

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

ON THE 5 DAY OF January, 20 20

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT: 22
LOT: 22 BLOCK:
50M-338 PLACE ST. THOMAS 3
CIVIC ADDRESS: 585 Strasbourg Street
PURCHASERS: Tammy Hamelin & Yvon Pinet

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: January 13, 2020

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

DELETE: PURCHASE PRICE: \$405,223.00
BALANCE AT CLOSING: \$385,223.00
LESS H.S.T. AMOUNT: \$382,676.96
SCHEDULE "G" DATED: January 5, 2020
TARION SCHEDULE "B" DATED: January 5, 2020

INSERT: 680 dated: February 29, 2020 in the amount of: \$5,036.78
NEW PURCHASE PRICE: \$410,259.78
NEW BALANCE AT CLOSING: \$390,259.78
NEW LESS H.S.T. AMOUNT: \$387,378.45
SCHEDULE "G" DATED: February 29, 2020
TARION SCHEDULE "B" DATED: February 29, 2020
SCHEDULE "W2" DATED: February 29, 2020

DATED at Embrun, ON this 29 day of February 20 20

In the presence of:

[Signature]
WITNESS

[Signature]
WITNESS

Tammy Hamelin
PURCHASER
Yvon Pinet
PURCHASER

DATED at Ottawa this 4 day of March 20 20

VALECRAFT HOMES (2019) LIMITED

Per: [Signature]

Name: Jennifer Blackmore

Title: Admin Coordinator

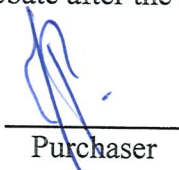
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "G"**HARMONIZED SALES TAX AND NEW HOUSING REBATE**

1. The parties acknowledge that as at the date of this Agreement, Harmonized Sales Tax ("HST") is applicable to this transaction pursuant to the Excise Tax Act (Canada) (the "**Legislation**") and that, the Purchaser may qualify for the GST/HST new housing rebate (as is authorized by the Legislation from time to time) (the "**New Housing Rebate**") in respect of this transaction.
2. The Purchaser is hereby advised that the Purchase Price listed in "Purchase Price" Section of this Agreement includes all HST and the New Housing Rebate applicable to this transaction (refer to maximum rebate allowance in Clause 8) as at the date this Agreement is signed by the parties. All sales taxes applicable to the transaction (including any applicable New Housing Rebate) will be calculated as of the closing of the subject transaction and will be applied in accordance with the Legislation. In the event that there is a change to the Legislation after the execution of this Agreement but prior to the closing of this transaction, the Vendor shall make all applicable adjustments to the sales taxes payable in this transaction in accordance with all applicable Legislation.
3. The Purchaser hereby irrevocably assigns to the Vendor the benefit of the New Housing Rebate, if applicable to this transaction.
4. The Purchaser hereby warrants and agrees that:
 - (a) The Real Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon closing and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place of residence prior to occupancy by the Purchaser;
 - (b) Purchaser will execute and deliver on closing such documents as the Vendor may require to confirm the warranties and agreements contained in this Schedule; and
 - (c) Purchaser will submit to the Vendor on closing, prior to or after closing at the Vendor's request, an application or applications in the manner and in the form prescribed containing prescribed information required by the Legislation for the New Housing Rebate
5. The Purchaser acknowledges that the Vendor has calculated the Purchase Price on the assumption that the New Housing Rebate will be applicable to this transaction. If for any reason the Purchaser does not qualify for the New Housing Rebate, then the Purchaser shall be fully responsible for paying to the Vendor the amount of such New Housing Rebate plus interest at the Bank of Montreal prime rate from the date the statement of adjustments is calculated plus any fees, penalties or damages imposed on the Vendor under the Legislation. For greater certainty, the Purchaser acknowledges that the New Housing Rebate described above is for individuals buying a new house or residential condominium as a primary place of residence for themselves or a relation. It does not include the rebate for HST which may be available to investors buying a new house or residential condominium as a rental property (the GST/HST "**New Residential Rental Property Rebate**"). If the Property is being purchased for investment purposes, the Purchaser will not qualify for the New Housing Rebate and the Purchaser shall be responsible for paying to the Vendor an amount equal to the New Housing Rebate which has been included in the Purchase Price hereunder. All Purchasers buying a new house or residential condominium as a rental property are responsible for applying for the New Residential Rental Property Rebate after the closing of the subject transaction.



Purchaser







Purchaser




Vendor

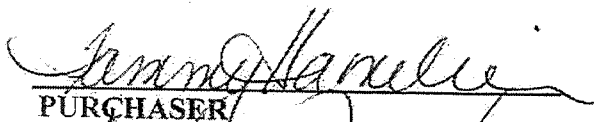
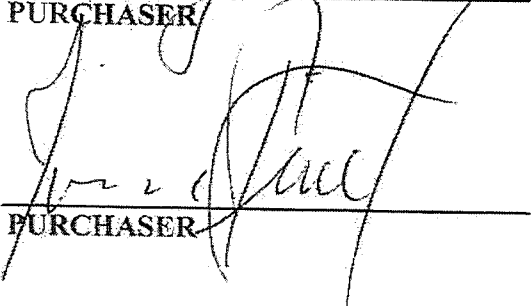
6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. The Purchaser acknowledges that the purchase of additional Extras following the date of execution of this Agreement may push the Purchase Price of the Real Property into a different sales tax category for the purposes of determining the amount of the New Housing Rebate, and that this may lower the amount of said New Housing Rebate applicable to the transaction. If a reduced New Housing Rebate is applicable under the Legislation due to the purchase of Extras following the date of execution of this Agreement, the Purchaser agrees to compensate the Vendor for the, amount by which the New Housing Rebate used to calculate the Purchase Price listed in the "Purchase Price" section herein exceeds the actual applicable New Housing Rebate, such amount to be credited to the Vendor as an adjustment on closing.

7.  The Parties acknowledge that for purposes of Land Transfer Tax, the total consideration to be inserted in the Transfer/Deed of Land for this transaction shall be the total Purchase Price including Extras excluding HST and the New Housing Rebate, namely the amount of ~~\$387,378.45~~ \$387,122.49. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.


8.    Due to maximum allowance of GST/HST Rebate, Purchaser acknowledges that an additional cost of ~~\$3,378.45~~ \$3,006.92 representing the difference between GST/HST actually payable on the transaction and GST/HST calculated at 5.2% shall be incurred and payable on closing.

9.  The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at Embrun this 29 day of February, 20 20


PURCHASER

PURCHASER

VALECRAFT HOMES (2019) LIMITED


PER:
March 4, 2020
DATE:

PROJECT: PLACE ST. THOMAS 3 LOT: 22

NON STANDARD EXTRAS (680)
Place St. Thomas - Phase 3

PURCHASERS: Tammy Hamelin and Yvon Pinet

Printed: 26-Feb-20 5:15 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
22		3	1015 THE MURRY ELEV C	29-Oct-20
ITEM	QTY	EXTRA CHARGE	PRICE	EXTENSION
20 17967	1	KITCHEN - Supply & Install Puck Lighting c/w False Bottom to Upper Kitchen Cabinetry (4 lights c/w 1 switch) + plug near top of cabinet (inside) Note: Kitchen as per Sketch dated February 26, 2020	\$ 989.00	Each
*21 90156 17968	1	GREAT ROOM - CERAMIC TILE - DELETE FIREPLACE HEARTH Note:	\$ 0.00	Each
*22 90157 17969	1	- DELETE ALL TOWEL BARS, TISSUE HOLDERS AND SOAP DISHES. Note:	\$ 0.00	Each
23 90826 17970	1	KITCHEN - CABINETRY - EXTEND FRIDGE UPPER TO APPROX. 2FT DEEP Note: - Level 1 Cabinetry	\$ 151.00	Each
24 17971	1	KITCHEN/DINETTE - DELETE ITEM #15 - Upgraded Laminate Countertop in Kitchen Note: DELETE ITEM #15	-\$1,636.00	Each
25 3097 17972	1	KITCHEN - COUNTERTOP - ADD OPTIONAL FLUSH SQUARED BREAKFAST BAR Note: - Standard Level Laminate Countertop - Kitchen as per Sketch dated February 26, 2020	\$ 957.00	Each
26 17973	1	KITCHEN/DINETTE - Clarification - No laminate countertop backsplash on extended cabinetry in Dinette. Laminate countertop to be installed straight to wall. *** THIS IS VALECRAFT'S STANDARD *** Note:		Each
27 17974	1	ENSUITE BATH - Clarification - No laminate countertop backsplash on Ensuite Bathroom vanity. Laminate countertop to be installed straight to wall. Note:	\$ 75.00	Each
28 17976	1	ENSUITE BATH - Ensuite Bathroom Vanity installed approximately centered between door wall & water closet. Note: Ensuite Bathroom as per Sketch dated February 26, 2020	\$ 162.00	Each
29 17987	1	MAIN BATHROOM - Supply & Install Upgraded Laminate Countertop in Main Bathroom Vanity. Note: - Single Vanity	\$ 80.00	Each
30 17975	1	MAIN BATHROOM - Clarification - No laminate countertop backsplash on Main Bathroom vanity. Laminate countertop to be installed straight to wall. Note:	\$ 75.00	Each
*31 17977	*1	FOYER - TILE - FLOOR - UPGRADE - BRONZE - - FOYER (1) - BRONZE Note: **INCLUDES LAUNDRY ROOM**	*\$ 615.00	Each

REPAIRED BY: Samar Merhi

LOCKED BY:

E 910-1

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Vendor Initials: AB

Purchaser Initials: [Signature]

March 4/2020

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 3

PURCHASERS: Tammy Hamelin and Yvon Pinet

Printed: 26-Feb-20 5:15 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
22		3	1015 THE MURRY ELEV C	29-Oct-20
ITEM QTY EXTRA / CHANGE PRICE INTERNAL USE				
*32	8	*1 - LAUNDRY ROOM - TILE - FLOOR - UPGRADE - BRONZE -- MUD / LAUNDRY ROOM (6) - BRONZE		*\$ 0.00 Each
17978	Note: **INCLUDED IN FOYER**			
33		1 - KITCHEN/DINETTE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 1/8" STAINED MAPLE - KITCHEN & DINETTE		\$ 518.00 Each
17979	Note: - 3 1/8" Stained Maple in Kitchen & Dinette			
*34	165	*1 - KITCHEN - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE		*\$ 75.00 Each
17980	Note: - KITCHEN ONLY - DO NOT INSTALL OVER CABINETRY IN DINETTE			
*35	164	*1 - KITCHEN - TILE - WALL - BACKSPLASH - INSTALLED STAGGERED - INSTALLATION ONLY - - KITCHEN -		*\$ 75.00 Each
17981	Note: - KITCHEN ONLY - DO NOT INSTALL OVER CABINETRY IN DINETTE			
*36	704	2 - - CERAMIC TILE - GROUT COLOR PER COLOUR		*\$ 110.00
17982	Note:			
37	97040	1 - - RAILING - OAK TRADITIONAL POSTS, COLONIAL HANDRAILS & TRADITIONAL SPINDLES		\$ 440.00 Each
17983	Note:			
38	407	1 - - TRIM - FIREPLACES - MODERN TYPE 1 - MAPLE		\$ 601.00 Each
17984	Note:			
39	871	1 - - CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE.		\$ 75.00 Each
18328	Note: Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate.			
*40	999	1 - - ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.		*\$ 527.05 Each
18428	Note: Orbital Estimate # OR3286 Rev.01 dated 02/24/2020. Total \$501.00 + \$26.05 HST = \$527.05			
*41	998	1 - - S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.		*\$ 1,147.73 Each
18429	Note: S&S Electric Estimate # SS2761 Rev.04 dated 02/26/2020. Total \$1,091.00 + \$56.73 HST = \$1,147.73			

42 Foyer - Upgrade Oak Step + Sinken foyer to maple step stained SB107

\$390.00
Sub Total \$5326.78 \$5,036.78
HST \$0.00
Total \$5326.78 \$5,036.78

Vendor Initials: AB

Purchaser Initials: YV

March 4/2020

REPAIRED BY: Samar Merhi

OCKED BY:

E 910-2

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CONSTRUCTION SCHEDULING APPROVAL
PER: _____
DATE: _____

NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 3

PURCHASERS: Tammy Hamelin and Yvon Pinet

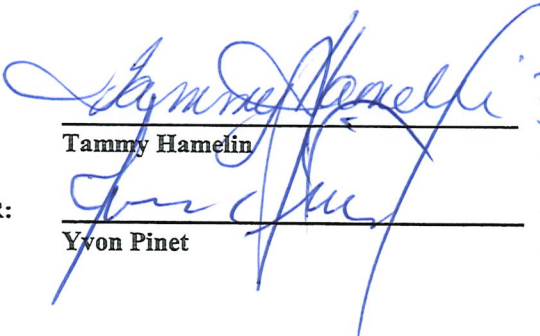
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LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
22	3	1015 THE MURRY ELEV C	29-Oct-20

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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Payment Summary	
<u>Paid By</u>	<u>Amount</u>
Total Payment:	

PURCHASER:

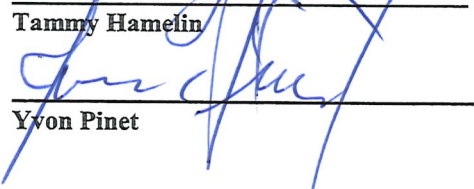


Tammy Hamelin

DATE

Feb 29/20

PURCHASER:




Yvon Pinet

DATE

02-29-20

VENDOR:



PER: Valecraft Homes (2019) Limited

DATE:

March 4, 2020

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

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.

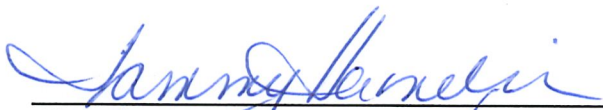
It is for this reason that VALECRAFT HOMES (2019) LIMITED will not guarantee nor provide warranty beyond manufacturing defect for installation of hardwood flooring in any of the aforementioned areas.


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, Tammy Hamelin & Yvon Pinet 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: PLACE ST. THOMAS 3

LOT NO: 22


(Signature)


(Date)


(Signature)


(Date)

TARION SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

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

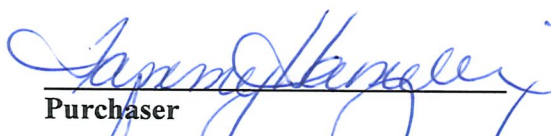
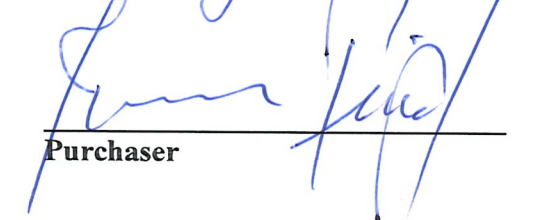
1. Preparation of transfer fee by Builder's solicitor as stated in Clause #22 of the Agreement of Purchase & Sale. \$275.00 + HST= \$310.75

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


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

1. Land Transfer Tax based on final purchase price less HST as stated in Clause #22 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #11 of the Agreement of Purchase & Sale.
3. Real Estate Transaction Levy Surcharge as per final statement of adjustments as stated in Clause #13 of the Agreement of Purchase & Sale.
4. Administrative charges to set up assessment roll number and change of records as per final statement of adjustments as stated in Clause #14 of the Agreement of Purchase & Sale.
5. Delay in Closing by Purchaser of \$150.00 +HST per day as per final statement of adjustments as stated in Clause #15 of the Agreement of Purchase & Sale.
6. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule "G" Clause # 8 of the Agreement of Purchase & Sale.
7. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #12 of the Agreement of Purchase & Sale. Tarion Enrolment Calculation Table can be viewed on-line at tarion.com. See chart on page 11 as a guide.
8. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated February 29, 2020.

Signed at Embrun, ON, this 29 day of February, 2020.


Purchaser

Purchaser

Valecraft Homes (2019) Limited


Per:
March 4, 2020
Date:

Lot #: 22 - Phase 3

Project: PLACE ST. THOMAS