

SCHEDULE "M-2"
Completed Inventory Home

LOT: PH1 A02 PLAN: 4M-1740 SITE: Shea Village

MODEL: The Huntley 120 Reverse CLOSING DATE: March 20th, 2025

SCHEDULE "M-2" to the Agreement of Purchase and Sale between VALECRAFT HOMES
(2019) LIMITED, Vendor and Joseph Weng and Hong Weng
Purchaser (s).

The Purchaser(s) acknowledge and understand that they are purchasing a completed Inventory Home and agree that all finishings will remain as selected and installed by the Vendor.

As such the Purchaser(s) agree that no repair or remediation shall be carried out by the Vendor in regards to normal wear and tear and/or minor scratches and blemishes to interior finishes including, but not limited to, hardwood flooring, ceramic floor tiles, countertops, and all painting finishes.

Dated at Ottawa this 11th day of January, 2025

[Signature]
Witness

[Signature]
Witness

[Signature]
Purchaser

[Signature]
Purchaser

VALECRAFT HOMES (2019) LIMITED

[Signature]

PER

January 14, 2025
DATE:

SCHEDULE "O"

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

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

SCHEDULE "O" to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED, Vendor and Joseph Weng and Hong Weng
Purchaser (s).

Dated at Ottawa this 11th day of January, 2025

[Signature]
Witness

Joseph Weng
Purchaser

[Signature]
Witness

Weng Hong
Purchaser

PROJECT: Shea Village

LOT: PH1 A02

VALECRAFT HOMES (2019) LIMITED

[Signature]
PER

January 14, 2025
DATE:

SCHEDULE "T"

Personal Information of Each Purchaser - Individuals

(1) Full Name: Joseph Weng

Business Address: N/A

Business Telephone Number: N/A

Home Address: 710 Margaret Way, Kingston, ON., K7K OB9

Home Telephone Number: N/A

Occupation: Student at Algonquin College

Identity Verification (Original of one of the following seen by Vendor)

- Birth Certificate
- Driver's Licence
- Passport
- Record of Landing
- Permanent Resident Card
- Other (if permitted by Government)

Type: Driver's Licence

Number: W2531-41009-40509

JW
Purchaser

HW
Purchaser

(2) Full Name: Hong Weng

Business Address: 340 Terry Fox Dr., UN 200, Kanata, ON., K2K 3A2

Business Telephone Number: C. 416-455-1955

Home Address: 710 Margaret Way, Kingston, ON., K7K OB9

Home Telephone Number: N/A

Occupation: Syntronic Embedded Software Developer

Identity Verification (Original of one of the following seen by Vendor)

- Birth Certificate
- Driver's Licence
- Passport
- Record of Landing
- Permanent Resident Card
- Other (if permitted by Government)

Type: Driver's Licence

Number: W2531-33706-65110

JW
Purchaser

HW
Purchaser

Ontario Driver's Licence Permis de conduire ON CANADA

1,2 NAME/ NOM
WENG.
HONG

3 710 MARGARET WAY
KINGSTON, ON, K7K 0B9

4d NUMBER/
NUMERO W2531 - 33706 - 65110

4a ISS/ DEL. 2021/03/22 4b EXP/ EXP. 2026/01/10

5 DD/ RÉF. GX6598816 16 HGT/HAUT. 160 cm

15 SEX/ SEXE F

9 CLASS/
CATEG. G

12 REST/
COND. X

3 DOR/DON T966/01/10

Weng Hong

JW

HW

Ontario Driver's Licence Permis de conduire ON CANADA

1,2 NAME/ NOM
WENG.
JOSEPH

3 710 MARGARET WAY
KINGSTON, ON, K7K 0B9

4d NUMBER/
NUMERO W2531 - 41009 - 40509

4a ISS/ DEL. 2021/03/22 4b EXP/ EXP. 2026/05/09

5 DD/ RÉF. GX6600724 16 HGT/HAUT. 175 cm

15 SEX/ SEXE M

9 CLASS/
CATEG. G

12 REST/
COND.

3 DOR/DON 1994/05/09

Joseph Weng

JW

HW

Project: Shea Village
 Plan No: 4M-1740
 Lot No: PH1 A02
 Model: 120 The Huntley Reverse
 Date: January 11th, 2025

JW

Purchaser: Joseph Weng
 Purcahser: Hong Weng

HW

Schedule "W2"

NON RESILIENT FLOORING WAIVER

for

HARDWOOD FLOORING

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

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

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

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

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

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

Project: Shea Village

LOT NO: PH1 A02

Joseph Weng
(Signature)

January 11th, 2025
(Date)

Weng Hong
(Signature)

January 11th, 2025
(Date)



Warranty coverage for your new freehold or contract home

Learn about the warranty that covers new homes in Ontario,
your responsibilities as a homeowner, your builder's role and
how Tarion can help.



Contact us



Tarion.com



customerservice@tarion.com



1 877 982 7466

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@tarion_on

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Buying a newly built home?

This guide explains the most important things to know about your new home warranty.

Whether you're buying your first home, your next home or an income property, a home is one of life's biggest investments.

The new home ownership journey can be exciting, but it doesn't always go as planned.

As part of Ontario's new home warranty program, your builder's warranty protects you from specific financial losses and construction defects, but getting the home you were promised also means knowing your rights and responsibilities.

As an independent, non-profit, consumer protection organization, our team at Tarion is here to help. We've supported thousands of homeowners like you in understanding their home warranty coverage and navigating the claims process.

Until the day you get your keys, and throughout your seven-year warranty period, think of Tarion as your partner in protecting your new home.



About Tarion

In Ontario, most newly built homes come with a warranty that's provided by the builder and supported by Tarion, an independent, not-for-profit organization established by the provincial government.

At Tarion, we believe that every new home buyer deserves the peace of mind that they're getting the home they were promised. Our role is to ensure that Ontario's new home buyers receive the coverage they're entitled to under their builder's warranty.

We support homeowners by:

- **Providing the MyHome online portal**, which helps you manage your warranty and report defects to the builder and Tarion
- **Facilitating fair dispute resolution** between homeowners and builders, related to warranty coverage, repairs or customer service
- **Assessing claims** to determine if they're warranted, either through an on-site inspection or an alternative method of investigation
- **Stepping in** when a builder fails to address a valid warranty claim, resolving the claim directly with the homeowner either through compensation or repairs by a third party
- **Managing a guarantee fund** to protect new home buyers, which covers compensation for warranty claims

Here for you at every stage of your new home warranty journey

We offer tools, resources and guides to help you understand your new home warranty and navigate the claim process with confidence – if and when you need it.

JW HW

Your builder's role

Your new home warranty is provided by your builder, and they are responsible for:

- > **Ensuring that your new home is built properly.**
This means that it's constructed in accordance with Ontario's Building Code, is fit for habitation, and is free from defects in work and materials and major structural defects as set out under the statutory warranty
- > **Providing you with information about your warranty coverage** at the time of your purchase
- > **Conducting a pre-delivery inspection (PDI) with you,** on or before the closing date and explaining how the various systems in your home work
- > **Providing you with a warranty certificate upon your home's completion,** which indicates when your new home warranty takes effect
- > **Being reasonably accessible to you to address customer service issues,** including investigating issues with your home to determine if they're covered by the warranty
- > **Resolving valid warranty requests in a timely manner** by performing repairs or offering an acceptable alternative resolution

JW

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Your role as homeowner

As a new homeowner, you play an essential role ensuring that you get the warranty coverage you're entitled to.

Your rights and responsibilities include:

- > **Understanding your warranty coverage and the process** for making warranty service requests and claims
- > **Participating in the pre-delivery inspection (PDI)** by making note of incomplete, damaged, or missing items, and learning how to operate your home's systems
- > **Properly maintaining your home** to preserve your warranty coverage
- > **Bringing any warranty service requests to your builder's attention** in writing as soon as possible
- > **Providing your builder with reasonable access** to your home to investigate and address warranty service requests
- > **Submitting your claim within the appropriate timelines**, if you need warranty assistance from Tarion



HW
JW

Deposit protection

The deposit you provide to your builder is protected up to certain limits if:

- > Your builder goes bankrupt
- > Your builder fundamentally breaches your agreement of purchase and sale
- > You exercise your right to terminate the agreement

Deposit coverage limits

Protection includes the money you put down towards upgrades and other extras.

Purchase price \$600,000 or less

> \$60,000 in coverage

Purchase price over \$600,000

> 10% of purchase price

to a maximum of \$100,000 in coverage



JW

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Delayed closing coverage

Your builder guarantees that your home will be ready for you to move into, either by a date specified in the purchase agreement or by a date that has been properly extended if circumstances require a delay in the home's completion.

You can find information about your closing date and any extensions your builder is allowed in the Statement of Critical Dates in the Addendum to your agreement.

You may be able to claim compensation from your builder for an improper delay of your closing date.

Coverage limit: \$7,500

Financial loss protection for contract homes

A contract home refers to a home built on land you already own. Under your contract with a builder, some or all of the money you give your builder may be protected.

If your builder fails to complete the work specified in the contract, you may be entitled to compensation for the difference between the amount you paid the builder and the value of the work and materials that were supplied.

Coverage limit: \$40,000

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Work & materials

The warranty on work and materials lasts for seven years from the date you take possession of your new home.

Coverage limit: \$400,000

1 Year

- > **Requires** that your home is built properly and free from defects in work and materials
- > **Ensures** your home is fit for habitation
- > **Protects** against Ontario Building Code violations
- > **Safeguards** against unauthorized substitutions

2 Years

- > **Protects** against water penetration through the basement or foundation walls
- > **Protects** against defects in materials or work that results in water penetration into 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 Ontario Building Code violations that affect health and safety
- > **Provides** coverage against major structural defects

Hw

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7 Years

Provides coverage against major structural defects, including:

- > Defects in work or materials that affect a structural load-bearing element of the home, resulting in a structural failure, or that could materially and adversely compromise the home's structural integrity
- > Defects in work or materials that materially and adversely affect the use of a significant portion of the home

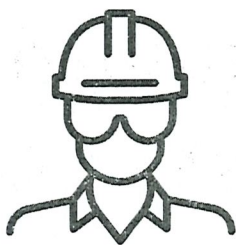


Making a warranty claim

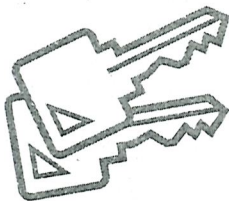
Who does what?

Claims begin with you and your builder

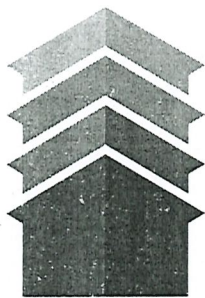
Hew JW



Your builder's role: as the provider of the warranty, your builder is responsible for resolving warranty claims directly with you. They are required to resolve your warranted items, regardless of whether you ask Tarion for help.



Your role: You must notify your builder when an issue arises and give them an opportunity to review it and address it. As part of this process, you will need to give them access to your home to make any necessary repairs.

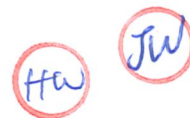


Tarion's role: Tarion can help in the warranty claim process if your builder fails to resolve your claim, or there is a dispute about whether an item is covered by the warranty. We can assess your claim and, if it's covered by the warranty, ensure that the issue is resolved.

To be eligible for Tarion's assistance, you must report your warranty claim within the relevant warranty timeframe. Use the MyHome portal to keep track of your warranty due dates.

Managing your warranty claims

It's easy!



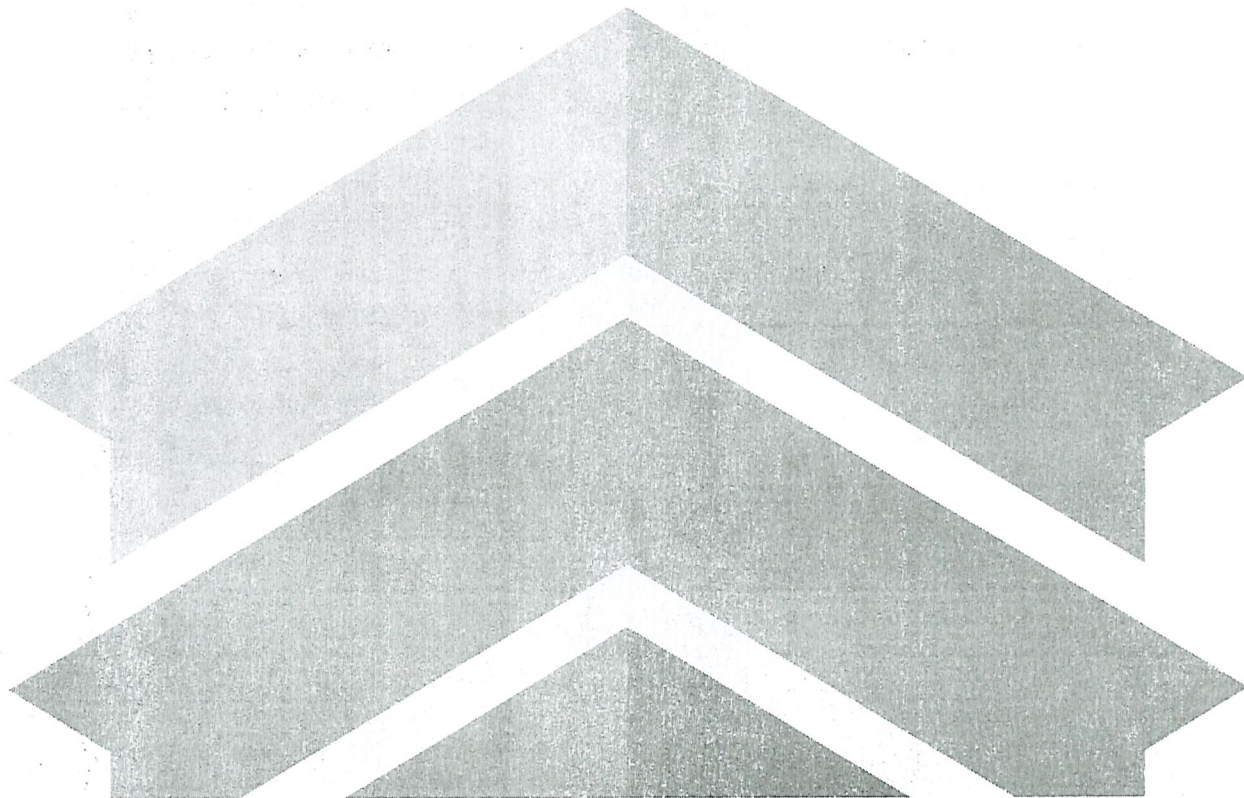
Tarion's MyHome online portal is an easy-to-use and convenient way to manage your warranty claims.

Use MyHome to:

- > **Stay up to date** with important warranty timelines
- > **Submit warranty claims** to both your builder and Tarion simultaneously
- > **Request Tarion's assistance** if you need it

We recommend that you register for MyHome as soon as you take possession of your new home.

Register for MyHome at Tarion.com.



Your 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. The PDI's main purpose is to make a note of items in your home that are damaged, missing, incomplete, or not working properly. It's also an opportunity to learn how to operate and maintain parts of your home, like the ventilation, plumbing, and heating systems.

The PDI form

The PDI form is a formal record of your home's condition before you take possession, and may be used as a reference for future warranty requests. During your PDI, your builder will use it to note any items of concern and give you a copy for your records.

If warranted repairs are required

Your builder is required to address any items noted on your PDI form that are covered under the warranty as soon as possible. If necessary, you can ask Tarion for assistance in getting these items resolved.

If items of concern aren't corrected

If your builder doesn't address items identified on your PDI form, and you'd like to get Tarion's help through the warranty program, you'll need to complete a warranty claim form.

Use the MyHome portal to complete and submit your warranty claim forms and keep track of important dates.

What's next?

You've bought it – now own it



Protection is a shared responsibility. Visit Tarion.com to take 3 important next steps:

1. **Learn more** about the warranty coverage you're entitled to, and your responsibilities as a homeowner.
2. **Get ready** for your PDI with a PDI checklist, videos and other resources at Tarion.com.
3. **Be prepared** by registering for the MyHome portal at Tarion.com. After you take possession, this will help you file a warranty claim and ask Tarion for help if you need it.

Property - Lot #: SV PH1 A02

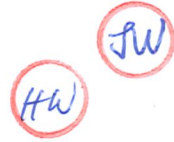
Date: Jan.11-25





TARION

SUPPORTING YOUR NEW HOME WARRANTY



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customerservice@tarion.com



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<p>Water Heater Model: Envirosense 50100</p>	<p>Current Calendar Year Rental Rate: \$61.92</p>
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JW *HFW*

1. Commitment. “Our”, “us” “we” or “Enercare” means Enercare Home and Commercial Services Limited Partnership. Our commitment to you, our rental customer, (“you”, “your” or “customer”), is to provide you with a reliable, trouble- free water heater in accordance with this Residential Water Heater Agreement (the “Agreement”). The water heater (“Water Heater”) you rent from us, as set out above, is backed by Enercare to the extent provided in this Agreement.

2. Term. The term of this Agreement commences on the date you agreed to this Agreement (which is the same as the date of your agreement of purchase and sale for the home). The term of the Water Heater rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Water Heater has ended. The useful life of the Water Heater ends when Enercare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater. For greater certainty, you do not have any right to subsequently request a different water heater than the one you rent from us under this Agreement.

3. Our Obligation to You. Our obligation to you is to service and repair the Water Heater with no service charges or parts replacement charges except in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose, including non- residential purposes;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, Enercare determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements;
- e) where re-setting is required due to FVIR “lock-out” as described below under “Customer Advisory”;
- f) if you fail to maintain the Water Heater in accordance with the requirements set out below under “Customer Obligations - Safety”;
- g) for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or
- h) if you fail to notify us as described below under “Customer Obligations - Duty to Maintain”.

Should you require assistance, our 24-hour per day, 7 days per week emergency phone number is **1-844-enercare**. Should we update this phone number, the updated number can be found on the Enercare website at www.enercare.ca.

4. Customer Obligations. In return for fulfilling our obligations to you, you agree that:

- a) **Rental Charges** – The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Water Heater is installed or, if you purchased the premises after the Water Heater was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.
- b) **Payment of Charges** – You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non- sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.

Late Payment Charges on your Enbridge Gas Distribution (“EGD”) Bill (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment

charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB- approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

c) Access – You will provide us with timely access to the Water Heater whenever required by us to perform our obligations or exercise our rights under this Agreement.

d) Safety – You will use the Water Heater safely and responsibly. In particular, you will:

- i) maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater;
- ii) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater;
- iii) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
- iv) provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
- v) inspect the area around the Water Heater on a regular basis for any sign of water leakage;
- vi) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage;
- vii) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective;
- viii) if the Water Heater is gas-fired, ensure that the vents and openings for combustion air are kept clear and clean and otherwise well-maintained and there is adequate ventilation; and
- ix) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater.

e) Duty to Maintain – If the Water Heater is gas-fired, you are required, as the user of the Water Heater, under law to ensure that it is maintained in a safe operating condition [Ontario regulation 212/01 Section 15]. In the event that a service or repair is required please call **1-844-enercare**.

f) Ownership, Credit and Security Interest. You agree that:

- i) if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
- ii) during the term of this Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment or that it is owned by us;
- iii) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time to time during the term of this Agreement. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination - Termination by Us” will apply;
- iv) you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
- v) this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
- vi) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.

5. Sale of your Home – If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- a) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement;
- b) you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer;
- c) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- d) the transferee agrees in writing or by conduct to assume your

obligations under this Agreement; and

e) you have paid us all amounts owing under this Agreement. Unless and until these conditions are satisfied, or unless Enercare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

6. Customer Advisory. The Water Heater may be equipped with flammable vapour ignition resistant ("FVIR") technology. Enercare encourages you to read the Water Heater Use & Care Manual provided to you upon or after installation of the Water Heater. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to "lockout" the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR "lockout" is not covered by Enercare under this Agreement and, if applicable, you will be charged for both parts and labour at our then current rates.

7. Warranties and Liability.

a) **Warranties** – We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Water Heater, except as provided below. Subject to you carrying-out your obligations under this Agreement (including those under "Customer Obligations") and subject to the limitations set out under "Liability", we hereby warrant that the Water Heater will work and provide hot water, and will not leak or rupture, for the term of this Agreement, reasonable wear and tear excepted. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater, including whether the Water Heater is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.

b) **Liability** – Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.

c) **Indemnity** – You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason.

d) **Insurance** – During the term of this Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

8. Personal Information About You. We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Water Heater or otherwise in accordance with our Privacy Policy which is available at enercare.ca/privacy-policy or can be obtained from our Privacy Officer. In light of this, you hereby (i) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you) in accordance with the terms of our Privacy Policy, you may opt out at any time by contacting our Privacy Officer using the information below; (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy; and (iii) if your Water Heater is billed by your gas utility, you authorize your gas utility to provide us with any information about your Water Heater, including charges and payment information. We may record our telephone conversation with you and disclose the recordings to achieve the purposes set out in this section.

You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or

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to request that your personal information be revised or removed from our promotional list by telephone at 416-649-1862, e-mail at privacy@enercare.ca, or mail at: Privacy Officer, Enercare Inc., 7400 Birchmount Rd., Markham, ON L3R 5V4.

9. Termination

Termination by Us – If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under "Termination – Termination by You". You agree to pay the buyout price when invoiced by us.

Termination by You – Your sole method of terminating this Agreement prior to the end of the useful life of the Water Heater is to purchase the Water Heater. You may purchase the Water Heater at any time for a buyout price that reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an Enercare Rental Specialist at **1-877-334-1846**. You may exercise your buyout option by notifying us in writing or by calling an Enercare Rental Specialist at **1-877-334-1846**.

When you exercise your buyout option, you accept the Water Heater in an "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Water Heater and, as set out more particularly below in the section called "End of this Agreement", you will have no further obligation to pay rent and we will have no further obligation to you.

10. End of this Agreement. At the end of this Agreement (for whatever reason):

a) **Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water heater), unless we mutually agree at the time and enter into a new water heater rental agreement.

b) **Replacement** – Enercare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting, and/or electrical services.

c) **Removal and Disposal** – if the Water Heater has reached the end of its useful life and we are not installing a replacement Water Heater, you shall at such time own the Water Heater, and if you wish for us to disconnect and/or dispose of the Water Heater, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.

d) **No Further Obligations** – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

11. Assignments. We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent (see the section called "Sale of your Home").

12. Invalidity of Provision. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

14. Entire Agreement and Amendments. You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law in which case you will have the option to not accept such amendment and retain this Agreement unchanged.

15. How to Contact Us. You may contact us as follows:

Enercare Home Services
7400 Birchmount Road
Markham, Ontario L3R 5V4
Attention: "Rental Administration"
1-844-enercare (1-844-363-7227)
Visit us at enercare.ca

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Lot #: SV PH1 A02

Purchaser: Joseph Weng

Purchaser: Hong Weng

Date: January 11th, 2025