

2025 01G 0491
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985 c. C- 36 as Amended (the "CCAA")

AND IN THE MATTER OF an application of Karwood Contracting Ltd., Karwood Engineering Ltd., Karwood Design Group Ltd., and Karwood Ontario Ltd. (the "Applicants")

NOTICE OF MOTION

SUMMARY OF CURRENT DOCUMENT	
Court File Number:	2025 01G 0491
Date of Filing of Document:	25 February 2025
Name of Filing Party or Person:	Applicants
Application to which Documents Being Filed Relates:	Notice of Motion filed by the Applicants
Statement of Purpose of Filing:	To support the Applicants' motion for approval for a sale of property
Court Sub-File Number, if any:	N/A

I, **GREGORY HUSSEY**, of Paradise, Newfoundland and Labrador, **MAKE OATH AND SAY THAT:**

1. I am the President and a Director of the Applicants, and as such I have direct knowledge of the Applicants' business and financial affairs.

2. This Affidavit is sworn in support of the Applicants' Motion, which I have reviewed. The facts contained therein are true to the best of my knowledge, information, and belief. Where the information provided herein is not based on my direct knowledge, I have indicated the third-party source for that information.

3. As set out in their Motion, the Applicants seek approval for the sale of a property subject to an Agreement of Purchase and Sale dated 19 June 2023 (the "**APS**"), i.e. prior to the Applicants' CCAA filing. The property in question is located at 55 Silver Birch Crescent in Paradise, NL. The APS pertaining to the proposed sale is attached hereto as **Confidential Exhibit "A"**.

4. The parties to the APS are Karwood Contracting Ltd. (Vendor) and Kate Tobin and Adam Squires (Purchaser). The proposed purchase price as set out in the APS reflects fair market value. It is the Applicants' position, which I understand to be supported by the Monitor, that the approval of the proposed sale is in the best interests of all stakeholders.



COUNTER OFFER

For Use By Members of the Newfoundland and Labrador Association of REALTORS[®] Inc.



Attached to and forming part of the Agreement of Purchase & Sale between

Seller(s) Karwood Contracting and

Buyer(s) Kate Tobin and Adam Squires

on the property known as 55 Silver Birch Crescent Paradise NL A1L 4H3

in the Province of Newfoundland & Labrador, dated June 17 2023

The Seller accepts the attached offer and all its terms and conditions subject to the following amendments, exceptions and/or additions:

1. Price is \$388,900.
2. Line 3 of Builders Schedule C should be Builders non refundable deposit is 5% of purchase price \$19,245, due 48 hrs after receiving approval of finance letter
3. Purchasers acknowledges that the property will have a temporary water booster pump installed
4. Main unit will have 125amp service, apt will have 100 Amp service
5. Double paved driveway
6. Survey, standard features sheet, floor plan attached, please initial
7. Closing date to be Jan 12/2024
8. As per Clause 12 of Schedule C - We will provide the survey & RFR that we have in our possession. (Delete item 2 of clause 16 of the Agreement of Purchase and Sale)

9. VENDOR TO INCLUDE SOME LANDSCAPING 4 STEPS FROM THE BACKDRIVE IN RECHASE PRICE

10. RECHASER WILL BE ADDING A HIRA TO FBR.

11. ~~PURCHASER WOULD LIKE CABINETS UPGRADED TO WHITE INCLUDED IN FBR~~

~~PAID SERVICE.~~

(Handwritten initials)

(Handwritten initials)

(Handwritten initials)

This Counter Offer shall be irrevocable by the Seller(s) until 6/19/2023 on the 19 day of June

after which time, if not accepted by the Buyer and a copy delivered to the Seller or his Broker, this Counter Offer shall be null and void and all deposit monies shall be returned to the Buyer(s) without interest. If this Counter Offer is accepted by the Buyer(s), the Seller(s) hereby agrees to pay the Broker a commission as per listing agreement for having procured this agreement, said Commission and HST to be deducted from the deposit. In consideration of the Broker procuring this Agreement the Seller(s) hereby irrevocably assigns to, and instructs his solicitor to pay direct to, the said Broker, any unpaid balance of commissions and HST from the proceeds of the sale, and further instructs the Broker to remit any balance of monies (if any) to the Seller(s) solicitor herein.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date 6/19/2023

Witness Initials *(Handwritten initials)*

Buyer's Initials *(Handwritten initials)*

Witness Initials

Seller's Initials *(Handwritten initials)*



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COUNTER OFFER

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I hereby accept the above Counter Offer,
I acknowledge having read and received a copy of this Agreement at time of signing.

Dated at PARADISE at 8:30 this 19 day of JUNE 2023

Witness [Signature]
Witness [Signature]

Buyer Kate Tobin
Buyer [Signature]
Kate Tobin and Adam Squires

I hereby reject the Counter Offer to purchase on the above terms and conditions.

Dated at _____ at _____ this _____ day of _____

Witness _____
Witness _____

Buyer _____
Buyer _____
Kate Tobin and Adam Squires

I acknowledge having read and received a copy of this Agreement at time of signing.

Dated at _____ at _____ this 6/19/2023 day of _____

Witness _____
Witness _____

Sold/signed by [Signature]
Seller: Karwood Contracting
Seller





AGREEMENT OF PURCHASE & SALE
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Agency has been explained to me and an Agency Disclosure/Acknowledgement form has been given to me. With respect to this offer to purchase and subsequent dealings between the Buyer and the Seller on the below noted Property the selling Broker gives notice of the following agency relationship.

Sub-Agency Buyer Agency _____ Dual Agency _____ Acknowledged SELLER: [Signature]

I/We Kate Tobin Adam Squires of Paradise NL A1L 4H3
(Municipality, Province, etc.),

hereinafter called the "Buyer(s)" having inspected the Property known civically as:

55 Silver Birch Paradise NL A1L 4H3

in the Province of Newfoundland & Labrador (hereinafter called the Property) offer to purchase the property from:

Karwood Contracting hereinafter called the "Seller(s)"

through the Seller's/Buyer's Brokers Hanlon Realty and Atlantic Team Realty

at the price of \$ 379,900.00 Three Hundred Seventy-Nine Thousand Nine Hundred

of lawful money of Canada, upon the following terms & conditions, payable as follows:

\$ 1,000.00 by cash/cheque/EFT to the Broker or Broker's representative for the Seller within 48 hours of the acceptance of this Agreement of Purchase & Sale as a deposit to be held in trust by such Broker pending completion or other termination. Failure of the Buyer to deliver the deposit within 48 hours of acceptance of this Agreement of Purchase & Sale shall render this Agreement null and void and there shall be no further obligation on the part of either party, and; the remaining amount of:

\$ 378,900.00 as follows: \$ 5,000.00 as down payment on the Closing Date, and the balance by:
Subject to First Mortgage

On the following terms and conditions:

1. Provided the title is good and free from all encumbrances except as aforesaid, and except as to any registered restrictions or covenants that run with the land.
2. Insurance, Rentals, Mortgage Interest, Taxes, Water Rates & Fuel, to be apportioned and allowed to date herein fixed for completion of the sale
3. It is a condition of this sale that if the Buyer requires financing for this transaction, the Buyer shall obtain approval for such financing on or before 11:59 PM on the 30 day of June 2023. The Seller or his Broker shall receive written notice of the approval of such financing within the time specified. If the Seller or Broker shall fail to receive such written notice within the time aforesaid this agreement shall be null and void and of no force and effect.
4. If this Purchase & Sale is subject to the Buyer obtaining any permits, such permits shall be obtained by the Buyer on or before 11:59PM on the N/A day of _____ . Written notice of receipt of such permits shall be given to the Seller within the time specified. If such permits are not received by the Buyer and such written notice thereof given within the time aforesaid, then this Agreement shall be void and of no effect.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date: JUNE 17/23

Witness Initials: [Signature]

Buyer's Initials: [Signature]

Witness Initials: _____

Seller's Initials: R.O.



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AGREEMENT OF PURCHASE & SALE

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Address: 55 Silver Birch Paradise NL A1L 4B3

5. Vacant possession to be given by the Seller on or before the 14 day of December 2023
This transaction of Purchase & Sale shall be completed on or before the 14 day of December 2023
6. This offer, when accepted, shall constitute a binding contract of Purchase & Sale, and time shall in all respects be of the essence hereof.
7. ~~The Seller agrees to release the Buyer's deposit should the transaction be unable to be completed because of a failure to satisfy a condition of this Agreement, provided that the Buyer provides the Seller with written proof of the Buyer's reason(s) for the failure to satisfy such condition(s) of this Agreement. With the exception of the foregoing provision only, the Buyer is to forfeit the deposit unless he completes as agreed herein.~~
8. This offer and its acceptance to be read with all changes of gender or number required by the context.
9. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective Heirs, Executors, Administrators, Successors and Assigns.
10. I agree to buy on the above terms, and I understand that this offer shall not constitute a binding Agreement of Sale until signed by the Seller.
11. All buildings and equipment upon the real property shall be and remain at the risk of the Seller until closing. Pending completion of sale, the Seller will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear.
12. The Seller warrants that there are no outstanding work orders on the property and shall supply written confirmation from the Municipality if requested by the Buyer.
13. The following leased or rented equipment or fixtures are located on the property, and shall be assumed by the Buyer, or paid out by the Seller as listed below:

Assumed by Buyer

N/A

Paid out by Seller

Buyer's Initials

KT

Seller's Initials

AS

14. The Buyer(s) hereby consent to the collection, use and disclosure of personal information by the Broker and by other members of the MLS® Service of the Newfoundland and Labrador Association of REALTORS® for such purposes that relate to the real estate services provided by the Broker and the Association to the Buyer(s) included, but not limited to:
 - a. locating, assessing and qualifying properties for the Buyer(s);
 - b. advertising on behalf of the Buyer(s);
 - c. providing information as needed to third parties retained by the Buyer(s) to assist in a transaction (e.g. financial institutions, building inspectors, etc.); and
 - d. such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.
15. The Buyer(s) agree that the sale and related information regarding any property purchased by them (through the Broker) may be retained and disclosed by the Broker and/or Association for reporting, appraisal, and statistical purposes.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date:

JUNE 17/23

Witness Initials:

[Signature]

Buyer's Initials

KT

Witness Initials:

Seller's Initials

AS



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AGREEMENT OF PURCHASE & SALE
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Address: 55 Silver Birch Paradise NL A1L 4B3

16. The following terms and conditions, as per the attached forms, shall form part of this Agreement of Purchase and Sale.
- Builders Agreement Attached
 - Vendor to Provide a Survey & Real Property Report Acceptable to Purchasers Lawyer
 - Subject to a deficiency Walkthrough 48 Hours Prior to Closing.
 - Subject to Final Walkthrough on Day of Closing to ensure that all items have been addressed.

17. A Home Inspection Report Addendum does, does not form part of this Agreement of Purchase & Sale.

This offer shall be open for acceptance by you until 4:00pm on the 19 day of June 2023
am/pm (Month) (Year)
after which time if not accepted it shall be null void and the deposit shall be returned as soon as it is practicable.

I acknowledge having read and received a copy of this agreement at the time of signing.

Dated at St. John's at 17 this 17 day of June 2023
(Municipality, Province, State, etc) (AM/PM) (Month) (Year)

Witness [Signature]

Witness [Signature]

Buyer [Signature] Kate Tobin

Buyer [Signature] Adam Squires

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date: June 17/23 Witness Initials: [Signature] Buyer's Initials: [Signature]

Witness Initials: _____ Seller's Initials: [Signature]



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AGREEMENT OF PURCHASE & SALE
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Address: 55 Silver Birch

Paradise

Page 4 of 4

NL A11 4B3

Seller to sign one of the three sections below

I hereby accept the above offer and agree to sell on the above terms.

I agree to pay the Broker, Hanlon Realty, a commission as per Listing Agreement, for having procured this Offer, said commissions and HST to be deducted from the deposit, and in consideration of the Broker having procured this Offer, I hereby assign to, and irrevocably instruct my solicitor to pay direct to the said Broker, any unpaid balance of commission and HST from the proceeds of the sale and further instruct the Broker to remit any balance of moneys to my solicitor herein. I acknowledge having read and received a copy of this agreement at the time of signing. The Listing Broker shall pay all Selling Broker's commission out of commissions received by him.

Dated at _____ at _____ this _____ day of _____
(Municipality, Province, etc.) (AM/PM) (Month) (Year)

Witness _____ Seller _____

Witness _____ Seller _____

Buyer(s) Lawyer _____ Seller(s) Lawyer _____

I hereby accept the above offer and all its terms and conditions, subject to the amendments, exceptions and/or additions set out in the Counter Offer attached hereto.

Paradise

Dated at _____ at _____ this 6/19/2023 day of _____
(Municipality, Province, etc.) (AM/PM) (Month) (Year)

DocuSigned by:
[Signature]
Seller 20411344476

Witness _____ Seller _____

Witness _____ Seller _____

I hereby reject the above offer to sell on the above terms and conditions.

Dated at _____ at _____ this _____ day of _____
(Municipality, Province, etc.) (AM/PM) (Month) (Year)

Witness _____ Seller _____

Witness _____ Seller _____





AGREEMENT OF PURCHASE & SALE
(For Use by Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Address: 55 Silver Birch Paradise NL A1L 4B3 Page 4 of 4

Seller to sign one of the three sections below

I hereby accept the above offer and agree to sell on the above terms.

I agree to pay the Broker, Sanion Realty, a commission as per Listing Agreement, for having procured this Offer, said commissions and HST to be deducted from the deposit, and in consideration of the Broker having procured this Offer, I hereby assign to, and irrevocably instruct my solicitor to pay direct to the said Broker, any unpaid balance of commission and HST from the proceeds of the sale and further instruct the Broker to remit any balance of monies to my solicitor herein. I acknowledge having read and received a copy of this agreement at the time of signing. The Listing Broker shall pay all Selling Broker's commission out of commissions received by him.

Dated at _____ at _____ this _____ day of _____
(Municipality, Province, etc) (AM/PM) (Month) (Year)

Witness _____ Seller _____
 Witness _____ Seller _____
 Buyer(s) Lawyer _____ Seller(s) Lawyer _____

I hereby accept the above offer and all its terms and conditions, subject to the amendments, exceptions and/or additions set out in the Counter Offer attached hereto.

Paradise

Dated at _____ at _____ this 6/19/2023 day of _____
(Municipality, Province, etc) (AM/PM) (Month) (Year)

Witness _____
 Witness _____

DocuSigned by:
[Signature]
 Seller

I hereby reject the above offer to sell on the above terms and conditions.

Dated at _____ at _____ this _____ day of _____
(Municipality, Province, etc) (AM/PM) (Month) (Year)

Witness _____ Seller _____
 Witness _____ Seller _____





Schedule "C"

Contractor's Agreement

Attached to and forming part of the Agreement of Purchase and Sale between KATE TOBIN
ADAM SWIDZE (The "Purchaser") and Karwood Contracting Ltd. (The "Vendor") of
the property, civically known as, 55 SILVER BIRCH CR, PARADISE in the province of
Newfoundland and Labrador

1. In case of discrepancy, this schedule will supersede any other documents forming part of this agreement.
2. The following documents form part of this agreement:
 - 2.1. Karwood Standard Features (Initialed & Dated)
 - 2.2. Project Drawings (Initialed & Dated)
 - 2.3. Price Quotation (Initialed & Dated)
 - 2.4. Legal Survey (Initialed & Dated)

3. Payments

3.1. Initial payment of \$ 1000⁰⁰. The initial payment is due on signing of this agreement and will be applied toward the purchase price on closing. This payment is non-refundable as it covers costs unique to each purchaser. These items include project setup, web access, client meetings and Design Center setup.

3.2. Karwood Contracting Ltd. acknowledges the receipt of the \$ 1000⁰⁰
Previously paid deposit to ATLANTIC TRUST REALTY. This deposit now forms part of the non-refundable initial payment in clause 3.1

3.3. Balance of contract amount plus or minus change orders to be paid on closing

I have read and understand all the information presented on this page and have asked my sales representative to explain any conditions I do not fully understand.

Purchaser Initials: KT AS Date: June 17/23 Vendor Initials: R.A. Date: _____ Witness: _____

6/19/2023



Schedule "C"

4. Karwood Design Studio

4.1. All Purchaser selections and approval documents that are made through the Karwood Design Studio must be approved by the purchaser(s) through the online selection sheet.

5. Approval Documents

- 5.1 Selected through the Karwood Design Studio
- 5.2. Site personnel will not accept requests for changes
- 5.3. Approval Documents may extend the contract closing date.
- 5.4. Vendor reserves the right not to carry out unsigned approval documents
- 5.5. Vendor reserves the right not to carry out approval documents that are beyond the normal time of installation.
- 5.6. Purchase price to be adjusted accordingly to account for change in costs.

6. Site access

- 6.1. Due to workplace health & safety as well as insurance requirements, no unsupervised site visits are permitted by Purchasers or their designates.
- 6.2. A Vendor representative must accompany the Purchaser and/or their designates on all site visits.
- 6.3. Safety program must be followed by all visiting parties and all appropriate safety equipment must be worn.
- 6.4. Purchasers shall indemnify and save harmless Vendor or any subcontractors from any responsibility for any injury received while visiting the Construction Site.

I have read and understand all the information presented on this page and have asked my sales representative to explain any conditions I do not fully understand.

Purchaser Initials: KT AB Date: June 17/23 Vendor Initials: K.A. Date: 6/19/2023 Witness: _____

SK



Schedule "C"

6.5. Children under the age of 16 are NOT permitted on the Construct Site under any circumstances.

6.6. Minimum of 24 hours notice is required to schedule a site visit.

6.7. Vendor reserves the right to limit the number of site visits to prevent delays to the schedule and interference to work in progress.

7. Closing date is approximate. Exact closing is dependent on many factors, including but not limited to; client selections, material availability, labor availability, and weather.

8. Closing date shall be the latter of six months from the date the building permit is issued by the municipality or the date that all selections are completed and signed off by the Purchaser. Notwithstanding the preceding sentence, in the event an occupancy permit is issued prior to the expiry of the six month period noted in the previous paragraph then the closing date shall be the day following the issuance of the occupancy permit.

9. In the event of conflicts in the Contract Documents the following order of importance shall be given:

9.1. Approval Documents

9.2. Design Studio Selections

9.3. Real Estate Agreement of Purchase and Sale

9.4. Drawings

9.4.1 Drawing General Notes

9.4.2 Sections & Details (Project Drawings)

9.4.3. Floor Plans (Project Drawings)

9.4.4. Foundation Plan (Project Drawings)

I have read and understand all the information presented on this page and have asked my sales representative to explain any conditions I do not fully understand.

Purchaser Initials: LT AB

Date: June 17/23

Vendor Initials: RO

Date: 6/19/2023

Witness: _____





Schedule "C"

- 9.4.5. Roof Plan (Project Drawings)
- 9.4.6. Elevations (Project Drawings)
- 9.4.7. Site Plan (Project Drawings)
- 9.4.8. Standard Features Sheet
- 9.4.9. Not all contracts have all the documents listed.

10. All agreements, notes, quotes, verbal agreements, discussions, etc. that occurred before the signing of this agreement are now considered null and void and this agreement contains all of the terms of the agreement between the Purchaser and Vendor.

11. Vendor reserves the right to change any part of the contract documents or Purchaser selections to meet the requirements of the National Building Code of Canada or that of the building inspectors having jurisdiction.

12. Vendor shall provide survey & real property report in their possession only.

13. This Agreement of Purchase and Sale is subject to the Vendor confirming to the Purchaser or the Purchaser's Agent in writing the contract price on or before the footings are placed for the dwelling. If no written confirmation of the contract price is issued by the Vendor on or before the placement of footings for the dwelling the Purchase Price referenced hereinbefore shall be deemed to be the contract price. If written notification of an increase in the contract price is issued with which the Purchaser is not satisfied then this Agreement of Purchase and Sale shall be void and of no effect. Upon receipt of the written notice of the increased contract price from the Vendor the Purchaser must acknowledge in writing within 72 hours their

I have read and understand all the information presented on this page and have asked my sales representative to explain any conditions I do not fully understand

Purchaser Initials: KTB Date: June 11 2023 Vendor Initials: R.A Date: 6/19/2023 Witness: _____





Schedule "C"

agreement with the increase in price, and failure to do so renders this Agreement of Purchase and Sale void and of no effect with the Vendor returning the Purchaser's deposit and/or initial payment.

14. All mechanics liens to be in accordance of the Mechanics Lien Act, R.S.N. Chapter M-3 and held in trust by the Vendor's lawyer for the Vendor. Funds to be held in trust on instructions to release the same to the Vendor on the day following the expiration of the statutory period provided that no valid mechanics liens are registered against the property. In the event the Purchaser's lawyer fails to provide written consent either to release the lien or confirm a lien has been registered then the Vendor's solicitor shall be permitted to release the lien holdback.

15. The Vendor and Purchaser agree that on the date of closing, if there are items that are not completed the Purchaser hereby covenants and agrees to complete the purchase of the property on the closing date, without holdback of any portion of the purchase price in respect of these uncompleted items and to either (at the Vendor's discretion)

15.1. Extend the closing date to allow for the completion of all outstanding items.

15.2. The Vendor may provide, a credit on closing for the value of the uncompleted work, the Purchaser shall be solely responsible to complete the identified items.

15.3. Accept from the Vendor, its letter of undertaking identifying the uncompleted items and its undertaking to complete the items in a time that would be reasonably determined by the Vendor in light of seasonal weather and ground conditions, or trade and material availability.

The signed pre-delivery inspection form to be considered as the binding letter of undertaking

16. Warranty

16.1. Contract covered under the Atlantic Home Warranty 10 year program

I have read and understand all the information presented on this page and have asked my sales representative to explain any conditions I do not fully understand

Purchaser Initials: LT/H Date: June 17/23 Vendor Initials: R.A. Date: 6/19/2023 Witness: _____





Schedule "C"

16.2. Other than items listed below, warranty items will be addressed one time after 12 months of occupancy.

Leaks

Electrical Shorts

Exterior door lock malfunctions

16.3 As per manufacturer's specifications exterior doors are not guaranteed against leakage (air, water, snow, etc) in winds above 60km/hr. It is also common for light to shine through the seal around doors giving the appearance of a gap. This is normal for exterior doors and as long as the sealing strip is in contact with the door, the door is seated properly.

16.4. In the event of a dispute between the Vendor and Purchaser, the conciliation services offered by the Atlantic Home Warranty Program shall be used. The decision of the Warranty shall be binding on both parties.

17. The Vendor shall not be responsible for deviations from the plans or specifications due to site conditions beyond its control. Purchasers shall be notified of any deviations that are necessary.

18. Contact Information

VENDOR Karwood Contracting Limited
1108 Kenmount Road Suite 203
Paradise, NL A1L 1N3
Ph: 709.782.7707 Fax: 709.782.7708
Email: info@karwood.com

I have read and understand all the information presented on this page and have asked my sales representative to explain any conditions I do not fully understand.

Purchaser Initials: LM Date: June 17/23 Vendor Initials: R.A. Date: 6/19/2023 Witness: _____



Schedule "C"

PURCHASER Name(s) KATE TOBIN & ADAM SQUIRES

Address 55 SILVER BIRCH CRES
PARADISE, NJ 07653

Phone KATES 709 775-9336

Alt. Phone ADAM 709 746-6529

Email KRTOBIN@MUNICPA

Email ADAMSQUIRES55@GMAIL.COM

SIGNATURES

Vendor

Digitally signed by Frank Lee
 DN: cn=Frank Lee, o=Kerwood

Witness

Purchaser(s)

Kate Tobin Adam Squires

I have read and understand all the information presented on this page and have asked my sales representative to explain any conditions I do not fully understand.

Purchaser Initials: KT AS Date: June 17/23 Vendor Initials: R.O Date: 6/19/2023 Witness: _____

Smart Series



Our fully integrated in-house Design Studio offers unmatched choice and expertise. Think of it as one-stop shopping with expert guidance. Our clients have secure accounts on karwood.com for all drawings, documents and communication. The Design Studio is available for your selections up until the cut-off date given to you by the Design Studio Coordinator. We also pride ourselves on our three client walk-throughs at the rough-in, drywall, and pre-delivery stages, and our Platinum 10 Year Atlantic Home Warranty certification.

Excavation/Landscaping

- Standard excavation and backfill
- Basement grading and pony walls to be determined on site by contractor
- Single car asphalt driveway
- Front & side yard landscaping

Basement

- Concrete foundations walls and footings
- Foundation coating/dampproofing
- 4" weeping tile and stone around perimeter
- Two basement windows
- Galvanized metal window wells (if required)
- Exterior walls insulated to meet min. requirements

Main Level - Floors

- Floor joists as per National Building Code
- 5/8" OSB floor sheathing (nailed and glued)

Main Level - Walls

- 2" x 6" exterior wood frame walls (24" O.C.)
- R-20 insulation
- 7/16" OSB wall sheathing
- Breathable building paper
- Vinyl siding (builder's standard colors)

Main Level - Roof/Ceiling

- Shingles (IKO - Cambridge - Lifetime Limited Warranty)
- 7/16" OSB roof sheathing c/w H-clips
- Pre-manufactured wood truss

- Insulated attic access hatch
- R-50 blown in cellulose insulation

Windows and Doors

- Casement or single hung windows (as per plan)
- Casement with multi-point locks
- One operable window per room
- 36" vinyl clad insulated steel exterior doors
- Exterior door knobs complete with deadbolts
- Interior French door (if applicable)
- Satin Chrome hardware
- Privacy locks on all washrooms and master bedroom
- Low expansion foam around windows and exterior doors

Interior Features

- Two interior wall colours (Benjamin Moore)
- Interior doors, trim and ceiling are builder white
- Rounded drywall corners
- Garage interior taped
- 4 1/8" colonial baseboards
- 2 1/2" colonial window and door trims
- Standard wire closet shelving

Exterior Features

- 10x10 pressure treated rear patio deck
- Pressure treated steps at main entrance

DR
R.C.

AD

AB KT

Smart Series Standard Features

Mechanical/Electrical

- Two exterior electrical receptacles
- Two exterior frost free hose connections
- One exterior light at all exits
- Cable TV and telephone (six total)
- Rocker Switches as Standard Light Switches
- Heat recovery ventilation system, complete with kitchen and bathroom timers
- Electric baseboard heaters
- Switched receptacle in living room
- Dishwasher rough-in
- Microwave/range hood plug
- Washer/dryer rough-in in plastic housing
- 125 amp electrical panel
- 40 gallon hot water tank
- Fixtures as per builder samples

Notes:

All homes constructed to meet the standards set out by the National Building Code of Canada and the requirements of the local municipality. Additional requests can be accommodated at the Design Centre. Fees may apply. Specifications subject to change without notice.

Premium Standard Features

- Professionally staffed Design Studio
- Detailed construction drawings
- Detailed electrical plans
- Floor sheathing is nailed and glued
- Truss uplift detailing
- Homeowner information section at Karwood.com
- QA process (Master Builder)
- Approval documents through online selection process
- Atlantic Home Warranty
- Firm pricing before construction begins
- Raised heel roof trusses for more insulation
- Premium vinyl clad exterior doors
- 3 Detailed homeowner walk throughs
- Zero deficiency closings
- Dedicated closing coordinator

R.C.
K.T.
J.B. 

January 18, 2021



Job No. 12144-2

**CIVIC 55 SILVER BIRCH CRESCENT
MARKET RIDGE SUBDIVISION
PARADISE, NL**

ALL THAT piece or parcel of land, situate and being on the southern side of Silver Birch Crescent, in the Town of Paradise, in the Province of Newfoundland & Labrador, Canada, and being bounded and abuted as follows: THAT IS TO SAY, beginning at a point on the southern side of Silver Birch Crescent, said point having coordinates N 5 265 361.096 metres and E 115 688.676 metres of the Three Degree Modified Transverse Mercator Projection NAD - 83 for the Province of Newfoundland & Labrador, THENCE by Civic 53 S 29°41'59" E for a distance of 26.396 metres, THENCE by Civic 10 and by Civic 12 Foxglove Street S 60°18'01" W for a distance of 9.107 metres, THENCE by Civic 57 N 29°41'59" W for a distance of 26.396 metres, THENCE along the southern side of Silver Birch Crescent N 60°18'01" E for a distance of 9.107 metres, more or less, to the point of beginning and containing an area of 240 square metres, more or less, which land is more particularly shown on the plan hereto attached. All bearings being referred to the above mentioned projection. All linear measurements are horizontal ground distances.

This description and accompanying Plan # 12544-2 of Brown & Way Surveys, form an integral part of the returns and are not separable.

The powerline easements shown on the attached plan are more particularly described on Newfoundland Power Inc. Drawing No. 1-1375-31-230A, REV_C.

AS
RT







AGENCY DISCLOSURE ACKNOWLEDGEMENT

(For Use By Members of the Newfoundland and Labrador Association of REALTORS® INC.)



The difference between receiving information and services from a Broker and being represented by a Broker is the difference between being a customer and being a client.

AGENCY DISCLOSURE - Members of The Canadian Real Estate Association abide by a strict Code of Ethics and Standards of Business Practice, which serves to protect the buying and selling public alike. One of the ethical obligations embodied in the Code requires that the REALTORS® disclose who they are representing in a real estate transaction.

ARTICLE 3 - A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement of disclosure from, all parties to a transaction regarding the role and the nature of service that the REALTOR® will be providing to the client versus the customer or other party to the transaction. The REALTOR® shall also disclose his or her role to other REALTORS® involved in the transaction.

If you have any questions about the contents of this form contact your local real estate board/association or talk to the REALTOR® with whom you are dealing.

When working with a real estate broker in buying or selling real estate, it is important that you understand who the Broker is representing in the transaction.

Is the Broker representing the seller, the buyer, or both? Who is the Agent's client? Who is the customer?

The difference between **RECEIVING INFORMATION AND SERVICES FROM A BROKER** and **BEING REPRESENTED BY A BROKER** is the difference between being a **CUSTOMER** and being a **CLIENT**.

The person who is represented by a Broker is a **CLIENT**. The Broker owes the client the duties of utmost care, integrity, confidentiality and loyalty.

A **CUSTOMER**, on the other hand, receives valuable information and assistance from an Agent, but is not represented by that Agent.

Regardless of whom the Broker represents, however, the Broker is obliged to treat all parties to a transaction honestly and fairly. The Broker must:

- respond honestly and accurately to questions concerning the property
- disclose material facts which the Broker knows or reasonably ought to know about the property
- promptly present all offers to the seller
- market the property without regard to race, creed, sex, handicap, religion or national origin

SELLER'S BROKER - A SELLER'S BROKER represents the Seller - either as a LISTING BROKER under a listing agreement with the Seller OR by cooperating as a SUB AGENT, typically through the Multiple Listing Service®.

In dealing with prospective buyers (customers), a SELLER'S BROKER can provide a variety of information and services to assist the buyer in his/her decision-making, but the SELLER'S BROKER is not the Broker for the buyer.

BUYER'S BROKER - A BUYER'S BROKER represents the buyer, preferably pursuant to a Buyer Brokerage agreement. A BUYER'S AGENT'S primary allegiance is to the buyer.

DUAL BROKER - A DUAL BROKER acts on behalf of both the seller and the buyer in the same transaction. In other words, both the seller and the buyer are the Agent's clients.

A DUAL BROKER may not represent both parties without their informed consent and must ensure that the parties understand the possible effects of the dual representation, including, for example, that no information received in connection with the transaction can be treated as confidential unless an agreement in writing limiting the transfer of information exists.

ACKNOWLEDGEMENT - This form does not create an agency relationship. Its purpose is to ensure that all parties understand who is representing whom and to acknowledge that disclosure of this representation has occurred.

I have read and understand this form and acknowledge that:

(Name of Agent): <u>Steve Hodder</u>	(Firm Name): <u>Banlon Realty</u>
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Disclosed herein is representing:

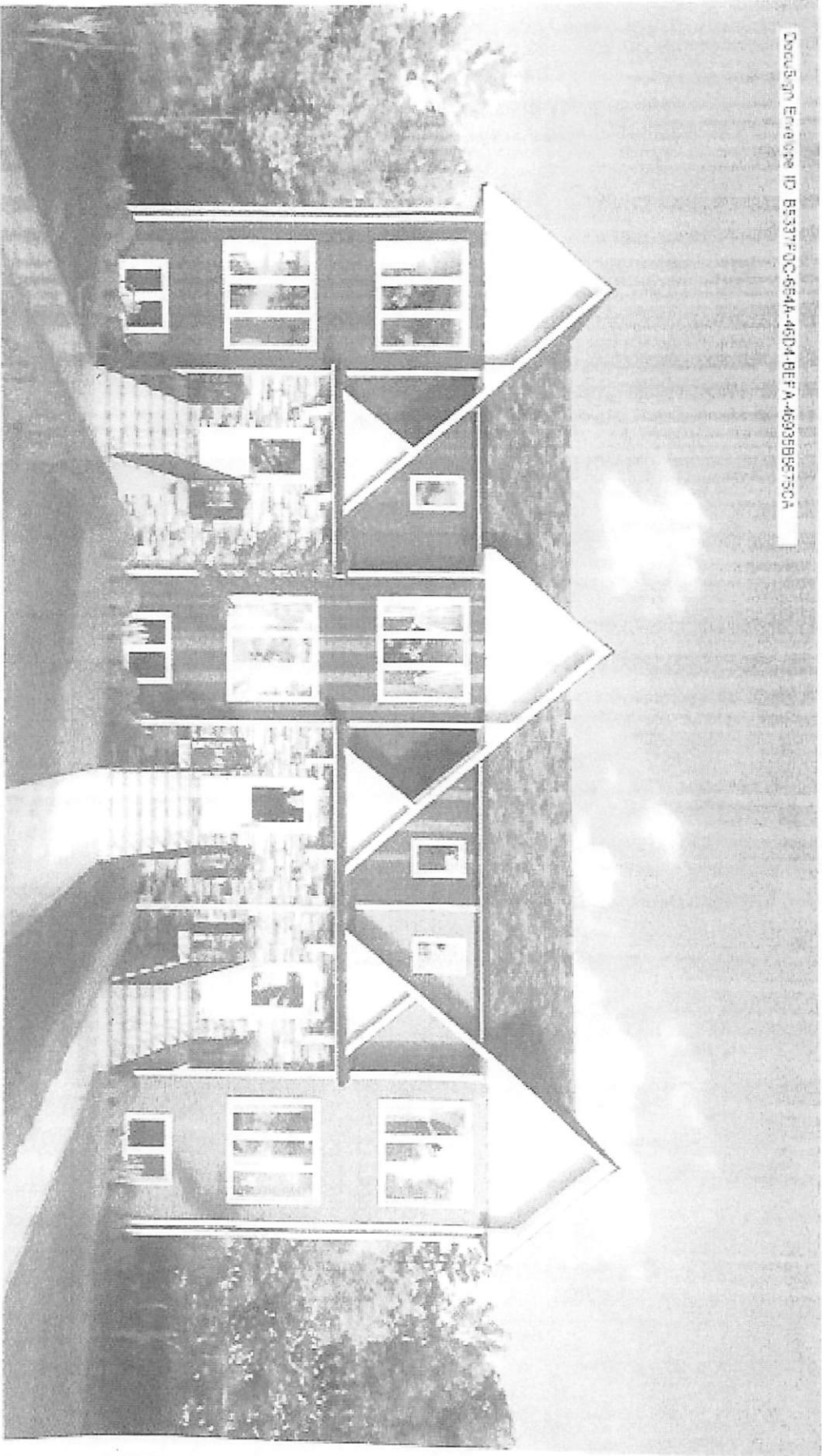
- Seller, as Listing Broker or Sub-Agent
 Buyer as Buyer's Broker
 Both Seller and Buyer, with the full knowledge and consent of all parties

Disclosed by: <u>Steve Hodder</u> Signature <u>Steve Hodder</u> Date: <u>6/19/2023</u>	Date: <u>June 17, 2023</u> Date	Seller: <u>[Signature]</u> Date: <u>June 17, 2023</u>	Buyer: <u>Adam Squires</u> Date: <u>June 17, 2023</u>
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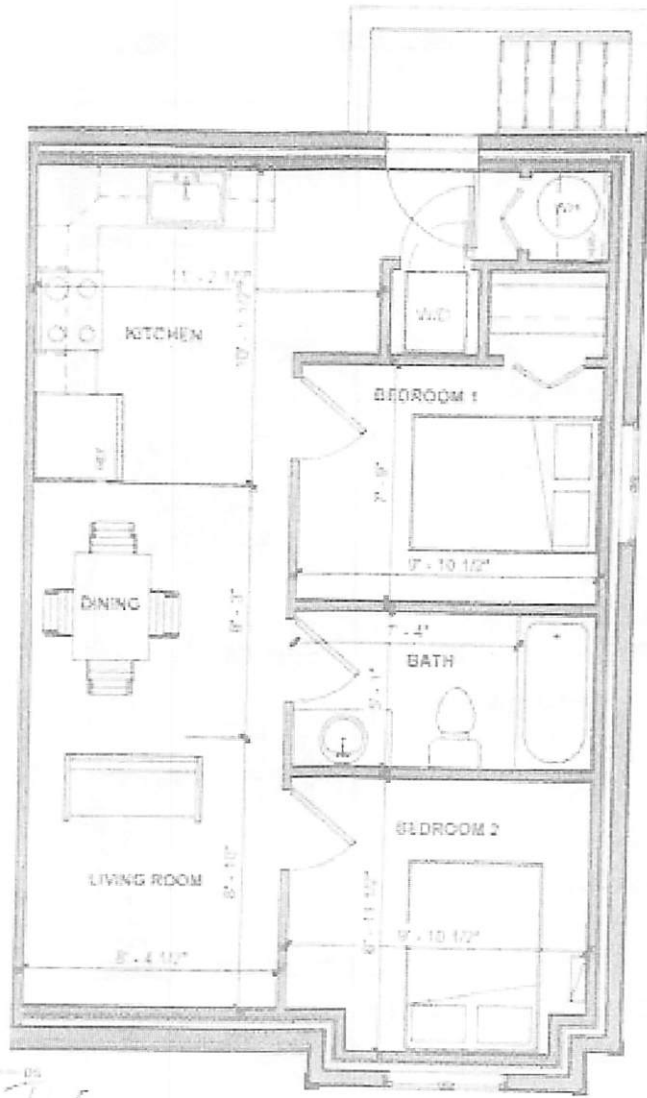


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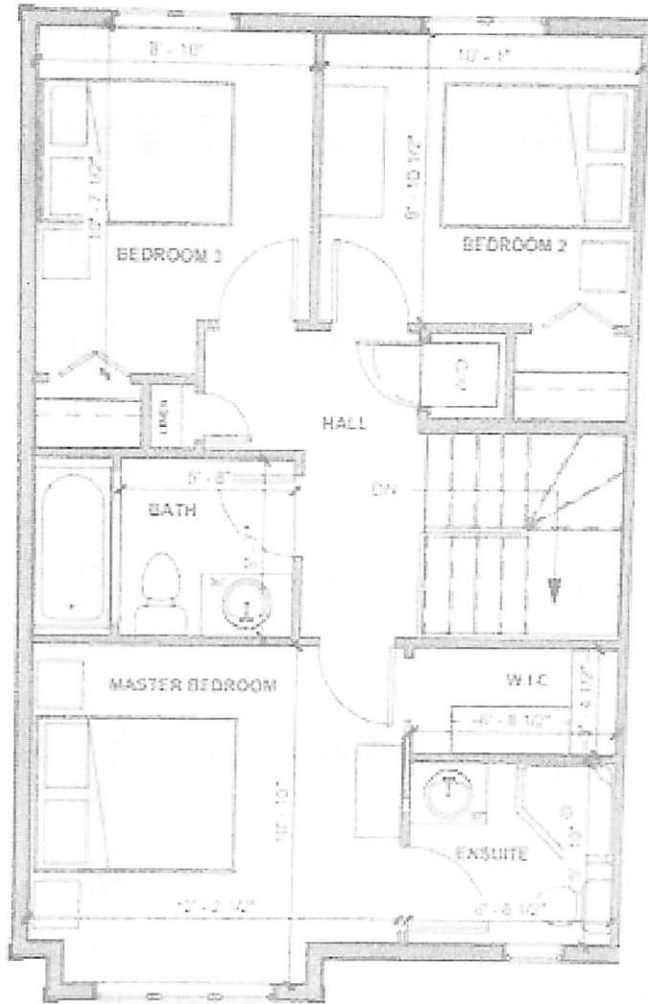


UNIT 2 FLOOR AREA = 602 SF

Handwritten initials: *LC*

Handwritten initials: *AB*

Handwritten initials: *AB*



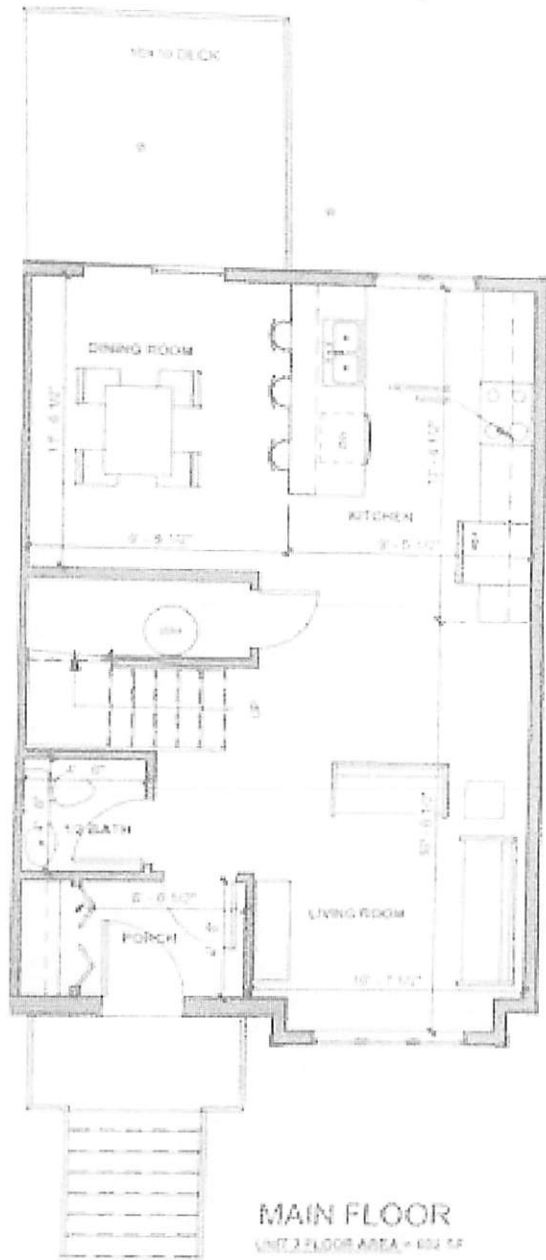
Handwritten initials/signature

SECOND FLOOR

ONE TELEPHONE AREA
BATH



KT



Handwritten initials: A circle containing 'B' and 'K-T' written below it.

Handwritten initials: 'L.C.' written inside a square box.

MAIN FLOOR
UNIT 2 FLOOR AREA = 402 SF



AMENDMENT
(For Use by Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Attached to and forming part of the accepted AGREEMENT OF PURCHASE & SALE between the undersigned parties hereto

REGARDING PROPERTY KNOWN AS 55 Silver Birch Cres Paradise NL A1L 4K3

BUYER(S) Kate Tobin and Adam Squires

SELLER(S) Karwood Contracting

DATE OF OFFER June 19 2023

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 & Sale and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein:

1. Closing date to be on or before Jan 7, 2025

IRREVOCABILITY: Where this Amendment is not signed by mutual consent of the parties and is proposed by one party to the other, it shall be deemed an irrevocable offer to amend the Agreement of Purchase and Sale and will remain valid until 5PM (AM/PM) on the 27 day of November 2024 after which time, if not accepted, this proposed Amendment to the Agreement of Purchase and Sale shall be deemed null and void and of no force and effect, and the Agreement of Purchase and Sale referenced herein shall remain in full force and effect as if this Amendment had not been proposed.

Dated at Paradise at 5:30 this 3 day of Dec 2024

Witness [Signature] Buyer Kate Tobin and Adam Squires

Witness [Signature] Buyer [Signature]

Dated at NL at [Signature] the 11/26/2024

Witness [Signature] Seller Karwood Contracting

Witness [Signature] Seller [Signature]

