

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 21 day of October

2016

BUYER,

(Full legal names of all Buyers)

agrees to purchase from

SELLER,

(Full legal names of all Sellers)

to the following

REAL PROPERTY:

Address

fronting on the East side of

in the City of Ottawa

and having a frontage of 46 ft 2 in more or less by a depth of 106 ft

and legally described as LOT 30, ELAN 4M1480 CITY OF OTTAWA

Forty One Thousand

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Six Hundred Thirty One Thousand

641,000

652,000

Dollars (CDN\$)

DEPOSIT: Buyer submits Upon acceptance

(Hereby/Upon Acceptance)

Ten Thousand

10,000

Dollars (CDN\$)

by negotiable cheque payable to ROYAL LEPAGE PERFORMANCE REALTY, Brokerage "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached

SCHEDULE(S) A

attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer seller Buyer

(Seller/Buyer)

until 9 p.m. on the 25 day of October 2016

after which time if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6.00 p.m. on the 8 day of February

2017 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Schedule A

Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between

BUYER,

SELLER,

for the purchase and sale of,

Ottawa

dated the 21 day of October

2016

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new 1st Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the ~~fifth~~ ^{tenth} Banking Day after this offer accepted, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on the ~~fifth~~ ^{tenth} Banking Day after this offer accepted, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Seller warrants that all the mechanical, electrical, heating, ventilation, air conditioning systems, air compressors, elevators, conveyor systems, sprinkler systems, boilers, and all other equipment on the real property shall be in good working order on completion. The Parties agree that this warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at the completion of this transaction.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture or trade of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S)

INITIALS OF SELLER(S)



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Schedule A

Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,

and

SELLER,

for the purchase and sale of

E

Ottawa

dated the 21 day of October

2016

Seller agree to leave all the document that obtained from builder and all appliances warranty document to the buyer upon closing *that are in the sellers possession*

The Buyer will be entitled to one additional walk through of the subject property, on acceptance of this Offer, prior to the completion date of the said transaction.

The Seller agrees to leave the premises, including the floors, in a clean and broom swept condition.

This form must be initiated by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]



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Prime Building Inspection Services

Page 45 of 46

16377

Deficiency Summary

Item requires repair or replacement. It may also simply be unable to perform its intended function properly.

1. Exterior

- 1.3 - EAVESTROUGHS & DOWNSPOUTS: Extensions for downspouts are missing, minimum of 6 feet away from home is recommended.
- 1.4 - EXTERIOR SIDINGS: Some minor gaps were noted in mortar joints at sills and in stonework.
- Loose outlet and cracked and loose mortar was noted at front outlet.
- 1.5 - SOFFIT & FASCIA: Sagging soffit around pot light.
- 1.6 - EXTERIOR TRIM: Some small gaps were noted in caulking at front of home in particular: missing around upper front window on one side, poorly sealed on either side of transom above patio door, gaps noted under patio door and under back step. Missing around basement windows. Gap was noted at corner trim at back corner of home.
- 1.7 All roofs Roof Cover * Exposed nail heads were noted in random places and on cap shingles. Some loose debris was noted.
- Some random white caulking was noted on lower front roof.
- Missing caulk where fascia meets upper roof and where garage fascia meets brickwork.
- 1.9 - GARAGE: Missing insulation on hatch to attic. Missing insulation in some areas of garage attic.
- 1.10 Front step Steps * More prone to water infiltration at walls and all concrete step. Monitor in garage.

2. Structure

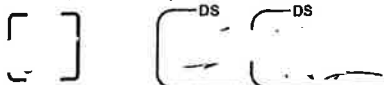
- 2.5 - ROOF STRUCTURE: Cracked roof truss and damage gusset plate was noted on same truss near attic access point: repair is required.
- Roof trusses in main attic appears to be missing lateral bracing especially for long diagonals. See roof truss plans.

3. Electrical

- 3.3 Basement Service Panel * Tape was noted on two breakers with wires connected to them. Wire are rough in to back corner> disconnect out of breakers to avoid possible live wires.
- 3.4 - BRANCH CIRCUIT WIRING: Black and red wires touching steel ductwork; spacer is missing.

4. Heating, Ventilation, & Air Conditioning (HVAC)

- 4.1 - ENERGY SOURCE: Copper gas line is touching steel: will cause corrosion: spacer is missing.
- 4.2 Basement Heating Plant * Electronic air filter is always on: should be wired to fan.
- 120 Volt connection inside furnace is not in junction box.
- 4.3 Exterior Air Conditioner * Air conditioner can not be operated since too cold outside.
- Possible leak in front of A/C and furnace.
- 4.4 Basement Ventilation Unit * Unit is dirty.



Prime Building Inspection Services

Page 46 of 46

16377-

Deficiency Summary (Continued)

4.5 - DISTRIBUTION SYSTEM: Missing tape on top of ductwork
5. Plumbing

5.1.2 - BUILDING SERVICES (Sanitary Waste & Storm): Plug for testing was noted in storm sewer cleanout: remove to not block line.

5.2.1 - WATER DISTRIBUTION (Piping): Copper piping touching steel ductwork.
6. Insulation

6.1 Attics Insulation * Missing insulation in gap between rough opening to hatch and finished trim around hatch opening. some mouldy stains were noted in this area.

6.1 Basement Insulation * Minor gaps in vapour barrier and insulation between floor joists at perimeter of basement.

7. Interior

7.4 - DOORS: Doors rub on floor in main bathroom.

7.5-All Windows * Condensation was noted on windows.

7.9 Main floor Kitchen * Under mount sink is not sealed with caulking.

Amendment to Agreement of Purchase and Sale

BETWEEN BUYER,

AND SELLER,

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 21 day of October, 2016,

concerning the property known as... Ottawa

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Delete:

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on November 11th, 2016, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Insert

The Buyer acknowledges that the Seller has submitted the deficiency list to Urbandale. Urbandale has responded indicating that the item 1.7 will be reviewed, Item 1.9 will be inspected, Item 2.5 will be inspected and repaired, Item 5.12 will be inspected, Item 6.1 will be inspected and if defective repaired. The issue with the door rubbing on the floor in the bathroom has already been identified as a deficiency by the homeowner and the builder has agreed to repair.

The seller agrees to remove the electrical work added to the service panel where the tape was noted on two breakers (the seller had previously installed this)

The seller will add spacer on duct work where copper gas line is touching steel and where copper piping is touching steel duct work as identified in building inspection report.

See deficiency list for reference

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 6 p.m.
(Seller/Buyer)

on the 12 day of November, 2016, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

g
(Buyer/Seller) 11:13:30 AM EST

(Buyer/Seller)

DATE 11/11/2016
(Seal)

DATE
(Seal)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

g
(Buyer/Seller) 11:13:30 AM EST
1EDDBBA313304C7...

(Buyer/Seller)

DATE 11/11/2016 | 1:47 PM PST
(Seal)

DATE 11/11/2016 | 12:55 PM PST
(Seal)

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness)

(Spouse)

DATE
(Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at a.m./p.m. this 11/11/2016 | 1:47 PM PST, 20..... day of

DocuSigned by:
(Signature of Seller or Buyer)
1EDDBBA313304C7...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

DATE 11/11/2016

DATE 11/11/2016

Address for Service

Tel.No.

Seller's Lawyer

Address

Email

Tel.No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

DATE 11/11/2016

DATE 11/11/2016

Address for Service

Tel.No.

Buyer's Lawyer

Address

Email

Tel.No.

FAX No.

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