ACKNOWLEDGEMENT OF RECEIPT

I/We **Portobello Partnership**

hereby acknowledge receipt of the Disclosure Statement and attachments for the Deerfield Village 2 Condominium.

Dated at **Ottawa, ON** this **21** day of **December** , **2021**

In the presence of:

WITNESS **PURCHASER**

WITNESS **PURCHASER**

Dated at **Ottawa** **this** **21** day of **December** , **2021**

VALECRAFT HOMES LIMITED (VENDOR)

PER:

Project: **DEERFIELD VILLAGE 2**

Lot No: **B07**

AGREEMENT OF PURCHASE AND SALE

1. **THE UNDERSIGNED** **Portobello Partnership**
(hereinafter called the "Purchaser") hereby agrees with **VALECRAFT HOMES LIMITED**, (hereinafter called the "Vendor") to purchase the lands and premises known as **BUILDER'S LOT/ UNIT: B07 , being part(s) B07** of Reference Plan **4R-** , as shown on the plan forming Schedule "D-1" to this Agreement together with an undivided and unseverable 1/45th interest in the common elements condominium located on Parts _____ and ____ on the plan forming Schedule "D-1" to this Agreeement.

Subdivision: DEERFIELD VILLAGE 2 Municipal Address: 514 Fawn Valley Private , City of Ottawa
(herein reffered to as the "Lands") together with a dwelling **Model: 160-2 Stanley 2 Std. W/O**
to be erected thereon- the lands and dwelling sometimes being collectively referred to herein as the "Real Property" at the price of
$ 434,500.00 Dollars including net H.S.T. (Subject to Schedule "G") payable as follows:

(a) By deposit received by the Vendor with the offer: _____

(b) By further deposit upon firm-up: _____

(c) By further deposit(s) Post dated: 30 days post firm-up: _____

Total Deposit(s): _____
(Any NSF cheques for Deposits are subject to an NSF fee of $25.00)

(d) The balance of the purchase price being approximately
$ 434,500.00 shall be payable by cash or certified cheque on
the 30th / 1 day of ~~March, 2022~~ June, 2022
which, subject to Section 13 herein shall be the Closing/ Occupancy Date.

(e) Pre-move inspection will be **5** to **10** business days prior to the Closing/ Occupancy Date.

2. The Vendor will erect before closing on the real property a dwelling of type **160-2 Stanley 2 Std. W/O** in accordance with the plans and specifications filed with the City of Ottawa and amendments thereto. The specifications for the dwelling are set out in Schedule "B" annexed hereto except where they vary from the requirements of the City of Ottawa.

3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by the City of Ottawa shall constitute acceptance by the Purchaser. The Vendor shall have the right to make minor deviations from plans and specifications and to substitute other material for that provided for in the plans and specifications provided that such material is of quality equal to or better than the material in the specifications. Exterior illustrations are artist concept only and may not be exactly as shown. Actual useable floor space may vary from the stated floor area. All dimensions are approximate.

4. The Vendor warrants the dwelling erected by it on the real property as per Tarion Warranty Corporation (Ontario New Home Warranty Program) from the Closing/ Occupancy Date, exclusive of normal wear and tear and minor faults such as hair-line cracks in concrete or plaster or health of existing trees on the property (the Vendor will not remove, replace or treat any existing trees subsequent to the closing of the within transaction). The Vendor warrants it is a member of the Tarion Warranty Corporation. This warranty is extended to this home under the terms and conditions of the program. The Vendor further warrants and agrees that prior to the completion of the Pre-Delivery Inspection of the dwelling by the Purchaser, the Vendor shall provide to the Purchaser a Tarion Warranty Corporation Homeowner Information Package.

5. The Purchaser acknowledges that the part of the Unit forming an interest in the street and visitor parking spaces known as Parts _____&_____of 4R-_____will be subject to a Declaration, Description and By-laws which will be registered by the Vendor in the Land Titles Office for the Land Titles Division of Ottawa (No.4). The Purchaser acknowledges having received, prior to executing this Agreement, copies of the Disclosure Package containing, amoungst other items, the draft Declaration, the draft Amendment to the Declaration, By-Laws, Management Agreement, Joint Use Agreement and the proposed Rules required pursuant to Section 72 of the Condominium Act, S.O., 1998, Ch. C. 19. The Purchaser shall have the right to terminate this Agreement for any reason, including dissatisfaction with the terms of this Agreement or any aspect of the Disclosure Package, failure to obtaining financing or lawyer's approval, within ten (10) days of the later of the date that the Purchaser received the Disclosure Statement and the date that the Purchaser received a copy of this Agreement of Purchase and Sale executed by the Vendor and the Purchaser, by delivering a written notice to the effect to the Vendor, Upon receipt of such notice of termination within such ten (10) day period, the Vendor shall forthwith return the Purchaser's deposit without penalty or deduction. The Purchaser further acknowledges that the Property will be subject to a Joint Use Agreement with respect to the sharing of services to the freehold units, such as:

Purchaser _____ Purchaser _____ Vendor _____

(a) Stormwater Infrastructure, Sewer Infrastructures and Watermains

(b) Noise Attenuation Walls

(c) On-site Fire Hydrants

(d) Sidewalks leading to Lester Road/Meandering Brook Drive

(e) Landscaping around the stormwater ponds and pump station as well as in the vicinity of the Meandering Brook Road entrance, and

(f) Streetlights

(the "Joint Services") and that the cost of such services shall be in addition to the common element condominium fees. The budget for the Joint Services is contained in the disclosure package together with a copy of the draft agreement. Purchasers are required to participate in the Joint Use Agreement. As the Vendor intends to, but is under no obligation to do so, construct a second Common Elements Condominium Corporation including a further 45 townhomes as well as a Standard Condominium including 60 condominium units, a Joint Use Agreement will be registered against the entire project including Part of Lot 10, Concession 4, (RF), being Part 1 on Plan 4R-31065, Block 147 on Plan 4M-1290, Part of Block 144 on Plan 4M-1290, being Part 2 on Plan 4R-31012 and Part of Block 150 on Plan 4M-1290; City of Ottawa, and will provide for the allocation of costs for the joint services among the three components, being the common element condominium , the second common element condominium and the standard condominium.

This Agreement is conditional on the Vendor registering a Declaration and Description subjecting the Project to the Condominium Act. The said Declaration and Description creating the Common Elements Condominium Corporation and the initial by-laws shall be substantially in accordance with the proposed Declaration, Description and initial by-laws delivered to the Purchaser prior to the execution of this Agreement. The Common Elements Condominium Corporation will come into existence on the date of registration of the Declaration and Description. The Purchaser understands and acknowledges that the draft Declaration, by-law, disclosure statement and budget statement and joint use agreement provided by the Vendor are subject to change from time to time in accordance changes that may occur during the course of development approvals, sales and construction. The Purchaser acknowledges and agrees that the Vendor may amend the terms of the documentation to conform with such changes in the building as they occur, provided however, that the Vendor agrees to notify the Purchaser of any material amendments that adversely affect the Purchaser or significantly increase the common expenses relative thereto.

The Purchaser acknowledges that the Common Elements Condominium Corporation will be subject to the zoning restrictions of the Municipality. The Vendor may, from time to time, change, modify or vary in its sole discretion or at the instance of any governmental authority or mortgagee, any part of the Common Elements Condominium Corporation lands to conform with any municipal requirements related to official plan or official plan amendments, zoning bylaws, committee of adjustment and/or land division committee decisions, or municipal site plan approvals. Such changes may be to the plans and specifications existing at inception of the Common Elements Condominium Corporation or as they existed at the time the Purchasers entered into this Agreement, or as illustrated on any sales brochure, marketing drawings, artists' renderings or others. The Purchasers shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice hereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

The Purchaser further acknowledges that the Vendor intends to, but is under no obligation to do so, construct a second Common Elements Condominium Corporation including a further 45 townhomes that together with the existing project of 45 Townhomes will share the cost of the joint services as well as the common elements condominium fees. The Vendor may determine that they wish to amalgamate/consolidate the 2 Common Elements Condominium Corporations and in such event the Purchaser hereby consents to such amalgamation/consolidation and hereby appoints the Vendor as the Purchaser's attorney-in-fact to take all such steps and execute all such documents as may be necessary or desirable to consent to such amalgamation/consolidation and the Purchaser agrees to obtain from any subsequent purchaser the same obligation to consent to such amalgamation/consolidation and appointment of the Vendor as attorney-in-fact to take all such steps and execute all such documents as may be necessary or desirable to consent to such amalgamation/consolidation.

6. Provided title is good and free from all encumbrances except as aforementioned, and except as to any registered rights-of-way or other registered easements, registered restrictions or covenants that run with the land, provided that such are complied with. The Purchaser is not to call for production of any title deed, abstract or other evidence of title except such as are in the possession of the Vendor. The Purchaser is to be allowed fifteen days after this agreement becomes unconditional or until the closing date, whichever is sooner, to investigate the title at his own expense. If, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the deposit shall be returned by the Vendor without interest and neither party shall be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the real property. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

Purchaser _____ Purchaser _____ Vendor _____

The Purchaser agrees to accept title subject to the following:

(i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser, and the Purchaser further acknowledges that upon receipt of a Transfer/Deed of Land to the Property, the common interest in the Common Elements Condominium Corporation cannot be severed from the Property upon any subsequent sale of the Real Property;

(ii) any subdivision, servicing, housekeeping, financial, security, access and circulation, encroachment agreement, development, site plan or condominium agreement or any other agreement relating to the Property or an agreement with any governmental authority having jurisdiction over the property which may now or hereafter be required to complete and register the Condominium provided always that same do not materially and adversely affect the operation an use of the Property for residential accommodation;

(iii) any easements, rights-of-way, restrictions, encroachments, conditions or covenants that run with the Property and subject to any easements, licences, rights, notice of security agreements, or agreements now registered or to be registered for the installation and maintenance of any public or other utilities including, without limitation, telephone, hydro, gas, storm and sanitary sewer, water and cable television or master antenna television distribution systems and any easements, rights of way or licenses, rights or agreements including reciprocal and joint use agreements which are registered and/or may be required with respect to adjoining or neighbouring land owners;

(iv) the Property may be subject to an easement for the benefit of the Common Element Condominium Corporation for access to and use of a sub-metered exterior water valve for the purpose of maintaining the common elements of the Common Element Condominium Corporation; and

(v) any restrictions, covenants or conditions registered or to be registered on title to the Property.

7. Taxes, local improvements, water and assessment rates will be apportioned and allowed to the Closing/Occupancy Date after which the Purchaser will assume them. The Purchaser agrees that he will reimburse the Vendor for the cost of enrolling the dwelling under the Tarion Warranty Corporation.

The Purchase Price shall be adjusted to reflect the following items, where applicable, as determined by the Vendor in its sole and unfettered discretion, which shall be apportioned and allowed to the Closing/ Occupancy Date, with that date itself being apportioned to the Purchaser, including but not limited to:

(a) Changes (extras, upgrades or modifications) purchased to be shown as an addition to the purchase price in accordance with the requirements of the Ministry of Finance for the purposes of the Land Transfer Tax calculation, and a credit to the Purchaser for the amount paid;

(b) common expense contributions attributable to the Property for the current month;

(c) Realty Taxes shall be adjusted on the Closing Date if the property has been separately assessed (including any supplementary assessments). In the event that the Property has not been separately assessed, the Purchaser shall assume sole responsibility for the supplementary assessment as of the Occupancy Date, and no adjustment for the building value of the Realty Taxes will be made. Realty taxes will then be re-adjusted based upon the vacant land tax only. Vacant land property taxes including local improvements shall be adjusted as assessed, or as estimated by the Vendor, and fully paid by the Vendor, notwithstanding that same may not have been levied, assessed and/or paid by the Closing Date. If, in fact, any realty taxes attributable to the Dwelling have not been paid in accordance with the manner that same have been adjusted for in the statement of adjustments, then the Vendor shall provide the Purchaser on closing with its written undertaking to pay same in accordance with the statement of adjustments forthwith after closing and the Purchaser shall accept said undertaking and complete the transaction in accordance therewith. No readjustment of taxes will be requested or given for an amount which is $20.00 or less;

(d) any new or increased development charges or taxes (including for certainty any HST) imposed on the Property by the federal, provincial, municipal government or other imposing authority or any increases to existing taxes currently imposed on the Property by such government;

(e) an administration charge of $25.00 to the Vendor for each cheque that is submitted or delivered by or on behalf of the Purchaser for payment of any portion of the Purchase Price and/or for any extras or upgrades so ordered, or for any portion of the occupancy fees so payable, which is not honoured for any reason by the Purchaser's or drawer's bank; and

(f) the charge imposed upon the Vendor or the Vendor's Solicitors by the Law Society of Upper Canada upon preparation of a Transfer/Deed of Land or any other instrument.

8. Notwithstanding anything contained in this agreement as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the real property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the real property.

9. Any extra or custom work or items or colours specifically ordered or chosen by the Purchaser and performed by the Vendor shall be paid for by the Purchaser at the time of signing the purchase order for the said work and in the event that for any reason whatsoever this transaction of purchase and sale is not closed the Purchaser will be liable for payment of any work performed under the terms of this paragraph and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor. It is further agreed that in the event any extra custom work or installations have been omitted for any reason, the Vendor in its sole discretion shall be entitled to complete the extra custom work and installations after the Closing Date, or alternatively refund to the Purchaser after the Closing Date, the full amount paid by the Purchaser for such extra custom work or installations. In any event, the Vendor's liability hereunder shall be limited to the amount paid by the Purchaser for such extra custom work and/or materials and this provision shall survive the closing of this transaction.

Purchaser Purchaser Vendor

10. The Purchaser covenants and agrees with the Vendor to execute any usual and reasonable grant or grants of easement over or under the lands herein required by any municipal authority or public utility during a period of five years from the date of closing.

11. This agreement is subject to compliance by the Vendor with the Planning Act as amended, and any necessary approval of the conveyance shall be obtained by the Vendor at its expense.

12. The Purchaser shall within 14 days of this agreement of purchase and sale becoming unconditional make a selection with respect to such items as the Vendor permits the Purchaser to have a choice of colour, style or type. The Purchaser's failure to make such selection within such time shall be a cause for postponement of closing/ occupancy date by the Vendor pursuant to this paragraph. No changes in selection shall be permitted unless authorized in writing by the Vendor and the cost of any change shall be $300.00 plus any additional material or equipment.

13. This Agreement of Purchase and Sale shall be completed on the later of

(i) the Occupancy Date; and

(ii) a date fixed by the Vendor on at least 10 days written notice to the Purchaser or the Purchaser's solicitor, which date shall be not more than 45 days following registration of the Declaration and Description under the Condominium Act

the said day being herein called the "Closing Date" or the "Closing/Occupancy Date").
or any extensions thereof, and the terms by which occupancy of the dwelling can be determined, shall be in accordance with the terms and conditions set out in the Tarion Addendum attached as Schedule "E" to this Agreement, on which date vacant possession of the Real Property is to be given to the Purchaser. In the event that the completion of the dwelling is delayed by any reason or cause beyond the control of the Vendor, the Vendor shall be permitted a postponement or postponements of the date of closing not exceeding 365 days in total. Provided that the Vendor, in accordance with the Tarion Warranty Corporation, may exclude from the 365 day period extensions reasonably required as a result of a strike, a fire, a flood, an act of God or a civil insurrection. If the Vendor should be unable to substantially complete the dwelling for occupancy or close within the extended time, failing agreement in writing by both the Vendor and the Purchaser to further extend the closing date in accordance with the provisions of Tarion Warranty Corporation then this contract shall be at an end and the deposit returned to the Purchaser without interest and the Vendor shall not be liable to the Purchaser for any damages. In the event that the dwelling being erected on the land is substantially completed for occupancy by the date of closing, or any extension thereof, the sale shall be completed on that date and the Vendor shall complete any outstanding details of construction required by this agreement within a reasonable time thereafter, having regard to weather conditions and the availability of supplies.

(a) The Purchaser agrees to close this transaction on the Closing/ Occupancy Date provided the Dwelling is substantially completed, and that there shall be no holdback under the *Construction Lien* Act, or any successor legislation for any period whatsoever and no holdback as security for the completion of unfinished work or for any other purpose whatsoever such that the full balance of the Purchase Price shall be paid to the Vendor on the Closing Date. The Vendor agrees to forthwith remove any construction lien registered against title to the Property arising out of the Vendor's construction on the Property. The Dwelling shall be deemed substantially completed when the Vendor determines that the interior work has been completed so as to permit occupancy (whether or not the relevant municipal and statutory authorities have inspected and passed the interior or the exterior of the dwelling and whether or not an occupancy permit has been issued), notwithstanding that there may remain grading, landscaping, paving, exterior painting or other work to be completed;

(b) In the event that the Vendor is unable to convey title on the Closing Date, due to a delay in the registration of the part lot control exemption by-law and/or the registration of the Common Element Condominium, the Purchaser agrees that the closing shall proceed in escrow on the date set for Closing (hereinafter the "Occupancy Date") in accordance with the following requirements and there shall be no Tarion claims for delay of the Closing Date. The Purchaser shall be required to provide the Vendor's solicitor with a copy of the Purchaser's unconditional mortgage commitment, whereupon, an Escrow Agreement shall be completed which shall provide for:

a. the payment of all funds owing with the exception of the mortgage amount which may be deferred until the Closing, all funds to be held in trust by the Vendor;

b. a monthly interest payment on the outstanding balance, such interest rate to be established by reference to the rate published by the Bank of Canada as the chartered bank administered interest rate for a conventional one year mortgage as of the first of the month in which the purchaser assumes occupancy;

c. an agreement that all taxes shall be payable by the Purchaser and adjusted as of the Occupancy Date, and that all responsibility for any supplemental assessment for the building portion of property taxes shall be the responsibility of the Purchaser from the date of occupancy;

d. the immediate release of keys provided that the PDI inspection pursuant to Tarion has been completed;

e. Closing to occur on a date which shall be ten (10) days after notification from the Vendor's solicitor that the part lot control exemption by-law and the common element condominium have been registered; and

f. such other reasonable terms and conditions as the Vendor may require.

The Purchaser acknowledges that the Vendor shall not be responsible for any costs or loss incurred by the Purchaser as a result of the delay of closing on account of any delay in the registration of the Common Element Condominium.

14. The Vendor or persons authorized by the Vendor shall have free access at all reasonable hours to the real property in order to make inspections and do any work or repairs thereon.

15. The Purchaser covenants and agrees not to erect a fence or fences on the real property for a period of one year from date of closing. In the event that the Purchaser erects a fence or fences on any portion of the real property prior to one year from date of closing the Vendor shall be relieved from all warranty obligations relating to landscaping and grading and the Vendor shall not thereafter be obliged to amend, alter or repair the grading or any part thereof. This covenant shall not merge with the closing of this transaction.

Purchaser Purchaser Vendor

16. In the event that either before or after the Closing Date any dispute arises out of this transaction, the Vendor shall have the option to terminate this Agreement, or if after closing to require a reconveyance of the Real Property, upon payment to the Purchaser by certified cheque of the total amount of all sums paid by the Purchaser pursuant to this Agreement and on account of taxes. The said option may be exercised by the Vendor giving notice to the Purchaser or their Solicitor by prepaid registered mail or personal service at any time before the Closing date and thereafter within three hundred and sixty-five (365) days of the date the Vendor determines that the dispute arose. If the said option is exercised by the Vendor after closing the Purchaser shall vacate the Dwelling and shall reconvey the Real Property to the Vendor both within thirty (30) days of the notice being given and shall pay to the Vendor on account of his period of possession a sum calculated at a yearly rate of ten percent (10%) of the purchase price. The Purchaser covenants, acknowledges and agrees that in such event he shall be responsible for any damage caused to the Dwelling during the period of possession, reasonable wear and tear excluded and further acknowledges and agrees that no claim for damages, compensation or other relief will accrue to or be pursued by him and hereby constitutes these presents as a full release, waiver and estoppel of any such claim. This schedule shall not apply to any matter governed by Tarion Warranty Corporation during the period of time that any such matter may be subject to the dispute resolution mechanisms established under the Tarion Warranty Corporation.

17. The deed or transfer shall be prepared by the Vendor's solicitor, at a cost to the Purchaser of $225.00 payable on closing, and the Affidavit of Value of the Consideration pursuant to the Land Transfer Tax Act shall be completed by the Purchaser or his solicitor, and the deed or transfer shall contain, or shall be subject to such covenants and restrictions as the Vendor shall require in order to comply with the provisions of any subdivision or other agreement entered into by the Vendor, or any predecessor, with the relevant municipality or municipalities. If required, the Purchaser agrees to execute the deed or transfer. Without limiting the foregoing, the Purchaser agrees that the deed or transfer may contain the covenants and restrictions set forth in Schedule "A" hereto.

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

(a) both parties shall each be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society, to represent them in connection with the completion of this transaction, and shall authorize such solicitor to enter into an escrow closing agreement in the Law Society Of Upper Canada's standard form (the "Document Registration Agreement,), establishing the procedures and timing for completing this transaction;

(b) the delivery and exchange of documents, monies and keys to the Real Property, and the release thereof to the Vendor and the Purchaser, as the case may be, shall not occur at the same time as the registration of the transfer/deed (and other registrable documentation) and shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving any documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Documentation Registration Agreement;

(c) if either party's solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provision contemplated under the Document Registration Agreement, then said solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the other party's solicitor, at such time on the scheduled Closing Date as may be directed by the other party's solicitor, in order to complete this transaction via TERS utilizing the computer facilities in the other party's solicitor's office;

(d) the Purchaser expressly acknowledges and agrees that it will not be entitled to receive the transfer/deed to the Real Property for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transferred to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer/deed for registration;

(e) documents to be registered on title to the Real Property may be delivered to the other party hereto by telefax (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party [by overnight courier sent the day of closing] within 7 business days of closing, if same has been so requested by the recipient party;

18. All buildings and equipment upon the real property shall be and remain at the risk of the Vendor until closing/ occupancy date. In the event of damage to the buildings or equipment the Vendor may either repair the damage and finish the dwelling and complete the sale, or may cancel the agreement and have all monies paid by the Purchaser returned to the Purchaser without interest.

19. It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an assignment by the Purchaser of the within agreement, or part or parts thereof, the Vendor will not be required to comply with a direction delivered to it on the completion of the transaction directing it to convey the lands to a person, persons or corporation other than the Purchaser.

20. The Purchaser acknowledges that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Land other than as expressed in writing in this agreement. Without limiting the foregoing, the Purchaser hereby releases the Vendor from any and all obligations to perform or comply with any warranty, promise or representation which may have been made by any sales representative or in any sales brochure which may be inconsistent with this agreement.

Purchaser Purchaser Vendor

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

32. The purchase price shall be increased or adjusted as of closing/ occupancy date by any increase in existing or newly imposed levies, development charges, education development charges or any impost or other charges imposed by an approving authority or public utility corporation regarding the real property from the date this agreement is first executed until a building permit is issued for the dwelling.

33. Unless you advise us in writing to the contrary, we may give your name, address and telephone number to the providers of cable television, telephone, alarms, hydro, gas or similar services or utilities. These providers may use your personal information for the purpose of contacting you to offer you their services and products and to communicate to you, regarding services and products that may be of interest to you and the Privacy Policies, Terms and Conditions of these utility and service providers will then govern your relationship with them. Valecraft Homes Limited makes no assurances or representations to you about such Policies, Terms or Conditions.

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

the **21** day of **December**, **2021**.

Witness

Purchaser

Birth Date: December 26th, 1936

Witness

Purchaser

Birth Date:

IN WITNESS WHEREOF the Vendor has executed the agreement

this **21** day of **December**, **2021**.

VALECRAFT HOMES LIMITED

Per:

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Purchaser's Address:

1455 Youville Dr., Suite 210
Orleans, Ont.,
K1C 6Z7

Telephone Number(s):

Home:
Work: **613-837-1104**
Cell:

Solicitors Info:

Lawrence Silber, Kelly Santini LLP
2401-160 Elgin Street
Ottawa, Ontario
K2P 2P7
Phone: **613-238-6321**

Vendor's Address:

1455 Youville Drive Suite 210
Orleans, Ontario K1J 7V8
Phone: 613-837-1104
Fax: 613-837-5901

Vendor's Solicitor:

Lawrence Silber
Kelly Santini LLP
2401-160 Elgin Street
Ottawa, Ontario, K2P 2P7
Phone: 613-238-6321 Fax: 613-233-4553