days before the Firm Closing Date if no date is specified or if the date specified is later than 90 days before the Firm 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.

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Purchaser

Purchaser

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Vendor



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(Firm Closing Date)

- (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.

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.

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Purchaser

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Vendor



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- (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.
- (a) 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”):
- (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) 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.


Purchaser

Purchaser


Vendor



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(Firm Closing Date)

- (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.
- (a) 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.
- (b) 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), 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.

"Critical Dates" means 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.

"Outside Closing Date" means the date which is 365 days after the Firm 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).

"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.

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Purchaser

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Vendor



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(Firm Closing Date)

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.

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

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Vendor



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(Firm Closing Date)**

SCHEDULE A

Types of Permitted Early Termination Conditions

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

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.
- The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.
- (b) upon:
- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
 - (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.
- The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.
- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
 - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
 - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
 - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

2. The following definitions apply in this Schedule:

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

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

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

3. Each condition must:

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

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

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

DS

Purchaser

Purchaser

DS

Vendor

Adjustments to Purchase Price or Balance Due on Closing

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 #16 of the Agreement of Purchase & Sale. **\$225.00 + HST= \$254.25**

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 #16 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #6 of the Agreement of Purchase & Sale.
3. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule "G" Clause # 8 of the Agreement of Purchase & Sale.
4. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #6 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.
5. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated **N/A** .
6. Any increase in existing or newly imposed levies, development charges, education development charges or any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 32 of the Agreement of Purchase & Sale.

Signed at **Ottawa** , this **3** day of **February** , 20**22** .

DocuSigned by:
Jean-Lucien Millien
967C46FDF4C849F...

Valecraft Homes Limited

Purchaser

Per:

February 4, 2022

Date:

Lot #: 235

Project: Rathwell Landing



Freehold Form
(Firm Closing Date)

Enrolment Fee Calculation Table (Effective January, 2018)

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

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

DS
M

Purchaser

Purchaser

DS
DB

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
owner base over max


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 \$808,849.56 . 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 Brampton this 3 day of February , 2022

DocuSigned by:

Jean-Lucien Millien

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PURCHASER

VALECRAFT HOMES LIMITED

PURCHASER

DocuSigned by:

Diane Brunet

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PER:

February 4, 2022

DATE:

PROJECT: Rathwell Landing LOT: 235

SCHEDULE "T"

Personal Information of Each Purchaser - Individuals

(1)

Full Name:

Jean-Lucien Millien

Business Address:

526 Fernforest Dr., Brampton, ON, L6R 0W1

Business Telephone Number:

905-458-6771 ext. 219

Home Address:

317 Brisdale Dr., Brampton, ON, L7A 3C1

Home Telephone Number:

N/A

Occupation:

Teacher at Carberry Public School

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:

Driver's Licence

Number:

M4366 39205 20806

DS

M

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



DS
M

PLAN No. 4M-1589

Lot No. RL PH1 235

Model: The Manning

Date: February 3, 2022

Purchaser: Jean-Lucien Millien

SCHEDULE "M"

LOT: 235 PLAN: 4M-1589 SITE: Rathwell Landing
MODEL: 804 Manning C Reverse CLOSING DATE: July 5th, 2022

SCHEDULE "M" to the Agreement of Purchase and Sale between Valecraft Homes Limited,
Vendor and Jean-Lucien Millien Purchaser (s).

The Purchaser(s) acknowledge and understand that they are purchasing a Model Home and that the discounted purchase price reflects the normal wear and tear of a model home. As such the Purchaser(s) agree that no repair or remediation shall be carried out by the Vendor in regards to normal wear and tear and/or minor scratches and blemishes to interior finishes including, but not limited to, hardwood flooring, ceramic floor tiles, countertops, and all painting finishes.

Furniture and decorator items shall be removed from the home prior to closing and the sales office portion returned to a garage.

The following items are included in the purchase price of \$890,000.00
Stainless Steel Refrigerator, Electric Range, Dishwasher, Microwave Combo Hoodfan.
Existing window coverings in Finished Family Room (basement), Master Bedroom Ensuite Bathroom and Main Bathroom on main floor.

Dated at Brampton this 3 day of February, 2022

Witness

DocuSigned by:
Jean-Lucien Millien
Purchaser-967C46FDF4C849F...

Witness

Purchaser

VALECRAFT HOMES LIMITED

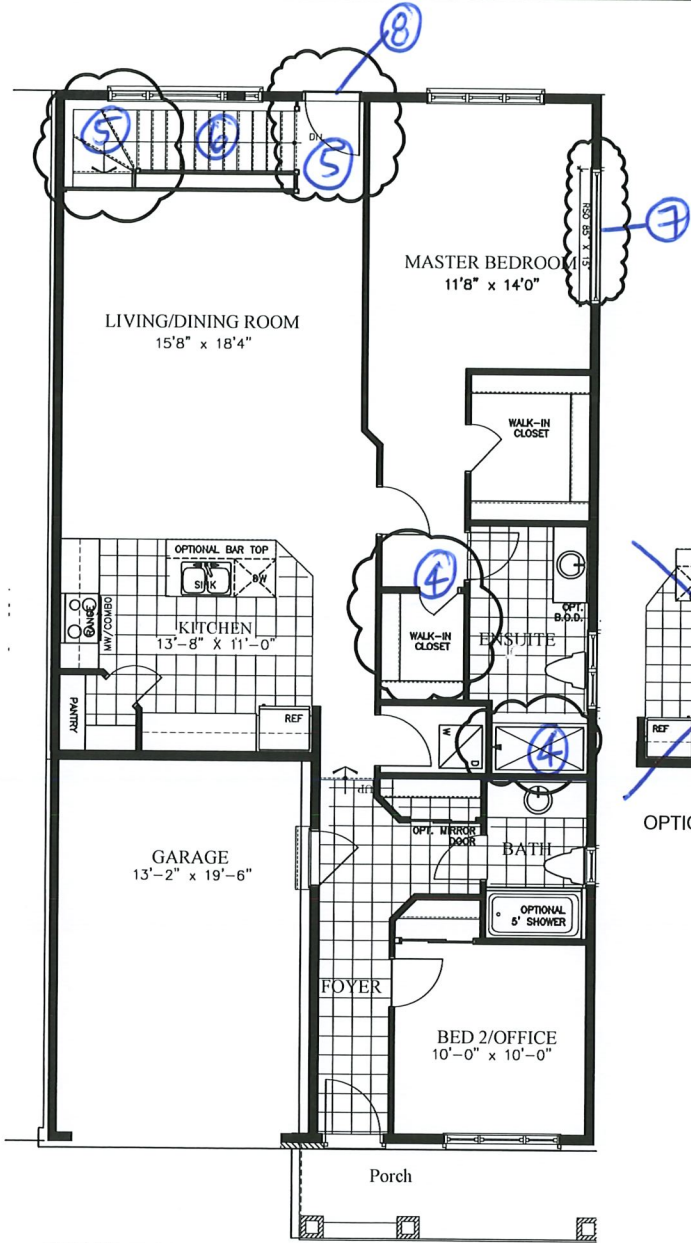
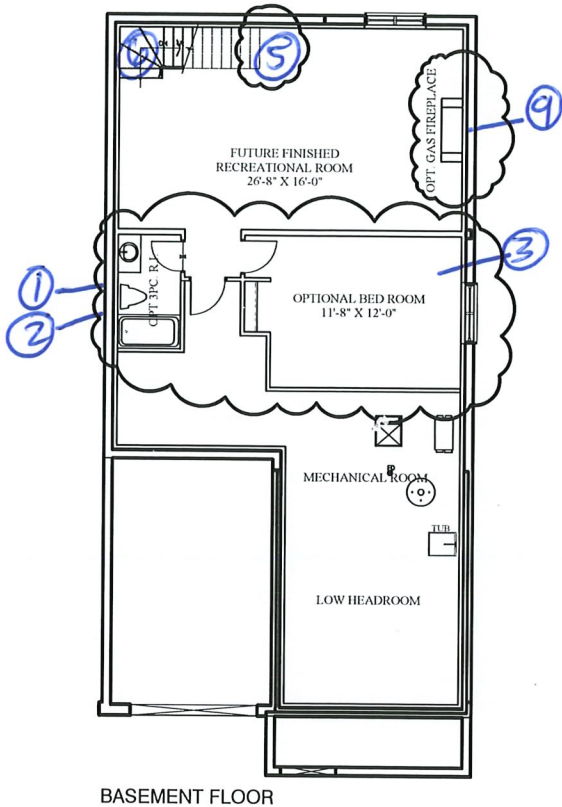
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Diane Brunet
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February 4, 2022
DATE:

The Manning

Model 804
1748 sq.ft
(Includes 460 sqft in basement)

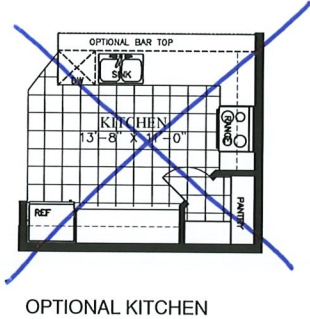
SCHEDULE H



Project: Rathwell Landing
Plan No: _____ Lot No: 235
Model: 804 "C" Rev Date: _____
Purchaser: Jean-Lucien Millien
Purchaser: _____

DS
M

DS
DB



All dimensions are approximate.
Exterior illustrations are artist concepts only and may not be as shown.
E & OE, plans, materials and specifications are subject to change without notice.
Actual useable floor space may vary from the stated floor area.
NOTE * : Number of steps varies due to site grading.
E. & O.E. 09/27/16
804.dwg



The Manning

Model 804
1,748 sq.ft
Includes 460 sq. ft. in basement

Site:	<u>Rathwell Landing</u>	Purchaser:	<u>Jean- Lucien Millien</u>
Plan No.:			
Lot:	<u>235</u>	Purchaser:	
Date:	<u>February 3, 2022</u>		

DS
JM

DS
DB



ELEVATION 'C'

Valecraft.com



*Rendering is an artist concept only. Not to scale and may vary from finished community. Dimensions, specifications and landscaping are approximate and are subject to change without notice. E & O.E 02/10/2017-3