

## AGREEMENT OF PURCHASE AND SALE

## 1. THE UNDERSIGNED

**9080520 Canada Inc.**

(hereinafter called the "Purchaser") hereby agrees with **VALECRAFT HOMES (2019) LIMITED**, (hereinafter called the "Vendor") to purchase the lands and premises known as **BUILDER'S LOT /UNIT: B06**, **being part of**

| Part(s) | of Reference Plan 50R- | Part of Lot(s) | B06 |
|---------|------------------------|----------------|-----|
|---------|------------------------|----------------|-----|

**BLOCK:** of PLAN 50M-352 **SUBDIVISION** PLACE ST THOMAS 6 **Phase** 6

**Municipal Address** 773 Namur Street, **Embrun Ontario**

|                                                              |               |            |
|--------------------------------------------------------------|---------------|------------|
| (herein referred to as the "Lands") together with a dwelling | <b>Model:</b> | <b>130</b> |
|--------------------------------------------------------------|---------------|------------|

**Elevation:** \_\_\_\_\_, **Options:** \_\_\_\_\_ **Reverse** \_\_\_\_\_ to be erected thereon - the lands and dwelling

sometimes being collectively referred to herein as the "Real Property" at the price of \$474,083.04

**DOLLARS** (the "Purchase Price") including net Harmonized Sales Tax ("HST") (subject to Schedule "G") payable as follows:

- |     |                                                                 |                    |
|-----|-----------------------------------------------------------------|--------------------|
| (a) | By deposit received by the Vendor with the offer:               | <u>\$15,000.00</u> |
| (b) | By further deposit upon firm-up:                                | <u>\$15,000.00</u> |
| (c) | By further deposit(s) dated: 30 days post firm-up (post dated): |                    |

- |     |                                  |                    |
|-----|----------------------------------|--------------------|
| (b) | By further deposit upon firm-up: | <u>\$15,000.00</u> |
|-----|----------------------------------|--------------------|

- (c) By further deposit(s) dated: 30 days post firm-up (post dated): \_\_\_\_\_

|                   |                    |
|-------------------|--------------------|
| Total Deposit(s): | <b>\$30,000.00</b> |
|-------------------|--------------------|

(Any NSF cheques for Deposits or Upgrades are subject to an NSF fee of \$75.00) \*In the event that any one of the above deposits is not provided to the Vendor in accordance with the provisions of this Agreement, or if provided, is dishonoured when presented for payment, the Vendor shall notify the Purchaser and the Purchaser shall have five (5) business days to cure such default, failing which, the Vendor shall have the right to declare this Agreement terminated without further notice and, in addition to and without prejudice to any other rights and/or remedies available to the Vendor, at law or in equity, as a consequence of said breach or default by the Purchaser, all deposit monies paid to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages, and not as a penalty.

- (d) The balance of the purchase price being approximately  
\$444,083.04 shall be payable  
 by cash or certified cheque on

the 23rd day of June, 2022  
which shall be the date of closing, (the "Closing").

- (e) Pre-move inspection will be 5 to 10 business days prior to the closing date.

2. **Dwelling:** The Vendor will erect on the Real Property before Closing a dwelling of type 130 Lewis Reverse in a good and workman like manner, in accordance with the plans and specifications filed with the Township of Russell and amendments thereto. The specifications for the dwelling shall be in substantial conformity as set out in Schedule "B" annexed hereto except where they vary from the requirements of the Township of Russell.

3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by the Township of Russell 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. The approximate location and dimensions of the Real Property are shown on Schedule "D" attached hereto (the property is outlined in red).

4. The Vendor warrants that the dwelling erected by it on the Real Property shall conform to Tarion Warranty Corporation's (Ontario New Home Warranty Program) 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 Real Property (the Vendor will not remove, replace or treat any existing trees subsequent to the Closing). The Vendor warrants it is a member of the Tarion Warranty Corporation. The warranty is extended to this dwelling under the terms and conditions of the Ontario New Home Warranty 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. **Selections:** Within twenty-one (21) days of this Agreement becoming unconditional (the “**Selection Date**”), the Purchaser shall make a selection with respect to optional colours and finishes for the dwelling, including any extras to be requested by the Purchaser and permitted by the Vendor. In the event the Purchaser fails to make such selections by the Selection Date, the Vendor shall notify the Purchaser and the Purchaser shall have three (3) days to cure such default, failing which, the Vendor may, at its sole option, either:

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Purchaser

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Purchaser

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Vendor

- (a) make all selections for the dwelling on behalf of the Purchaser, in which event the Purchaser irrevocably agrees to accept the Vendor's selections; or
- declare this Agreement terminated without further notice and, in addition to and without prejudice to any other rights and/or remedies available to the Vendor, at law or in equity, as a consequence of said breach or default
- (b) by the Purchaser, all deposit monies paid to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty.

Notwithstanding the foregoing, the Purchaser acknowledges and accepts that the length of time for the Purchaser's selections that occurs beyond receipt of notification from the Vendor may give rise to the need of the Vendor to exercise its unilateral right to extend the Closing in accordance with the provisions of the *Ontario New Home Warranties Plan Act*. Once the selections have been initially made, there will be no changes in such selections permitted unless authorized in writing by the Vendor and the cost of any change shall be \$300.00 plus HST plus any additional material or equipment costs.

6. **Extras:** Upon request and at the expense of the Purchaser, the Vendor may, but shall not be obliged to, agree to provide certain extras, custom work, upgrades, items or colours which are not included in the Purchase Price payable for the Real Property (collectively referred to as "Extras"). Extras will only be considered if the Amendment for said Extras is received prior to the start of construction of the dwelling. Any Extras exceeding forty thousand dollars (\$40,000.00) will require an additional deposit of fifty percent (50%) of the exceeded amount and is to be paid at the time of signing the Amendment. Any Extras shall be paid for by the Purchaser at the time of signing the Amendment for the said work and in the event that, for any reason whatsoever, the purchase transaction contemplated by this Agreement does not close, the Purchaser shall be liable for said Extras and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor and the Purchaser further agrees to pay the Vendor the cost of returning the Extras to the Vendor's standard dwelling model, at the discretion of the Vendor. It is further agreed that in the event any Extras have been omitted for any reason, the Vendor, in its sole discretion, shall be entitled to complete the Extras after the Closing, or alternatively, refund to the Purchaser after the Closing, the full amount paid by the Purchaser for such Extras. In any event, the Vendor's liability hereunder shall be limited to the amount paid by the Purchaser for such Extras and this provision shall survive the Closing of this transaction.
7. **Pre-Delivery Inspection:** The Purchaser acknowledges that the pre-occupancy inspection is the only opportunity the Purchaser will have to inspect the dwelling accompanied by a representative of the Vendor 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 (the "Pre-Delivery Inspection"). Except only for such right of Pre-Delivery 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 of any material to the Land before Closing. The Purchaser shall indemnify and save harmless the Vendor and those for whom it is in law responsible, from any action, cause of action, claim, suit cost, demand, damage and/or loss which may be caused and/or contributed to by the Purchaser or any of the Purchaser's friends, relatives, invitees, workers and/or agents who enter into or on the Land whether with or without the express or implied authorization of the Vendor. During the Pre-Delivery Inspection, any items remaining to be completed shall be listed on a Certificate of Completion and Possession (the "Certificate") required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act. The Certificate shall be executed forthwith upon such Pre-Delivery Inspection. The parties further agree and acknowledge that only items not yet completed at the time of such Pre-Delivery Inspection together with any mutually agreed deficiencies shall be listed on the Certificate and the Certificate shall constitute the Vendor's only undertaking with respect to incomplete or deficient work. The most current edition of the document entitled Homeowner Information Package, published by the Taron Warranty Corporation will be delivered to the Purchaser at the Pre-Delivery Inspection, as a PDF on a USB key. The Purchaser shall sign and deliver to the Vendor a confirmation of receipt of the said Homeowner Information Package.
8. **Title Matters & Title Search:** The Purchaser agrees to accept the title to the Real Property, subject to the following:

a) such easements as may be registered on title with respect to the installation and provision of services, including telephone, hydro, gas, cablevision, sewers and water;

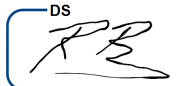
b) the provisions of any agreement entered into by the Vendor or its predecessors-in-title with the Township or other authority;

c) the covenants, restrictions and acknowledgement set forth in Schedule A which may be amended to reflect the requirements of any agreement entered into with the Township;

d) any retaining wall located on the Real Property as may be required by the Township or other authority to reduce the slope of the Lands; and

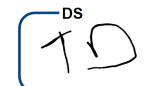
e) any further restrictions, conditions or covenants that run with the Land, provided same have been complied with.

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Purchaser

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Purchaser

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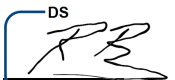
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Vendor

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 and the Vendor shall not be required to produce evidence of compliance with any of the aforementioned easements, agreements, restrictions, conditions or covenants and the Purchaser shall satisfy himself with respect to same. The Purchaser is to be allowed until fifteen (15) days prior to Closing, to investigate the title to the Real Property 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 monies paid by the Purchaser hereunder shall be returned by the Vendor without interest or deduction and the Vendor shall not be liable for any other costs or damages whatsoever. 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.

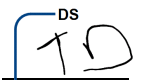
9. **Easements:** In the event that any of the easements referred to in the foregoing paragraph have not been granted by Closing, the Purchaser covenants and agrees with the Vendor to execute any usual and reasonable grant or grants of easement over or under the Land herein required by the Township or other authority including Ontario Hydro, Hydro One, Bell Canada, Enbridge Consumers' Gas, Rogers Communications Inc., or any public authority or utility relating to drainage or other joint service or public purpose during a period of five (5) years from Closing, which covenant shall survive Closing, provided that said easement does not interfere with the dwelling constructed on the Real Property.
10. **Discharge of Prior Mortgages:** The Purchaser acknowledges that the Real Property on Closing may be encumbered by one or more mortgages which are not intended to be assumed by the Purchaser and the Purchaser further agrees that the Vendor shall not be required to obtain and register discharges of any such mortgages with respect to the Real Property until a reasonable time after Closing, provided that if the mortgage is 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, 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 Closing and, provided further 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.
11. **Adjustments:** Taxes, local improvements, water and assessment rates and the cost of electricity will be apportioned and allowed to the Closing, the date of Closing itself to be apportioned to the Purchaser. On or before Closing, the Vendor shall have paid all realty taxes due and owing with respect to the Lands. In the event that realty taxes have not yet been separately assessed for the Real Property, the Vendor shall have the option of undertaking to pay all realty taxes on the Land alone for the year in which Closing occurs, in which event the Vendor shall receive a credit in the statement of adjustments for the estimated amount of such taxes, notwithstanding that all such taxes may not yet be due and payable and this will not yet have been paid. When the actual amount of such estimated realty taxes for the land alone have been determined, the Vendor and Purchaser agree to readjust the statement of adjustments and to make the appropriate payment to each other. 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.
12. The Purchaser agrees that he will reimburse the Vendor for the cost of enrolling the dwelling under the Tarion Warranty Corporation plus applicable HST.
13. The Purchaser acknowledges and accepts that the Real Estate Transaction Levy Surcharge imposed upon the Vendor or the Vendor's Solicitor by the Law Society of Ontario upon the registration of a Transfer/Deed of Land will be the responsibility of the Purchaser and shall be credited to the Vendor on Closing.
14. The Purchaser acknowledges and accepts that there will be an administrative charge levied by the Township in conjunction with setting up the assessment roll number for the Real Property and that this administrative charge will be the responsibility of the Purchaser. If such administrative charge has or will be paid by the Vendor with the realty taxes for the Real Property, there will be a credit to the Vendor in the statement of adjustments. Furthermore, the Purchaser acknowledges and accepts that the Purchaser shall be responsible for any administrative charge to be levied by the Township in conjunction with the change of municipal records to reflect the transfer of ownership to the Purchaser.
15. In the event that, at the Purchaser's request, the Vendor agrees to extend the Firm Closing Date (as such term is more particularly described in Tarion Schedule E hereto), the Vendor reserves the right to charge a fee of \$150 plus HST as a credit to the Vendor in the statement of adjustments for each day that the Purchaser delays Closing beyond the one Business Day referred to in paragraph 1 (d) of this Agreement. Notwithstanding the foregoing, the Vendor shall not be obliged to agree to any request of the Purchaser to delay Closing and at all times, time shall remain of the essence of this Agreement.
16. Occupancy Permit. On or before Closing, the Vendor may provide an occupancy permit issued by the Township confirming that permission to occupy the dwelling on the Real Property has been granted, if such a permit is available. If said permit is not available on Closing, the Purchaser shall, nonetheless, proceed with the Closing.

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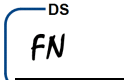
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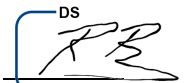
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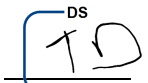
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Vendor

17. **Planning Act:** 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.
18. **Closing and Compensation For Delayed Closing:** This Agreement shall be completed as set for Closing pursuant to the Tarion Schedule E, 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 postponements as set out in the Tarion Schedule E. If the Vendor should be unable to substantially complete the dwelling for occupancy or close this transaction within the extended time, failing agreement in writing by both the Vendor and the Purchaser to further extend the Closing in accordance with the provisions of the Tarion Schedule then this Agreement shall be at an end and the deposit monies returned to the Purchaser without interest or deductions and the Vendor shall not be liable to the Purchaser for any damages, costs, expenses suffered or incurred by the Purchaser as a result of any delay in Closing, other than as provided by the Ontario New Home Warranties Plan Act and the regulations thereunder, as set out in Tarion Schedule E. 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.
19. **Access by Vendor After Closing:** The Vendor or persons authorized by the Vendor shall have free access at all reasonable hours to enter upon the Real Property after Closing in order to make inspections and do any work or repairs thereon which the Vendor deems necessary.
20. 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.
21. **Dispute Resolution:** In the event that either before or after the Closing 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 to terminate or reconvey may be exercised by the Vendor giving notice to the Purchaser or their Solicitor by telefax, prepaid registered mail or personal service at any time before the Closing (for option to terminate) and thereafter (for option to reconvey) within three hundred and sixty-five (365) days of the date the Vendor determines that the dispute arose. If the said option to reconvey 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 of option to reconvey being given and shall pay to the Vendor on account of the Purchaser's period of possession a sum calculated at a yearly rate of ten percent (10%) of the purchase price, adjusted pro-rata to the date of reconveyance. 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 the Purchaser and hereby constitutes these presents as a full release, waiver and estoppel of any such claim. This option to terminate or reconvey 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 Corporation.
22. **Transfer/ Deed of Land:** The deed or transfer (the "**Transfer**") shall be prepared by the Vendor's solicitor, at a cost to the Purchaser of **\$275.00 plus HST** payable on Closing and be messaged electronically to the Purchaser's Solicitor for review and approval. The Purchaser's Solicitor agrees to notify the Vendor's Solicitor at least 10 days prior to Closing as to the manner in which the Purchaser will be taking title and the Purchaser's address for service. If the Purchaser's Solicitor fails to give such notification, the Vendor's Solicitor shall be entitled to prepare the Transfer to the Purchaser as described herein, and if there is more than one Purchaser, the Transfer will show them as joint tenants and insert the Real Property as the Purchaser's address for service. The Purchaser acknowledges that the consideration shown in the Transfer includes the Tarion Warranty Corporation enrolment fee pursuant to tax bulletin LTT 1-2006 "Determining the Value of the Consideration for Transfers of New Homes". The Affidavit of Value of the Consideration pursuant to the *Land Transfer Tax Act* shall be completed by the Purchaser's 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.
23. **Closing Arrangements:** 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 of Ontario, to represent them in connection with the completion of this transaction, and shall authorize such solicitors to enter into an escrow closing agreement in the Law Society Of Ontario's standard form (the "Document Registration Agreement,") establishing the procedures and timing for completing this transaction;

  
Purchaser

  
Purchaser

  
Vendor



- (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 (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 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;
- (d) the Purchaser expressly acknowledges and agrees that it will not be entitled to receive the Transfer 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 or bank draft 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;
- (f) Closing shall occur before 5:00 p.m. on the day of Closing and the keys shall NOT be released to the Purchaser until such time as the Vendor's Solicitor has received the funds payable on Closing and such time as the Transfer is registered.

24. **Tender:** The parties hereby waive personal tender and agree that tender shall be validly and effectively made by the Vendor if:

- (a) the Vendor's Solicitor has delivered all Closing documents to the Purchaser's Solicitor and advised the Purchaser's Solicitor where the keys are available for pick up;
- (b) the Vendor's Solicitor has advised the Purchaser's Solicitor in writing that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement;
- (c) Vendor's Solicitor has completed all steps required by the Teraview Electronic Registration System in order to complete the transaction that can be performed or undertaken by the Vendor's Solicitor without the cooperation or participation of the Purchaser's Solicitor and specifically, when the "completeness signatory" for the Transfer has been electronically "signed" by the Vendor's solicitor and access granted to the Purchaser's Solicitor (but without the Vendor's Solicitor releasing the Transfer for registration by the Purchaser's Solicitor).

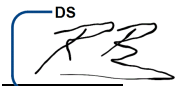
The tender shall be validly and effectively made by the Purchaser if:

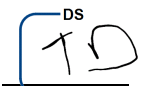
- (a) The Purchaser's Solicitor has delivered all Closing documents to the Vendor's Solicitor as well as payment of the Purchase Price in full, pursuant to the statement of adjustments;
- (b) The Purchaser's Solicitor has advised the Vendor's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement;
- (c) Purchaser's Solicitor has completed all steps required by the Teraview Electronic Registration System in order to complete the transaction that can be performed or undertaken by the Purchaser's Solicitor, without the cooperation or participation of the Vendor's Solicitor.

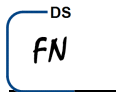
Payment may be made or tendered by certified cheque or bank draft from any Canadian chartered bank or trust company.

25. **Risk:** The dwelling materials 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 dwellings, materials or equipment the Vendor may either repair the damage, 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 or deductions.

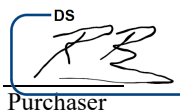
26. **Assignment:** It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this Agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood 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 Land to a person, persons or corporation other than the Purchaser.

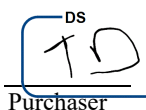
  
Purchaser

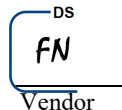
  
Purchaser

  
Vendor

27. **Entire Agreement:** 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. Further the Purchaser acknowledges that all promotional and marketing documentation including sales brochures, sketches and floor plans are of a conceptual nature (artist concept) only and should not be relied upon as providing an accurate rendering of the Real Property.
28. **Time of the essence:** 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.
29. **Irrevocable:** This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of seven (7) 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.
30. **Rental Water Heater:** The Purchaser acknowledges that a rental water heater will be installed by the Vendor's supplier. By entering into this Agreement of Purchase and Sale, the Purchaser acknowledges and agrees that (i) the water heater to be installed in the home will be a rental unit, rented by the Purchaser from Enercare Home and Commercial Services Limited Partnership ("Enercare") pursuant to a rental contract with Enercare, and (ii) by entering into this Agreement of Purchase and Sale, the Buyer does hereby enter into a rental with Enercare on the terms and conditions described in the information contained on the USB key provided at the Pre-Delivery Inspection. The purchaser appoints the Vendor as his/her agent for purposes of entering into the supplier's standard water heater rental agreement, if required and Purchaser shall be responsible for all rental costs as of Closing. The rental agreement will take effect between the Purchaser and the supplier on Closing. 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 on the USB key provided at the Pre-Delivery Inspection.
31. **Vendor's Residency:** The Vendor hereby represents that it is not a non-resident company as defined in Section 116 of the Income Tax Act.
32. **Survey:** The Vendor agrees to furnish the Purchaser on Closing a plan of survey prepared by an Ontario Land Surveyor at the Vendor's expense, showing the location of the dwelling on the Real Property and specifying all front, side and rear setbacks.
33. **No Holdbacks:** The Purchaser agrees that there shall be no hold back as security for the completion of unfinished work or for any other purpose whatsoever and that the full balance of the Purchase Price will be paid to the Vendor on Closing. The Vendor covenants to forthwith remove any construction lien registered against the Land arising out of the Vendor's construction of the dwelling.
34. **Interpretation: Schedules** "A","B","D","E","G","T" B1-A, C-1, H, O, M-1, W2  
attached form part of this Agreement. This Agreement is to be read with all changes of gender and number required by the context and shall extend to, be binding upon and enure to the benefit of the parties hereto, their heirs, estate trustees, successors and assigns. Where there is more than one individual named as a Purchaser, each individual's obligations hereunder shall be joint and several. The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement. The headings do not in any way limit or amplify the terms of this Agreement and are not to be used as an aid in the interpretation of this Agreement. If any date, through inadvertence, is expressed or omitted in this Agreement in contravention of the requirements of the *Ontario New Home Warranties Plan Act* and the regulations thereunder, as set out by Tarion Warranty Corporation, such date shall be deemed to be the date as specified by such requirements and this Agreement shall be read accordingly.
35. 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 Township of Russell.
36. **Personal Information:**  
(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 of the Land 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 Act.

  
Purchaser

  
Purchaser

  
Vendor

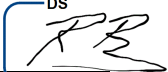
- (c )      The Purchaser warrants that the information contained in **Schedule “T”** is true and accurate, that any changes to the information will be promptly given to the Vendor as they become known, that the Purchaser will permit the Vendor to see the original documentation necessary to verify the 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 Act.

**NOTICE:** By providing personal information to the Vendor in this Agreement, you are consenting to its collection, use and disclosure for the purposes of:

- (a)      providing the Real Property to the Purchaser;
- (b)      maintaining an on-going relationship with the Purchaser after Closing, which may include providing information about products or services offered by the Vendor, its affiliates and other reputable organizations which the Vendor may work with;
- (c)      meeting any legal and regulatory requirements; and
- (d)      such other purposes which may be consistent with the provisions hereof.

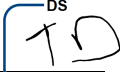
- 37.      Unless the Vendor is advised to the contrary in writing, the Vendor may give the Purchaser's name, address and telephone number to providers of cable television, telephone, alarms, hydro, gas or similar services or utilities. These providers may use the Purchaser's personal information for the purpose of offering their services and products and to communicate with the Purchaser, regarding services and products that may be of interest to the Purchaser and the Privacy Policies, Terms and Conditions of these utility and service providers will then govern the Purchaser's relationship with them. The Vendor makes no assurances or representations to you about such Privacy Policies, Terms and Conditions.
- 38.      **Facsimile:** The parties agree that signatures made and forwarded by fax transmission or electronically shall be deemed to be original signatures for the purposes of this Agreement.
- 39.      **Purchaser's Solicitor:** In the event that the Purchaser has not identified the Purchaser's Solicitor herein, the Purchaser undertakes to advise the Vendor in writing of such solicitor forthwith after the execution of this Agreement. In the event the Purchaser changes such solicitor during the currency of this Agreement, the Purchaser shall advise the Vendor forthwith.
- 40.      **Warranties:** The Purchaser acknowledges and accepts that the only warranties given by the Vendor with respect to the construction and condition of the Real Property are those provided pursuant to the provisions of the Ontario New Home Warranties Plan Act and the regulations thereunder as administered by Tarion Warranty Corporation and the Purchaser hereby waives the right to claim any other remedies whether in law or in equity against the Vendor with respect to the Real Property and this purchase and sale transaction. The Purchaser further accepts that any claims made in connection with the warranties given by the Vendor are subject to the time periods as specified in the warranty legislation.

DS



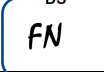
Purchaser

DS



Purchaser

DS



Vendor

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

the 16th day of August, 2021.

Witness

Witness

IN WITNESS WHEREOF the Vendor has executed the agreement

the 17th day of August, 2021.

Purchaser's Address:

4755 Whispering Willow Drive

Navan, Ontario

K4B 0K7

Telephone Number(s):

Home: 613-229-4583

Work: 613-229-4583

Cell: 613-229-4583

Solicitors Info:

Sylvie Patenaude, Sicotte Guilbault

208-4275 Innes Road

Ottawa, ON

K1C 1T1

Phone: 613-590-2516

DocuSigned by:  
Purchaser 24365AF9B650487...

Birth Date: November 5, 1968

DocuSigned by:  
Purchaser 986CFC1C8ECD436...

Birth Date: October 26, 1960

VALECRAFT HOMES (2019) LIMITED

Per: Frank Nieuwkoop  
A04F827301214EE...

Name: Frank Nieuwkoop

Title: Vice President

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:

Sylvie Patenaude

Sicotte Guilbault

4275 Innes Road Suite 208

Ottawa, Ontario, K1C 1T1

Phone: 613-590-2516

Email: spatenaude@sicotte.ca



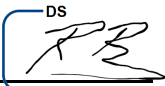
SCHEDULE "A"  
PLACE ST. THOMAS

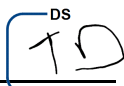
Attached to and forming Part of this Agreement of Purchase and Sale for Builder's Lot Unit/Lot: B06  
Plan 50M-352 , in the Township of Russell, in the Province of Ontario (the "Real Property").

MUNICIPAL COVENANTS

- (a) The Transferee, for himself, his heirs executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, Director of Planning and Building may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the Director of Planning and Building may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 427, of the Municipal Act, 2001, S.O. 2001, c. 25 in like manner as municipal taxes.
- (b) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not commence construction of any buildings unless,
  - (i) A building permit has been issued;
  - (ii) All requirements with respect to underground Works and road base granulars have been carried out on the Roads on which the subject lot fronts;
  - (iii) The Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall Township Road network; and
  - (iv) The whole or such portion of the mass earth moving or general grading deemed necessary by the Township Executive Director of Public Works and Environmental Services has been completed and approved.
- (c) The Transferee, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders and sump pump hoses to a sufficiently large pervious area, all of which shall be to the satisfaction of the Director of Planning and Building.
- (d) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the Director of Planning. Furthermore, the Transferee shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five days of a receipt of a written notice from the Township of Russell or the Township of Russell may complete the Works at the Transferee's expense.

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

  
Purchaser

  
Purchaser

  
Vendor

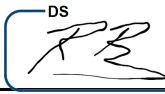
- (e) The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the transferee will not plant poplar, alder, aspen, willow and elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (ie. Silver and Manitoba) or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

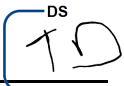
**NOTICE TO PURCHASERS**

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

The purchaser acknowledges that they are responsible for the condition and proper alignment of the water stand post at their property line. Any damage to the stand post after the sale of the lot to the purchaser shall be repaired to the satisfaction of the Township, or in cases of non-compliance repairs shall be done by the Township and billed back to the purchaser.

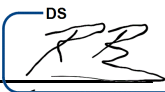
- (d) The purchaser acknowledges that school accommodation pressures exist in the School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local schools and/or by directing students to schools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

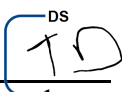
  
Purchaser

  
Purchaser

  
Vendor

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

  
Purchaser

  
Purchaser

  
Vendor

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

Dated at Ottawa this 16th day of August, 2021.

SIGNED, SEALED AND  
DELIVERED in the presence of

DocuSigned by:  
*Roger Brunet*  
Purchaser 24365AF9B650487...

November 5, 1968  
Birth Date

Witness:

DocuSigned by:  
*Therese Desjardins*  
Purchaser 986CFC1C8ECD436...

October 26, 1960  
Birth Date

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

Dated at Ottawa this 17th day of August, 2021

Valecraft Homes (2019) Limited

Per: *Frank Nieuwkoop*  
A04F827301214EE...

SCHEDULE "B"  
SPECIFICATIONS TOWNHOMES 100 SERIES

PLAN 50M-352 PLACE ST THOMAS 6 MODEL: 130 Lewis Reverse LOT: B06  
#:

CIVIC ADDRESS: 773 Namur Street  
Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED  
and 9080520 Canada Inc.  
The Vendor agrees to include the following items in the purchase price herein:

LANDSCAPING:

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

EXTERIOR FINISHES

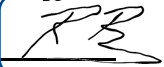
- Brick, stone, vinyl & /or vinyl cedar shakes on front façade as per plan
- KWP Eco Board as per plan on select models
- Maintenance-free vinyl siding with aluminium soffit and fascia as per plan.
- Limited Lifetime warranty self-sealing fiberglass roof shingles
- Maintenance-free Low E Argon filled Zone 2 PVC vinyl windows and wood jamb extension throughout (where applicable) operable and non-operable as per OBC.
- Colonial embossed insulated steel clad doors leading to exterior (Front door with thermal glass lite) (as per plan)
- Full lite front entrance door and sidelites as per plan
- PVC vinyl sliding patio doors w/ wood jamb extension at rear (except Models 105 & 130 c/w full lite garden door) as per plan
- Oversized rear basement window as per plan
- Screens on all operating windows including basement and sliding patio door
- Steel sectional overhead garage door with 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
- Column as per plan.
- "Bristol" vertical Aluminum Mail Box in black or equivalent
- Exterior colour packages are pre-selected by the Vendor
- Maximum Roof Air Ventilation

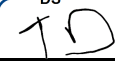
STRUCTURAL AND FRAMING:

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

INSULATION:

- Exterior and Walkout walls: R-20 Fiberglass batt + R5 Continuous Insulated OSB Panel
- Party (common) wall R-12 Fiberglass batt
- Ceiling attics: R-50 Fiberglass blown
- Fully insulated & drywalled garage
- Floors over unheated space: R-40 Fiberglass batt or blown
- Cathedral/sloped ceilings R-31 Fiberglass batt (where applicable)
- Concrete Basement exterior walls: R-20 Fiberglass batt, to approx. 8" above finished floor max.
- 6 Mil polyethylene vapour barrier

DS  
  
Purchaser

DS  
  
Purchaser

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FN  
Vendor



**ELECTRICAL:**

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

**ROUGH-INS:**

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

**PLUMBING AND FIXTURES:**

- Vitreous China lavatory complete with single lever faucets in all bathrooms except laundry tub as per plan
- Drop-in Double stainless steel kitchen sink with single lever faucet and veggie sprayer
- Power vented high-efficiency hot water heater (rental) in Mechanical room. (rental fee is determined by utility company)
- Pedestal sink in powder room as per plan ( except Model 170)
- 5' fiberglass tub/shower combo 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
- Chrome tissue holders, towel bar, robe hook, towel ring where applicable
- White plumbing fixtures in all bathrooms
- Shut off valves at all hot & cold lavatory and kitchen sink supply lines
- Sleeve for future waterline to fridge

**HEATING AND VENTILATION:**

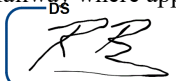
- Natural gas fired forced air high efficiency furnace with electronic pilot ignition in Mechanical room
- Central Air Conditioning
- Separate switch exhaust fans in all bathrooms and powder room - vented to exterior
- Kitchen exhaust fan Microwave/Hood Fan combination (white) over range vented direct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

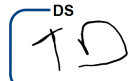
**FIREPLACE- Standard In Great Room of Model 170 Only:**

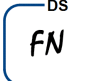
- Natural gas direct vented fireplace with decorative black trim kit w/ spark ignition
- Polished porcelain or ceramic tiled w/self-sealing grout fireplace surround

**FLOORING:**

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

  
Purchaser

  
Purchaser

  
Vendor

**INTERIOR TRIM, CABINETY AND FINISH CARPENTRY:**

- Builder's standard painted raised panel interior passage doors
- Pre-hung Builder's standard painted raised panel swing doors c/w bullet catch on all closet doors except pre-finished sliding closet doors located as per plan
- 4 1/8" Nivaga style baseboard and 2 3/4" Nivaga style casing throughout (MDF painted white)
- Privacy sets for all bathrooms, powder room and master bedroom
- Satin chrome door hardware on interior doors
- Security deadbolt at front entrance door and garage entry door inside home (balcony door on model 130)
- Kitchen cabinetry with laminate countertops
- Vanities with laminate countertops (including backsplash in same material) in all bathrooms (except powder room as per plan)
- Approx. 36" upper kitchen cabinetry
- Kitchen cabinetry opening for future dishwasher
- Kitchen pantry where applicable as per plan
- Solid natural red oak colonial spindles, posts, and/or handrail & brackets as per plan
- Natural oak nosing under standard railing areas as per plan
- Single full width Melamine Laundry shelf approximately 12" Deep to be installed in all main & second floor laundry rooms above washer and dryer.
- Soft close on all cabinetry doors & drawers (excluding corner cabinets)

**INTERIOR FINISHES:**

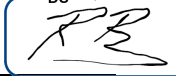
- 9' Ceiling height on ground floor
- Smooth ceilings in all finished areas
- Two-tone paint: one builder standard colour latex paint to be used throughout (semi-gloss latex for bathrooms, powder room, kitchen), All trim & interior doors shall be white semi-gloss latex
- Mirrors with bevelled square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

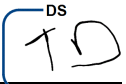
**WARRANTY COVERAGE:**

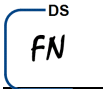
- 7 Year major structural warranty
- 2 Year mechanical and building envelope warranty
- 1 Year material and workmanship warranty

The Purchaser acknowledges that:

- HOUSE EXTERIORS** - The Vendor has the right to exercise full architectural control over exterior finishes and as such, the Vendor shall have final approval of all colour selections. This includes but is not limited to additional brick to external side yard walls to enhance the streetscape and/or to comply to municipal agreements.  
  
- Variations in subcontractors across different sites and varying site conditions may result in house exteriors that differ from the artist renderings. the Builder cannot be responsible for results which differ from the artists renderings of elevations.
- ADDITIONAL WINDOWS** - Additional windows to side elevations are subject to limiting distance as per Current Ontario Building Code and Municipal Zoning.
- MULTI-MEDIA** - The Purchaser understands that all Multi Media locations are approximate and vary from chosen locations.
- IN-WALL CONDUIT FOR AUDIO/VIDEO CABLES** - The purchaser acknowledges and accepts that due to the variation in framing requirements in different parts of the Purchaser's home, conduit lengths and routing can vary. In virtually all instances of ground floor installation (i.e. above a fireplace), conduit will first travel down into the basement below the floor joists, over to the termination point and back up into the main floor. As a result, it is best to measure the length of the conduit after occupancy with a "pull wire" before purchasing The Purchaser's cables. For above fireplace installations, the conduit wall plate will be installed approximately 10" above the Fireplace Mantle, unless otherwise specified in the Client Upgrades.
- PLANS** - Plans are subject to change without notice. Actual usable floor space may vary from the stated floor area. Layout for the services, kitchen, furnace, HWT and laundry tub may vary from plan. Vertical and horizontal bulkhead, which are not shown on plan, may be required for plumbing and heating runs. E.& O.E.  
  
- For townhomes, Purchasers Agree to sign an exterior block plan layout when available. Purchaser(s) acknowledge that rooflines may be altered at this time from the brochure due to block assembly.
- INVENTORY AND MODEL HOMES** - Purchaser(s) Acknowledge And Accept That All Interior Colours And Wiring Have Been Selected And Installed By The Vendor And Will Remain As Installed. (Ie: Cabinetry, Flooring And Paint Colours But Not Limited To.)

  
Purchaser

  
Purchaser

  
Vendor

7. **SELECTIONS AND APPOINTMENTS** - All colour and material selections are to be made from Vendor's standard samples unless otherwise paid for as an upgrade.  

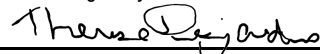
- In the event the work on the house has progressed beyond the point where the items covered by these invoices cannot be installed without entailing any unusual expense, then this order is to be cancelled and any deposit paid in connection with the same is to be refunded to the purchaser.  
  
- The vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the purchaser.  
  
- It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras ordered are not refundable to the Purchaser(s). Extras or changes will not be processed unless signed by the Vendor. These extras may not be amended without the written consent of Valecraft Homes.  
  
- The Purchaser(s) acknowledge and accept that failure to finalize the structural or colour selections by their cut-off date may result in a delay in construction and the builder has the right to extend the closing date. Due to failure to complete the above-mentioned selections and at no fault of us, the builder reserves the right to hold The Purchaser responsible for a delayed closing, including charging extra administration cost and interest on the balance due on closing.
- 8 **ADMINISTRATION FEES** - Purchaser(s) Acknowledge That An Administration Fee Will Be Charged For All Change Orders Received after the cutoff date. No estimates or orders will be accepted once construction has commenced.  

- Should a refund be requested on any extras purchased, an 80% reimbursement of the purchase price will be given. (a \$50.00 minimum charge and a maximum \$250.00 charge will apply.)  
- The purchaser acknowledges and accepts that ANY changes made to upgrades after signing the 680's are subject to a minimum administration fee of \$150. PLUS a 10% holdback fee.  
- Purchasers are aware that any request to add a percentage of upgrades from the 680's will be processed only after the builder receives approval letter from the bank.
9. **GENERAL** - The purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks, furnaces, air conditioning, basement wall height, specifications and material finishes may vary from model homes/plans.  

- The number of steps required at entrances into the home and the garage entrance may vary from the model home/plans depending on individual lot grading requirements. Due to these steps, exterior railings may be required. Purchaser(s) acknowledge the requirement to install an approximate 3' x 3' landing with stairs at the garage entrance to the house as a result of the 2006 Building Code Requirement OBC 9.8.6.2. if 3 or more risers are required as a result of grading.  
- Basement window wells may or may not be required depending upon individual lot grading requirements.  
  
- Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of The Purchaser's driveway may be required depending upon the frontage and specifically if the frontage is less than average as in the case of a pie-shaped lot.  
  
- The grading and drainage of The Purchaser's lot has been designed and engineered to ensure that surface water is directed away from The Purchaser's home and into swales. These swales run at the side and rear of The Purchaser's property lines. Swales generally have more aggressive slopes relative to the general lot and will always occupy a portion of the useable space of The Purchaser's lot to serve their function properly.  
- Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

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PURCHASER

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PURCHASER

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VALECRAFT HOMES (2019) LIMITED

August 16, 2021

DATE

LOT NUMBER: B06

August 17, 2021

DATE

MODEL: 130 Lewis Reverse

PROJECT: PLACE ST THOMAS 6



| Schedule B1A                   |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                           |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------|
| Place St. Thomas - Phase 6     |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                           |
| PURCHASER: 9080520 Canada Inc. |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             | Printed: 1-Mar-22 8:27 am |
| LOT NUMBER<br>B06              | PHASE<br>6                                                                                                                                                                                                                                                                                                                                                                                                                       | HOUSE TYPE<br>130 THE LEWIS | CLOSING DATE<br>23-Jun-22 |
| ITEM QTY EXTRA / CHANGE        |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             | INTERNAL USE              |
| *1<br>87532<br><br>33210       | 1 - - BONUS - DECOR CENTER CREDIT OF \$5, 000.00<br><br>Note: Decor bonus has been applied in full to the purchase price.                                                                                                                                                                                                                                                                                                        |                             |                           |
| 2<br>90162<br><br>33211        | 1 - KITCHEN - STANDARD - SLEEVE FOR FUTURE WATERLINE TO FRIDGE<br><br>Note:                                                                                                                                                                                                                                                                                                                                                      |                             |                           |
| 3<br>90161<br><br>33212        | 1 - - STANDARD - SOFT CLOSE DOORS AND FULL EXTENSION SOFT CLOSE TRACK ON DRAWERS ON ALL CABINETRY THROUGHOUT HOUSE<br><br>Note: Excluding Corner Cabinetry Where Applicable                                                                                                                                                                                                                                                      |                             |                           |
| *4<br>120119<br><br>33377      | *1 - - STAIRS - UPPER - OAK STAIRCASE WITH VENEERED RISERS & STRINGERS AND SOLID TREADS C/W STAINED HARDWOOD ON LANDING<br><br>Note: - Main Floor to 2nd Level as per Schedule H dated May 27, 2021<br>- See item 7<br>- The Purchaser(s) acknowledge and accept that Engineered hardwood flooring will be installed on the landing (Where applicable). To ensure product stability proper humidity levels are to be maintained. | *                           |                           |
| 5<br><br>33227                 | 1 - POWDER ROOM - UPGRADE BUILDER'S STANDARD PEDESTAL SINK TO WALL TO WALL<br>2 DOORS VANITY IN BUILDER'S STANDARD FINISHES<br><br>Note: - Powder Room as per Schedule H dated May 27, 2021                                                                                                                                                                                                                                      |                             |                           |
| *6<br>115521<br><br>33293      | 1 - ENSUITE BATH - ENSUITE - 4PC ENSUITE WITH 2 SINKS AND SHOWER IN LIEU OF TUB IN BUILDERS STANDARD SELECTIONS<br><br>Note: As per Schedule H dated May 27, 2021                                                                                                                                                                                                                                                                | *                           |                           |
| *7<br>113380<br><br>33292      | 1 - GREAT ROOM - RAILING - OAK COLONIAL POSTS, COLONIAL HANDRAILS & COLONIAL SPINDLES IN LIEU OF THE HALF WALL ON THE STAIRS ADJACENT TO GREAT ROOM C/W OPEN STRINGERS<br><br>Note: - As per Schedule H dated May 27, 2021<br>- See item 4                                                                                                                                                                                       | *                           |                           |
| *8<br>113374<br><br>33291      | 1 - UPPER HALL - RAILING - OAK COLONIAL POSTS, COLONIAL HANDRAILS & COLONIAL SPINDLES IN LIEU OF THE HALF WALL IN THE SECOND FLOOR HALLWAY<br><br>Note: As per Schedule H dated May 27, 2021                                                                                                                                                                                                                                     | *                           |                           |
| *9<br>837<br><br>33404         | *2 - GREAT ROOM - WINDOW - ADD C2472-1 CASEMENT WINDOW (OPERATING) LOCATION AS PER SCHEDULE H.<br><br>Note: - Great Room, one to be located approximately centered across from Rear Man Door, and the other approximately 30" from the staircase as per Schedule H dated May 27, 2021<br>- Subject to limiting distance at side yard as per Current Building Code                                                                | *                           |                           |

PREPARED BY: Valerie Gendron  
LOCKED BY: Tricia Oliver  
PE 1,552-1

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Vendor Initials: \_\_\_\_\_ Purchaser Initials: \_\_\_\_\_

CONSTRUCTION SCHEDULING APPROVAL

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

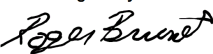
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|---------------------------------------|--------------------------|-------------------------------------------|-----------------------------------------|
| <b>Schedule B1A</b>                   |                          |                                           |                                         |
| <b>Place St. Thomas - Phase 6</b>     |                          |                                           |                                         |
| <b>PURCHASER:</b> 9080520 Canada Inc. |                          |                                           | <b>Printed:</b> 1-Mar-22 8:27 am        |
| <b>LOT NUMBER</b><br><b>B06</b>       | <b>PHASE</b><br><b>6</b> | <b>HOUSE TYPE</b><br><b>130 THE LEWIS</b> | <b>CLOSING DATE</b><br><b>23-Jun-22</b> |
| <b>ITEM QTY EXTRA / CHANGE</b>        |                          |                                           | <b>INTERNAL USE</b>                     |

PURCHASER:

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9080520 Canada Inc.

DocuSigned by:



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16-Aug-21

DATE

VENDOR:

DocuSigned by:



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PER: Valecraft Homes (2019) Limited

DATE:

August 17, 2021

**PREPARED BY:** Valerie Gendron

**LOCKED BY:** Tricia Oliver

**PE 1,552-2**

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|                                  |       |
|----------------------------------|-------|
| CONSTRUCTION SCHEDULING APPROVAL |       |
| PER:                             | _____ |
| DATE:                            | _____ |





| Schedule B1A                   |       |                                                                                                                                                                                                                                                                |                           |
|--------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Place St. Thomas - Phase 6     |       |                                                                                                                                                                                                                                                                |                           |
| PURCHASER: 9080520 Canada Inc. |       |                                                                                                                                                                                                                                                                | Printed: 1-Mar-22 8:28 am |
| LOT NUMBER                     | PHASE | HOUSE TYPE                                                                                                                                                                                                                                                     | CLOSING DATE              |
| B06                            | 6     | 130 THE LEWIS                                                                                                                                                                                                                                                  | 23-Jun-22                 |
| ITEM                           | QTY   | EXTRA / CHANGE                                                                                                                                                                                                                                                 | INTERNAL USE              |
| 12<br>114436                   |       | 1 - KITCHEN - HARDWOOD - OAK - LAUZON - 6 1/4" ESTATE STAINED - KITCHEN                                                                                                                                                                                        |                           |
| 34562                          |       | Note: - As per floor plan sketch dated June 14, 2021                                                                                                                                                                                                           |                           |
| *13<br>114425                  |       | 1 - - HARDWOOD - OAK - LAUZON - 6 1/4" ESTATE STAINED - STANDARD AREAS                                                                                                                                                                                         | *                         |
| 34563                          |       | Note: -Standard areas includes Great room, Dining room and Upper Hallway<br>- As per floor plan sketch dated June 14, 2021                                                                                                                                     |                           |
| *14<br>8                       |       | *1 - FOYER - TILE - FLOOR - UPGRADE - BRONZE - - FOYER / POWDER ROOM - BRONZE                                                                                                                                                                                  | *                         |
| 33590                          |       | Note: - As per floor plan sketch dated June 14, 2021<br>- As per floor tile sketch dated June 14, 2021                                                                                                                                                         |                           |
| *15<br>871                     |       | 1 - KITCHEN - CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE.                                                                                                                                                              | *                         |
| 33591                          |       | Note: -Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate.<br>- As per floor plan sketch dated June 14, 2021<br>- As per kitchen sketch dated June 14, 2021                                |                           |
| 16<br>114874                   |       | 1 - KITCHEN - CABINETRY - UPC9-2A - LEVEL 1 CABINETRY - STANDARD LAYOUT. INCLUDES UPGRADE TO 42IN UPPERS WITH FILLER DETAIL ON UPPER KITCHEN CABINETRY TO STANDARD BULKHEAD                                                                                    |                           |
| 34565                          |       | Note: - Purchaser Acknowledges and accepts that Upper Kitchen cabinetry upgraded wood doors will have center style<br>- As per UPC sketch dated June 14, 2021<br>- As per floor plan sketch dated June 14, 2021<br>- As per kitchen sketch dated June 14, 2021 |                           |
| 17<br>112938                   |       | 1 - KITCHEN - CABINETRY - UPGRADE KITCHEN CABINETRY TO LEVEL 1                                                                                                                                                                                                 |                           |
| 34567                          |       | Note: - As per kitchen sketch dated June 14, 2021. See item 25.                                                                                                                                                                                                |                           |
| *18<br>112955                  |       | 1 - MAIN BATHROOM - VANITY - UPGRADE MAIN BATHROOM VANITY CABINETRY TO LEVEL 1                                                                                                                                                                                 | *                         |
| 34569                          |       | Note: As per kitchen sketch dated June 14, 2021                                                                                                                                                                                                                |                           |
| 19                             |       | 1 - POWDER ROOM - CABINETRY- LEVEL 1 CABINETRY IN POWDER ROOM                                                                                                                                                                                                  |                           |
| 33599                          |       | Note: - See B-1a's # 5 ( upgrade to vanity in powder room)<br>- As per kitchen sketch dated June 14, 2021                                                                                                                                                      |                           |
| *20<br>120197                  |       | *1 - ENSUITE BATH - VANITY - UPGRADE 4PC ENSUITE VANITY C/W 2 SINKS - CABINETRY - LEVEL 1                                                                                                                                                                      | *                         |
| 34571                          |       | Note: - See Item 6 (4pc ensuite bathroom)<br>- As per kitchen sketch dated June 14, 2021                                                                                                                                                                       |                           |
| *21<br>115141                  |       | *1 - KITCHEN - COUNTERTOP - QUARTZ - LEVEL 1 - KITCHEN STD LAYOUT C/W FLUSH BREAKFAST BAR                                                                                                                                                                      | *                         |
| 34573                          |       | Note: -Eased edge profile as per countertop edge profile sketch dated June 14, 2021<br>- As per floor plan sketch dated June 14, 2021<br>- As per kitchen sketch dated June 14, 2021                                                                           |                           |

PREPARED BY: Valerie Gendron  
LOCKED BY: Lisa Ballard  
PE 1,559-1

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Vendor Initials: \_\_\_\_\_ Purchaser Initials: \_\_\_\_\_

CONSTRUCTION SCHEDULING APPROVAL

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

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



| Schedule B1A                   |            |                                                                                                                                                                                       |                                         |
|--------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Place St. Thomas - Phase 6     |            |                                                                                                                                                                                       |                                         |
| PURCHASER: 9080520 Canada Inc. |            |                                                                                                                                                                                       | Printed: 1-Mar-22 8:28 am               |
| LOT NUMBER<br>B06              | PHASE<br>6 | HOUSE TYPE<br>130 THE LEWIS                                                                                                                                                           | CLOSING DATE<br>23-Jun-22               |
| ITEM                           | QTY        | EXTRA / CHANGE                                                                                                                                                                        | INTERNAL USE                            |
| 22                             |            | 1 - <i>POWDER ROOM</i> - COUNTERTOP -QUARTZ- LEVEL 1- POWDER ROOM                                                                                                                     |                                         |
| 33602                          |            | Note: - See B-1a's #5 (upgrade to vanity in powder room)<br>- Eased edge profile as per countertop edge profile dated June 14, 2021<br>- As per floor plan sketch dated June 14, 2021 |                                         |
| 23                             |            | 1 - - PAINT ADDITIONAL COLOUR (NON DEEP BASE) BUILDERS STANDARD PAINT. PER COLOUR FOR COMPLETE HOUSE                                                                                  |                                         |
| 1000                           |            |                                                                                                                                                                                       |                                         |
| 33603                          |            | Note:                                                                                                                                                                                 |                                         |
| 24                             |            | 1 - <i>KITCHEN</i> - OTR - BASIC - 1.7 C/F MICROWAVE WITH HOOD - UPGRADE TO STAINLESS STEEL                                                                                           |                                         |
| 120125                         |            |                                                                                                                                                                                       |                                         |
| 33604                          |            | Note: - As per floor plan sketch dated June 14, 2021                                                                                                                                  |                                         |
| *25                            |            | 1 - <i>KITCHEN</i> - CABINETRY - UPGRADE TO 2 KITCHEN CABINETRY DOOR COLOURS                                                                                                          | *                                       |
| 90924                          |            |                                                                                                                                                                                       |                                         |
| 34574                          |            | Note: - As per floor plan sketch dated June 14, 2021<br>- As per kitchen sketch dated June 14, 2021<br>-See Item 17                                                                   |                                         |
| *26                            |            | *1 - <i>KITCHEN</i> - KITCHEN FAUCET - DELTA MARLEY 986LF - AR ARCTIC STAINLESS                                                                                                       | *                                       |
| 635                            |            |                                                                                                                                                                                       |                                         |
| 33606                          |            | Note: - See Item #21 & #27                                                                                                                                                            |                                         |
| 27                             |            | 1 - <i>KITCHEN</i> - KITCHEN SINK - REGINOX ND1831UA/9 DOUBLE BOWL UNDERMOUNT SINK                                                                                                    |                                         |
| 28041                          |            |                                                                                                                                                                                       |                                         |
| 33607                          |            | Note: -See Item #21 for solid surface countertop                                                                                                                                      |                                         |
| *28                            |            | *1 - <i>POWDER ROOM</i> - BATHROOMS - DELTA TRINSIC SINGLE HANDLE HIGH - ARC LAVATORY FAUCET 559HA - DST                                                                              | *                                       |
| 523                            |            |                                                                                                                                                                                       |                                         |
| 33609                          |            | Note:                                                                                                                                                                                 |                                         |
| 29                             |            | 1 - <i>MAIN BATHROOM</i> - COUNTERTOP- REMOVE 4" LAMINATE BACKPLASH IN MAIN BATHROOM                                                                                                  |                                         |
|                                |            |                                                                                                                                                                                       |                                         |
| 33633                          |            | Note: - As per floor plan sketch dated June 14, 2021                                                                                                                                  |                                         |
| 30                             |            | 1 - <i>ENSUITE BATH</i> - COUNTERTOP- REMOVE 4" LAMINATE BACKPLASH IN MASTER ENSUITE BATHROOM                                                                                         |                                         |
|                                |            |                                                                                                                                                                                       |                                         |
| 33634                          |            | Note: - See B-1a's #6 (4pc ensuite bathroom)<br>- As per floor plan sketch dated June 14, 2021                                                                                        |                                         |
| *31                            |            | *1 - <i>POWDER ROOM</i> - BATHROOM SINK - AMERICAN STANDARD BOXE UNDERMOUNT SINK 0315 - 000                                                                                           |                                         |
| 28052                          |            |                                                                                                                                                                                       |                                         |
| 34154                          |            | Note: - See B-1a's #5 (upgrade to vanity in powder room)<br>-See Item #22 for solid surface countertop                                                                                |                                         |
| 32                             |            | 2 - - CERAMIC TILE - GROUT COLOR PER COLOUR                                                                                                                                           |                                         |
| 704                            |            |                                                                                                                                                                                       |                                         |
| 34159                          |            | Note:                                                                                                                                                                                 |                                         |
| 33                             |            | 1 - <i>KITCHEN</i> - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE                                                                                                 |                                         |
| 165                            |            |                                                                                                                                                                                       |                                         |
| 34160                          |            | Note: - As per wall tile sketch dated June 14, 2021<br>-See Item 34                                                                                                                   | <div>DS<br/>FN</div> <div>DS<br/></div> |

PREPARED BY: Valerie Gendron  
LOCKED BY: Lisa Ballard  
PE 1,559-2

Vendor Initials: \_\_\_\_\_ Purchaser Initials: \_\_\_\_\_

|                                  |       |
|----------------------------------|-------|
| CONSTRUCTION SCHEDULING APPROVAL |       |
| PER:                             | _____ |
| DATE:                            | _____ |



| Schedule B1A                   |            |                                                                                                                                                                                                          |                           |
|--------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Place St. Thomas - Phase 6     |            |                                                                                                                                                                                                          |                           |
| PURCHASER: 9080520 Canada Inc. |            |                                                                                                                                                                                                          | Printed: 1-Mar-22 8:28 am |
| LOT NUMBER<br>B06              | PHASE<br>6 | HOUSE TYPE<br>130 THE LEWIS                                                                                                                                                                              | CLOSING DATE<br>23-Jun-22 |
| ITEM                           | QTY        | EXTRA / CHANGE                                                                                                                                                                                           | INTERNAL USE              |
| 34<br>162                      |            | 1 - <i>KITCHEN</i> - TILE - WALL - BACKSPLASH - INSTALLED IN A BRICK PATTERN -<br>INSTALLATION ONLY - - KITCHEN - .                                                                                      |                           |
| 34161                          |            | Note: - As per wall tile sketch dated June 14, 2021<br>-See Item 33                                                                                                                                      |                           |
| 35                             |            | 1 - - DELETE ITEM 7 (RE: RAILING- OAK COLONIAL POSTS, COLONIAL HANDRAILS &<br>COLONIAL SPINDLES IN LIEU OF HALF WALL ON STAIRS ADJACENT TO GREAT ROOM )                                                  |                           |
| 34501                          |            | Note:                                                                                                                                                                                                    |                           |
| 36                             |            | 1 - - DELETE ITEM 8 (RE: RAILING - OAK COLONIAL POSTS, COLONIAL HANDRAIL &<br>COLONIAL SPINDLES IN LIEU OF HALF WALL IN THE SECOND FLOOR HALLWAY )                                                       |                           |
| 34502                          |            | Note:                                                                                                                                                                                                    |                           |
| *37<br>113644                  |            | *1 - <i>GREAT ROOM</i> - RAILING - OAK MODERN 3 1/2" POSTS, COLONIAL HANDRAILS &<br>GUNN METAL SQUARE METAL SPINDLES IN LIEU OF THE HALF WALL ON THE STAIRS<br>ADJACENT TO GREAT ROOM C/W OPEN STRINGERS | *                         |
| 34575                          |            | Note: - Posts with Routed Top<br>- As per floor plan sketch dated June 14, 2021                                                                                                                          |                           |
| *38<br>113868                  |            | *1 - - RAILING - OAK MODERN 3 1/2" POSTS, COLONIAL HANDRAILS & GUNN METAL<br>SQUARE SPINDLES                                                                                                             | *                         |
| 34576                          |            | Note: - In Standard areas including Posts with Routed Top<br>- As per floor plan sketch dated June 14, 2021                                                                                              |                           |
| *39<br>113638                  |            | *1 - <i>UPPER HALL</i> - RAILING - OAK MODERN 3 1/2" POSTS, COLONIAL HANDRAILS &<br>GUNN METAL SQUARE SPINDLES IN LIEU OF THE HALF WALL IN THE SECOND FLOOR<br>HALLWAY                                   | *                         |
| 34577                          |            | Note: - Posts with Routed Top<br>- As per floor plan sketch dated June 14, 2021                                                                                                                          |                           |

PURCHASER:

DocuSigned by:

24305AF9B050487...

9080520 Canada Inc.

DocuSigned by:

086FC4C8E6D436...

16-Aug-21

DATE

VENDOR:

DocuSigned by:

A04F8273D124F1E...

PE 1,559-3

9080520 Canada Inc.

DATE:

August 17, 2021

PREPARED BY: Valerie Gendron

LOCKED BY: Lisa Ballard

PE 1,559-3

InvoiceSQL.rpt 01sept21

CONSTRUCTION SCHEDULING APPROVAL

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

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



| Schedule B1A                   |       |                                                         |                           |
|--------------------------------|-------|---------------------------------------------------------|---------------------------|
| Place St. Thomas - Phase 6     |       |                                                         |                           |
| PURCHASER: 9080520 Canada Inc. |       |                                                         | Printed: 1-Mar-22 8:28 am |
| LOT NUMBER                     | PHASE | HOUSE TYPE                                              | CLOSING DATE              |
| B06                            | 6     | 130 THE LEWIS                                           | 23-Jun-22                 |
| ITEM                           | QTY   | EXTRA / CHANGE                                          | INTERNAL USE              |
| *10<br>998                     | 1 -   | S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.   | *                         |
| 34430                          | Note: | S&S electric estimate No#SS4778 Rev 05 dated 06/01/2021 |                           |
| *11<br>999                     | 1 -   | ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.        | *                         |
| 34431                          | Note: | Orbital estimate No#OR6097 Rev 04 dated 06/01/2021      |                           |

PURCHASER:

DocuSigned by:

24365AF9B650487...

9080520 Canada Inc.

DocuSigned by:

986CFCTC8ECD436...

16-Aug-21

DATE

VENDOR:

DocuSigned by:

A04F8273012FEE

PE Valecraft Homes (2019) Limited

DATE:

August 17, 2021

PREPARED BY: Valerie Gendron

LOCKED BY: Lisa Ballard

PE 1,590-1

InvoiceSQL.rpt 01sept21

CONSTRUCTION SCHEDULING APPROVAL

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

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

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 Ottawa this 16th day of August, 2021

Witness

DocuSigned by:  
*Robert Brunet*  
Purchaser 24365AF9B650487...

Witness

DocuSigned by:  
*Therese Desjardins*  
Purchaser 986CFC1C8ECD436...

VALECRAFT HOMES (2019) LIMITED

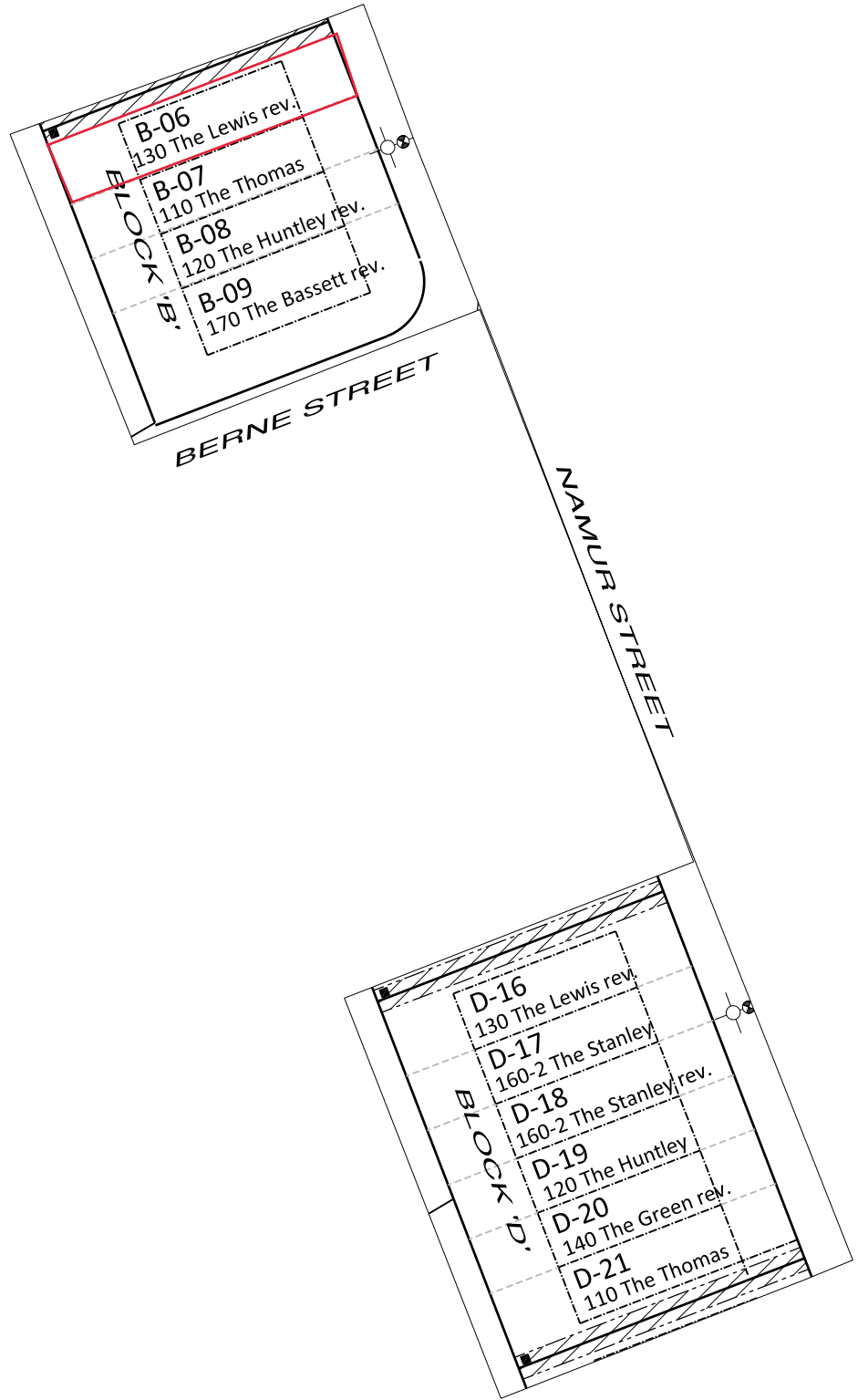
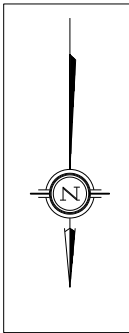
BLOCK/UNIT: B06

DocuSigned by:  
*Frank Nieuwkoop*  
PER A04F827301214EE...

PLAN: 50M-352

August 17, 2021  
DATE:

PROJECT: PLACE ST THOMAS 6



**SITE PLAN**

E & OE May 11, 2021

NOTE:  
HOUSE REPRESENTATION ON LOTS ARE ARTIST CONCEPT ONLY. FINAL BUILDING LOCATION AND ORIENTATION MAY NOT BE AS SHOWN.  
\*LOCATION OF SERVICE UTILITIES TO BE DETERMINED  
\*\*PLEASE CONFIRM WITH HEAD OFFICE TO ENSURE SPECIFIC HOUSE MODEL FITS ON CHOSEN LOT

DS  
FN



Place St. Thomas – Phase 6  
Lot: Powder room, Kitchen  
Model: #130 The Lewis  
Purchasers: 9080520 Canada Inc.

**LEGEND:**

- SERVICE EASEMENT
- CATCH BASIN
- FIRE HYDRANT

\*LOCATION OF OTHER SERVICE UTILITIES TO BE DETERMINED

SCHEDULE "D"



**Valecraft**  
Homes (2019) Limited



**SCHEDULE "G"**

**HARMONIZED SALES TAX AND NEW HOUSING REBATE**

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

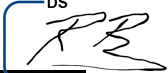
(a) The Real Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon closing and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place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

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

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

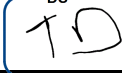
**Property Rebate"**). If the Property is being purchased for investment purposes, the Purchaser will not qualify for the New Housing Rebate and the Purchaser shall be responsible for paying to the Vendor an amount equal to the New Housing Rebate which has been included in the Purchase Price hereunder. All Purchasers buying a new house or residential condominium as a rental property are responsible for applying for the New Residential Rental Property Rebate after the closing of the subject transaction.

DS



Purchaser

DS



Purchaser

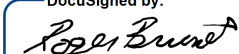
DS



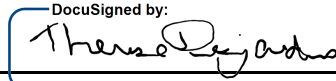
Vendor

6.       The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.
7.       The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely the amount of           \$419,542.52          . The Purchaser is responsible for payment in full of the Land Transfer Tax and 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           Ottawa, ON                 this           16th           day of           August          ,                 2021          

DocuSigned by:  
  
\_\_\_\_\_  
PURCHASER 3455B1E00487...

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:  
  
\_\_\_\_\_  
PURCHASER 8B0C8100E0CD436...

DocuSigned by:  
  
\_\_\_\_\_  
PER: A04F827301214EE...

          August 17, 2021            
DATE:

PROJECT:           PLACE ST THOMAS 6                 LOT:           B06



Valecraft Homes (2019) Limited  
Schedule “E”

Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)

Property B06: 773 Namur Street

Statement of Critical Dates  
Delayed Occupancy 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:** Home buyers are encouraged to refer to the Home Construction Regulatory Authority’s website [www.hcraontario.ca](http://www.hcraontario.ca) to confirm a vendor’s license status prior to purchase as well as to review advice about buying a new home. Please visit Tarion’s website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion’s warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, 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 occupancy of your home.

**VENDOR** Valecraft Homes (2019) Limited  
Full Name(s)  
**PURCHASER** 9080520 Canada Inc.  
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 23 day of June, 2022.

A **Second Tentative Occupancy Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Occupancy Date. The Second Tentative Occupancy Date can be up to 120 days after the First Tentative Occupancy Date, and so could be as late as: the 21 day of October, 2023.

The Vendor must set a **Firm Occupancy Date** by giving proper written notice at least 90 days before the Second Tentative Occupancy Date. The Firm Occupancy Date can be up to 120 days after the Second Tentative Occupancy Date, and so could be as late as: the 21 day of February, 2023.

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

The Vendor can set a Delayed Occupancy Date that is up to 365 days after the earlier of the Second Tentative Occupancy Date and the Firm Occupancy Date: This **Outside Occupancy Date** could be as late as: the 23 day of October, 2023.

2. Notice Period for an Occupancy Delay

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

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 25 day of March, 2022.

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

Notice of a second delay in Occupancy must be given no later than: the 22 day of July, 2022.

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

3. Purchaser’s Termination Period

If the home is not complete by the Outside Occupancy 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 22 day of November, 2023.

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 11 and 12 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 16 day of August, 2021.

DocuSigned by:  
Frank Nieuwkoop  
A04F827301214EE...

VENDOR:

Acknowledged this 17 day of August, 2021.

DocuSigned by:  
Roger Brunet  
DocuSigned by: 487...

PURCHASER:

DocuSigned by:  
Theresa Richardson  
986CFC1C8ECD436...

PURCHASER:



Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)

Addendum to Agreement of Purchase and Sale  
Delayed Occupancy 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 is freehold but also involves an interest in a common elements condominium corporation. This Addendum contains important provisions that are part of the delayed occupancy 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 OCCUPANCY WARRANTY.**

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

The Vendor shall complete all blanks set out below.

|        |                                |                         |             |
|--------|--------------------------------|-------------------------|-------------|
| VENDOR | Valecraft Homes (2019) Limited |                         |             |
|        | Full Name(s)                   |                         |             |
|        | 611                            | 210-1455 Youville Drive |             |
|        | Tarion Registration Number     |                         | Address     |
|        | 613-837-1104                   | Orleans                 | ON K1C 6Z7  |
|        | Phone                          | City                    | Province    |
|        | 613-837-5901                   |                         | Postal Code |
|        |                                | info@valecraft.com      |             |
|        | Fax                            | Email*                  |             |

|           |                              |                       |                 |
|-----------|------------------------------|-----------------------|-----------------|
| PURCHASER | 9080520 Canada Inc.          |                       |                 |
|           | Full Name(s)                 |                       |                 |
|           | 4755 Whispering Willow Drive | Navan                 | Ontario K4B 0K7 |
|           | Address                      |                       | City            |
|           | 613-229-4583                 | Province              | Postal Code     |
|           | Phone                        |                       |                 |
|           |                              | rbrunet@valecraft.com |                 |
|           | Fax                          | Email*                |                 |

|                      |                                         |          |                                  |
|----------------------|-----------------------------------------|----------|----------------------------------|
| PROPERTY DESCRIPTION | 773 Namur Street                        |          |                                  |
|                      | Municipal Address                       |          |                                  |
|                      | Embrun                                  | Ontario  | K0A 1W0                          |
|                      | City                                    | Province | Postal Code                      |
|                      | B06 of Plan 50M-352, Embrun ON          |          |                                  |
|                      | Short Legal Description                 |          |                                  |
|                      | Number of Homes in the Freehold Project | 65       | (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:

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.

|                                                         |                                                         |                                                      |
|---------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------|
| <div><div>DS</div><div></div><div>Purchaser</div></div> | <div><div>DS</div><div></div><div>Purchaser</div></div> | <div><div>DS</div><div></div><div>Vendor</div></div> |
|---------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------|



**Limited Use Freehold Form**  
**(Tentative Occupancy Date – POTL/CEC)**

**SETTING AND CHANGING CRITICAL DATES**

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

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

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

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
  - (i) by the Vendor setting a Delayed Occupancy 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 Occupancy Date is set in accordance with section 4 or 5, then the new date is the “Firm Occupancy Date” for all purposes in this Addendum.

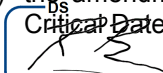
**3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date**

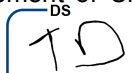
- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor, before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy 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 Occupancy 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 11.

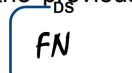
**4. Changing Critical Dates – By Mutual Agreement**

- (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. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to 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

  
Purchaser

  
Purchaser

  
Vendor





**Limited Use Freehold Form**  
**(Tentative Occupancy Date – POTL/CEC)**

- (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
- (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
- i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy 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 occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy 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 Occupancy Date or Delayed Occupancy 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 Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

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

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy 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 Occupancy Date or Delayed Occupancy 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 Occupancy Date or Delayed Occupancy 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 occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

**EARLY TERMINATION CONDITIONS**

**6. Early Termination Conditions**

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

  
\_\_\_\_\_  
**Purchaser**

  
\_\_\_\_\_  
**Purchaser**

  
\_\_\_\_\_  
**Vendor**





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**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

**Condition #2 (if applicable)**

Description of the Early Termination Condition:

N/A

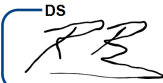
The Approving Authority (as that term is defined in Schedule A) is: \_\_\_\_\_

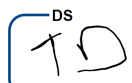
The date by which Condition #2 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
  - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
  - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
  - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
  - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
  - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

  
Purchaser

  
Purchaser

  
Vendor



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**(Tentative Occupancy Date – POTL/CEC)**

**MAKING A COMPENSATION CLAIM**

**7. Delayed Occupancy Compensation**

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy 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 Occupancy Date; 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 occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 11(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, 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 Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy 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 occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy 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 occupancy 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 occupancy 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 delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 11(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either: pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

**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.

**9. Occupancy**

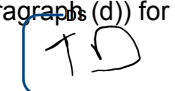
If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

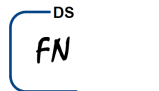
**MISCELLANEOUS**

**10. Ontario Building Code – Conditions of Occupancy**

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph 1(d)) for the home; or

  
Purchaser

  
Purchaser

  
Vendor



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- (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 occupancy 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 Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy 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 Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy 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.

**11. Termination of the Purchase Agreement**

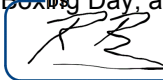
- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy 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 Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6 or Schedule C.
- (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 providing Occupancy alone.

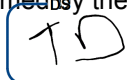
**12. Refund of Monies Paid on Termination**

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 11(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 shall be calculated in accordance with the *Condominium Act, 1998*.
- (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.

**13. 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

  
\_\_\_\_\_  
**Purchaser**

  
\_\_\_\_\_  
**Purchaser**

  
\_\_\_\_\_  
**Vendor**



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(Tentative Occupancy Date – POTL/CEC)

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.

“**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 First Tentative Occupancy Date, the Second Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser’s Termination Period.

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

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

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

“**First Tentative Occupancy Date**” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“**Occupancy**” means the right to use or occupy the home in accordance with the Purchase Agreement.

“**Occupancy Date**” means the date the Purchaser is given Occupancy on or before Closing.

“**Outside Occupancy Date**” means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

“**Property**” or “**home**” means the freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

“**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

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

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

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

“**Unavoidable Delay**” means an event which delays Occupancy 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.

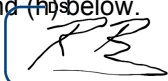
“**Unavoidable Delay Period**” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

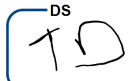
14. Addendum Prevails

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.

15. 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 15, 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.

  
Purchaser

  
Purchaser

  
Vendor





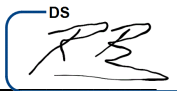
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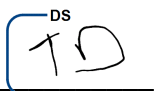
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent 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.

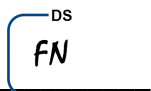
16. Disputes Regarding Termination

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

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

  
Purchaser

  
Purchaser

  
Vendor



**Limited Use Freehold Form**  
**(Tentative Occupancy Date – POTL/CEC)**

**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 occupancy 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).

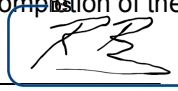
**"Freehold Project"** means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

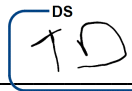
**3. Each condition must:**

- (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 occupancy permit; and/or
- (c) completion of the home.

  
Purchaser

  
Purchaser

  
Vendor





Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

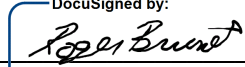
- 1. Preparation of transfer fee by Builder’s solicitor as stated in Clause #22 of the Agreement of Purchase & Sale. \$275.00 + HST= \$310.75

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

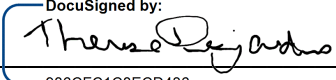
These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

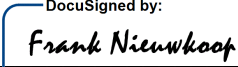
- 1. Land Transfer Tax based on final purchase price less HST as stated in Clause #17 of the Agreement of Purchase & Sale.
- 2. Property Taxes as per final statement of adjustments as stated in Clause #7 of the Agreement of Purchase & Sale.
- 3. Maximum GST/HST rebate based on final purchase price less 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 #7 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 12 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 any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 33 of the Agreement of Purchase & Sale.

Signed at Ottawa, ON, this 16 day of August, 2021.

DocuSigned by:  
  
Purchaser 24365AF9B650487...

Valecraft Homes Limited

DocuSigned by:  
  
Purchaser 986CFC1C8ECD436...

DocuSigned by:  
  
Per: A04F827301214EE...

August 17, 2021  
Date:

Lot #: B06 - Phase 6

Project: Place St Thomas 6



Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)

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 | = | \$1,158.28          |
| \$550,000.01                      | - | \$600,000.00   | \$1,075.00         | + | \$139.75 | = | \$1,214.75          |
| \$600,000.01                      | - | \$650,000.00   | \$1,130.00         | + | \$146.90 | = | \$1,276.90          |
| \$650,000.01                      | - | \$700,000.00   | \$1,210.00         | + | \$157.30 | = | \$1,367.30          |
| \$700,000.01                      | - | \$750,000.00   | \$1,260.00         | + | \$163.80 | = | \$1,423.80          |
| \$750,000.01                      | - | \$800,000.00   | \$1,315.00         | + | \$170.95 | = | \$1,485.95          |
| \$800,000.01                      | - | \$850,000.00   | \$1,365.00         | + | \$177.45 | = | \$1,542.45          |
| \$850,000.01                      | - | \$900,000.00   | \$1,485.00         | + | \$193.05 | = | \$1,678.05          |
| \$900,000.01                      | - | \$950,000.00   | \$1,540.00         | + | \$200.20 | = | \$1,740.20          |
| \$950,000.01                      | - | \$1,000,000.00 | \$1,595.00         | + | \$207.35 | = | \$1,802.35          |
| \$1,000,000.01                    | - | \$1,500,000.00 | \$1,725.00         | + | 224.25   | = | \$1,949.25          |
| Over \$1,500,000.01               |   |                | \$1,800.00         | + | \$234.00 | = | \$2,034.00          |

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

DS

Purchaser

DS

Purchaser

DS

Vendor

**Limited Use Freehold Form**  
**(Tentative Occupancy Date – POTL/CEC)**

## Terms of Occupancy Licence

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly **Occupancy Fee** from and after the Occupancy Date which shall not exceed an amount calculated as follows:
  - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
  - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
  - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
  - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
  - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
  - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
  - (d) may withhold consent to an assignment of the right to use CEC property; and
  - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.

DS  
Purchaser

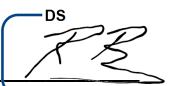
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Purchaser

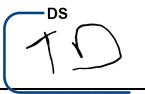
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FN  
Vendor



**Limited Use Freehold Form**  
**(Tentative Occupancy Date – POTL/CEC)**

- 9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
- 10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
- 11. In accordance with section 58(1).4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
- 12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
- 13. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the home by the supplier of such services.
- 14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
- 15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

  
**Purchaser**

  
**Purchaser**

  
**Vendor**



Limited Use Freehold Form  
(Tentative Occupancy Date – POTL/CEC)



Warranty Information for  
New Freehold Homes

This information sheet provides a basic overview of the warranties and protections that come with your new home. This warranty is provided to you by your builder and backed by Tarion. For more detailed Information visit [tarion.com](http://tarion.com) and log into our online learning hub at [www.tarion.com/learninghub](http://www.tarion.com/learninghub)

The Pre-Delivery Inspection (PDI)

Before you take possession of your new home, your builder is required to conduct a pre-delivery inspection (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your home, such as the ventilation, plumbing, and heating systems. It is also important because it gives you an opportunity to note items in your home that are damaged, missing, incomplete, or not working properly before you take possession of your home. This record is also significant as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by the use of the home.

The PDI is only one piece of evidence relating to damaged or incomplete Items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking possession if they were missed on your PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder or their trades. There is more information about the PDI here: [www.tarion.com/learninghub](http://www.tarion.com/learninghub)

Deposit Protection

The deposit you provide to your builder is protected up to certain limits if your builder goes bankrupt, fundamentally breaches your Agreement of Purchase and Sale or you exercise your legal right to terminate it. Deposit coverage limits are \$60,000 if the purchase price is \$600,000 or less and 10% of purchase price to a maximum of \$100,000 if the purchase price is over \$600,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Closing Coverage

Your builder guarantees that your home will be ready for you to move in by a date specified in the Agreement of Purchase and Sale or a date that has been properly extended (if for certain reasons the original closing date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your date of possession and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

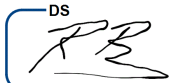
- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code
- Protects against the unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

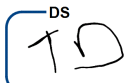
Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work or materials in the electrical, plumbing, and heating delivery and distributionsystems
- Covers defects in work or materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario’s Building Code that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

  
Purchaser

  
Purchaser

  
Vendor





**Limited Use Freehold Form**  
**(Tentative Occupancy Date – POTL/CEC)**

**Warranty Exclusions**

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty - not all deficiencies are covered. And the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

**Construction Performance Guidelines**

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario’s Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via [cpg.tarion.com](http://cpg.tarion.com).

**Important Next Steps**

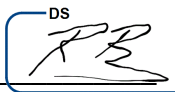
- 1. Visit Tarion’s website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities, and obligations as a new homeowner.
- 2. Prepare for your pre-delivery inspection (PDI). Visit Tarion’s website for helpful resources, including a PDI Checklist and educational videos.
- 3. Register for Tarion’s MyHome right after you take possession. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

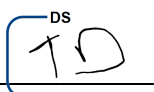
**About Tarion**

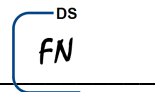
Tarion is a not-for-profit organization that administers Ontario’s new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or [customerservice@tarion.com](mailto:customerservice@tarion.com).

**Find more warranty information at [Tarion.com](http://Tarion.com)**

  
**Purchaser**

  
**Purchaser**

  
**Vendor**

SCHEDULE "O"

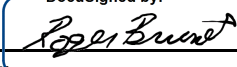
Purchaser acknowledges that the Vendor's Model Home contains numerous upgraded features and options which are not included in the base price. The base price includes those features as outlined in Schedule "B".

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

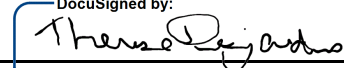
SCHEDULE "O" to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED, Vendor and 9080520 Canada Inc.  
Purchaser (s).

Dated at Ottawa this 16th day of August, 2021

\_\_\_\_\_  
Witness

DocuSigned by:  
  
Purchaser 24365AF9B6650487...

\_\_\_\_\_  
Witness

DocuSigned by:  
  
Purchaser 986CFC1C8ECD436...

PROJECT: PLACE ST THOMAS 6

LOT: B06

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:  
  
PER A04F827301214EE...

August 17, 2021  
DATE:

SCHEDULE "M-1"

Inventory Home

LOT: B06 PLAN: 50M-352 SITE: PLACE ST THOMAS 6

MODEL: 130 Lewis Reverse CLOSING DATE: June 23, 2022

SCHEDULE "M-1" to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED, Vendor and 9080520 Canada Inc. Purchaser (s).

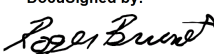
Purchaser(s) acknowledge that this home is being constructed as an Inventory Home with pre-selected Interior colour selections as per attached colour selection sheet.

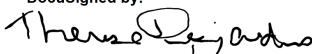
The Purchaser(s) acknowledge and accept that selected finishes will remain as selected by the Vendor.

Dated at Ottawa this 16th day of August, 2021

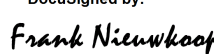
Witness

Witness

DocuSigned by:   
Purchaser 24365AF9B650487...

DocuSigned by:   
Purchaser 986CFC1C8ECD436...

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:   
A04F827301214EE...

PER  
August 17, 2021  
DATE:

SCHEDULE "T"

Personal Information of Each Purchaser - Individuals

(1)

Full Name:

Roger Brunet

Business Address:

4755 Whispering Willow Dr., Navan ON K4B 0K7

Business Telephone Number:

613-229-4583

Home Address:

4755 Whispering Willow Dr., Navan ON K4B 0K7

Home Telephone Number:

613-229-4583

Occupation:

Owner

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)

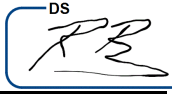
Type:

Driver's Licence

Number:

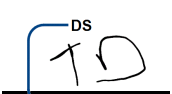
B7668-37956-81105

DS



Purchaser

DS



Purchaser

(2)

Full Name:

Therese Desjardins

Business Address:

4755 Whispering Willow Dr., Navan ON K4B 0K7

Business Telephone Number:

613-229-4583

Home Address:

4755 Whispering Willow Dr., Navan ON K4B 0K7

Home Telephone Number:

613-229-4583

Occupation:

Owner

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)

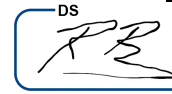
Type:

Driver's Licence

Number:

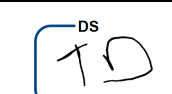
D2806-50126-06026

DS



Purchaser

DS



Purchaser

Poject: Place St. Thomas Phase 6  
Plan No. 50M-352  
Lot No. B06  
Model: #130 Lewis - Rev.  
Date: August 16, 2021

Purchaser: Therese Desjardins  
Purchaser: Roger Brunet



DS  
TD

| Ontario Temporary Driver's Licence<br>Permis de conduire temporaire |  | OR<br>OU      |  | Class M 1 Licence - Province of Ontario<br>de catégorie M 1 – Province de l'Ontario |  | Effective Date<br>Date d'entrée en vigueur |  |
|---------------------------------------------------------------------|--|---------------|--|-------------------------------------------------------------------------------------|--|--------------------------------------------|--|
| Driver's Licence No.<br>N° du permis de conduire                    |  | Class<br>Cat. |  | Cond.<br>Rest.                                                                      |  | End.<br>Aut.                               |  |
| B7668-37956-81105                                                   |  | GM**          |  | ***                                                                                 |  | ***                                        |  |
|                                                                     |  |               |  |                                                                                     |  | 185<br>CM                                  |  |
|                                                                     |  |               |  |                                                                                     |  | M/H                                        |  |
|                                                                     |  |               |  |                                                                                     |  | 1968/11/05<br>Y/A M D/J                    |  |
|                                                                     |  |               |  |                                                                                     |  | 2021/08/01<br>Y/A M D/J                    |  |

BRUNET, J.J. ROGER  
4755 WHISPERING WILLOW DR  
NAVAN  
K4B 0K7

Valid with photo licence card  
Valide avec une carte-photo

*Roger Brunet*

Licensee's Signature / Signature du titulaire  
This licence must be signed in ink and carried by the driver.  
Le conducteur doit signer le permis à l'encre et le porter sur lui.

| Off. No. | Op. No. | Issue Date          | Serial No. |
|----------|---------|---------------------|------------|
| 430      | 7 ON    | 2021/05/03<br>Y M D | 83799864   |

Minister of Transportation  
Ministre des Transports

3R-LD-053 2019/09

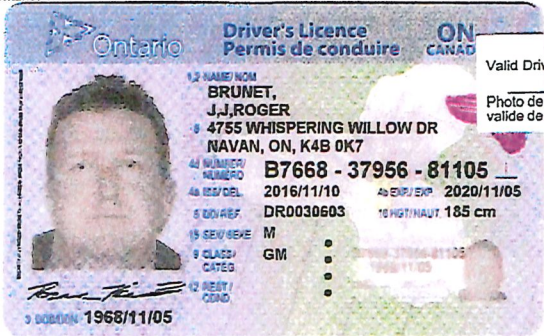
To avoid a replacement fee, visit or contact ServiceOntario at 1-800-267-8097 if you have not received your card 2 weeks prior to the Date of Expiry on this Temporary Driver's Licence. / Pour éviter de payer des droits de remplacement, rendez-vous à un bureau de ServiceOntario ou téléphonez au 1-800-267-8097 si vous n'avez pas reçu votre carte deux semaines avant la date d'expiration de ce permis de conduire temporaire.



See reverse for M1, M2, G1 and G2 conditions.  
Voir au verso les conditions des catégories M1, M2, G1 et G2.

Mailing Address / Adresse postale

Drinking and Driving Don't Mix - Keep Your Driving Privilege  
La sobriété au volant – protégez votre permis de conduire



DS  
RB

Schedule "W2"

**NON RESILIENT FLOORING WAIVER**  
**for**

**HARDWOOD FLOORING**

Hardwood flooring is both a practical and elegant flooring option suitable for use in many areas of the home.

Increasingly however inquiries into the use of hardwood flooring in non-conventional areas of the home such as kitchens have prompted a need to forewarn and to heed caution to this optional upgrade.

Valecraft Homes (2019) Limited recommends strongly against the use of hardwood flooring in unconventional areas of the home such as the kitchen areas due to the natural absorption properties of hardwood when in contact with water or high-humidity areas. Hardwood flooring which has taken on water or excessive moisture will cup and/or buckle and ultimately prove to be costly to repair.

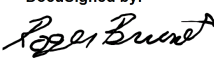
It is for this reason that VALECRAFT HOMES (2019) LIMITED will not guarantee nor provide warranty beyond manufacturing defect for installation of hardwood flooring in any of the aforementioned areas.

Should you decide to proceed against the Builder’s recommendations, extreme caution and care must be taken not to leave any standing water on these floors for any length of time. All other care and maintenance instructions with respect to hardwood flooring must further be followed.

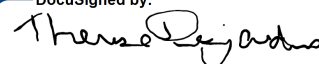
I/we, 9080520 Canada Inc. have read and fully understand the aforementioned caution and recommendation set forth by the builder and as such hereby release VALECRAFT HOMES (2019) LIMITED from future responsibility with respect to flooring damage caused as a result of water and/or excessive moisture.

**Project:** PLACE ST THOMAS 6

**LOT NO:** B06

DocuSigned by:  
  
24365AF9B850487...  
**(Signature)**

August 16, 2021  
**(Date)**

DocuSigned by:  
  
986CFC1C8ECD436...  
**(Signature)**

August 16, 2021  
**(Date)**





Tel: (613) 748-0432  
Fax: (613) 748-0355

A Division of the S&S Bolton Group  
www.ssbolton.com

## Estimate No#: SS4778 Rev.05

Customer Copy

### Customer:

9080520 Canada Inc.

Builder: VALECRAFT HOMES (2019) LTD.  
Project: [VALECRAFT HOMES (2019) LTD.]  
Lot: Embrun-Place St Thomas Towns  
Closing Date: Ph 6  
June 23, 2022  
Salesperson: Jason Thompson  
Date: 06/01/2021

| Location          | Qty  | Product / Installation Details                                                                                                                      | Plan Code | Unit Price | Customer Total |
|-------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|----------------|
| Garage            | 1.00 | <b>15 Amp Separate Circuit Plug</b><br>Add 15 Amp separate circuit plug for central vacuum                                                          | D         | \$279.00   | \$279.00       |
| Kitchen           | 3.00 | <b>4" LED slim Pot Light White (AFR4C-0930-WH)</b><br>Delete standard fixture and add 3 LED Halo potlights (AFR4-0930-WH) on existing switch        | G         | \$238.00   | \$714.00       |
| Great Room        | 1.00 | <b>4 * 4" LED slim Pot Light White (AFR4C-0930-WH)</b><br>Add 4 LED Halo potlights (AFR4-0930-WH) using control plug switch - sever control to plug | H         | \$942.00   | \$942.00       |
| Various Locations | 2.00 | <b>15 Amp USB Charger Receptacle</b><br>USB Charger Receptacle in kitchen and master bedroom (standard items)                                       | I         | \$         | \$0.00         |
| Ensuite Bath      | 1.00 | <b>4" LED slim Pot Light White (AFR4C-0930-WH)</b><br>Add 1 LED Halo potlight (AFR4-0930-WH) on added switch                                        | J         | \$238.00   | \$238.00       |
| Ensuite Bath      | 1.00 | <b>Single Pole Switch</b><br>Single Pole Switch for ensuite potlight                                                                                | J         | \$105.00   | \$105.00       |
| Kitchen           | 2.00 | <b>Standard Light Outlet (Keyless)</b><br>Add (2) keyless fixtures for future pendant lighting - on added switch                                    | K         | \$135.00   | \$270.00       |
| Kitchen           | 1.00 | <b>Single Pole Switch</b><br>Single Pole Switch for added keyless fixtures                                                                          | K         | \$105.00   | \$105.00       |

\*\*\* Total price includes all applicable taxes

|                    |                   |
|--------------------|-------------------|
| Customer Subtotal: | <b>\$2,653.00</b> |
| HST:               | <b>\$344.89</b>   |
| <b>Total:</b>      | <b>\$2,997.89</b> |

### Notes:

"Purchaser has acknowledged that they have discussed any kitchen layout modifications with their electrical representative. If modifications are made after signing off on electrical, this will incur additional charges."

Phone: (613) 748-0432 | Fax: (613) 748-0355 | Email: info@sandselectric.ca | Website: www.sandselectric.ca

5411 Canotek Road, Ottawa, Ontario K1J 9M3

Printed By: Jason Thompson - Page: 2



A Division of the S&S Bolton Group  
www.ssbolton.com

Tel: (613) 748-0432  
Fax: (613) 748-0355

DocuSigned by:

*Bob Burt*

24365AF0B650487...

Customer Signature

DocuSigned by:

*Theresa Dwyer*

980CFC1C8ECD436...

August 16, 2021

Date



Tel: (613) 748-0432  
Fax: (613) 748-0355

A Division of the S&S Bolton Group  
www.ssbolton.com

## Estimate No#: OR6097 Rev.04

Customer Copy

### Customer:

9080520 Canada Inc.

Builder: VALECRAFT HOMES (2019) LTD.  
Project: [VALECRAFT HOMES (2019) LTD.]  
Lot: Embrun-Place St Thomas Towns  
Closing Date: Ph 6  
June 23, 2022  
Salesperson: Jason Thompson (OR)  
Date: 06/01/2021

| Location       | Qty  | Product / Installation Details                                                                                                                                                                                       | Plan Code | Unit Price | Customer Total |
|----------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|----------------|
| Great Room     | 1.00 | <b>(4) Port Plate - (1) Phone CAT5e &amp; (2) Data CAT5e &amp; (1) Cable RG6 Outlets</b><br>(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan              |           | \$         | \$0.00         |
| Master Bedroom | 1.00 | <b>(4) Port Plate - (1) Phone CAT5e &amp; (2) Data CAT5e &amp; (1) Cable RG6 Outlets</b><br>(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan              |           | \$         | \$0.00         |
| Family Room    | 1.00 | <b>(4) Port Plate - (1) Phone CAT5e &amp; (2) Data CAT5e &amp; (1) Cable RG6 Outlets</b><br>(4) Port Plate - (1) Phone CAT5e & (2) Data CAT5e & (1) Cable RG6 Outlets - Location as shown on floor plan              |           | \$         | \$0.00         |
| N/A            | 2.00 | <b>Vacuum Rough-In Outlet</b><br>Vacuum Rough-In Outlets                                                                                                                                                             |           | \$         | \$0.00         |
| Garage         | 1.00 | <b>Vacuum Extension</b><br>Vacuum Extension - Location as shown on floor plan - Extends and connects all vacuum rough-in outlets to one location - Seal vacuum pipe when extended to the garage as per building code |           | \$241.00   | \$241.00       |

\*\*\* Total price includes all applicable taxes

|                    |                 |
|--------------------|-----------------|
| Customer Subtotal: | <b>\$241.00</b> |
| HST:               | <b>\$31.33</b>  |
| <b>Total:</b>      | <b>\$272.33</b> |

DocuSigned by:

24365AF9B650487...

Customer Signature

DocuSigned by:

986CFC1C8ECD436...

August 16, 2021

Date

Phone: (613) 748-0432 | Fax: (613) 748-0355 | Email: info@orbitalti.com | Website: www.orbitalti.com

5411 Canotek Road, Ottawa, Ontario K1J 9M3

Printed By: Jason Thompson (OR) - Page: 2



THE LEWIS

MODEL 130  
2136 sq.ft  
(427 sq.ft. finished basement)

Site: Place St-Thomas PH6

Plan No.: 50M-352

Lot: B06 - Phase 6

Date: May 27, 2021

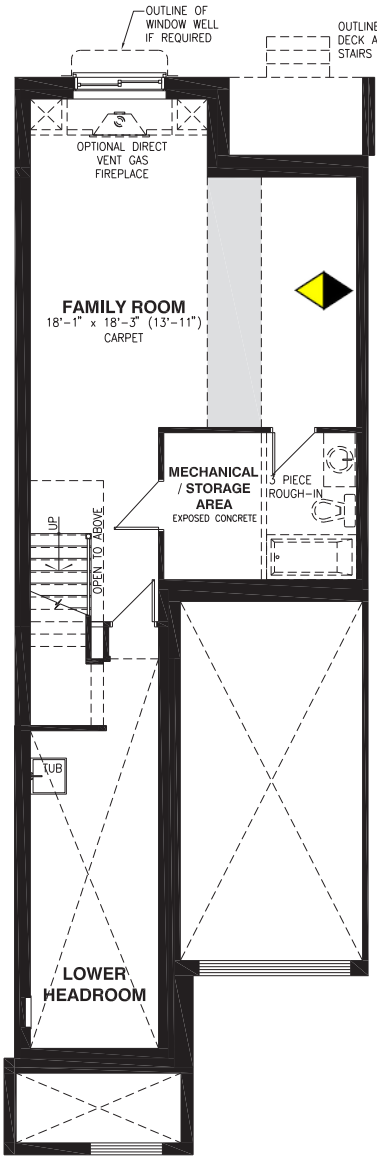
Purchaser: 9080520 Canada Inc.

Purchaser: 

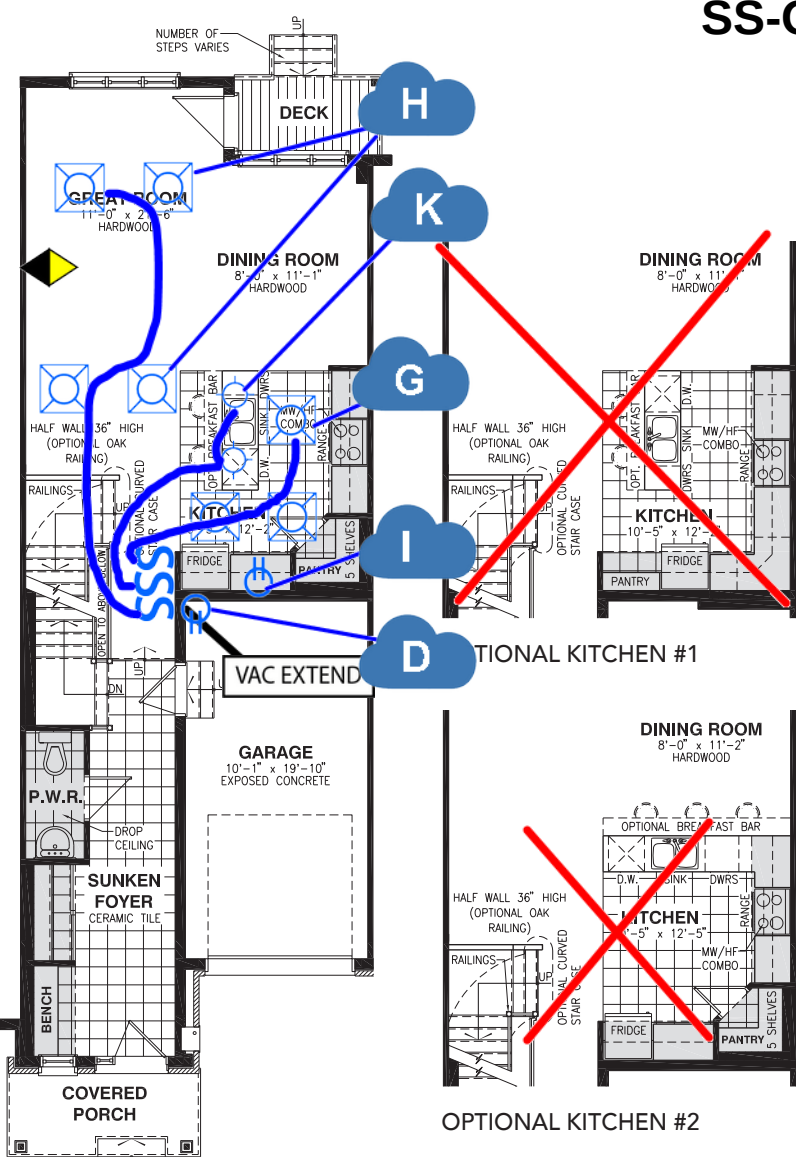
DS

DS

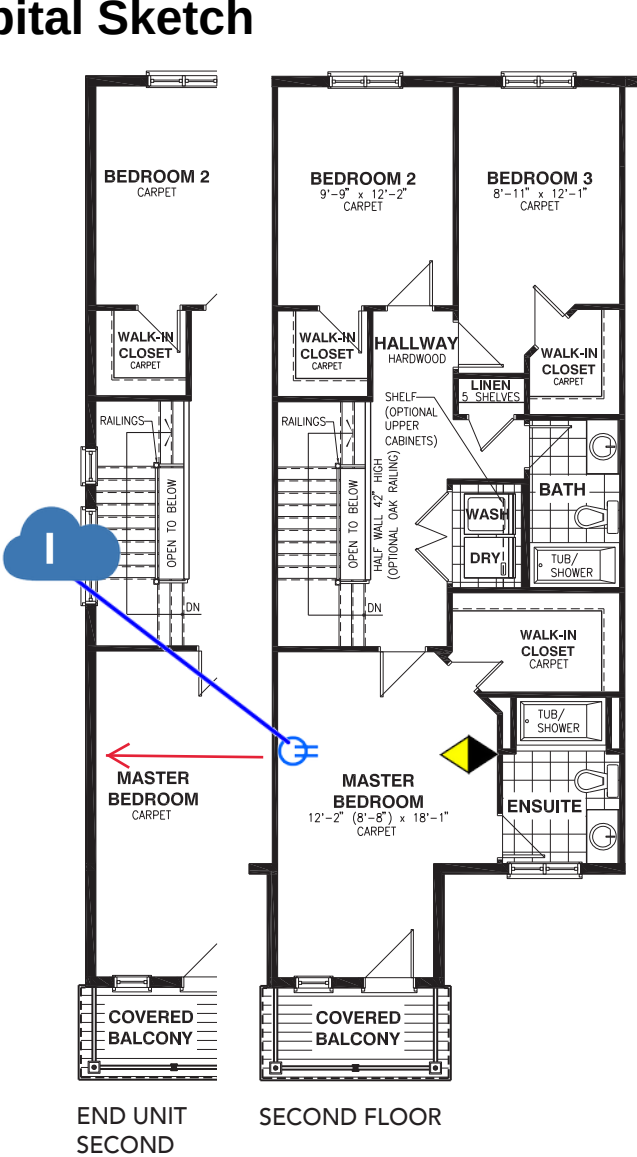
SS-Orbital Sketch



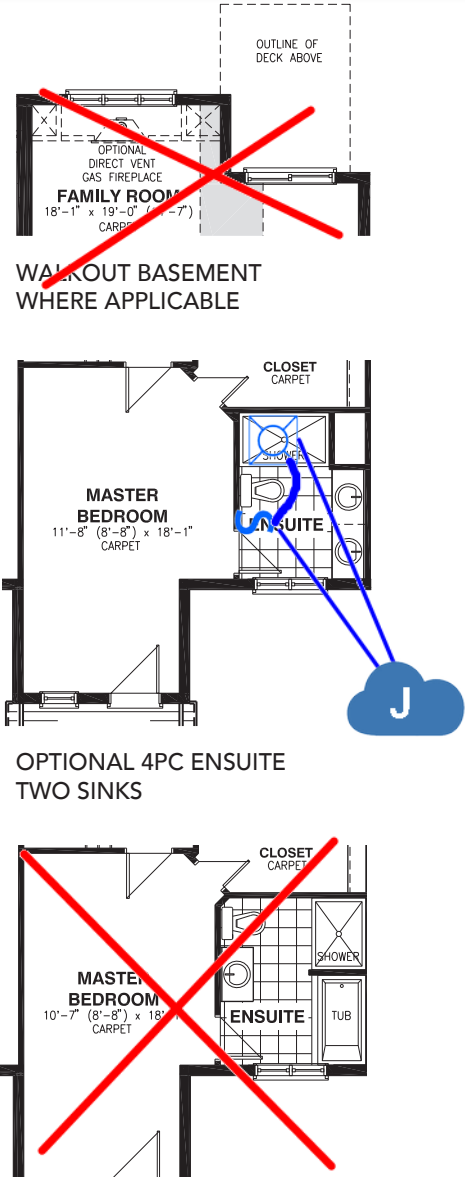
BASEMENT FLOOR



GROUND FLOOR



END UNIT SECOND  
SECOND FLOOR



CUSTOMER ACCEPTANCE \_\_\_\_\_ DATE \_\_\_\_\_



Vertical and/or horizontal bulkheads (chaseways) may be required to contain mechanical piping. Bulkhead shown in dashed line. All dimensions are approximate. E. & O.E., 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.



Valecraft  
Homes (2019) Limited

Roma Collection  
All Models  
STANDARD



BREAKFAST / DINETTE  
A3016P-11  
Bulb: 1 x A19 LED Bulb



DINING ROOM / STAIRWELL / HIGH CEILINGS  
A3016ch-11  
Bulbs: 3 x A19 LED Bulb



ENTRY / HALL / LAUNDRY / BEDROOMS /  
DEN / STUDY / BATH CEILING / KITCHEN SINK /  
FINISHED BASEMENT AREAS  
(Plan Permitting)  
A3012-11  
12" dia.  
Bulbs: 2 x A19 LED Bulb



KITCHEN / MASTER BEDROOM  
(Plan Permitting)  
A3016-11  
16" dia.  
Bulbs: 3 x A19 LED Bulb



BASEMENT STAIRS / SOFFIT  
AFR4-0930-WH  
LED Recessed Light  
5" dia.



POWDER ROOM VANITY  
(Plan Permitting)  
A16012-7  
14" Wide  
Bulbs: 2 x A19 LED Bulb



BATHROOM VANITY  
A16013-7  
24" Wide  
Bulbs: 3 x A19 LED Bulb



CLOSET / PANTRY  
A121-11  
Bulb: 1 x A19 LED Bulb



FRONT / BACK EXTERIOR  
A1101S-BK  
4-3/8" Wide x 6-7/8" High x 7-1/8" Ext  
Bulb: 1 x A19 LED Bulb

DS  
[Signature]

DS  
FN

\* All dimensions are approximate.  
\*\*\* Keyless LIGHT OUTLETS IN GARAGE, UNFINISHED BASEMENT AREAS\*\*\*

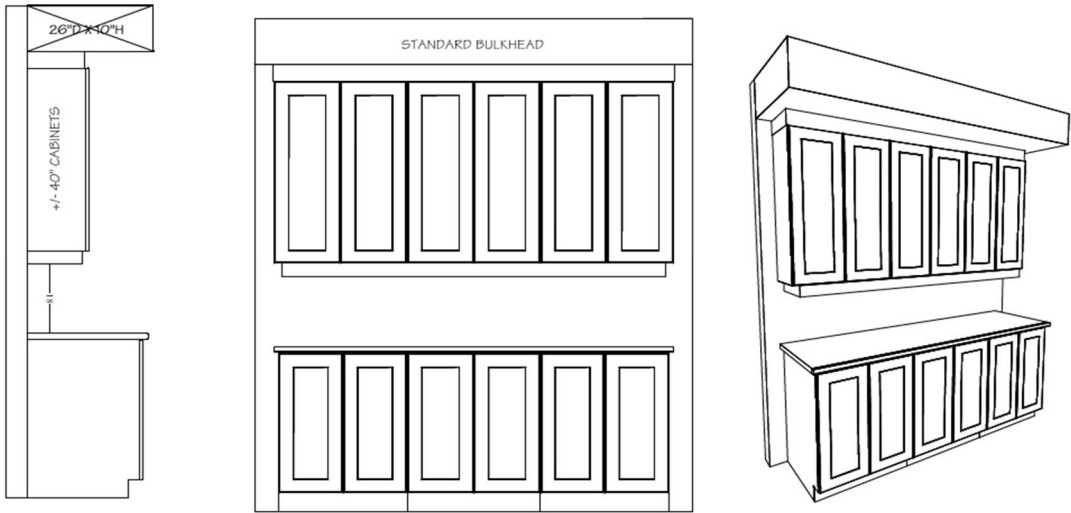
Project: Place St-Thomas PH6  
Plan #: 50M-352  
Lot: B-06  
Model: 130 The Lewis (rev)

Purchaser: 9080520 Canada Inc.  
Purchaser:  
Date: June 1, 2021  
Upgrade #: Standard Light Package

OPTIONAL KITCHEN CABINET CROWN MOULDING,  
FILLER & **STANDARD** BULKHEAD DETAILS

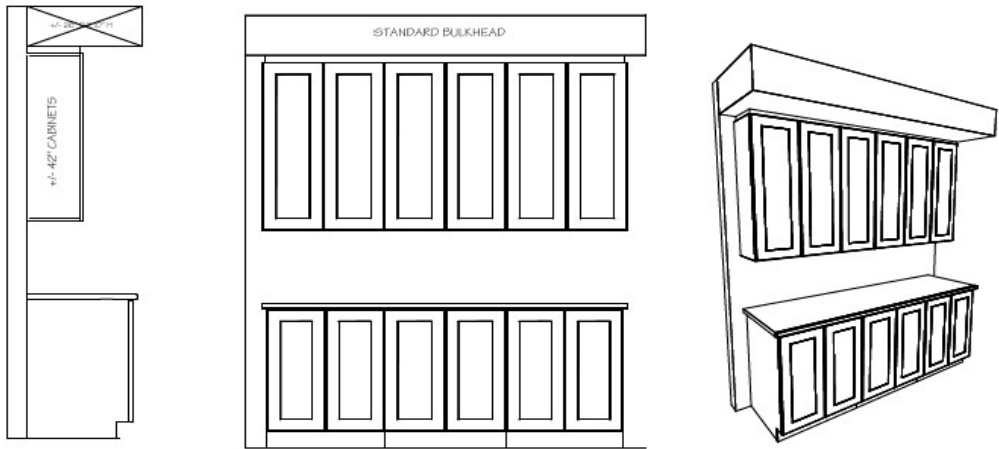
UPC9-1B Upgrade #: \_\_\_\_\_

- Includes upgrade to 40" uppers with filler detail & valence on upper kitchen cabinetry. Raised approx. 2" to standard bulkhead.



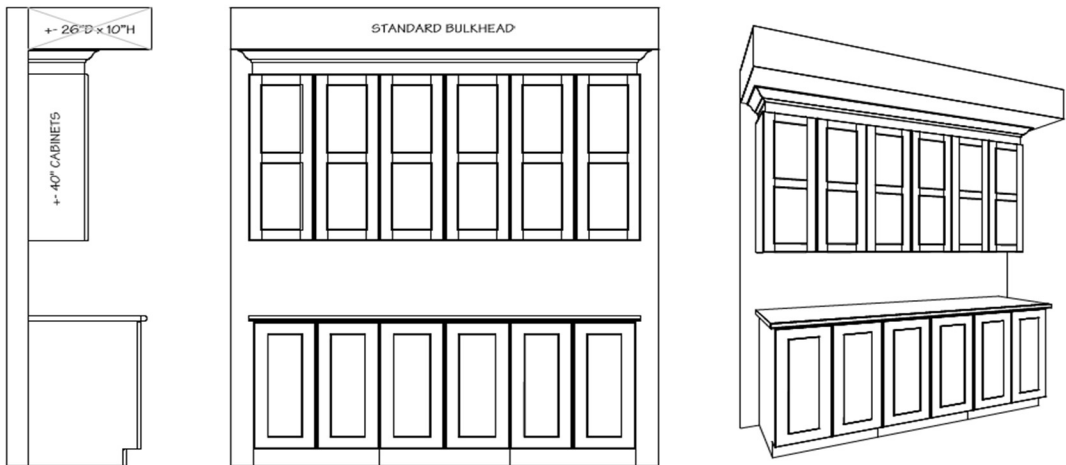
UPC9-2A Upgrade #: 16

- Includes upgrade to 42" uppers with filler detail on upper kitchen cabinetry to standard bulkhead.



UPC9-3B Upgrade #: \_\_\_\_\_

- Includes upgrade to 40" uppers with crown moulding & filler detail on upper kitchen cabinetry to standard bulkhead.



Site: Place St. Thomas

Purchaser: 9080520 Canada Inc.

Plan No: 50M-352

Lot: B-06

Date: June 1, 2021

Purchaser:

DS  
[Signature]

DS  
FN





Valecraft  
Homes (2019) Limited

Standard Edge Profiles for Granite & Quartz



Eased Edge

B06



1/4 Bevel

9080520 Canada Inc.



1/2 Bevel



3/4 Bevel



Pencil Top Only  
with Square Bottom



Pencil Top and Bottom



1/2 Bullnose



Full Bullnose



Project: Place St. Thomas 6

Purchaser: 9080520 Canada Inc.

Plan #: 50M-352

Purchaser: \_\_\_\_\_

Lot: B-06

Date: June 1, 2021

Model: #130, Lewis, Reverse

Upgrade #: 21, 22

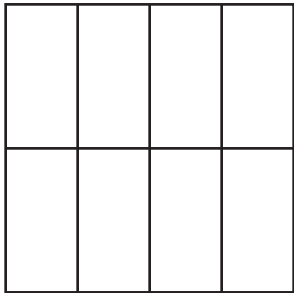


Valecraft  
Homes (2019) Limited

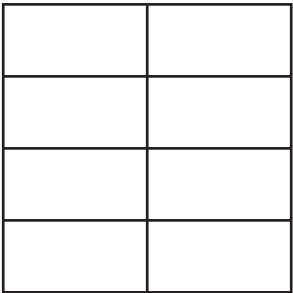
Tile Installation Options

WALL TILE

Vertical stacked

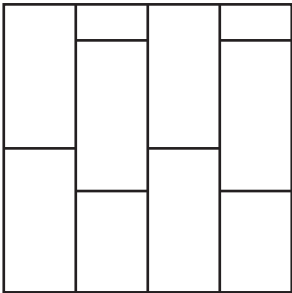


Horizontal stacked

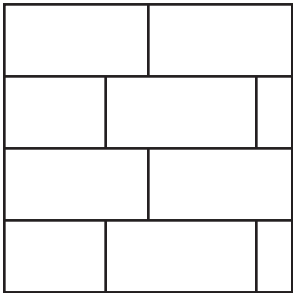


Main bathroom, 4pc  
ensuite bathroom

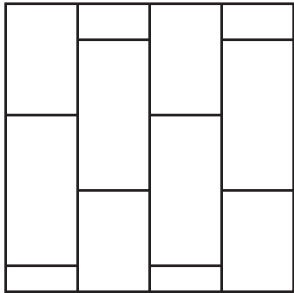
Vertical 1/3 offset brick



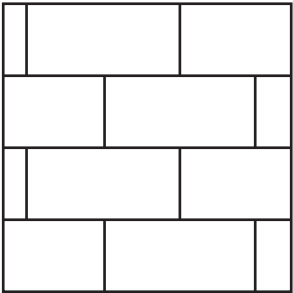
Horizontal 1/3 offset brick



Vertical brick

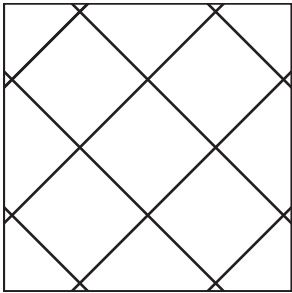


Horizontal brick

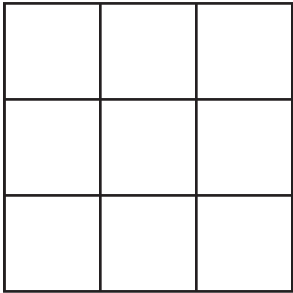


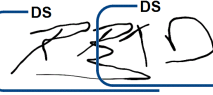
Kitchen

45 degree



Standard square



DS  


DS  
FN

Project: Place St. Thomas 6

Plan #: 50M-352

Lot: B-06

Model: #130, Lewis, Reverse

Purchaser: 9080520 Canada Inc.

Purchaser:

Date: June 1, 2021

Upgrade #: Standard Light Package

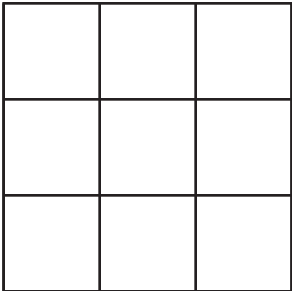


Valecraft  
Homes (2019) Limited

Tile Installation Options

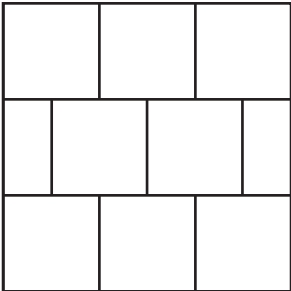
FLOOR TILE

Standard square

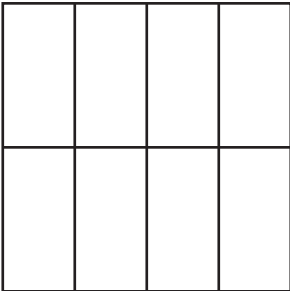


Main bathroom, 4pc  
ensuite bathroom,  
laundry room

Square brick

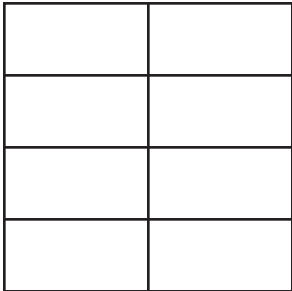


Rectangular  
front to back of the house

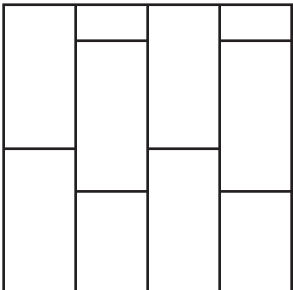


Foyer, powder room

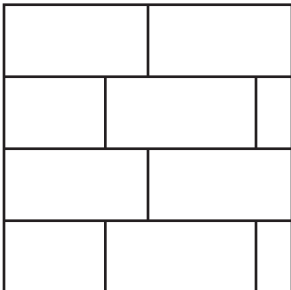
Rectangular  
side to side of the house



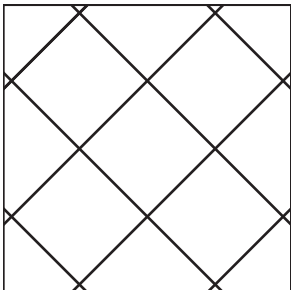
Rectangular 1/3 staggered  
front to back of the house



Rectangular 1/3 staggered  
side to side of the house



45 degree



DS  
[Signature]

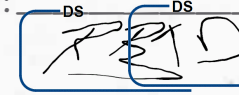
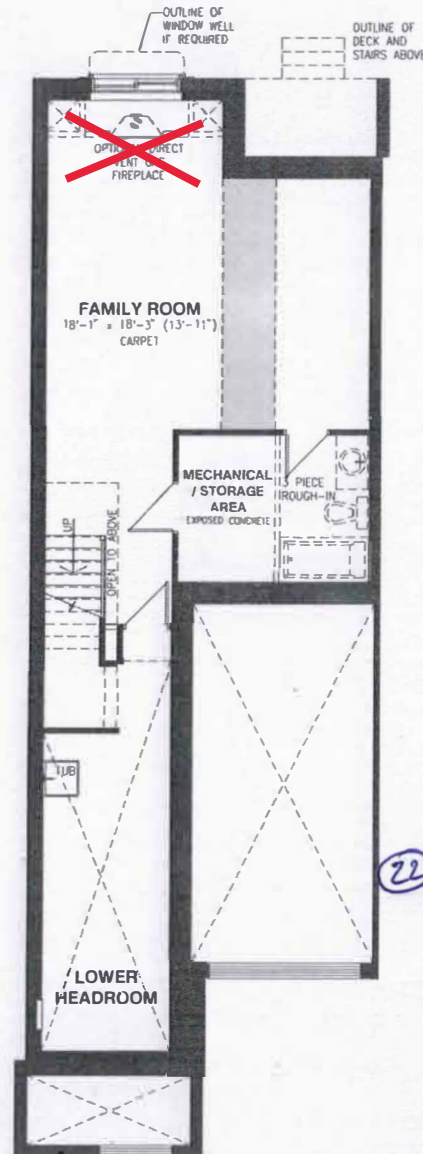
DS  
FN

Project: Place St. Thomas 6  
Plan #: 50M-352  
Lot: B-06  
Model: #130, Lewis, Reverse

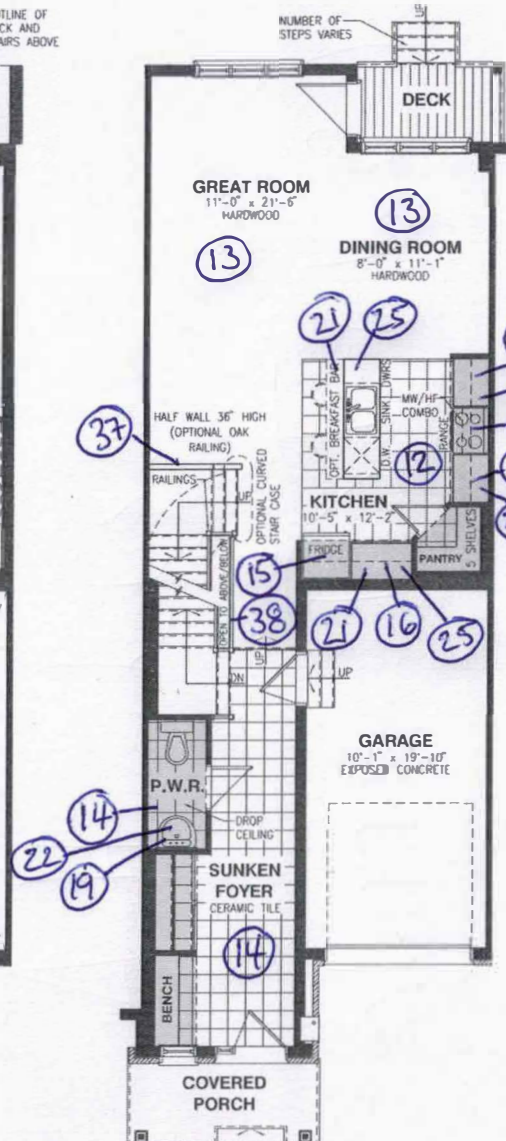
Purchaser: 9080520 Canada Inc.  
Purchaser:  
Date: June 1, 2021  
Upgrade #: Standard Light Package

**MODEL 130**

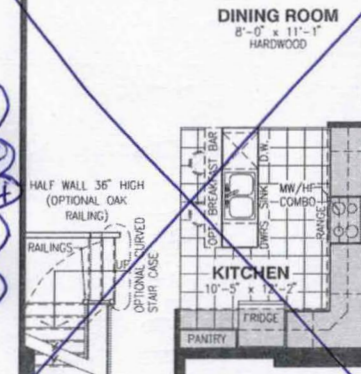
2136 sq.ft  
(427 sq.ft. finished basement)

**THE LEWIS**Site: Place St-Thomas PH6Purchaser: 9080520 Canada Inc.Plan No.: 50M-352Lot: B-06Purchaser: DSDate: June 14, 2021

DS  
**FN**
**FLOOR PLAN SKETCH**

BASEMENT FLOOR



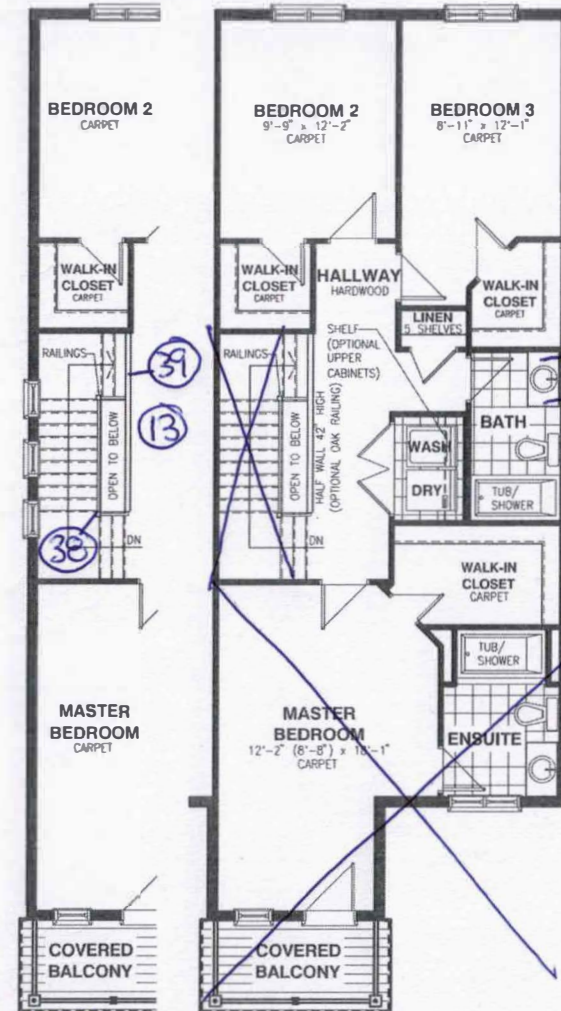
GROUND FLOOR



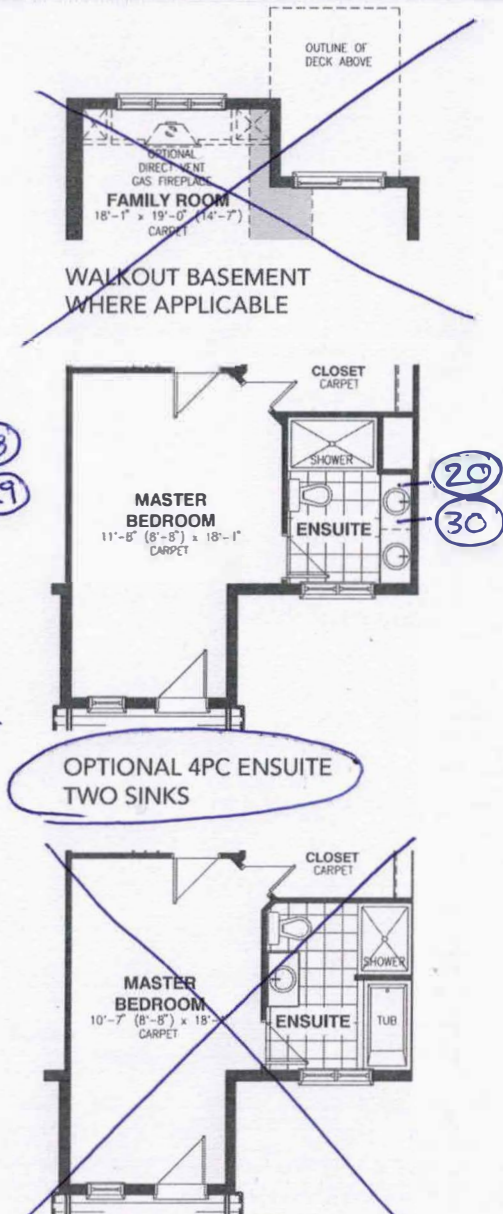
OPTIONAL KITCHEN #1



OPTIONAL KITCHEN #2

END UNIT  
SECOND  
FLOOR

SECOND FLOOR

OPTIONAL 4PC ENSUITE  
BATH & SHOWER



# THE LEWIS

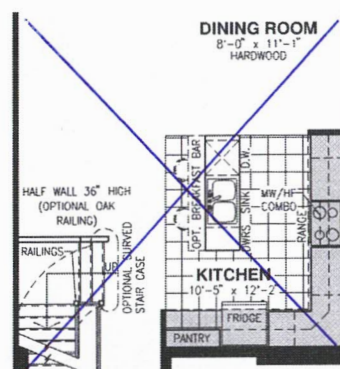
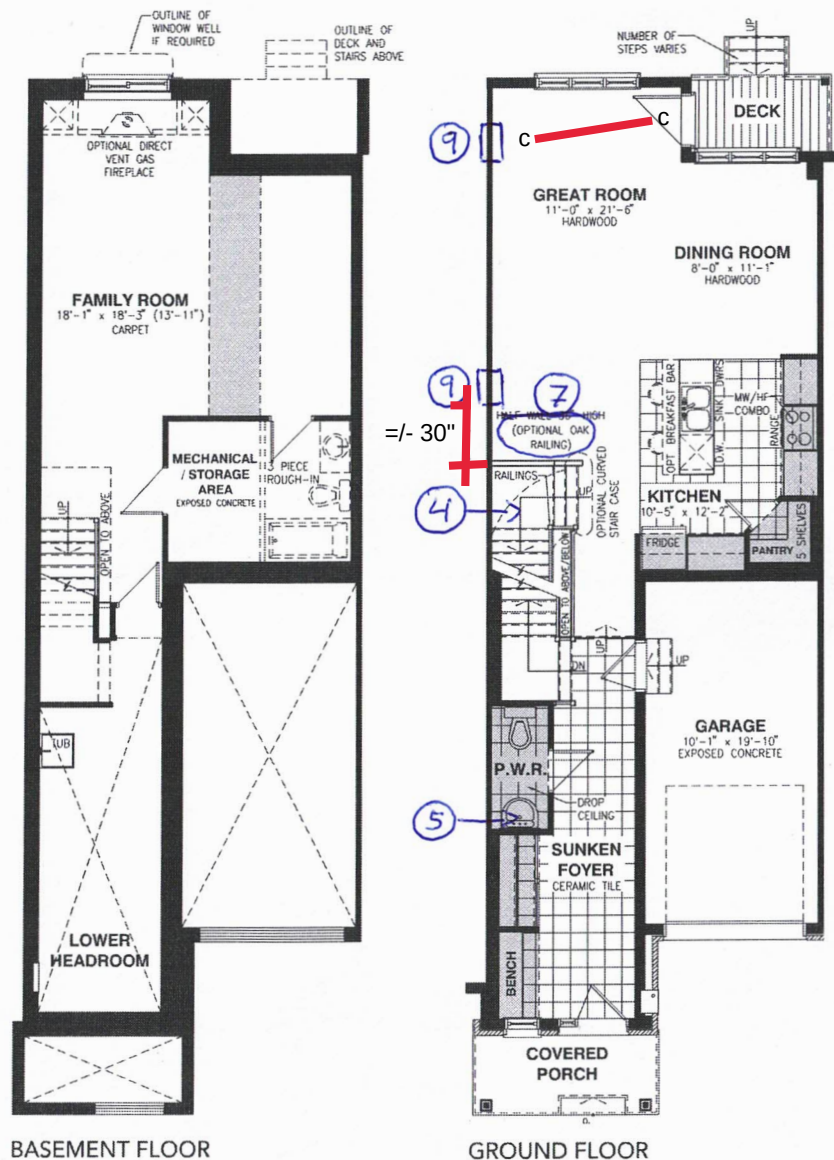
2136 sq.ft  
(427 sq.ft. finished basement)

Date: May 27, 2021

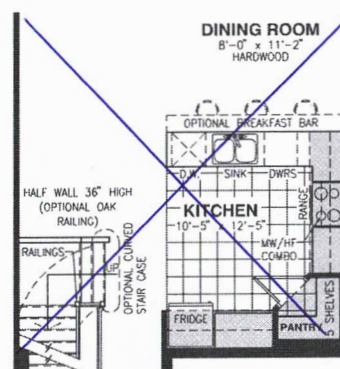


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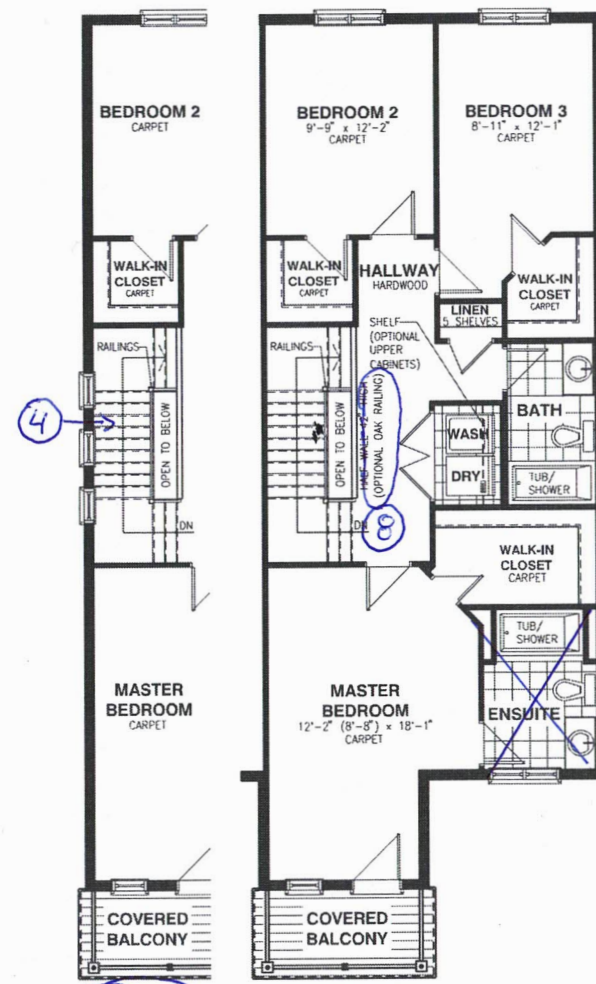
## Schedule H



~~OPTIONAL KITCHEN #1~~

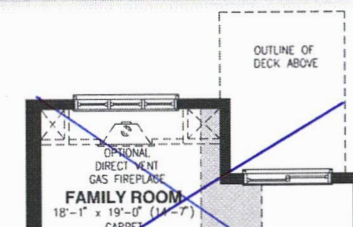
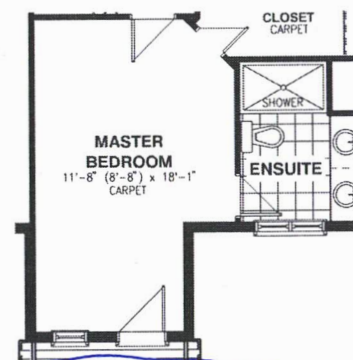


~~OPTIONAL KITCHEN #2~~

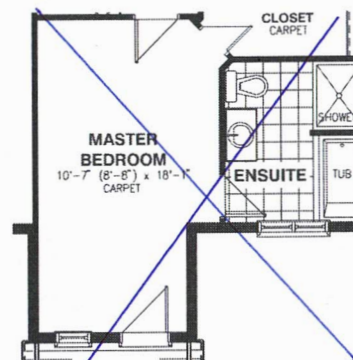


END UNIT  
SECOND  
FLOOR

## SECOND FLOOR

WALKOUT BASEMENT  
WHERE APPLICABLE

OPTIONAL 4PC ENSUITE  
TWO SINKS



OPTIONAL 4PC ENSUITE  
BATH & SHOWER

All dimensions are approximate. E. & O.E., 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.

|                                                                                  |                                                                                   |                     |                |                  |               |                       |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------|----------------|------------------|---------------|-----------------------|
|  | SINGLES AND TOWNS COLOUR CHART                                                    |                     |                |                  |               |                       |
|                                                                                  | Community:                                                                        | Place St-Thomas     | Reg'd Plan #:  | 50M-352          | Sales Rep:    | Adam B.               |
|                                                                                  | Lot No:                                                                           | B-06                | Civic Address: | 773 Namur Street |               |                       |
|                                                                                  | Purchaser(s):                                                                     | 9080520 Canada Inc. |                |                  | Model Name/#: | The Lewis 130 reverse |
|                                                                                  | Purchaser(s):                                                                     |                     |                |                  | Closing Date: | June 23, 2022         |
|                                                                                  |                                                                                   |                     |                |                  |               |                       |
| INTERIOR FINISHES                                                                |                                                                                   |                     |                |                  |               |                       |
| DESCRIPTION                                                                      |                                                                                   |                     |                |                  | STD/UPG #     |                       |
| TRIM STYLE                                                                       | Standard                                                                          |                     |                |                  |               | 9                     |
| DOOR STYLE                                                                       | Standard                                                                          |                     |                |                  |               | STD                   |
| INTERIOR HARDWARE                                                                | Standard                                                                          |                     |                |                  |               | STD                   |
| INTERIOR LIGHTING PACKAGE                                                        | Standard Roma Collection Lighting Package - See S&S Quote for Electrical Upgrades |                     |                |                  |               | 10                    |
| BATHROOM ACCESSORIES & MIRRORS                                                   | Standard                                                                          |                     |                |                  |               | STD                   |
| FIREPLACE MANTLE                                                                 | Standard                                                                          |                     |                |                  |               | STD                   |

|                                                 |         |                     |                |                |
|-------------------------------------------------|---------|---------------------|----------------|----------------|
| INTERIOR HANDRAILS AND SPINDLES                 |         |                     |                |                |
|                                                 | WOOD    | STYLE               | STAIN/COLOUR   | STD/UPG #      |
| HANDRAIL                                        | Red Oak | Colonial            | SB215          | 13, 37, 38, 39 |
| BRACKET                                         | metal   | N/A                 | Gun Metal Grey | 37, 38, 39     |
| SPINDLES                                        | metal   | Square              | Gun Metal Grey | 37, 38, 39     |
| POSTS                                           | Red Oak | Modern 3.5 " routed | SB215          | 13, 37, 38, 39 |
| NOSINGS                                         | Red Oak | N/A                 | SB215          | 13, 37         |
| HARDWOOD STAIRCASE<br><i>(WHERE APPLICABLE)</i> | Red Oak | N/A                 | SB215          | 4, 13, 37      |

|                                                             |                                       |           |                       |           |
|-------------------------------------------------------------|---------------------------------------|-----------|-----------------------|-----------|
| APPLIANCES                                                  |                                       |           |                       |           |
| TYPE                                                        | SIZE                                  | STD/UPG # | APPLIANCE UPG LEVEL   | STD/UPG # |
| FRIDGE<br><i>(Standard Minimum Opening is 33" x 70.75")</i> | To Accommodate a 36" W x 72" H fridge | 15        | \                     | \         |
| STOVE                                                       | Standard Opening                      | STD       | \                     | \         |
| MICROWAVE/HOODFAN                                           | Standard Opening                      | STD       | Basic stainless steel | 24        |
| DISHWASHER                                                  | Standard Opening                      | STD       | \                     | \         |
| WASHING MACHINE/DRYER                                       | \                                     | \         | \                     | \         |

Purchaser's Signature(s) :

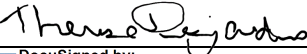
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Date: August 16, 2021

Purchaser's Signature(s) :

DocuSigned by:  
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Date: August 16, 2021

Approved By :

DocuSigned by:  
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Date: August 17, 2021



|                                                                                                                     |                                |                                                                                                        |                         |                             |                   |                       |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|-------------------|-----------------------|
| <br><b>Valecraft</b><br>Homes Ltd. | SINGLES AND TOWNS COLOUR CHART |                                                                                                        |                         |                             |                   |                       |
|                                                                                                                     | Community:                     | Place St-Thomas                                                                                        | Reg'd Plan #:           | 50M-352                     | Sales Rep:        | Adam B.               |
|                                                                                                                     | Lot No:                        | B-06                                                                                                   | Civic Address:          | 773 Namur Street            |                   |                       |
|                                                                                                                     | Purchaser(s):                  | 9080520 Canada Inc.                                                                                    |                         |                             | Model Name/#:     | The Lewis 130 reverse |
|                                                                                                                     | Purchaser(s):                  |                                                                                                        |                         |                             | Closing Date:     | June 23, 2022         |
| CABINETRY                                                                                                           |                                |                                                                                                        |                         |                             |                   |                       |
| ROOM                                                                                                                | SELECTION                      |                                                                                                        |                         |                             | LEVEL             | STD/UPG #             |
| KITCHEN                                                                                                             | STYLE AND COLOUR               | Upper cabinets and fridge cabinet: Shaker 5 PCS TF-176, Island and Lower cabinets: Shaker 5 PCS TF-179 |                         |                             | Level 1, Two tone | 15, 16, 17, 21, 25    |
|                                                                                                                     | HARDWARE CODE                  | 81092-195                                                                                              | TYPE                    | handles                     | STD               | STD                   |
|                                                                                                                     | COUNTERTOP                     | Silestone Blanco Maple                                                                                 | COUNTERTOP EDGE PROFILE | eased edge                  | Level 1 Quartz    | 21                    |
| MAIN BATHROOM                                                                                                       | STYLE AND COLOUR               | Shaker 5 PCS TF-179                                                                                    |                         |                             | Level 1           | 18                    |
|                                                                                                                     | HARDWARE CODE                  | 81092-195                                                                                              | TYPE                    | handles                     | STD               | STD                   |
|                                                                                                                     | COUNTERTOP                     | P394-VL                                                                                                | COUNTERTOP EDGE PROFILE | standard edge, no backplash | STD               | 29                    |
| 4PC ENSUITE BATHROOM                                                                                                | STYLE AND COLOUR               | Shaker 5 PCS -TF-179                                                                                   |                         |                             | Level 1           | 6, 20                 |
|                                                                                                                     | HARDWARE CODE                  | 81092-195                                                                                              | TYPE                    | handles                     | STD               | 6                     |
|                                                                                                                     | COUNTERTOP                     | P394-VL                                                                                                | COUNTERTOP EDGE PROFILE | standard edge, no backplash | STD               | 6, 30                 |
| POWDER ROOM                                                                                                         | STYLE AND COLOUR               | Shaker 5 PCS - TF-176                                                                                  |                         |                             | Level 1           | 5, 19                 |
|                                                                                                                     | HARDWARE CODE                  | 81092-195                                                                                              | TYPE                    | handles                     | STD               | 5                     |
|                                                                                                                     | COUNTERTOP                     | Silestone Grey Expo                                                                                    | COUNTERTOP EDGE PROFILE | eased edge                  | Level 1 Quartz    | 5, 22                 |
| BASEMENT BATHROOM                                                                                                   | STYLE AND COLOUR               | /                                                                                                      |                         |                             | /                 | /                     |
|                                                                                                                     | HARDWARE CODE                  | /                                                                                                      | TYPE                    | /                           | /                 | /                     |
|                                                                                                                     | COUNTERTOP                     | /                                                                                                      | COUNTERTOP EDGE PROFILE | /                           | /                 | /                     |
| LAUNDRY ROOM                                                                                                        | STYLE AND COLOUR               | /                                                                                                      |                         |                             | /                 | /                     |
|                                                                                                                     | HARDWARE CODE                  | /                                                                                                      | TYPE                    | /                           | /                 | /                     |
|                                                                                                                     | COUNTERTOP                     | /                                                                                                      | COUNTERTOP EDGE PROFILE | /                           | /                 | /                     |

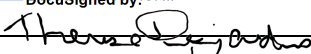
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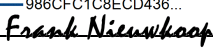
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Date: August 16, 2021

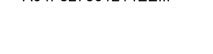
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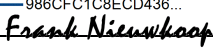
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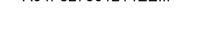
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DocuSigned by:



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|----------------------------------------------------------------------------------|--------------------------------|---------------------|----------------|------------------|---------------|-----------------------|
|  | SINGLES AND TOWNS COLOUR CHART |                     |                |                  |               |                       |
|                                                                                  | Community:                     | Place St-Thomas     | Reg'd Plan #:  | 50M-352          | Sales Rep:    | Adam B.               |
|                                                                                  | Lot No:                        | B-06                | Civic Address: | 773 Namur Street |               |                       |
|                                                                                  | Purchaser(s):                  | 9080520 Canada Inc. |                |                  | Model Name/#: | The Lewis 130 reverse |
|                                                                                  | Purchaser(s):                  |                     |                |                  | Closing Date: | June 23, 2022         |
| PAINT COLOUR(S)                                                                  |                                |                     |                |                  |               |                       |
| ROOM                                                                             | MAIN COLOUR                    |                     | STD/UPG #      | ACCENT WALL      |               | STD/UPG #             |
| TRIM / DOOR                                                                      | Semi Gloss OC-117 Simply white |                     | STD            | /                |               | /                     |
| FOYER                                                                            | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| POWDER ROOM                                                                      | Semi Gloss OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| MAIN FLOOR HALLWAY                                                               | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| DINING ROOM                                                                      | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| GREAT ROOM                                                                       | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| KITCHEN                                                                          | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| LAUNDRY                                                                          | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| 2nd FLOOR HALLWAY                                                                | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| MAIN BATH                                                                        | Semi Gloss OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| BEDROOM #2                                                                       | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| BEDROOM #3                                                                       | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| MASTER BEDROOM                                                                   | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| MASTER BEDROOM WALK-IN CLOSET                                                    | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |
| 4PC MASTER BEDROOM ENSUITE BATHROOM                                              | Semi Gloss OC-28 Collingwood   |                     | 6, 23          | /                |               | /                     |
| FINISHED BASEMENT FAMILY ROOM                                                    | Low Lustre OC-28 Collingwood   |                     | 23             | /                |               | /                     |

Purchaser's Signature(s) :

DocuSigned by:  
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Date: August 16, 2021

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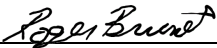
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Date: August 17, 2021

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| <br><b>Valecraft</b><br>Homes Ltd. | SINGLES AND TOWNS COLOUR CHART |                                                                                                  |                           |                           |               |                       |
|                                                                                                                     | Community:                     | Place St-Thomas                                                                                  | Reg'd Plan #:             | 50M-352                   | Sales Rep:    | Adam B.               |
|                                                                                                                     | Lot No:                        | B-06                                                                                             | Civic Address:            | 773 Namur Street          |               |                       |
|                                                                                                                     | Purchaser(s):                  | 9080520 Canada Inc.                                                                              |                           |                           | Model Name/#: | The Lewis 130 reverse |
| Purchaser(s):                                                                                                       |                                |                                                                                                  |                           | Closing Date:             | June 23, 2022 |                       |
|                                                                                                                     |                                |                                                                                                  |                           |                           |               |                       |
| CERAMIC & GROUT SELECTIONS (1)                                                                                      |                                |                                                                                                  |                           |                           |               |                       |
| ROOM                                                                                                                | AREA                           | MANUFACTURER/SERIES/SIZE/<br>COLOUR/CODE                                                         | GROUT<br>SELECTION        | LEVEL                     | STD/UPG #     |                       |
| FOYER                                                                                                               | FLOOR                          | Shnier casa Roma Cemento Cassero Grigio -<br>#7252055- 12x24 (front to back rectangular install) | 909 sterling              | Bronze + UPG grout        | 14, 32        |                       |
| POWDER ROOM                                                                                                         | FLOOR                          | Shnier casa Roma Cemento Cassero Grigio -<br>#7252055- 12x24 (front to back rectangular install) | 909 sterling              | Bronze + UPG grout        | 14, 32        |                       |
|                                                                                                                     | WALL                           | \                                                                                                | \                         | \                         | \             |                       |
|                                                                                                                     | INSERT OR<br>BORDER            | \                                                                                                |                           |                           |               |                       |
| MUDROOM                                                                                                             | FLOOR                          | N/A                                                                                              | N/A                       | N/A                       | N/A           |                       |
|                                                                                                                     | WALL                           | N/A                                                                                              | N/A                       | N/A                       | N/A           |                       |
|                                                                                                                     | INSERT OR<br>BORDER            | N/A                                                                                              |                           |                           |               |                       |
| LAUNDRY ROOM                                                                                                        | FLOOR                          | Ceratec Graniser Kafka grey 13x13 ( standard square<br>install)                                  | 909 Sterling              | STD tile + UPG<br>grout   | 32            |                       |
|                                                                                                                     | WALL                           | \                                                                                                | \                         | \                         | \             |                       |
|                                                                                                                     | INSERT OR<br>BORDER            | \                                                                                                |                           |                           |               |                       |
| KITCHEN                                                                                                             | FLOOR                          | see hardwood selection                                                                           | see hardwood<br>selection | see hardwood<br>selection | 12            |                       |
|                                                                                                                     | BACKSPLASH                     | Euro pasha soho matte white wall 3x6 (horizontal 1/2<br>brick install )                          | 934 delorean grey         | Bronze + UPG grout        | 32, 33, 34    |                       |
|                                                                                                                     | INSERT OR<br>BORDER            | \                                                                                                |                           |                           |               |                       |
| BREAKFAST<br>AREA/DINETTE                                                                                           | FLOOR                          | \                                                                                                | \                         | \                         | \             |                       |
| FIREPLACE                                                                                                           | HEARTH                         | N/A                                                                                              | N/A                       | N/A                       | N/A           |                       |
|                                                                                                                     | SURROUND                       | N/A                                                                                              | N/A                       | N/A                       | N/A           |                       |
| ADDITIONAL FIREPLACE                                                                                                | HEARTH                         | N/A                                                                                              | N/A                       | N/A                       | N/A           |                       |
|                                                                                                                     | SURROUND                       | N/A                                                                                              | N/A                       | N/A                       | N/A           |                       |

Purchaser's Signature(s) :

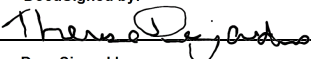
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Purchaser's Signature(s) :

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Approved By :

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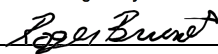
Date: August 16, 2021

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|---------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------|----------------|------------------|----------------------|-----------------------|
| <br><b>Valecraft</b><br>Homes Ltd. | SINGLES AND TOWNS COLOUR CHART |                                                              |                |                  |                      |                       |
|                                                                                                                     | Community:                     | Place St-Thomas                                              | Reg'd Plan #:  | 50M-352          | Sales Rep:           | Adam B.               |
|                                                                                                                     | Lot No:                        | B-06                                                         | Civic Address: | 773 Namur Street |                      |                       |
|                                                                                                                     | Purchaser(s):                  | 9080520 Canada Inc.                                          |                |                  | Model Name/#:        | The Lewis 130 reverse |
|                                                                                                                     | Purchaser(s):                  |                                                              |                |                  | Closing Date:        | June 23, 2022         |
| CERAMIC & GROUT SELECTIONS (2)                                                                                      |                                |                                                              |                |                  |                      |                       |
| ROOM                                                                                                                | AREA                           | MANUFACTURER/SERIES/SIZE/ COLOUR/CODE                        |                | GROUT SELECTION  | LEVEL                | STD/UPG #             |
| MAIN BATHROOM                                                                                                       | FLOOR                          | Ceratec Graniser Kafka grey 13x13 ( standard square install) |                | 909 Sterling     | STD tile + UPG grout | 32                    |
|                                                                                                                     | WALL                           | Ceratec Kafka grey 7.9"x9.8" ( horizontal stacked install)   |                | 909 Sterling     | STD tile + UPG grout | 32                    |
|                                                                                                                     | INSERT OR BORDER               | \                                                            |                | \                |                      |                       |
| 3PC ENSUITE BATHROOM                                                                                                | FLOOR                          | N/A                                                          |                | N/A              | N/A                  | N/A                   |
|                                                                                                                     | WALL                           | N/A                                                          |                | N/A              | N/A                  | N/A                   |
|                                                                                                                     | INSERT OR BORDER               | N/A                                                          |                |                  |                      |                       |
| 4PC ENSUITE BATHROOM                                                                                                | FLOOR                          | Ceratec Graniser Kafka grey 13x13 ( standard square install) |                | 909 Sterling     | STD tile + UPG grout | 6, 32                 |
|                                                                                                                     | WALL                           | Ceratec Kafka grey 7.9"x9.8" ( horizontal stacked install)   |                | 909 Sterling     | STD tile + UPG grout | 6, 32                 |
|                                                                                                                     | INSERT OR BORDER               | \                                                            |                | \                |                      |                       |
| BASEMENT/OTHER BATHROOM                                                                                             | FLOOR                          | N/A                                                          |                | N/A              | N/A                  | N/A                   |
|                                                                                                                     | WALL                           | N/A                                                          |                | N/A              | N/A                  | N/A                   |
|                                                                                                                     | INSERT OR BORDER               | N/A                                                          |                |                  |                      |                       |

Purchaser's Signature(s) :

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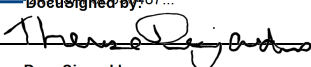


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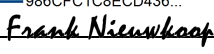


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|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------|----------------|------------------|--------------------------------|-----------------------|
|  | SINGLES AND TOWNS COLOUR CHART                                                                               |                     |                |                  |                                |                       |
|                                                                                  | Community:                                                                                                   | Place St-Thomas     | Reg'd Plan #:  | 50M-352          | Sales Rep:                     | Adam B.               |
|                                                                                  | Lot No:                                                                                                      | B-06                | Civic Address: | 773 Namur Street |                                |                       |
|                                                                                  | Purchaser(s):                                                                                                | 9080520 Canada Inc. |                |                  | Model Name/#:                  | The Lewis 130 reverse |
|                                                                                  | Purchaser(s):                                                                                                |                     |                |                  | Closing Date:                  | June 23, 2022         |
| FLOORING SELECTIONS                                                              |                                                                                                              |                     |                |                  |                                |                       |
| ROOM                                                                             | CARPET/UNDERPAD OR HARDWOOD                                                                                  |                     |                |                  | LEVEL                          | STD/UPG #             |
| MAIN FLOOR HALLWAY                                                               | Lauzon Designer Estate collection White oak Celtik character grade Ultra-Matte pure genius engineered 6-1/4" |                     |                |                  | UPG                            | 13                    |
| DINING ROOM                                                                      | Lauzon Designer Estate collection White oak Celtik character grade Ultra-Matte pure genius engineered 6-1/4" |                     |                |                  | UPG                            | 13                    |
| FLEX ROOM                                                                        | N/A                                                                                                          |                     |                |                  | N/A                            | N/A                   |
| FAMILY ROOM                                                                      | N/A                                                                                                          |                     |                |                  | N/A                            | N/A                   |
| GREAT ROOM                                                                       | Lauzon Designer Estate collection White oak Celtik character grade Ultra-Matte pure genius engineered 6-1/4" |                     |                |                  | UPG                            | 13                    |
| DEN/HOME OFFICE                                                                  | N/A                                                                                                          |                     |                |                  | N/A                            | N/A                   |
| REAR HALLWAY                                                                     | N/A                                                                                                          |                     |                |                  | N/A                            | N/A                   |
| KITCHEN                                                                          | Lauzon Designer Estate collection White oak Celtik character grade Ultra-Matte pure genius engineered 6-1/4" |                     |                |                  | UPG                            | 12                    |
| DINETTE                                                                          | N/A                                                                                                          |                     |                |                  | N/A                            | N/A                   |
| MAIN STAIRS TO BEDROOMS                                                          | Red Oak stained SB215                                                                                        |                     |                |                  | UPG                            | 4                     |
| UPPER HALLWAY                                                                    | Lauzon Designer Estate collection White oak Celtik character grade Ultra-Matte pure genius engineered 6-1/4" |                     |                |                  | UPG                            | 13                    |
| BEDROOM # 2                                                                      | A4531 Spartacus 16787 mystic beige                                                                           |                     |                |                  | Standard carpet + STD underpad | STD                   |
| BEDROOM # 3                                                                      | A4531 Spartacus 16787 mystic beige                                                                           |                     |                |                  | Standard carpet + STD underpad | STD                   |
| MASTER BEDROOM                                                                   | A4531 Spartacus 16787 mystic beige                                                                           |                     |                |                  | Standard carpet + STD underpad | STD                   |
| MASTER BEDROOM WALK-IN CLOSET                                                    | A4531 Spartacus 16787 mystic beige                                                                           |                     |                |                  | Standard carpet + STD underpad | STD                   |
| STAIRS TO BASEMENT                                                               | A4531 Spartacus 16787 mystic beige                                                                           |                     |                |                  | Standard carpet + STD underpad | STD                   |
| FINISHED BASEMENT RECREATION ROOM                                                | A4531 Spartacus 16787 mystic beige                                                                           |                     |                |                  | Standard carpet + STD underpad | STD                   |

Purchaser's Signature(s) :

DocuSigned by:  
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Date: August 16, 2021

Purchaser's Signature(s) :

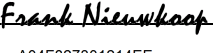
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Date: August 16, 2021

Approved By :

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Date: August 17, 2021



|                                                                                                                     |                                |                                                               |                |                          |               |                       |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------|----------------|--------------------------|---------------|-----------------------|
| <br><b>Valecraft</b><br>Homes Ltd. | SINGLES AND TOWNS COLOUR CHART |                                                               |                |                          |               |                       |
|                                                                                                                     | Community:                     | Place St-Thomas                                               | Reg'd Plan #:  | 50M-352                  | Sales Rep:    | Adam B.               |
|                                                                                                                     | Lot No:                        | B-06                                                          | Civic Address: | 773 Namur Street         |               |                       |
|                                                                                                                     | Purchaser(s):                  | 9080520 Canada Inc.                                           |                |                          | Model Name/#: | The Lewis 130 reverse |
|                                                                                                                     | Purchaser(s):                  |                                                               |                |                          | Closing Date: | June 23, 2022         |
|                                                                                                                     |                                |                                                               |                |                          |               |                       |
| PLUMBING FIXTURES                                                                                                   |                                |                                                               |                |                          |               |                       |
| ROOM                                                                                                                | FIXTURE                        | STYLE                                                         |                | FINISH                   | STD/UPG#      |                       |
| KITCHEN                                                                                                             | SINK                           | Reginox ND1831UA/9 double bowl undermount sink                |                | Stainess Steel           | 27            |                       |
|                                                                                                                     | FAUCET                         | Delta Marley 986LF-AR                                         |                | Arctic Stainless         | 26            |                       |
| MAIN BATHROOM                                                                                                       | SINK                           | Standard                                                      |                | White                    | STD           |                       |
|                                                                                                                     | VANITY FAUCET                  | Standard                                                      |                | Chrome                   | STD           |                       |
|                                                                                                                     | WATER CLOSET                   | Standard                                                      |                | White                    | STD           |                       |
|                                                                                                                     | TUB/SHOWER                     | Standard                                                      |                | White                    | STD           |                       |
|                                                                                                                     | TUB/SHOWER FAUCET              | Standard                                                      |                | Chrome                   | STD           |                       |
| ENSUITE BATHROOM                                                                                                    | SINK                           | Standard                                                      |                | White                    | 6             |                       |
|                                                                                                                     | VANITY FAUCET                  | Standard                                                      |                | Chrome                   | 6             |                       |
|                                                                                                                     | WATER CLOSET                   | Standard                                                      |                | White                    | 6             |                       |
|                                                                                                                     | SHOWER                         | Standard 4pc ensuite shower                                   |                | white/clear glass/chrome | 6             |                       |
|                                                                                                                     | SHOWER FAUCET                  | Standard                                                      |                | Chrome                   | 6             |                       |
|                                                                                                                     | BATHTUB                        | N/A                                                           |                | N/A                      | N/A           |                       |
|                                                                                                                     | BATHTUB FAUCET                 | N/A                                                           |                | N/A                      | N/A           |                       |
| POWDER ROOM                                                                                                         | PEDESTAL                       | American standard Boxe undermount sink 0315- 000              |                | White                    | 5, 31         |                       |
|                                                                                                                     | SINK FAUCET                    | Deta trinsic single handle high arc lavatory faucet 559HA-DST |                | Chrome                   | 5, 28         |                       |
|                                                                                                                     | WATER CLOSET                   | Standard                                                      |                | white                    | STD           |                       |
| BASEMENT BATHROOM                                                                                                   | SINK                           | N/A                                                           |                | N/A                      | N/A           |                       |
|                                                                                                                     | VANITY FAUCET                  | N/A                                                           |                | N/A                      | N/A           |                       |
|                                                                                                                     | WATER CLOSET                   | N/A                                                           |                | N/A                      | N/A           |                       |
|                                                                                                                     | TUB/SHOWER                     | N/A                                                           |                | N/A                      | N/A           |                       |
|                                                                                                                     | TUB/SHOWER FAUCET              | N/A                                                           |                | N/A                      | N/A           |                       |
| NOTE: All fixtures are white as standard                                                                            |                                |                                                               |                |                          |               |                       |

Purchaser's Signature(s) :

DocuSigned by:  
9080520 Canada Inc. 487...

Date: August 16, 2021

Purchaser's Signature(s) :

DocuSigned by:  
9080520 Canada Inc. 436...

Date: August 16, 2021

Approved By :

DocuSigned by:  
A04F827301214EE...

Date: August 17, 2021



## GST/HST New Housing Rebate Application for Houses Purchased from a Builder

Use this form to claim your rebate if you bought a new house (including a residential condominium unit or a duplex) or a share of the capital stock of a co-operative housing corporation (co-op). **Do not use** this form if you built your house or hired someone to build it or purchased it as a rental property. Instead, use Form GST191, *GST/HST New Housing Rebate Application for Owner-Built Houses*, or Form GST524, *GST/HST New Residential Rental Property Rebate Application*.

**Note**

GST/HST registered builders claiming a Type 1A or 1B rebate can choose to file their application online along with their GST/HST return using GST/HST NETFILE at [canada.ca/gst-hst-netfile](https://canada.ca/gst-hst-netfile) or by using the "File a return" online service in My Business Account at [canada.ca/my-cra-business-account](https://canada.ca/my-cra-business-account). The rebate can also be filed online on its own using the "File a rebate" online service in My Business Account. Representatives can access these online services in Represent a Client at [canada.ca/taxes-representatives](https://canada.ca/taxes-representatives). If you choose to file your application online, **do not send** us this form.

For more information, including instructions, required documentation for rebate application Types 2, 3, and 5, and the definition of a house, see "General information" on page 4 of this form. Your claim may be delayed or denied if this form is not completed in full, the rebate calculation is not correct, or the required documentation is not submitted with your application.

**Section A – Claimant information**

|                                                                                                                                                                                                                                                              |                                                 |                                            |                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------|
| Claimant's legal name ( <b>one name only</b> , even if the house is purchased by several individuals)<br>Last name, first name, and initial(s)<br><b>9080520 Canada Inc.</b>                                                                                 |                                                 | Business number (if applicable)<br><br>R T |                                                                                                    |
| If more than one individual purchased the house, list all of the other purchaser(s). Attach a separate sheet if you need more space.<br>Last name, first name, and initial(s) of other purchaser<br>Last name, first name, and initial(s) of other purchaser |                                                 |                                            |                                                                                                    |
| Address of the house you purchased (Unit No. – Street No. Street name, RR)<br><b>773 Namur Street</b>                                                                                                                                                        |                                                 |                                            |                                                                                                    |
| City<br><b>Embrun</b>                                                                                                                                                                                                                                        |                                                 | Province or territory<br><b>Ontario</b>    | Postal code<br><b>K 0 A 1 W 0</b>                                                                  |
| Home telephone number<br><b>613-229-4583</b>                                                                                                                                                                                                                 | Daytime telephone number<br><b>613-229-4583</b> | Extension                                  | Language preference<br><input type="checkbox"/> English <input checked="" type="checkbox"/> French |
| Mailing address of claimant <input checked="" type="checkbox"/> As above or Unit No – Street No Street name, PO Box, RR                                                                                                                                      |                                                 |                                            |                                                                                                    |
| City                                                                                                                                                                                                                                                         | Province/Territory/State<br><b>ON</b>           | Postal/ZIP code                            | Country                                                                                            |

**Section B – House information**

|                                                                                                                                                                                                                                                                                                               |                            |                                                                                                                                                        |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Did you purchase the house for use as your, or your relation's, primary place of residence?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                            |                            | Date purchase agreement was signed by both you and the builder (if the agreement was signed on different dates, use the later date):<br>Year Month Day |  |
| If you purchased this house as a rental property, you do <b>not</b> qualify for this rebate. You may qualify for the New Residential Rental Property Rebate instead. To apply for that rebate, you (not the builder) may use Form GST524, <i>GST/HST New Residential Rental Property Rebate Application</i> . |                            |                                                                                                                                                        |  |
| Date ownership of the house or the share in the co-op was transferred to you:<br>Year Month Day                                                                                                                                                                                                               |                            | Date possession of the house was transferred to you:<br>Year Month Day                                                                                 |  |
| Legal description of property – Lot, plan, concession, range, parcel, section, etc. You will find the description on your deed, or another land transfer document available from your provincial land registry office. Where applicable, use the strata lot for the lot number.                               |                            |                                                                                                                                                        |  |
| Lot No:<br><b>B06</b>                                                                                                                                                                                                                                                                                         | Plan No:<br><b>50M-352</b> | Other:<br><b>Embrun, ON</b>                                                                                                                            |  |
| If a mobile home, state:<br>Manufacturer:                                                                                                                                                                                                                                                                     |                            | Model:<br>Serial number:                                                                                                                               |  |

**FOR INTERNAL USE ONLY**

|    |  |  |  |  |  |    |  |  |  |  |  |
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**Section C – Housing and application Type****Type of housing** (tick one box)
☒ House (including condominium unit)
 ☐ Mobile home (including modular home)
 ☐ Floating home
 ☐ Bed and breakfast
 ☐ Duplex

**Application Type** (tick one box). See Guide RC4028, *GST/HST New Housing Rebate*, to verify that you meet the conditions to claim the rebate. In all cases the builder or co-op must complete Section D.

**Rebate applications filed by the builder** – Where the builder pays the amount of the rebate directly to you or credits it against the total amount payable for a new house (including a mobile home or a floating home). Give the completed application to your builder.

**1A** ☒ When you buy both the house and land from the same builder or you buy a mobile home. (Do not tick Type 1A if you bought a mobile home and you lease land that is not a site in a residential trailer park from the vendor of the home. Tick Type 1B in this case.) Complete Part I of Section F to calculate the rebate.

**1B** ☐ When you buy a house and lease the land from the same builder. (Do not tick Type 1B if you bought a mobile home from a vendor that also leases to you a site in a residential trailer park. Tick Type 1A in this case.) The lease must provide you with an option to buy the land, or must be for a term of at least 20 years. Complete Part II of Section F to calculate the rebate.

**Rebate applications you file directly with us** – Where we pay the rebate directly to you for a new house (including a mobile home or a floating home).

**2** ☐ When you buy both the house and land from the same builder or you buy a mobile home. (Do not tick Type 2 if you bought a mobile home and you lease land that is not a site in a residential trailer park from the vendor of the home. Tick Type 5 in this case.) Complete Part I of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments.

**3** ☐ When you buy a share of the capital stock of a co-op. Complete Part III of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments.

**5** ☐ When you buy a house and lease the land from the same builder. (Do not tick Type 5 if you bought a mobile home from a vendor that also leases to you a site in a residential trailer park. Tick Type 2 in this case.) The lease must provide you with an option to buy the land, or must be for a term of at least 20 years. Complete Part II of Section F to calculate the rebate. Attach a copy of your Statement of Adjustments (or invoice in the case of a mobile home).

**Section D – Builder or co-op information**

Builder's or co-op's legal name

**Valecraft Homes (2019) Limited**

Business number (if applicable)

**7 2 1 0 1 0 7 1 8 R T 0 0 0 1**

Address (Unit No. – Street No. Street name, PO Box, RR)

**210-1455 Youville Dr.**

City

**Orleans**

Province/Territory/State

**Ontario**

Postal/ZIP code

**K1C 6Z7**

Country

**Canada**

Telephone number

**613-837-1104**

Extension

Did the builder either pay the amount of the rebate directly to the purchaser or credit it against the total amount payable for the house? ☐ Yes ☐ No

If **yes**, the builder has to send this completed form, including any applicable provincial rebate schedule, to us. For more information and instructions, see page 4.

For Type 1A or 1B, enter the reporting period covered by the GST/HST return in which a deduction is taken by the builder. The builder must take the deduction in the reporting period during which the amount of the rebate is paid or credited to the purchaser.

From 

|      |       |     |
|------|-------|-----|
| Year | Month | Day |
|      |       |     |

 to 

|      |       |     |
|------|-------|-----|
| Year | Month | Day |
|      |       |     |

Signature of builder or authorized official

Name (print)

Year Month Day

**Section E – Claimant's Certification**

I certify that the information given in this application, including any accompanying provincial rebate schedule and all supporting documents, is, to the best of my knowledge, true, correct, and complete in every respect. I have not previously claimed the "Total rebate amount," or any part of that amount, and I am eligible to claim this total rebate amount. I am not filing a second time for additional work or extras done on the house. **I also certify that the house is my, or one of my relation's, primary residence and is not intended as a rental property.**

DocuSigned by:

Signature of the claimant

DocuSigned by:

Name (print)

**999520 Canada Inc.**

Year Month Day

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**Section F – Rebate calculation (complete only one of Parts I, II, or III, whichever applies)**

You are **not** entitled to claim a GST/HST new housing rebate for some of the GST or federal part of the HST and you **do not complete** Section F if any of the following apply to you:

- your application type is 1A or 2 and the purchase price of the house is \$450,000 or more;
- your application type is 1B or 5 and the fair market value of the house (building and land) when possession was transferred to you was \$517,500 or more (in some cases a lower value may apply to restrict the rebate); or
- your application type is 3 and the total amount paid for the share in the co-op is \$517,500 or more (in some cases a lower value may apply to restrict the rebate).

If the above situations **do not apply** and you meet all of the other GST/HST new housing rebate conditions, you may be entitled to claim a GST/HST new housing rebate. Complete Section F. You will need to complete Form RC7190-WS, *GST190 Calculation Worksheet*, to calculate the amounts you have to enter in Section F.

**Note**

If you paid the HST on your purchase of a house located in a province that offers a provincial new housing rebate, you may be entitled to claim a rebate for some of the provincial part of the HST you paid on the purchase. A provincial new housing rebate may be available even if a GST/HST new housing rebate is not. For more information, see the appropriate provincial rebate schedule.

**Part I – Rebate calculation for Application Type 1A or 2**

GST paid or the federal part of the HST paid on the purchase of the house (enter the amount from line 1 of Form RC7190-WS). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on assignment, also include that tax paid on line A.)

|  |  |          |
|--|--|----------|
|  |  | <b>A</b> |
|--|--|----------|

Enter the purchase price of the house (**do not include** GST or HST). (If the purchase and sale agreement for the house was assigned to you and you paid the GST or the federal part of the HST on the assignment, also include the purchase price for the assignment on line B.)

|  |  |          |
|--|--|----------|
|  |  | <b>B</b> |
|--|--|----------|

GST/HST new housing rebate amount (enter the amount from line 4 of Form RC7190-WS).

|  |  |          |
|--|--|----------|
|  |  | <b>C</b> |
|--|--|----------|

Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line C of that schedule.

|  |  |          |
|--|--|----------|
|  |  | <b>D</b> |
|--|--|----------|

Total rebate amount including any provincial rebate (line C plus line D).

|  |  |          |
|--|--|----------|
|  |  | <b>E</b> |
|--|--|----------|

**Part II – Rebate calculation for Application Type 1B or 5**

Total purchase price for the house (**do not include** amounts for the lease of the land or the option to purchase the land).

|  |  |          |
|--|--|----------|
|  |  | <b>F</b> |
|--|--|----------|

Fair market value of the house (including the land and the building) when possession was transferred to you.

|  |  |          |
|--|--|----------|
|  |  | <b>G</b> |
|--|--|----------|

GST/HST new housing rebate amount (enter the amount from line 8 of Form RC7190-WS).

|  |  |          |
|--|--|----------|
|  |  | <b>H</b> |
|--|--|----------|

Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line F of that schedule.

|  |  |          |
|--|--|----------|
|  |  | <b>I</b> |
|--|--|----------|

Total rebate amount including any provincial rebate (line H plus line I).

|  |  |          |
|--|--|----------|
|  |  | <b>J</b> |
|--|--|----------|

**Part III – Rebate calculation for Application Type 3**

Total purchase price for the share of the capital stock in the co-op. (If you purchased any other interest in the corporation, complex, or unit, also include the purchase price for that interest on line K.)

|  |  |          |
|--|--|----------|
|  |  | <b>K</b> |
|--|--|----------|

GST/HST new housing rebate amount (enter the amount from line 11 of Form RC7190-WS).

|  |  |          |
|--|--|----------|
|  |  | <b>L</b> |
|--|--|----------|

Provincial new housing rebate amount – If you are eligible, complete the calculation on the applicable provincial rebate schedule and enter the amount from line H of that schedule.

|  |  |          |
|--|--|----------|
|  |  | <b>M</b> |
|--|--|----------|

Total rebate amount including any provincial rebate (line L plus line M).

|  |  |          |
|--|--|----------|
|  |  | <b>N</b> |
|--|--|----------|

**Section G – Direct deposit request (complete only if you are filing a Type 2, 3, or 5 rebate application)**

To have your refund deposited directly into your bank account, complete the information area below **or** attach a blank cheque with the information encoded on it and "VOID" written across the front.

Branch number

Institution number

Account number

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Name of the account holder

Personal information is collected under the *Excise Tax Act* to administer tax, rebates, and elections. It may also be used for any purpose related to the administration or enforcement of the Act such as audit, compliance and the payment of debts owed to the Crown. It may be shared or verified with other federal, provincial/territorial government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the *Privacy Act*, individuals have the right to access their personal information and request correction if there are errors or omissions. Refer to Info Source at [canada.ca/cra-info-source](http://canada.ca/cra-info-source). Personal Information Bank CRA PPU 241.

## General information

### Who should complete this form?

Use this form to claim your new housing rebate if you bought a new house (including a residential condominium unit or a duplex) or a share of the capital stock of a co-operative housing corporation (co-op). The house must be the primary place of residence for you or a relation. If more than one individual owns the house or share, only one individual can claim the rebate. Partnerships (even if all the partners are individuals) and corporations that buy new houses are not entitled to claim this rebate. An individual cannot claim this rebate if a partnership or a corporation is also an owner of the house.

**Do not use** this form if you built or substantially renovated your house or hired someone to do so. Instead, use Form GST191, *GST/HST New Housing Rebate Application for Owner-Built Houses*.

If you purchased this house as a rental property, use *Form GST524, GST/HST New Residential Rental Property Rebate Application*.

For more information on the conditions that apply for each rebate type, see Guide RC4028, *GST/HST New Housing Rebate*.

If the application is signed by someone other than the claimant, you must attach a properly executed power of attorney to this form.

If your house is located in a province that offers a provincial new housing rebate for some of the provincial part of the HST and you qualify for that rebate, you also need to complete the appropriate provincial rebate schedule to claim the provincial new housing rebate.

#### Note

If you previously purchased a new house and received a new housing rebate you were assigned a business number for tracking purposes (nine digits followed by RT0001). Use the same number for this application.

### Documentation required

If your application type is 2, 3, or 5 in Section C, you must send us this form along with the following documents:

- a copy of the statement of adjustments; and
- for a mobile home, a copy of the invoice.

#### Note

You are not required to submit proof of occupancy with your application. However, you may be asked to provide proof of occupancy later.

**Do not send** us the agreements for the purchase of your house. Keep them for six years in case we ask to see them.

#### Note

If you choose not to file your application online when claiming a Type 1A or 1B rebate, you must send us a copy of this form. Do not send supporting documents with this form when claiming either of these rebates, but keep them in case we ask to see them later.

### When should I file my claim?

Generally, you have two years from the date ownership of the house is transferred to you to claim the rebate.

### Where do I send this form?

For an individual claiming this rebate, use the chart below to identify the correct tax centre to send your completed form and any applicable provincial rebate schedule.

If you are a builder and choose **not** to file your application online, use the following chart to find out to which tax centre to send your completed form.

| If you are:                                                                                                                                                                                                                                                                                                                                                                    | Send your form to:                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• an <b>individual</b>, and the property is located in one of the areas indicated below; OR</li> <li>• a <b>builder</b> located in one of the areas indicated below, and you have filed your GST/HST return online.</li> </ul> <b>Areas:</b> Sudbury/Nickel Belt, Toronto Centre, Toronto East, Toronto West, Toronto North, or Barrie. | Sudbury Tax Centre<br>1050 Notre Dame Avenue<br>Sudbury ON P3A 5C1        |
| <ul style="list-style-type: none"> <li>• an <b>individual</b>, and the property is located anywhere in Canada, other than the areas mentioned above; OR</li> <li>• a <b>builder</b> located anywhere in Canada, other than the areas mentioned above, and you have filed your GST/HST return online.</li> </ul>                                                                | Prince Edward Island Tax Centre<br>275 Pope Road<br>Summerside PE C1N 6A2 |
| <ul style="list-style-type: none"> <li>• a <b>builder</b> who is eligible to file a paper GST/HST return. (In addition to your completed form and any applicable provincial rebate schedule, you have to send your return in which you claimed a deduction.)</li> </ul>                                                                                                        | The tax centre indicated on your return.                                  |

#### Note

If you are a builder and choose to file your application online, do **not** send us this form.

### Definition

**House** – for this rebate, includes a single family home, a residential condominium unit, a duplex, a mobile home, and a floating home. It also includes a bed and breakfast if more than 50% of the house is your primary place of residence. Otherwise, only the part that is your primary place of residence is a house for purposes of this rebate.

### What if you need help?

For more information, see Guide RC4028, *GST/HST New Housing Rebate*, go to [canada.ca/gst-hst](https://canada.ca/gst-hst), or call 1-800-959-5525.

### Forms and publications

To get our forms and publications, go to [canada.ca/gst-hst-pub](https://canada.ca/gst-hst-pub).