

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

ON THE 30 DAY OF June , 2023 .

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 4
LOT: 4 BLOCK :
50M-361 Place St. Thomas 7
CIVIC ADDRESS: 890 Cologne Street

PURCHASERS: Francis Owens & Wendy Lynn Owens

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: June 30, 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 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: \$985,477.36
BALANCE AT CLOSING: \$935,477.36
LESS H.S.T. AMOUNT: \$893,342.80
SCHEDULE "G" DATED: August 23, 2023
TARION SCHEDULE "B" DATED: August 23, 2023

INSERT: 680 dated: December 4, 2023 in the amount of: \$1,583.00
NEW PURCHASE PRICE: \$987,060.36
NEW BALANCE AT CLOSING: \$937,060.36
NEW LESS H.S.T. AMOUNT: \$894,743.68
SCHEDULE "G" DATED: December 4, 2023
TARION SCHEDULE "B" DATED: December 4, 2023

Dated at Embrun, ON this 4 day of December , 2023

In the presence of:

WITNESS

DocuSigned by:
Francis Owens
PURCHASER

WITNESS

DocuSigned by:
Wendy Lynn Owens
PURCHASER

Dated at Ottawa, ON this 4 day of December , 2023

VALECRAFT HOMES LIMITED (VENDOR)

PER: Frank Nieuwkoop REV: September 3, 2020



NON STANDARD EXTRAS (680)			
Place St. Thomas - Phase 7			
PURCHASERS: Francis Owens and Wendy Lynn Owens			Printed: 4-Dec-23 10:27 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
4	7	826 THE BRADLEY 3 BED ELEV B	30-Apr-24

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
137		1 - KITCHEN - REVISION TO KITCHEN CABINETRY SKTECH & APPROX. DIMENSIONS. SEE KITCHEN SKETCH .03 DATED DECEMBER 4, 2023.	\$1,583.00	Each
42415		Note:		
138		1 - KITCHEN/DINETTE - REVISION TO KITCHEN ISLAND AS PER SKETCH DECEMBER 4, 2023.	\$0.00	Each
42442		Note:		

Sub Total	\$1,583.00
HST	\$0.00
Total	\$1,583.00

Payment Summary

Paid By Amount

Total Payment:

PURCHASER:

DocuSigned by:
Francis Owens
D98D566D94A8432...
Francis Owens
4-Dec-23
DATE

VENDOR:

DocuSigned by:
Frank Nieuwkoop
A04F827301214EE...
PER: Valecraft Homes (2019) Limited

PURCHASER:

DocuSigned by:
Wendy Lynn Owens
4992CA477FD99AF...
Wendy Lynn Owens
4-Dec-23
DATE

DATE:

December 4, 2023

PREPARED BY: Lisa Ballard

LOCKED BY: Lisa Ballard

PE 2,040-1

InvoiceSQL.rpt 01sept21

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

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.

DS




Purchaser

DS



Purchaser

DS



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 \$894,743.68 . The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer. The consideration value is subject to change, pursuant to any and all extras that are ordered pursuant to a Change Order following the date of the execution of this Agreement.
8. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at Embrun, ON this 4 day of December , 2023

DocuSigned by:

Francis Owens

068706009848242

PURCHASER

VALECRAFT HOMES LIMITED

DocuSigned by:

Wendy Lynn Owens

4982CA477FD9A45

PURCHASER

DocuSigned by:

Frank Nieuwkoop

A04F827301214EE...

PER:

December 4, 2023

DATE:

PROJECT: Place St. Thomas 7 LOT: 4



**Freehold Form
(Tentative Closing Date)**

**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 #26 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 #26 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.
- 10. Delay in Closing by Purchaser of \$250.00 +HST per day as per final statement of adjustments as stated in Clause #20 of the Agreement of Purchase & Sale.
- 11. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule “G” Clause # 8 of the Agreement of Purchase & Sale.
- 12. 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.
- 13. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated December 4, 2023.

Signed at Embrun, ON, this 4 day of December, 2023.

DocuSigned by:
Francis Owens
D86D966D94A8432...
Purchaser

Valecraft Homes (2019) Limited

DocuSigned by:
Wendy Lynn Owens
4982CA477FD94AF...
Purchaser


DocuSigned by:
Frank Nieuwkoop
A04F627301214EE...
Per:

December 4, 2023
Date:

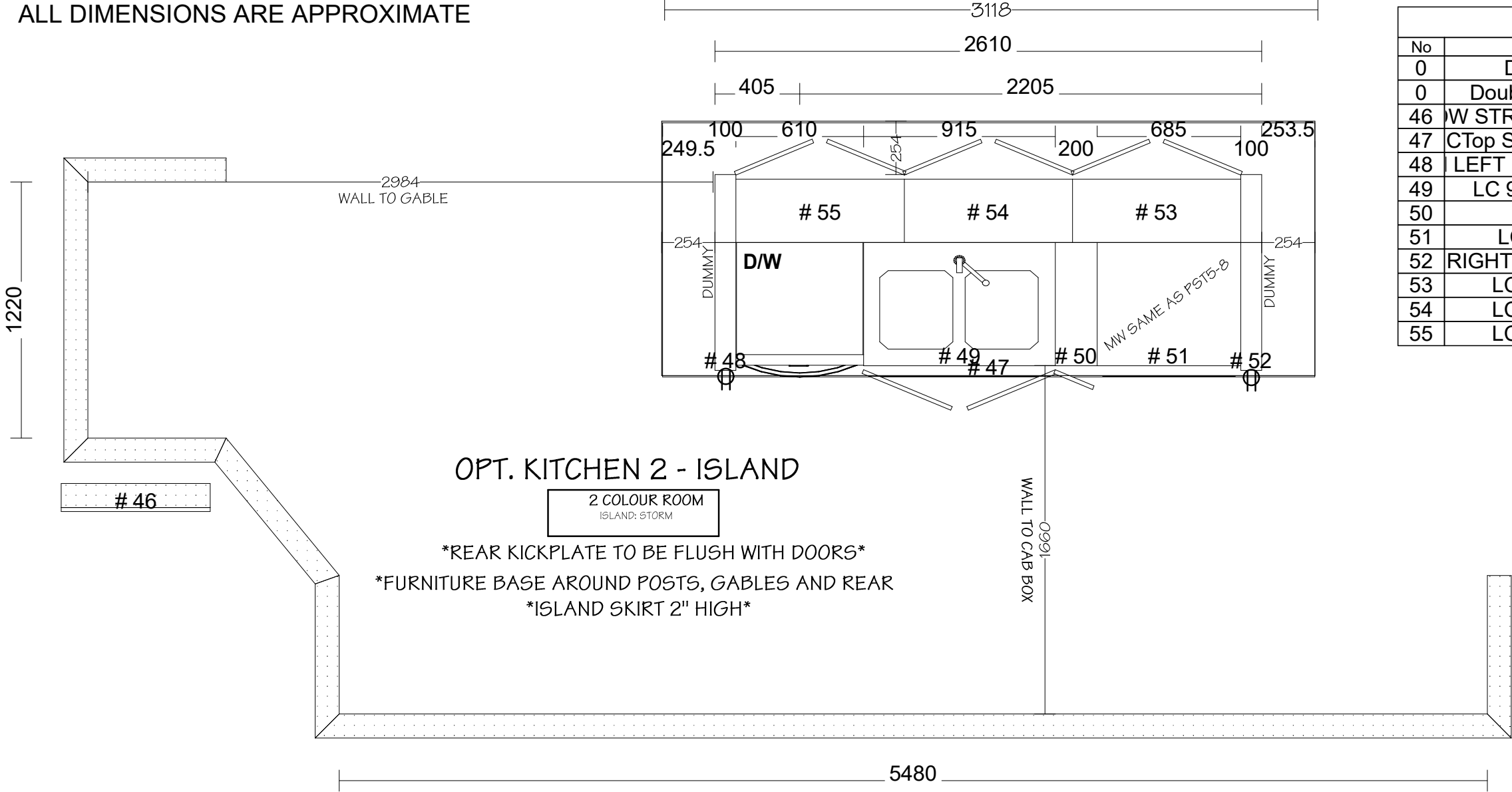
Lot #: 4

Project: Place St. Thomas 7

ALL DIMENSIONS ARE APPROXIMATE

CLIENT: VALECRAFT		Purchaser: Francis Owens Purchaser: Wendy Lynn Owens Date: December 4, 2023	Project: Place St. Thomas 7 Plan No: 50M-361 Lot No: 4 - Phase 7 Model: #826 "B"cust. Rev	PG# 2 of 4		
ADDR.: 826 BRADLEY REV,						
SL #: SL1100291						
Phone:	Mobile:	KITCHEN SKETCH .03				
Email :	PST7-4		ORIGINAL :	2ND COPY :	3RD COPY :	4TH COPY :

ALL DIMENSIONS ARE APPROXIMATE



All Cabinets				
No	Name	Width	Height	Depth
0	DISHWASHER	610	883	587
0	Double W/Faucet/gray	762	101.5	457
46	W STRETCHER T1S (NEW	711	102	19
47	CTop Support w Four Legs	3113	883	1210
48	LEFT RETURN FRONT PL	100	883	933
49	LC 915 SK FF/D USB	915	883	587
50	LC 200	200	883	587
51	LC 685 MW/Drw	685	883	587
52	RIGHT RETURN FRONT P	100	883	933
53	LC 803/808/302D	803	808	302
54	LC 803/808/302D	803	808	302
55	LC 804/808/302D	804	808	302

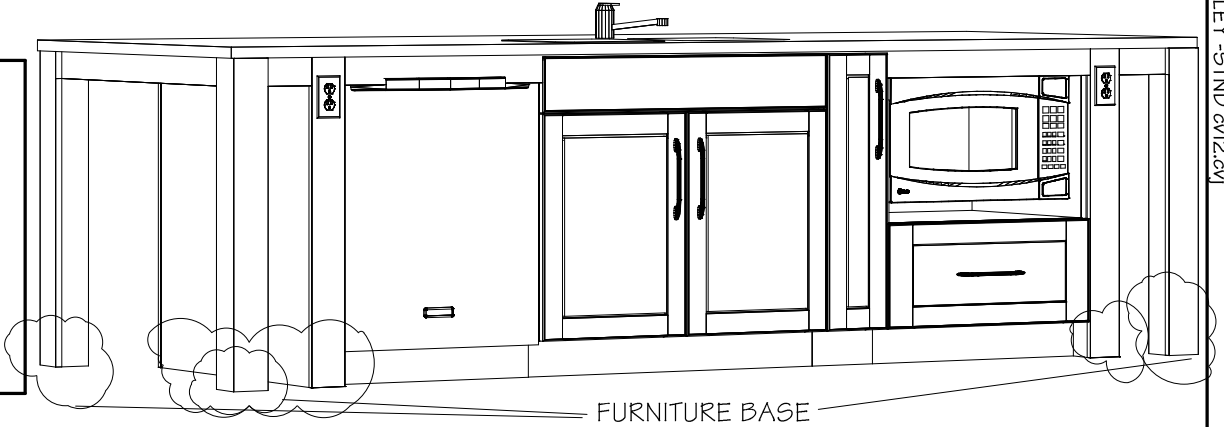
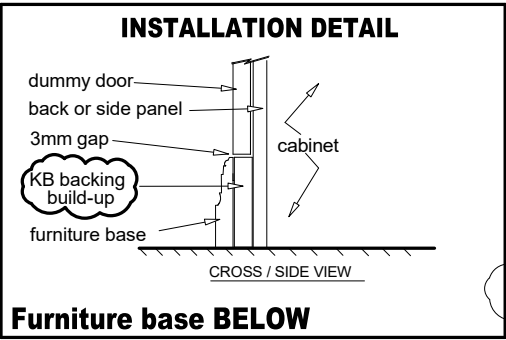
Room Name	
OPT. KITCHEN 2 - ISLAND	
COUNTERTOPS	
(A) QUARTZ BY OTHER	
FINISH	
Storm (0)	
HANDLES	
POI-R7040-192-LP11 & V0117-128-LM1	
DOOR STYLE	
basedoor:Red Deer Mdf	MDF
UpperDoor:Red Deer Mdf	MDF
Drawer:Red Deer Mdf Drawer	MDF
DRAWER GUIDE	
DOOR HINGE STYLE	
(A) Soft-Close Hinge	
Construction	
(A)P Potvin 32mm	


2 COLOUR KITCHEN STORM

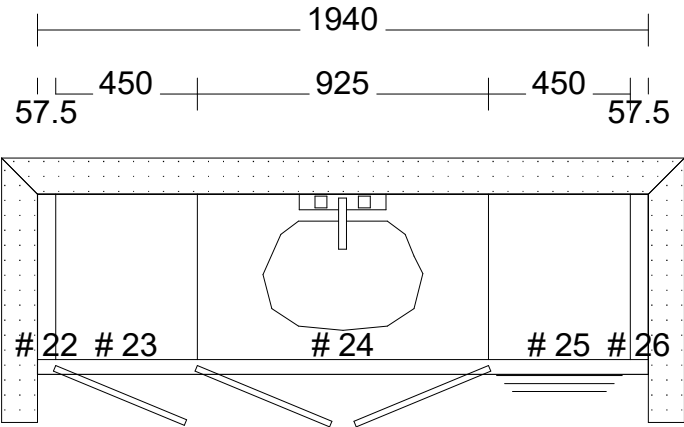
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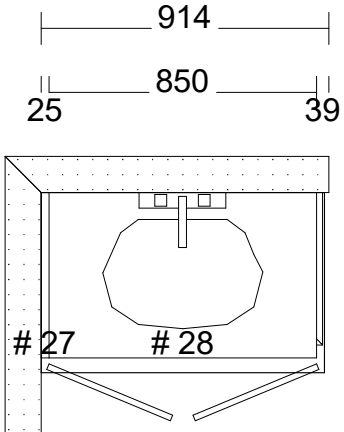
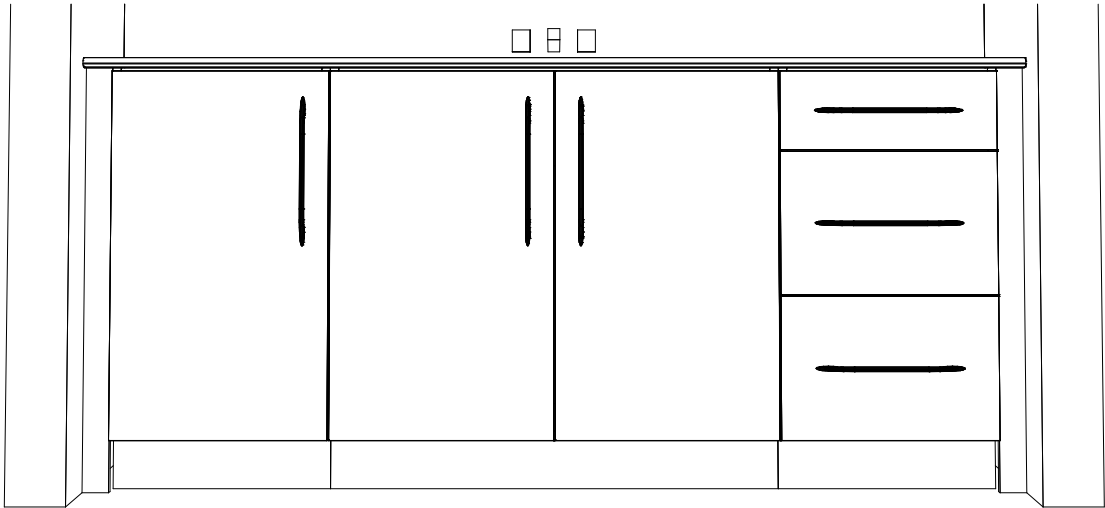
CLIENT: VALECRAFT		Purchaser: Francis Owens Purchaser: Wendy Lynn Owens Date: December 4, 2023	Project: Place St. Thomas 7 Plan No: 50M-361 Lot No: 4 - Phase 7 Model: #826 "B"cust. Rev	PG# 3 of 4 <small>Sheet 3</small>	
ADDR.: 826 BRADLEY REV,					
SL #: SL1100291					
Phone:	Mobile:				
Email :		KITCHEN SKETCH .03			
: 4TH COPY :					



MAIN 2ND FLOOR
No shoe; scribe on site

All Cabinets				
No	Name	Width	Height	Depth
0	Single W/Faucet	508	51	432
22	V Filler	57.5	819	524
23	V450	450	819	524
24	V 925 SK	925	819	524
25	V450 3D	450	819	524
26	V Filler	57.5	819	524

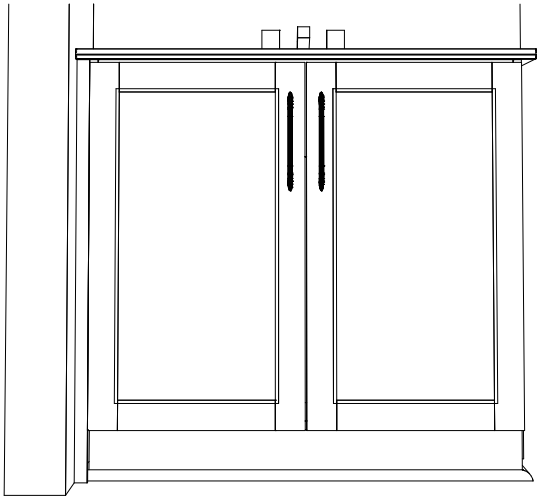
Room Name	MAIN 2ND FLOOR
COUNTERTOPS	(A) QUARTZ BY OTHER
FINISH	TA-M2015
HANDLES	POI-R7040-256-LP11
DOOR STYLE	
basedoor:	LASTRA 19mm TA-M2015
UpperDoor:	LASTRA 19mm TA-M2015
Drawer:	LASTRA DRAWER 19mm TA-M2015
DRAWER GUIDE	
DOOR HINGE STYLE	(A) Soft-Close Hinge
Construction	(A)P Potvin 32mm



OPT BASEMENT

All Cabinets				
No	Name	Width	Height	Depth
0	Single W/Faucet	508	51	432
27	V Filler	25	819	524
28	V 850 SK	850	819	524

Room Name	OPT BASEMENT
COUNTERTOPS	(A) QUARTZ BY OTHER
FINISH	Frost (0)
HANDLES	POI-R7040-160-LP11
DOOR STYLE	
basedoor:	KELOWNA (PM-151Y) MDF
UpperDoor:	KELOWNA (PM-151Y) MDF
Drawer:	KELOWNA DFD (PM-151Y) MDF
DRAWER GUIDE	
DOOR HINGE STYLE	(A) Soft-Close Hinge
Construction	(A)P Potvin 32mm



DS
FO

DS
WQ

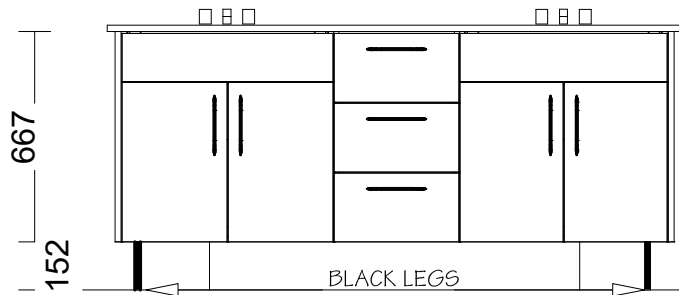
DS
FN

ALL DIMENSIONS ARE APPROXIMATE

ALL DIMENSIONS ARE APPROXIMATE

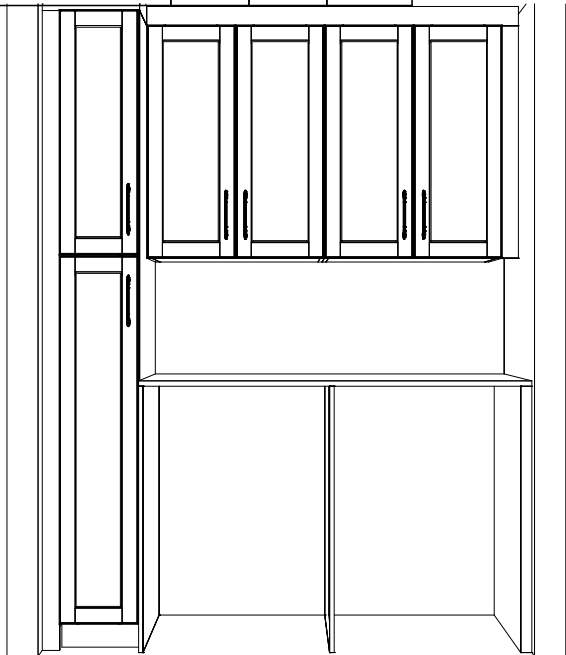


Room Name	
OPT ENSUITE 2ND FLOOR	
COUNTERTOPS	
(A) QUARTZ BY OTHER	
FINISH	
TA-M2015	
HANDLES	
POI-R7040-160-LP11	
DOOR STYLE	
basedoor:LASTRA	19mm TA-M2015
UpperDoor:LASTRA	19mm TA-M2015
Drawer:LASTRA DRAWER	19mm TA-M2015
DRAWER GUIDE	
DOOR HINGE STYLE	
(A) Soft-Close Hinge	
Construction	
(A)P Potvin 32mm	



All Cabinets				
No	Name	Width	Height	Depth
29	P Filler	64.5	2393	700
30	P300/2393/700	300	2393	700
31	C GABLE VGRAIN	16.5	990	737
32	C GABLE VGRAIN	16.5	990	737
33	C L Filler Right MLV	41.5	990	737
34	UC 700/914/400	700	914	400
35	UC 700/914/400	700	914	400
36	UC Filler	64.5	914	400
37	WDRY STRETCHER	1800	102	19

Room Name		
OPT LAUNDRY		
COUNTERTOPS		
(A) QUARTZ BY OTHER		
FINISH		
Frost (0)		
HANDLES		
POI-R7040-160-LP11		
DOOR STYLE		
basedoor:Red Deer Mdf		MDF
UpperDoor:Red Deer Mdf		MDF
Drawer:Red Deer Mdf Drawer		MDF
DRAWER GUIDE		
DOOR HINGE STYLE		
(A) Soft-Close Hinge		
Construction		
(A)P Potvin 32mm		
CROWN MLDG		
(A) No Crown		16mm MDF 2s
LIGHT VALANCE		
(A) No Light Valance		16mm MDF 2s
CEILING		
) Crown Filler 76 m		16mm MDF 2s



DS
FN