

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED**

**ON THE 17 DAY OF March, 2022.**

**REGARDING PROPERTY KNOWN AS:** BUILDER'S LOT : F29  
LOT: F29 BLOCK :  
50M-352 PLACE ST THOMAS 6  
CIVIC ADDRESS: 721 Namur Street

**PURCHASERS:** Daniel Tauro & Kia Ragbar-Francis

**VENDORS:** VALECRAFT HOMES (2019) LIMITED

**DATE OF ACCEPTANCE:** March 18, 2022

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

**DELETE:** **PURCHASE PRICE:** \$583,500.00  
**BALANCE AT CLOSING:** \$553,500.00  
**LESS H.S.T. AMOUNT:** \$537,610.62  
**SCHEDULE "G" DATED:** March 17, 2022  
**TARION SCHEDULE "E" DATED:** March 17, 2022

**INSERT:** **680** dated: May 4, 2022 in the amount of: \$26,612.00  
**NEW PURCHASE PRICE:** \$610,112.00  
**NEW BALANCE AT CLOSING:** \$580,112.00  
**NEW LESS H.S.T. AMOUNT:** \$561,161.06  
**SCHEDULE "G" DATED:** May 4, 2022  
**TARION SCHEDULE "E" DATED:** May 4, 2022  
**SCHEDULE "W4" DATED:** May 4, 2022

**Dated at** Courtice, ON **this** 4 **day of** May, 2022

In the presence of:

\_\_\_\_\_  
**WITNESS**

DocuSigned by:  
*Daniel Tauro*  
\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**WITNESS**

DocuSigned by:  
*Kia Ragbar-Francis*  
\_\_\_\_\_  
**PURCHASER**

**Dated at** Ottawa, ON **this** 4 **day of** May, 2022

**VALECRAFT HOMES (2019) LIMITED**

**Per:** Frank Nieuwkoop

**Name:** F. Nieuwkoop

**Title:** Vice President

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



## NON STANDARD EXTRAS (680)

### Place St. Thomas - Phase 6

PURCHASERS: Daniel Tauro and Kia Ragbar-Francis

Printed: 4-May-22 11:55 am

LOT NUMBER <b>F29</b>	PHASE <b>6</b>	HOUSE TYPE <b>140 THE GREEN</b>	CLOSING DATE <b>16-Mar-23</b>
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ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
10 114566  39125	1	- HARDWOOD - MAPLE - LAUZON - 3 1/8" STAINED - STANDARD AREAS  Note: - As per Floorplan Sketch dated May 4, 2022 - Standard areas include great room, dining room & upper hallway & Maple nosings at stair openings	\$2,856.00	Each
11 120125  39126	1	- KITCHEN - OTR - BASIC - 1.7 C/F MICROWAVE WITH HOOD - UPGRADE TO STAINLESS STEEL  Note: - As per Kitchen Sketch dated May 4, 2022	\$75.00	Each
*12 90157  39127	1	- DELETE ALL TOWEL BARS, TISSUE HOLDERS AND SOAP DISHES.  Note: At powder room, main bathroom and ensuite	\$0.00	Each
*13 113900  39130	1	- RAILING - OAK MODERN 3 1/2" POSTS, COLONIAL HANDRAILS & BURNT PENNY SQUARE METAL SPINDLES  Note: - Standard areas as per Floorplan Sketch dated May 4, 2022 - Includes beveled post - See item #15 (upper hallway railing)	*\$2,553.00	Each
14   39132	1	- UPPER HALL - DELETE #5 (RE: RAILING OAK COLONIAL IN LIEU OF HALF WALL IN THE SECOND FLOOR HALLWAY)  Note:	-\$1,325.00	Each
*15 113628  39131	1	- UPPER HALL - RAILING - OAK MODERN 3 1/2" POSTS, COLONIAL HANDRAILS & BURNT PENNY SQUARE METAL SPINDLES IN LIEU OF THE HALF WALL IN THE SECOND FLOOR HALLWAY  Note: - As per Floorplan Sketch dated May 4, 2022 - Includes beveled post - See item #13 (upgrade railing)	*\$1,885.00	Each
16   39133	1	- ENSUITE BATH - UPGRADE TO A WALL TO WALL MIRROR IN 4PC ENSUITE BATHROOM IN LIEU OF BUILDER'S STANDARD  Note: - As per Floorplan Sketch dated May 4, 2022 - Electrical plug to be relocated to side wall - See item #4 (4pc ensuite)	\$100.00	Each
*17 101  39135	1	- KITCHEN - LOWER CABINETS - LC POTS & PANS C/W 3 DRAWER FRONTS 6/12/12  Note: - As per Kitchen Sketch dated May 4, 2022 - Located between the stove and dinette section (approx 36" wide) - See item #3 (optional kitchen layout 1)	*\$790.00	Each
*18 90826  39137	1	- KITCHEN - CABINETRY - EXTEND FRIDGE UPPER TO APPROX. 2FT DEEP - STD SERIES CABINETRY  Note: - As per Kitchen Sketch dated May 4, 2022 - See item #3 (optional kitchen layout 1)	*\$211.00	Each
*19 4  39140	*1	- CARPET - UPGRADE - LEVEL 3 - - ALL AREAS C/W OPT ENS - LEVEL 3  Note: - As per Floorplan Sketch dated May 4, 2022 - All areas including: Main staircase to bedroom, bedroom 2, bedroom 3, Master bedroom & WIC, basement staircase & Finished basement family room. - See Item 20 (Upgraded Underpad)	*\$2,914.00	Each

Vendor Initials: DS  
FN Purchaser Initials: DS  
DT DS  
KJ

PREPARED BY: Valerie Gendron

LOCKED BY: Lisa Ballard

PE 1,855-1

InvoiceSQL.rpt 05may21

CONSTRUCTION SCHEDULING APPROVAL

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

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



**NON STANDARD EXTRAS (680)**  
**Place St. Thomas - Phase 6**

**PURCHASERS:** Daniel Tauro and Kia Ragbar-Francis **Printed:** 4-May-22 11:55 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
<b>F29</b>	<b>6</b>	<b>140 THE GREEN</b>	<b>16-Mar-23</b>

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*20 6		*1 - - UNDERPAD - UPGRADE - LEVEL 2 - - ALL AREAS C/W OPT ENS - LEVEL 2	* \$1,687.00	Each
39141		Note: - As per Floorplan Sketch dated May 4, 2022 -All areas including; Main staircase to bedroom, bedroom 2, bedroom 3, Master bedroom & WIC, basement staircase & Finished basement family room. -See Item 19 (Upgraded Carpet)		
*21 8		*1 - - TILE - FLOOR - UPGRADE - BRONZE - - FOYER / POWDER ROOM - BRONZE	* \$648.00	Each
39142		Note: - As per Floorplan Sketch dated May 4, 2022 - As per Floor Tile installation sketch dated May 4, 2022 - Rectangular front to back installation		
*22 8		*1 - <i>KITCHEN/DINETTE</i> - TILE - FLOOR - UPGRADE - BRONZE - - KITCHEN / DINETTE STD - BRONZE	* \$793.00	Each
39143		Note: - As per Floorplan Sketch dated May 4, 2022 - As per Floor Tile installation sketch dated May 4, 2022 - Rectangular front to back installation		
23 704		1 - - CERAMIC TILE - GROUT COLOR PER COLOUR	\$75.00	Each
39145		Note:		
24 166		1 - <i>KITCHEN</i> - TILE - WALL - BACKSPLASH - UPGRADE - GOLD - - KITCHEN - GOLD	\$213.00	Each
39146		Note: - As per Wall Tile installation sketch dated May 4, 2022 - See item #25 (Horizontal brick pattern install)		
25 162		1 - <i>KITCHEN</i> - TILE - WALL - BACKSPLASH - INSTALLATION - BRICK PATTERN - - KITCHEN	\$64.00	Each
39147		Note: - As per Wall Tile installation sketch dated May 4, 2022 - See item #24 (gold tile) - horizontal Brick Pattern		
*26 115165		1 - <i>KITCHEN</i> - COUNTERTOP - GRANITE - LEVEL 1 - KITCHEN C/W FLUSH BREAKFAST BAR	* \$6,354.00	Each
39148		Note: - As per Kitchen & Floorplan Sketch dated May 4, 2022 - As per Edge Profile sketch dated May 4, 2022 - See item #3 (optional kitchen layout 1) - See item #29 (undermount sink) - Does not include upgraded faucet		
*27 113040		1 - <i>MAIN BATHROOM</i> - COUNTERTOP - QUARTZ - LEVEL 1 - MAIN BATHROOM	* \$757.00	Each
39149		Note: - As per Floorplan Sketch dated May 4, 2022 - As per Edge Profile sketch dated May 4, 2022 - See item #32 (upgrade sink) - Does not include upgraded faucet		
*28 113041		1 - <i>ENSUITE BATH</i> - COUNTERTOP - QUARTZ - LEVEL 2 - ENSUITE BATHROOM - OPT 4PC	* \$1,909.00	Each
39150		Note: - As per Floorplan Sketch dated May 4, 2022 - As per Edge Profile sketch dated May 4, 2022 - See item #33 (upgrade sinks) - See item #4 (4pc ensuite) - Does not include upgraded faucet		

Vendor Initials: DS  
FN Purchaser Initials: DS  
DT DS  
KT

**PREPARED BY:** Valerie Gendron  
**LOCKED BY:** Lisa Ballard  
**PE 1,855-2**  
 InvoiceSQL.rpt 05may21

CONSTRUCTION SCHEDULING APPROVAL	
PER: _____	
DATE: _____	



**NON STANDARD EXTRAS (680)**  
**Place St. Thomas - Phase 6**

PURCHASERS: Daniel Tauro and Kia Ragbar-Francis Printed: 4-May-22 11:55 am

LOT NUMBER <b>F29</b>	PHASE <b>6</b>	HOUSE TYPE <b>140 THE GREEN</b>	CLOSING DATE <b>16-Mar-23</b>
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ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*29 118344	1	<b>KITCHEN</b> - KITCHEN SINK - FRANKE CUBE CUX110-30-CA SINGLE BOWL STAINLESS STEEL 9" DEEP UNDERMOUNT SINK	* \$1,513.00	Each
39152		Note: - See item #26 (solid surface countertop)		
30 39158	1	<b>ENSUITE BATH</b> - DELTA LINDEN MONITOR 14 SERIES SHOWR TRIM T14294-CZ - CHAMPAGNE BRONZE	\$311.00	Each
		Note: - See item #4 (4pc ensuite)		
31 39159	1	<b>MAIN BATHROOM</b> - DELTA LINDEN MONITOR 14 SERIES TUB/SHOWER TRIM T14494 - CHROME	\$192.00	Each
		Note:		
*32 671	1	<b>MAIN BATHROOM</b> - BATHROOM - AMERICAN STANDARD STUDIO CARRE UNDERMOUNT SINK 0426 -000	* \$554.00	Each
39160		Note: - See item #27 (solid surface countertop)		
*33 671	2	<b>ENSUITE BATH</b> - BATHROOM - AMERICAN STANDARD STUDIO CARRE UNDERMOUNT SINK 0426 -000	* \$1,108.00	
39491		Note: - See item #4 (4pc ensuite) - See item #28 (solid surface counter)		
34 136	1	<b>ENSUITE BATH</b> - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - STANDARD - - SHOWER SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - STANDARD	\$375.00	Each
39372		Note: - See item #4 (4pc ensuite) - As per Wall Tile installation sketch dated May 4,2022 - Standard square installation		

Sub Total	\$26,612.00
HST	\$0.00
<b>Total</b>	<b>\$26,612.00</b>

Payment Summary	
<u>Paid By</u>	<u>Amount</u>
<b>Total Payment:</b> _____	

PURCHASER: DocuSigned by: Daniel Tauro \_\_\_\_\_ 04-May-22  
1F38BB99A5459...  
**Daniel Tauro**  
 DATE

PURCHASER: DocuSigned by: Kia Ragbar-Francis \_\_\_\_\_ 04-May-22  
7E1630F0DA5B149A  
**Kia Ragbar-Francis**  
 DATE

VENDOR: DocuSigned by: Frank Nieuwkoop \_\_\_\_\_  
A04F827301214EE  
**PER: Valecraft Homes (2019) Limited**

DATE: May 4, 2022

PREPARED BY: Valerie Gendron  
 LOCKED BY: Lisa Ballard  
**PE 1,855-3**  
 InvoiceSQL.rpt 05may21

CONSTRUCTION SCHEDULING APPROVAL	
PER:	_____
DATE:	_____

**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.

  
 Purchaser

  
 Purchaser

  
 Vendor

- 6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.
  
- 7. The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely the amount of \$561,161.06 . The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
  
- 8. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Dated at Courtice, ON this 4 day of May, 2022

DocuSigned by:  
*Daniel Tanno*  
 F1F385B699A5459  
 \_\_\_\_\_  
**PURCHASER**

**VALECRAFT HOMES (2019) LIMITED**

DocuSigned by:  
*Kim Taylor-Francis*  
 7E1C39ED45B149A  
 \_\_\_\_\_  
**PURCHASER**

DocuSigned by:  
*Frank Nieuwkoop*  
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**PER:**

May 4, 2022  
 \_\_\_\_\_  
**DATE:**

**PROJECT:** PLACE ST THOMAS 6 **LOT:** F29

# Schedule "W4" Granite & Variegated Quartz Colour Variation

Purchaser's name: Daniel Tauro Lot no: F29 Plan #: 50M-352  
Purchaser's name: Kia Ragbar-Francis Project: PLACE ST THOMAS 6  
Home Phone: 647-281-9755 Model: 140 Green Rev  
Work Phone: 647-524-2367 Closing Date: March 16, 2023  
E-Mail (1): dtauro92@gmail.com E-Mail (2): kiaragbarfrancis@outlook.com

Valecraft Homes (2019) Limited continues to provide the best in class sales and service. We recognize the importance of your home to you, our valued customer.

Granite & Variegated Quartz countertops are an elegant addition to your home. However, there are some things of which you should be aware.

Due to the natural composition of **Granite**, inherent variations in texture, colour and consistency are to be expected and considered as normal.

During the process of manufacturing **Variegated Quartz** to achieve a more natural stone look, variations in the appearance between the sample & the slab are to be expected.

Valecraft Homes (2019) Limited strongly suggests that you attend an appointment with our granite/quartz supplier two to three months prior to closing to view the granite/variegated quartz slabs available in the colour you have already chosen. A representative from our supplier will contact you to set up a mutual date & time for the appointment.

I/we, Daniel Tauro & Kia Ragbar-Francis

have read and fully understand the aforementioned recommendation set forth by the builder and as such hereby release VALECRAFT HOMES (2019) LIMITED from future responsibility with respect to a variation in colour of granite/ variegated quartz countertops.

We accept this opportunity

We decline this opportunity

**Project:** PLACE ST THOMAS 6

**LOT NO:** F29

DocuSigned by:  
Daniel Tauro  
EF38BB89A5459...  
**Purchaser**

May 4, 2022  
**Date:**

DocuSigned by:  
Kia Ragbar-Francis  
7E1C30FDAB8149A...  
**Purchaser**

May 4, 2022  
**Date:**

DocuSigned by:  
Frank Nieuwkoop  
A04F827301214EE...  
**Valecraft Homes (2019) Limited**

May 4, 2022  
**Date:**

Appointment date given: \_\_\_\_\_

Spoke with/left message: \_\_\_\_\_

Time scheduled: \_\_\_\_\_

Date & Time: \_\_\_\_\_



# THE GREEN

## MODEL 140

2140 sq.ft  
(475 sq.ft. finished basement)

Site: Place St. Thomas 6

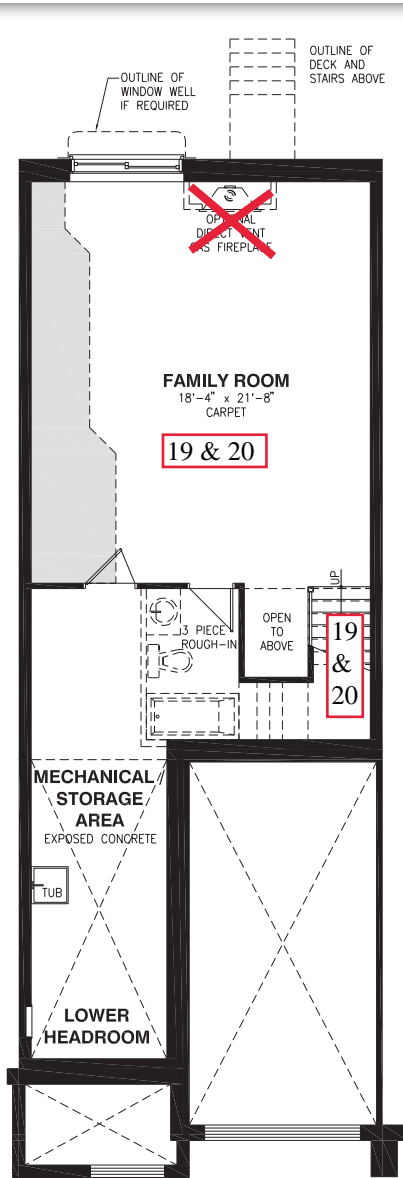
Purchaser: Daniel Tauro

Plan No.: 50M-352

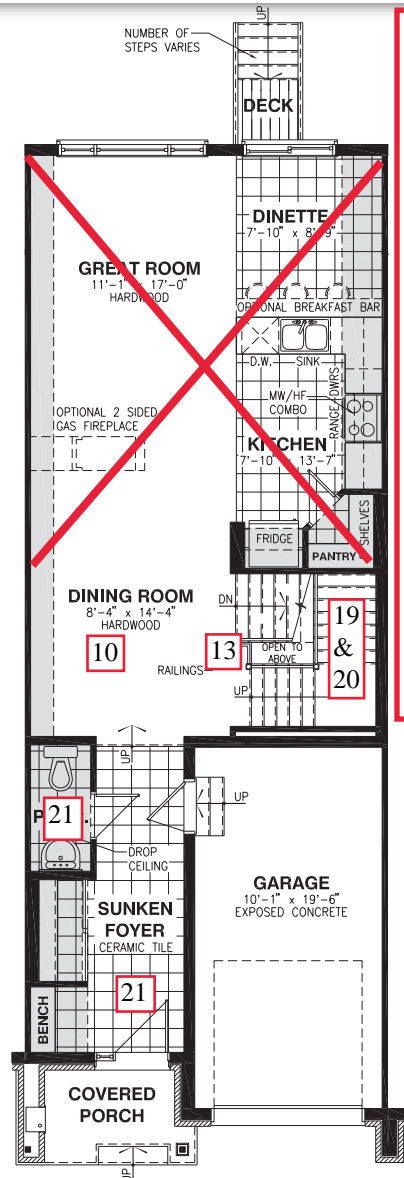
Lot: F29 - Phase 6

Purchaser: Kia Ragbar-Francis

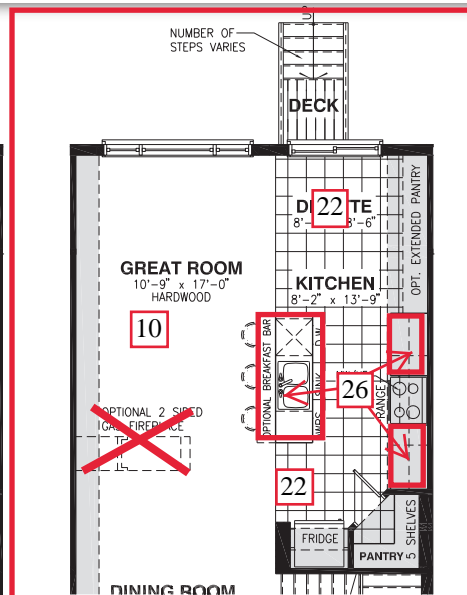
Date: May 4, 2022



BASEMENT FLOOR

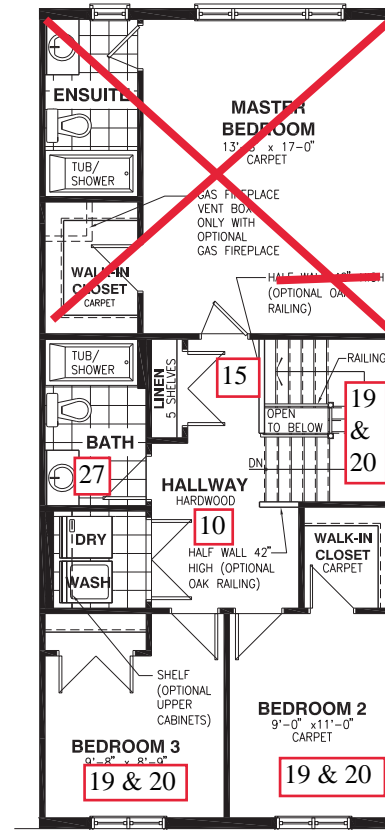


GROUND FLOOR

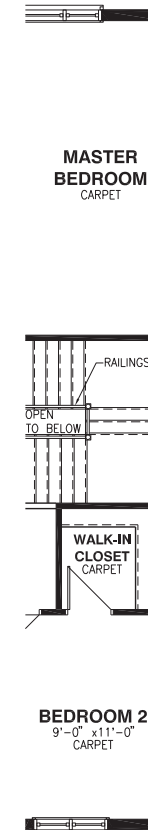


OPTIONAL KITCHEN #1

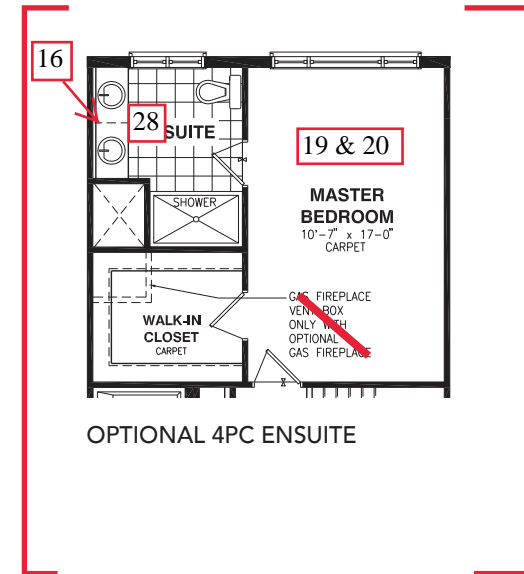
## Floorplan Sketch



SECOND FLOOR



END UNIT SECOND FLOOR



OPTIONAL 4PC ENSUITE



Vertical and/or horizontal bulkheads (chaseways) may be required to contain mechanical piping. Bulkhead shown in grey areas. 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) Ltd.

Lot: F29 - Phase 6

Place St. Thomas 6

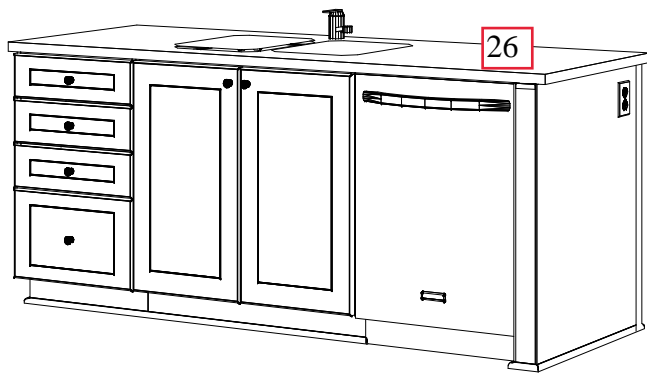
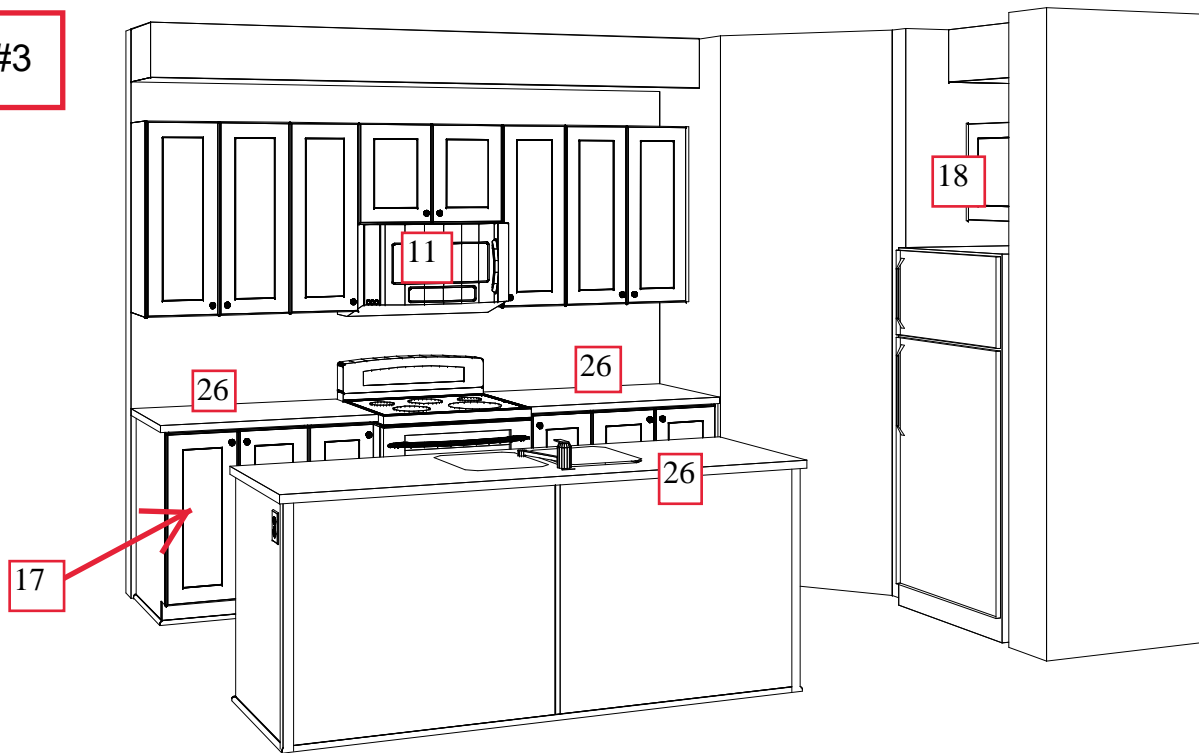
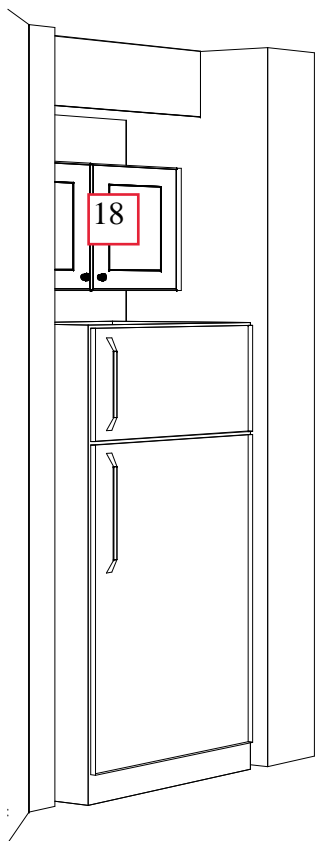
Model: #140, Green, Rev

Plan: 50M-352

Date: May 4, 2022

**\*\*DIMENSIONS MAY VARY DEPENDING ON SITE MEASURES/CONDITIONS\*\***

**OPTIONAL KITCHEN LAYOUT 1 - Item #3**



DS DT DS FN

Project: Place St. Thomas 6  
Plan No: 50M-352  
Lot No: F29 - Phase 6  
Model: #140, Green, Rev

Purchaser: Daniel Tauro  
Purchaser: Kia Ragbar-Francis



## Standard Edge Profiles for Granite & Quartz

	<b>Eased Edge</b>	Main Bathroom (item #27) Ensuite Bathroom (item #28)
	<b>1/4 Bevel</b>	Kitchen (item #26)

Project: Place St. Thomas 6

Purchaser: Daniel Tauro

Plan #: 50M-352

Purchaser: Kia Ragbar-Francis

Lot: F29 - Phase 6

Date: May 4, 2022

Model: #140 Green Rev

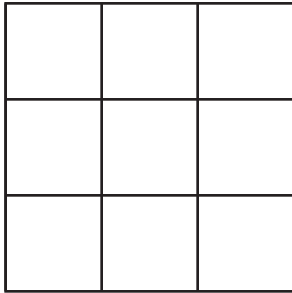
Upgrade #: 3, 26, 27, 28



# Tile Installation Options

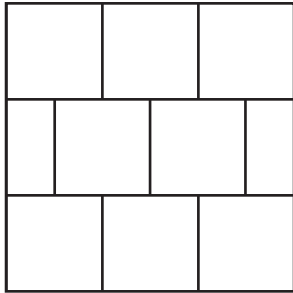
## FLOOR TILE

Standard square



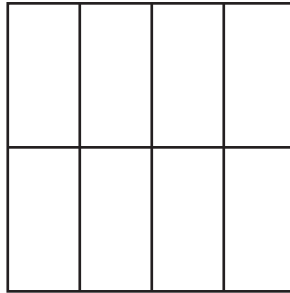
Laundry Room,  
Main Bathroom,  
4PC Ensuite Bathroom

Square brick



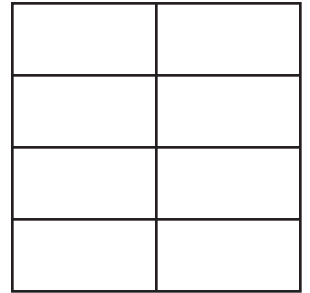
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Rectangular  
front to back of the house



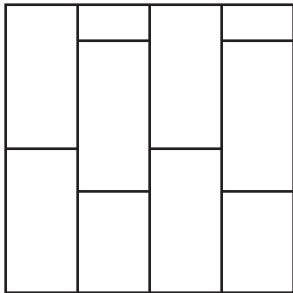
Foyer, Powder Room,  
Kitchen/Dinette,

Rectangular  
side to side of the house



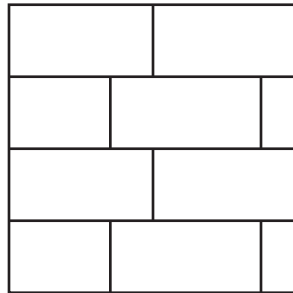
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Rectangular 1/3 staggered  
front to back of the house



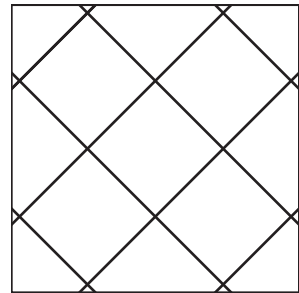
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Rectangular 1/3 staggered  
side to side of the house



\_\_\_\_\_

45 degree



\_\_\_\_\_

Project: Place St. Thomas 6

Purchaser: Daniel Tauro

Plan #: 50M-352

Purchaser: Kia Ragbar-Francis

Lot: F29 - Phase 6

Date: May 4, 2022

Model: #140 Green Rev

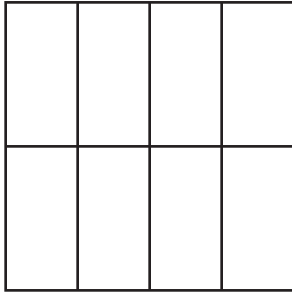
Upgrade #: 3, 4, 21, 22,



# Tile Installation Options

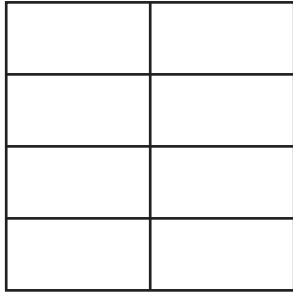
## WALL TILE

Vertical stacked



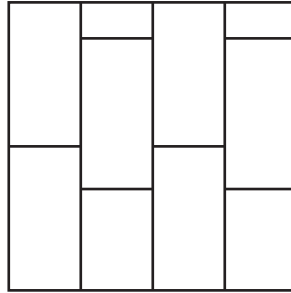
Main Bathroom,  
\_\_\_\_\_  
\_\_\_\_\_

Horizontal stacked



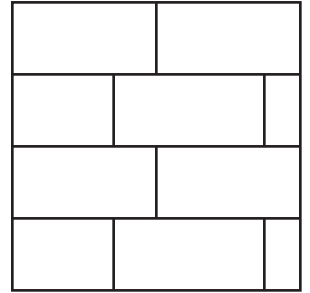
\_\_\_\_\_  
\_\_\_\_\_

Vertical 1/3 offset staggered



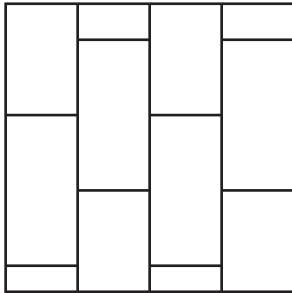
\_\_\_\_\_  
\_\_\_\_\_

Horizontal 1/3 offset staggered



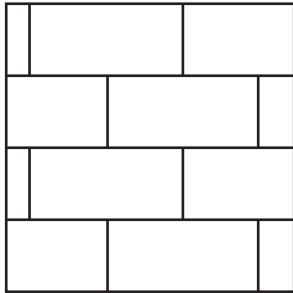
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\_\_\_\_\_

Vertical brick



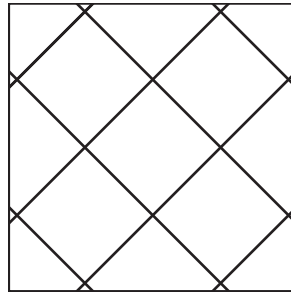
\_\_\_\_\_  
\_\_\_\_\_

Horizontal brick



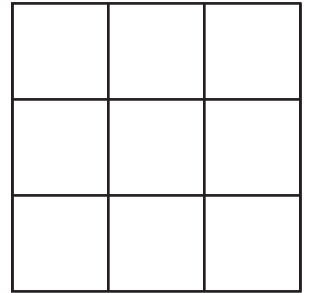
Kitchen Backsplash,  
\_\_\_\_\_  
\_\_\_\_\_

45 degree



\_\_\_\_\_  
\_\_\_\_\_

Standard square



Ensuite Bathroom  
Walk-In Shower,  
\_\_\_\_\_  
\_\_\_\_\_

Project: Place St. Thomas 6

Purchaser: Daniel Tauro

Plan #: 50M-352

Purchaser: Kia Ragbar-Francis

Lot: F29 - Phase 6

Date: May 4, 2022

Model: #140 Green Rev

Upgrade #: 3, 4, 21, 22,

## Schedule "E"



PROTECTING ONTARIO'S NEW HOME BUYERS

**Freehold Form  
(Tentative Closing Date)**

 Property- Place St. Thomas Phase 6  
F29: 721 Namur Street
**Statement of Critical Dates**
**Delayed Closing Warranty**

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

**NOTE TO HOME BUYERS:** 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 licence 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
**PURCHASER** Daniel Tauro & Kia Ragbar-Francis

Full Name(s)

**1. Critical Dates**

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

the 16 day of March, 2023.

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

the 14 day of July, 2023.

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

the 13 day of November, 2023.

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

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

the 15 day of July, 2024.
**2. Notice Period for a Delay of Closing**

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

Notice of a delay beyond the First Tentative Closing Date must be given no later than:

the 16 day of December, 2022.

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

Notice of a second delay in Closing must be given no later than:

the 14 day of April, 2023.

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

**3. Purchaser's Termination Period**

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

the 14 day of August, 2024.

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

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

Acknowledged this 4 day of May, 2022.
 PURCHASER: Daniel Tauro  
F1F38BDB99AC499...

 PURCHASER: Kia Ragbar-Francis  
7E1C30FDA5B149A...
Acknowledged this 4 day of May, 2022.
 VENDOR: Frank Nieuwkoop  
A04F827301214EE...

**Addendum to Agreement of Purchase and Sale**  
 Delayed Closing Warranty

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

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

The Vendor shall complete all blanks set out below.

**VENDOR** Valecraft Homes (2019) Limited

Full Name(s)	<u>210-1455 Youville Drive</u>		
<u>47491</u>	Address		
Tarion Registration Number	<u>Orleans</u>	<u>Ontario</u>	<u>K1C 6Z7</u>
<u>613-837-1104</u>	City	Province	Postal Code
Phone	<u>info@valecraft.com</u>		
<u>613-837-5901</u>	Email*		
Fax			

**PURCHASER** Daniel Tauro & Kia Ragbar-Francis

Full Name(s)	<u>Courtice</u>	<u>Ontario</u>	<u>L1E 3E7</u>
<u>84 Cecil Found Crescent</u>	City	Province	Postal Code
Address			
<u>647-281-9755 / 647-524-2367</u>	<u>kiaragbarfrancis@outlook.com</u>		
Phone	Email*		
Fax			

**PROPERTY DESCRIPTION**

721 Namur Street

Municipal Address	<u>Ontario</u>	<u>K0A 1W0</u>
<u>Embrun</u>	Province	Postal Code
City	<u>Lot F29 of Plan 50M-352, Embrun Ontario</u>	
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.  Yes  No  
 If yes, the plan of subdivision is registered.  Yes  No  
 If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given.  Yes  No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:  
 (i) water capacity; and (ii) sewage capacity to service the Property.  Yes  No


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

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


- (c) A building permit has been issued for the Property.  Yes  No  
 (d) Commencement of Construction:  has occurred;  ~~is expected to occur by the \_\_\_ day of \_\_\_\_\_, 20\_\_~~

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

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

  
 Purchaser

  
 Purchaser

  
 Vendor



## Freehold Form (Tentative Closing Date)

### SETTING AND CHANGING CRITICAL DATES

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

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

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


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

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


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

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

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

  
Purchaser

  
Purchaser

  
Vendor

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

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

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


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

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


### EARLY TERMINATION CONDITIONS

#### 6. Early Termination Conditions

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

  
Purchaser

  
Purchaser

  
Vendor





**Freehold Form  
(Tentative Closing Date)**

**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 Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

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

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

Purchaser

Purchaser

Vendor



## Freehold Form (Tentative Closing Date)

### MAKING A COMPENSATION CLAIM

#### 7. Delayed Closing Compensation

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

#### 8. Adjustments to Purchase Price

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


### MISCELLANEOUS

#### 9. Ontario Building Code – Conditions of Closing

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

  
Purchaser

  
Purchaser

  
Vendor



## Freehold Form (Tentative Closing Date)

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

### 10. Termination of the Purchase Agreement

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

### 11. Refund of Monies Paid on Termination

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

### 12. Definitions

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

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

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

Purchaser

Purchaser

Vendor



## Freehold Form (Tentative Closing Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

### 13. Addendum Prevails

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

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

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

Purchaser

Purchaser

Vendor



**Freehold Form  
(Tentative Closing Date)**


**15. Disputes Regarding Termination**

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

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

  
Purchaser

  
Purchaser

  
Vendor

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

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

(a) upon receipt of Approval from an Approving Authority for:

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

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

(b) upon:

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

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

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):

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

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

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

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

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

**3. Each condition must:**

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

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

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

<sup>DS</sup>  
DT

Purchaser

<sup>DS</sup>  
DT

Purchaser

<sup>DS</sup>  
FN

Vendor



**Freehold Form  
(Tentative Closing Date)**

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

**PART I Stipulated Amounts/Adjustments**

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

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

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

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

- 1. Land Transfer Tax based on final purchase price less HST as stated in Clause #22 of the Agreement of Purchase & Sale.
- 2. Property Taxes as per final statement of adjustments as stated in Clause #11 of the Agreement of Purchase & Sale.
- 3. Real Estate Transaction Levy Surcharge as per final statement of adjustments as stated in Clause #13 of the Agreement of Purchase & Sale.
- 4. Administrative charges to set up assessment roll number and change of records as per final statement of adjustments as stated in Clause #14 of the Agreement of Purchase & Sale.
- 5. Delay in Closing by Purchaser of \$150.00 +HST per day as per final statement of adjustments as stated in Clause #15 of the Agreement of Purchase & Sale.
- 6. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule “G” Clause # 8 of the Agreement of Purchase & Sale.
- 7. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #12 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 11 as a guide.
- 8. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated May 4, 2022.

Signed at Courtice, ON, this 4 day of May, 2022.

DocuSigned by:  
*Daniel Tamro*  
F1F38BB99A5459...  
\_\_\_\_\_  
**Purchaser**

**Valecraft Homes (2019) Limited**

DocuSigned by:  
*Van Agter-Franco*  
7E1C30FDA5B140A...  
\_\_\_\_\_  
**Purchaser**

DocuSigned by:  
*Frank Nieuwkoop*  
A04F827301214EE...  
\_\_\_\_\_  
**Per:**

May 4, 2022  
\_\_\_\_\_  
**Date:**

**Lot #:** F29

**Project:** Place St. Thomas 6



**Freehold Form  
(Tentative Closing Date)**

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

Sale Price* Range (Excluding HST)		Unit Enrolment Fee		13% HST		Total Enrolment Fee
Less than		\$100,000.00		\$50.05	=	\$435.05
\$100,000.01	-	\$150,000.00		\$55.90	=	\$485.90
\$150,000.01	-	\$200,000.00		\$65.00	=	\$565.00
\$200,000.01	-	\$250,000.00		\$74.10	=	\$644.10
\$250,000.01	-	\$300,000.00		\$83.20	=	\$723.20
\$300,000.01	-	\$350,000.00		\$92.30	=	\$802.30
\$350,000.01	-	\$400,000.00		\$101.40	=	\$881.40
\$400,000.01	-	\$450,000.00		\$113.10	=	\$983.10
\$450,000.01	-	\$500,000.00		\$122.85	=	\$1,067.85
\$500,000.01	-	\$550,000.00		\$133.25	=	\$1,158.28
\$550,000.01	-	\$600,000.00		\$139.75	=	\$1,214.75
\$600,000.01	-	\$650,000.00		\$146.90	=	\$1,276.90
\$650,000.01	-	\$700,000.00		\$157.30	=	\$1,367.30
\$700,000.01	-	\$750,000.00		\$163.80	=	\$1,423.80
\$750,000.01	-	\$800,000.00		\$170.95	=	\$1,485.95
\$800,000.01	-	\$850,000.00		\$177.45	=	\$1,542.45
\$850,000.01	-	\$900,000.00		\$193.05	=	\$1,678.05
\$900,000.01	-	\$950,000.00		\$200.20	=	\$1,740.20
\$950,000.01	-	\$1,000,000.00		\$207.35	=	\$1,802.35
\$1,000,000.01	-	\$1,500,000.00		224.25	=	\$1,949.25
Over \$1,500,000.01		\$1,800.00		\$234.00	=	\$2,034.00

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

Purchaser

Purchaser

Vendor





## Freehold Form (Tentative Closing Date)



# 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 distribution systems
- 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



## Freehold Form (Tentative Closing Date)

### 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

SINGLES AND TOWNS COLOUR CHART						
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep: A. Bowman	
	Lot No:	F29 - Phase 6	Civic Address:	721 Namur Street, Embrun ON K0A 1W0		
	Purchaser(s):	Daniel Tauro			Model Name/#:	Green #140
	Purchaser(s):	Kia Ragbar-Francis			Closing Date:	16-Mar-23

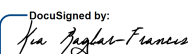
INTERIOR FINISHES		
	DESCRIPTION	STD/UPG #
TRIM STYLE	Standard	STD
DOOR STYLE	Standard + 2 standard swing doors at foyer closet	STD, 6
INTERIOR HARDWARE	Standard	STD
INTERIOR LIGHTING PACKAGE	Standard + S&S Electric Quote	STD, 4, 8
BATHROOM ACCESSORIES/MIRRORS	Standard (Delete Bathroom Accessories - All Bathrooms) <b>Mirrors to remain in all bathrooms</b>	STD, 12, 16
FIREPLACE MANTLE	N/A	N/A

INTERIOR HANDRAILS AND SPINDLES				
	WOOD	STYLE	STAIN/COLOUR	STD/UPG #
HANDRAIL	Red Oak	Colonial	SB 207	10, 13, 15
BRACKET	Metal	N/A	Burnt Penny	13, 15
SPINDLES	Metal	Square	Burnt Penny	13, 15
POSTS	Red Oak	Modern 3.5" beveled	SB 207	10, 13, 15
NOSINGS	Maple	N/A	SB 107	10, 15
HARDWOOD STAIRCASE (WHERE APPLICABLE)	N/A	\	\	\


APPLIANCES				
TYPE	SIZE	STD/UPG #	APPLIANCE UPG LEVEL	STD/UPG #
FRIDGE (Standard Minimum Opening is 33" x 70.75")	Standard Opening	STD, 18	\	\
RANGE	Standard Opening	STD	\	\
DISHWASHER	Standard Opening	STD	\	\
MICROWAVE/ HOODFAN (Specify if convection)	Standard Opening	STD	Basic OTR Stainless Steel	11
WASHING MACHINE/DRYER	Standard Opening	STD	\	\

Purchaser's Signature(s) :  DocuSigned by:  
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Date: May 4, 2022

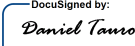
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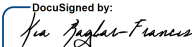
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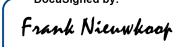
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Date: May 4, 2022

SINGLES AND TOWNS COLOUR CHART						
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep: A. Bowman	
	Lot No:	F29 - Phase 6	Civic Address:	721 Namur Street, Embrun ON K0A 1W0		
	Purchaser(s):	Daniel Tauro			Model Name/#:	Green #140
	Purchaser(s):	Kia Ragbar-Francis			Closing Date:	16-Mar-23
CABINETRY						
ROOM	SELECTION			LEVEL	STD/UPG #	
KITCHEN	STYLE AND COLOUR	Lastra Winter Fun TA-M2004			STD	STD, 3, 7, 17, 18, 26
	HARDWARE CODE	81092-BORB	TYPE	Pulls (Handles)	STD	STD, 3, 17
	COUNTERTOP	Granite Black Pearl	COUNTERTOP EDGE PROFILE	1/4 bevel edge	Level 1 granite incl. flush breakfast bar	3, 26
MAIN BATHROOM	STYLE AND COLOUR	Shaker 90 AV-K63			STD	STD
	HARDWARE CODE	81092-142	TYPE	Pulls (Handles)	STD	STD
	COUNTERTOP	Quartz silestone Blanco Maple	COUNTERTOP EDGE PROFILE	eased edge	Level 1 quartz	27
ENSUITE BATHROOM	STYLE AND COLOUR	Lastra Nova White			STD	STD, 4
	HARDWARE CODE	81092-BORB	TYPE	Pulls (Handles)	STD	STD, 4
	COUNTERTOP	Quartz silestone Desert Silver	COUNTERTOP EDGE PROFILE	eased edge	Level 2 quartz	28, 4
POWDER ROOM	STYLE AND COLOUR	PEDESTAL			STD	STD
	HARDWARE CODE	\	TYPE	\	\	\
	COUNTERTOP	\	COUNTERTOP EDGE PROFILE	\	\	\
BASEMENT/OTHER BATHROOM	STYLE AND COLOUR	\			\	\
	HARDWARE CODE	\	TYPE	\	\	\
	COUNTERTOP	\	COUNTERTOP EDGE PROFILE	\	\	\
LAUNDRY ROOM	STYLE AND COLOUR	\			\	\
	HARDWARE CODE	\	TYPE	\	\	\
	COUNTERTOP	\	COUNTERTOP EDGE PROFILE	\	\	\

Purchaser's Signature(s) :   
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Daniel Tauro  
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Purchaser's Signature(s) :   
DocuSigned by:  
Kia Ragbar-Francis  
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Approved By :   
DocuSigned by:  
Frank Nieuwkoop  
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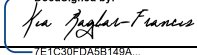
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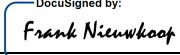
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Date: May 4, 2022

SINGLES AND TOWNS COLOUR CHART						
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep: A. Bowman	
	Lot No:	F29 - Phase 6	Civic Address:	721 Namur Street, Embrun ON K0A 1W0		
	Purchaser(s):	Daniel Tauro			Model Name/#:	Green #140
	Purchaser(s):	Kia Ragbar-Francis			Closing Date:	16-Mar-23
PAINT COLOUR(S)						
ROOM	MAIN COLOUR	STD/UPG #	ACCENT WALL	STD/UPG #		
TRIM	Semi Gloss OC-117 simply white	STD	\	\		
FOYER	Low Luster OC-30 Gray Mist	STD	\	\		
POWDER ROOM	Semi Gloss OC-30 Gray Mist	STD	\	\		
MAIN FLOOR HALLWAY	Low Luster OC-30 Gray Mist	STD	\	\		
DINING ROOM	Low Luster OC-30 Gray Mist	STD	\	\		
FLEX ROOM	\	\	\	\		
GREAT ROOM	Low Luster OC-30 Gray Mist	STD	\	\		
RECREATION ROOM	\	\	\	\		
DEN/STUDY/HOME OFFICE	\	\	\	\		
KITCHEN/DINETTE	Semi Gloss OC-30 Gray Mist	STD	\	\		
LAUNDRY	Low Luster OC-30 Gray Mist	STD	\	\		
2nd FLOOR HALLWAY	Low Luster OC-30 Gray Mist	STD	\	\		
MAIN BATH	Semi Gloss OC-30 Gray Mist	STD	\	\		
BEDROOM #2	Low Luster OC-30 Gray Mist	STD	\	\		
BEDROOM #3	Low Luster OC-30 Gray Mist	STD	\	\		
BEDROOM #4	\	\	\	\		
MASTER BEDROOM	Low Luster OC-30 Gray Mist	STD	\	\		
MASTER BEDROOM WALK-IN CLOSET	Low Luster OC-30 Gray Mist	STD	\	\		
MASTER BEDROOM 4PC ENSUITE	Semi Gloss OC-30 Gray Mist	STD	\	\		
FINISHED BASEMENT FAMILY ROOM	Low Luster OC-30 Gray Mist	STD	\	\		
BASEMENT BATHROOM	\	\	\	\		

Purchaser's Signature(s) :  Date: May 4, 2022

Purchaser's Signature(s) :  Date: May 4, 2022

Approved By :  Date: May 4, 2022

SINGLES AND TOWNS COLOUR CHART						
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep: A. Bowman	
	Lot No:	F29 - Phase 6	Civic Address:	721 Namur Street, Embrun ON K0A 1W0		
	Purchaser(s):	Daniel Tauro			Model Name/#:	Green #140
	Purchaser(s):	Kia Ragbar-Francis			Closing Date:	16-Mar-23
CERAMIC & GROUT SELECTIONS (1)						
ROOM	AREA	MANUFACTURER/SERIES/SIZE/ COLOUR/CODE	GROUT SELECTION	LEVEL	STD/UPG #	
FOYER	FLOOR	Shnier casa roma Tika Grigio 12"x24" (GRY) TB000314 (Front to back rectangular installation)	934 delorean grey	BRONZE floor tile + STD grout	21, STD	
POWDER ROOM	FLOOR	Shnier casa roma Tika Grigio 12"x24" (GRY) TB000314 (Front to back rectangular installation)	934 delorean grey	BRONZE floor tile + STD grout	21, STD	
	WALL	\	\	\	\	
	INSERT OR BORDER	\	\	\	\	
MUDROOM	FLOOR	\	\	\	\	
	WALL	\	\	\	\	
	INSERT OR BORDER	\	\	\	\	
LAUNDRY ROOM	FLOOR	Centura Vitra linen series grey 13"x13" K939563 (standard square installation)	949 silverado	STD floor tile + UPG grout	STD, 23	
	WALL	\	\	\	\	
	INSERT OR BORDER	\	\	\	\	
KITCHEN	FLOOR	Shnier casa roma Tika Grigio 12"x24" (GRY) TB000314 (Front to back rectangular installation)	934 delorean grey	BRONZE floor tile + STD grout	22, STD	
	BACKSPLASH	Ceratec Ragno Brick 3.9"x 11.8" R4GJ White (horizontal 1/2 brick installation)	931 standard white	GOLD wall tile + STD grout	3, 24, 25, STD	
	INSERT OR BORDER	\				
BREAKFAST AREA/DINETTE	FLOOR	Shnier casa roma Tika Grigio 12"x24" (GRY) TB000314 (Front to back rectangular installation)	934 delorean grey	BRONZE floor tile + STD grout	22, STD	
FIREPLACE BASEMENT	HEARTH	\	\	\	\	
	SURROUND	\	\	\	\	
ADDITIONAL FIREPLACE	HEARTH	\	\	\	\	
	SURROUND	\	\	\	\	

Purchaser's Signature(s) :


DocuSigned by:  
*Daniel Tauro*Date: May 4, 2022

Purchaser's Signature(s) :

DocuSigned by:  
*Kia Ragbar-Francis*Date: May 4, 2022

Approved By :

DocuSigned by:  
*Frank Nieuwkoop*Date: May 4, 2022

SINGLES AND TOWNS COLOUR CHART						
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep: A. Bowman	
	Lot No:	F29 - Phase 6	Civic Address:	721 Namur Street, Embrun ON K0A 1W0		
	Purchaser(s):	Daniel Tauro			Model Name/#:	Green #140
	Purchaser(s):	Kia Ragbar-Francis			Closing Date:	16-Mar-23
CERAMIC & GROUT SELECTIONS (2)						
ROOM	AREA	MANUFACTURER/SERIES/SIZE/COLOUR/CODE	GROUT SELECTION	LEVEL	STD/UPG #	
MAIN BATHROOM	FLOOR	Centura Vitra linen series grey 13"x13" K939563 (standard square installation)	949 silverado	STD floor tile + UPG grout	STD, 23	
	WALL	Centura Vitra linen series cream 8"x10" K33344 (vertical stacked installation)	931 standard white	STD wall tile + STD wall grout	STD, STD	
	INSERT OR BORDER	\	\	\		
3PC ENSUITE BATHROOM	FLOOR	\	\	\	\	
	WALL	\	\	\	\	
	INSERT OR BORDER	\	\	\	\	
4PC ENSUITE BATHROOM	FLOOR	Centura Jefferson series 13"x13" white JFR30051 (standard square installation)	949 silverado	STD floor tile + UPG grout	STD, 23, 4	
	TUB DECK	\	\	\	\	
	TUB BACKSPLASH	\	\	\	\	
	INSERT OR BORDER	\	\	\	\	
	WALK-IN SHOWER	Centura Jefferson series 13"x13" white JFR30051 (standard square installation)	949 silverado	STD floor tile + UPG grout	34, 23, 4	
BASEMENT/OTHER BATHROOM	FLOOR	\	\	\	\	
	WALL	\	\	\	\	
	INSERT OR BORDER	\	\	\	\	

Purchaser's Signature(s) :   
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Date: May 4, 2022

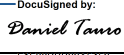
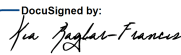
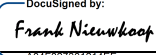
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Date: May 4, 2022


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Date: May 4, 2022

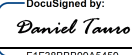
SINGLES AND TOWNS COLOUR CHART						
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep:	A. Bowman
	Lot No:	F29 - Phase 6	Civic Address:	721 Namur Street, Embrun ON K0A 1W0		
	Purchaser(s):	Daniel Tauro			Model Name/#:	Green #140
	Purchaser(s):	Kia Ragbar-Francis			Closing Date:	16-Mar-23
FLOORING SELECTIONS						
ROOM	CARPET/UNDERPAD OR HARDWOOD			LEVEL	STD/UPG #	
MAIN FLOOR HALLWAY	N/A			N/A	N/A	
DINING ROOM	Lauzon essential collection tradition grade matte engineered expert hard maple Stone 3 1/8"			UPG	10	
FLEX ROOM	N/A			N/A	N/A	
RECREATION ROOM	N/A			N/A	N/A	
GREAT ROOM	Lauzon essential collection tradition grade matte engineered expert hard maple Stone 3 1/8"			UPG	10	
DEN/HOME OFFICE	N/A			N/A	N/A	
REAR HALLWAY	N/A			N/A	N/A	
KITCHEN	See ceramic tile selection			\	\	
DINETTE	See ceramic tile selection			\	\	
MAIN STAIRS TO BEDROOMS	Beaulieu Silky Sparkle A4780 Moonbeam 84294 + level 2 underpad			Level 3 carpet + Level 2 underpad	19, 20	
UPPER HALLWAY	Lauzon essential collection tradition grade matte engineered expert hard maple Stone 3 1/8"			UPG	10	
BEDROOM # 2	Beaulieu Silky Sparkle A4780 Moonbeam 84294 + level 2 underpad			Level 3 carpet + Level 2 underpad	19, 20	
BEDROOM # 3	Beaulieu Silky Sparkle A4780 Moonbeam 84294 + level 2 underpad			Level 3 carpet + Level 2 underpad	19, 20	
BEDROOM # 4	N/A			N/A	N/A	
MASTER BEDROOM	Beaulieu Silky Sparkle A4780 Moonbeam 84294 + level 2 underpad			Level 3 carpet + Level 2 underpad	19, 20	
MASTER BEDROOM WALK-IN CLOSET	Beaulieu Silky Sparkle A4780 Moonbeam 84294 + level 2 underpad			Level 3 carpet + Level 2 underpad	19, 20	
STAIRS TO BASEMENT	Beaulieu Silky Sparkle A4780 Moonbeam 84294 + level 2 underpad			Level 3 carpet + Level 2 underpad	19, 20	
FINISHED BASEMENT FAMILY ROOM	Beaulieu Silky Sparkle A4780 Moonbeam 84294 + level 2 underpad			Level 3 carpet + Level 2 underpad	19, 20	

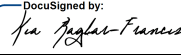
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Purchaser's Signature(s) :	 DocuSigned by: Kia Ragbar-Francis 7E1C30FDA5B149A...	Date:	May 4, 2022
Approved By :	 DocuSigned by: Frank Nieuwkoop A04F827301214EE...	Date:	May 4, 2022

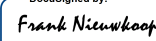


SINGLES AND TOWNS COLOUR CHART						
	Community:	Place St. Thomas 6	Reg'd Plan #:	50M-352	Sales Rep:	A. Bowman
	Lot No:	F29 - Phase 6	Civic Address:	721 Namur Street, Embrun ON K0A 1W0		
	Purchaser(s):	Daniel Tauro		Model Name/#:	Green #140	
	Purchaser(s):	Kia Ragbar-Francis		Closing Date:	16-Mar-23	
PLUMBING FIXTURES						
ROOM	FIXTURE	STYLE	FINISH	STD/UPG#		
KITCHEN	SINK	Franke Cube CUX11030-CA stainless Steel Single Bowl 9"	Stainless Steel	29		
	FAUCET	Standard	Chrome	STD		
MAIN BATHROOM	SINK	American Standard Studio Carre undermount sink 0426-000	White	32		
	VANITY FAUCET	Standard	Chrome	STD		
	WATER CLOSET	Standard	White	STD		
	TUB/SHOWER	Standard	White	STD		
	TUB/SHOWER FAUCET	Delta linden monitor 14 series tub/shower trim T14494	Chrome	31		
4PC ENSUITE BATHROOM	SINK (x2)	American Standard Studio Carre undermount sink 0426-000	White	33, 4		
	VANITY FAUCETS (X2)	Standard	Chrome	STD, 4		
	WATER CLOSET	Standard	White	STD, 4		
	SHOWER	Standard	White base, chrome trim, clear glass	STD, 4		
	SHOWER FAUCET	Delta linden monitor 14 series shower trim T14294-CZ	Champagne Bronze	30, 4		
	BATHTUB	\	\	\		
	BATHTUB FAUCET	\	\	\		
POWDER ROOM	PEDESTAL	Standard	White	STD		
	SINK FAUCET	Standard	Chrome	STD		
	WATER CLOSET	Standard	White	STD		
BASEMENT/OTHER BATHROOM	SINK	\	\	\		
	VANITY FAUCET	\	\	\		
	WATER CLOSET	\	\	\		
	TUB/SHOWER	\	\	\		
	TUB/SHOWER FAUCET	\	\	\		

**NOTE: All fixtures are white as standard**

Purchaser's Signature(s) :  \_\_\_\_\_ Date: May 4, 2022

Purchaser's Signature(s) :  \_\_\_\_\_ Date: May 4, 2022

Approved By :  \_\_\_\_\_ Date: May 4, 2022



## ***Valecraft Homes Décor Disclaimers***

**Lot#: F29 Model:140 THE GREEN in Place St. Thomas - Valecraft Homes (2019) Limited**

**PURCHASERS:** Daniel Tauro and Kia Ragbar-Francis

**TEL:**

*Through years of doing business, we at Valecraft Homes have encountered issues beyond our control. The following disclaimers apply to all instances of Schedule B1A and 680 forms and all Colour Chart forms.*

### **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.)

### **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.



## ***Valecraft Homes Décor Disclaimers***

**Lot#: F29 Model:140 THE GREEN in Place St. Thomas - Valecraft Homes (2019) Limited**

**PURCHASERS:** Daniel Tauro and Kia Ragbar-Francis

**TEL:**

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.

### **ADMINISTRATION FEES**

Purchaser(s) Acknowledge That An Administration Fee Will Be Charged For All Change Orders Received Later Than 14 Days After Firm Up. 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)

Prices and specifications which do not form part of this Agreement are subject to change without notice at the sole discretion of the vendor. Should a change in price occur, Valecraft Homes reserves the right to request from the Purchaser an adjustment of the price or a refund limited to that item.

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.

### **GENERAL:**

The Purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, central air conditioning and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks and furnaces, 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).

### **STAIRCASE VS FLOORING**

#### **WOOD SPECIES DIFFERENCE**

The Purchaser acknowledges and accepts that the wood species of the staircase and flooring chosen do not match. This difference might result in an undesirable colour variance. The Purchaser acknowledges and accepts that though the flooring is of the same species as the staircase the difference in product finishing may result in a stain colour variance. The Purchaser agrees that the vendor is to be exempt from any and all claims by the Purchaser regarding this colour variance.



## *Valecraft Homes Décor Disclaimers*

**Lot#: F29 Model:140 THE GREEN in Place St. Thomas - Valecraft Homes (2019) Limited**

**PURCHASERS:** Daniel Tauro and Kia Ragbar-Francis

**TEL:**

### **RAILINGS**

All railings, spindles, posts, nosing's and stairs come from solid wood and veneered wood materials sourced from multiple locations and suppliers. As such there will be variations in grains and shades between the various natural components beyond our control. Due to this variance in material, all components will stain with colour or natural finish differently. Iron spindles are wrought in nature and depending on the manufacturing process will have differences from spindle to spindle which is normal. Also the finish of the iron spindles is of a powder coated nature. This process can produce minor colour variations or tones. Furthermore, the assembly of the metal spindles can develop a natural rattle over time from vibration in the railing. Minor rattling is normal and is a part of the wrought iron spindle assembly.

### **FIREPLACE MANTLE**

Due To Extremely High Heat Temperatures Exiting The Top Vent Of The Fireplace And The Potential For Damages To Heat Sensitive Electronics And/Or Wall Décor Installed Above The Fireplace, The Purchaser(s) Acknowledge(s) That The Builder Recommends Installing A Fireplace Fan Kit As well As Maintaining The Mantle Installed Above The Fireplace.

### **STAIN COLOURS**

Due to the many variables that can affect the outcome of a stain colour on wood, staircases, railings, and fireplace mantles, the colour may not be identical to samples. Factors such as density, age, humidity, air temperature, and the uniqueness of each piece of wood can result in wide variations in darkness or lightness. The builder will make every attempt to come as close to the sample as possible, but cannot be responsible for results which differ from the samples.

Stain on pre-finished hardwood floors will not be an exact match to the stain colours available on stairs, spindles and rails. The Purchaser is to choose from the builder's stain samples for these areas to their satisfaction.

### **APPLIANCE SPECIFICATIONS**

All appliance openings are set to the builder's standard openings. Please advise the Sales Representative at time of the structural appointment if custom sizing of cabinets is required for any built - in appliances. The Purchaser is responsible for costs and fees associated with changes to pre-manufactured kitchens made subsequent to colour appointments.

The Purchaser acknowledges and accepts that in order to accommodate upgraded appliances, all appliance specifications should be provided at the time of their structural appointment. Should this not occur they must be provided to the Décor Center within one (1) week of completion of structural chart. Failure to do so, may result in the need to revert to the standard appliance openings or in a delay in construction of The Purchaser's dwelling, as a cost of \$150 to re-open The Purchaser's structural file should changes be required. As a result, the builder may be forced to extend the closing of The Purchaser's transaction. Due to failure to complete the above-mentioned selections and at no fault of our own, the builder reserves the right to hold The Purchaser responsible for this delayed closing, including charging extra administration cost and interest on the balance due on closing.

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

Purchasers Accept Standard Appliance Openings (unless otherwise specified):

Fridge - 33"W x 70.75" High Approx.

Range - 30-1/2"D x 31-1/2"W Approx.

Dishwasher - 24" W Approx.

### **GRANITE, MARBLE ENGINEERED SURFACES WAIVER**

Due to the natural composition of such materials as Granite and Marble, inherent variations in texture, colour and consistency are to be expected and considered normal. As such, the client is given an opportunity to view the slab prior to installation (W4) and the Purchaser agrees not to hold the Vendor liable for such variations. All countertop surfaces which may have seams, the product pattern & shades can change in these areas.

### **CERAMIC BACKSPLASHES:**

The Purchaser(s) Acknowledge & Accept That The Vendor Does Not Recommend The Deletion Of The Ceramic Kitchen Backsplash & That The Vendor Will Not Be Liable For Any Damage To The Drywall, Paint, Cabinets Or Countertops Resulting From The Deletion Of The Backsplash.

### **FILE COMPLETION:**

Purchaser has attended a Colour appointment at the Decor Centre & has DECLINED any additional upgrades and accepts and acknowledges that there will be no further structural changes/additions/deletions to be made upon signing.

### **RESELECTIONS**

It is not uncommon for flooring, such as tile, to become discontinued prior to its installation. Therefore, it may be necessary to make a reselection of certain materials sometime during the building process. The builder cannot assure The Purchaser that another choice approximating The Purchaser's selection will be available.



## Valecraft Homes Décor Disclaimers

Lot#: F29 Model:140 THE GREEN in Place St. Thomas - Valecraft Homes (2019) Limited

PURCHASERS: Daniel Tauro and Kia Ragbar-Francis

TEL:

### GENERAL:

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

The Purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, central air conditioning and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks and furnaces, basement wall height, specifications and material finishes may vary from model homes/plans.

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

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

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

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).

I hereby acknowledge reading and understanding the above copy and will not hold Valecraft Homes responsible for any issues in relation to above.

Purchaser's Signatures

DocuSigned by:  
*Daniel Tauro*  
F1F38BBB99A5459

Date May 4, 2022

DocuSigned by:  
*Kia Ragbar-Francis*  
7E1C30FDA5B149A...

Date May 4, 2022





**CONFIRMATION OF FILE COMPLETION**

**PROJECT:** Place St. Thomas 6 **PURCHASER #1:** Daniel Tauro  
**LOT:** F29 - Phase 6 **PURCHASER #2:** Kia Ragbar-Francis  
**MODEL:** #140, Green, Rev **FIRM UP DATE:** April 2, 2022

**CLOSING DATE:** March 16, 2023

I/WE HEREBY CONFIRM THAT ALL OF OUR COLOUR SELECTIONS, MULTI MEDIA & ELECTRICAL SELECTIONS AND ALL UPGRADES (680'S) ARE NOW FULLY COMPLETED:

DocuSigned by:  
*Daniel Tauro*  
F1F3080888A6459  
PURCHASER'S SIGNATURE

May 4, 2022  
DATE

DocuSigned by:  
*Kia Ragbar-Francis*  
7E1C30FD0A8B149A  
PURCHASER'S SIGNATURE

May 4, 2022  
DATE

**ITEMS THAT MUST BE COMPLETED AND SENT TO HEAD OFFICE:**

**APS:** March 17, 2022 **INTERIOR COLOURS:** May 4, 2022  
**FIRM UP:** April 2, 2022 **EXTERIOR COLOURS (if applicable):** N/A  
**BANK LETTER:** April 2, 2022 **ORBITAL/S&S/KITCHENCRAFT (if applicable):** March 17, 2022  
**SOLICITOR INFO:** April 2, 2022 **680 & AMENDMENT:** May 4, 2022

**ALL PAGES SENT FOR INITIALS RETURNED TO HEAD OFFICE:** \_\_\_\_\_



**Sales Consultant's Signature**

May 4, 2022  
**Date**

\_\_\_\_\_  
**Sales Assistant's Signature**

\_\_\_\_\_  
**Date**

**Approved by:**  
DocuSigned by:  
*Frank Nieuwkoop*  
A04F027901214EE...  
\_\_\_\_\_

May 4, 2022  
**Date**

**Certificate Of Completion**

Envelope Id: 671CC6521F434ABDAC3F24187D303F68	Status: Completed
Subject: Please DocuSign: PST PH6 F29 Amendment May 4-22 (DocuSign).pdf	
Source Envelope:	
Document Pages: 38	Signatures: 44
Certificate Pages: 5	Initials: 70
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Place St.Thomas Sales
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	210-1455 Youville Drive
	Orleans, ON K1C6Z7
	place-st-thomas@valecraft.com
	IP Address: 174.114.74.170

**Record Tracking**

Status: Original	Holder: Place St.Thomas Sales	Location: DocuSign
5/4/2022 2:29:00 PM	place-st-thomas@valecraft.com	

**Signer Events**

Daniel Tauro  
 dtauro92@gmail.com  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 F1F38BBB99A5459...


**Timestamp**

Sent: 5/4/2022 2:58:48 PM  
 Viewed: 5/6/2022 8:53:38 AM  
 Signed: 5/6/2022 1:00:42 PM

Signature Adoption: Pre-selected Style  
 Signed by link sent to dtauro92@gmail.com  
 Using IP Address: 174.88.11.109  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/17/2022 10:23:10 AM  
 ID: a02d9429-5416-4ea4-846d-1f1240bed5ed

Kia Ragbar-Francis  
 kiaragbarfrancis@outlook.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 7E1C30FDA5B149A...

Sent: 5/6/2022 1:00:48 PM  
 Viewed: 5/6/2022 1:05:05 PM  
 Signed: 5/9/2022 4:02:31 PM

Signature Adoption: Pre-selected Style  
 Signed by link sent to kiaragbarfrancis@outlook.com  
 Using IP Address: 174.88.11.109  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/21/2022 7:37:26 AM  
 ID: 80dcdc81-8f34-474e-a463-6a999ee81b3f

Frank Nieuwkoop  
 frank@valecraft.com  
 Valecraft Homes  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 A04F827301214EE...

Sent: 5/9/2022 4:02:37 PM  
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 Signed: 5/13/2022 9:05:55 AM

Signature Adoption: Pre-selected Style  
 Signed by link sent to frank@valecraft.com  
 Using IP Address: 24.137.59.94

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Place St.Thomas Sales place-st-thomas@valecraft.com Sales Team Valecraft Home 2019 Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/13/2022 9:06:01 AM Resent: 5/13/2022 9:06:07 AM
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Lisa Ballard lballard@valecraft.com Administrative Coordinator Valecraft Homes Ltd Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/13/2022 9:06:02 AM Viewed: 5/13/2022 9:36:48 AM
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Tricia Oliver toliver@valecraft.com Project Officer Valecraft Homes Ltd Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/13/2022 9:06:03 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/4/2022 2:58:48 PM
Certified Delivered	Security Checked	5/13/2022 9:05:05 AM
Signing Complete	Security Checked	5/13/2022 9:05:55 AM
Completed	Security Checked	5/13/2022 9:06:03 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Valecraft Homes:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [frank@valecraft.com](mailto:frank@valecraft.com)

### **To advise Valecraft Homes of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [frank@valecraft.com](mailto:frank@valecraft.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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### **To request paper copies from Valecraft Homes**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [frank@valecraft.com](mailto:frank@valecraft.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Valecraft Homes**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to frank@valecraft.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Valecraft Homes as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Valecraft Homes during the course of your relationship with Valecraft Homes.