

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

Carmelo Agosta (individually or collectively called the "PURCHASER")

- AND -

Kingsmen (Islington) Inc. (the "Vendor")

RE: The sale by the Vendor to the Purchaser of **Townhouse No. U212 Block 1. Woodbridge, Ontario**
(hereinafter called the "Property")

WHEREAS the Purchaser and the Vendor have previously entered into an agreement of purchase of sale with respect to the Property (the "Purchase Agreement");

AND WHEREAS the parties wish to amend the terms of the Purchase Agreement as hereinafter set out and with all capitalized terms having the meaning given to them in the Purchase Agreement unless otherwise set out herein;

AND WHEREAS the parties hereto acknowledge and agree that this amending agreement is being entered into voluntarily; that the parties further acknowledge that the Purchaser has no obligation to sign the Amendment; and that the purchase transaction will still be valid if the Purchaser does not sign this Amending Agreement;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the payment of the sum of \$2.00 and the exchange of the covenants and agreements contained in this amendment and for other good and valuable consideration (the receipt and sufficiency of which is expressly acknowledged by the parties hereto), the Vendor and the Purchaser covenant and agree with the other as follows:

The Vendor and Purchaser hereby agree to amend the agreement of purchase and sale between them with respect to the Property, dated the 6th day of October, 2018 including amendments, if any, as follows:

DELETE:

Schedule B-1

Floorplan Option: Dubai - 2 Bed (A2-2B)

INSERT:

Schedule B-1

Floorplan Option: 1 + Den (A2-1D Option)

Dated at Woodbridge, Ontario this 10th day of July, 2019.

Witness

Purchaser - Carmelo Agosta

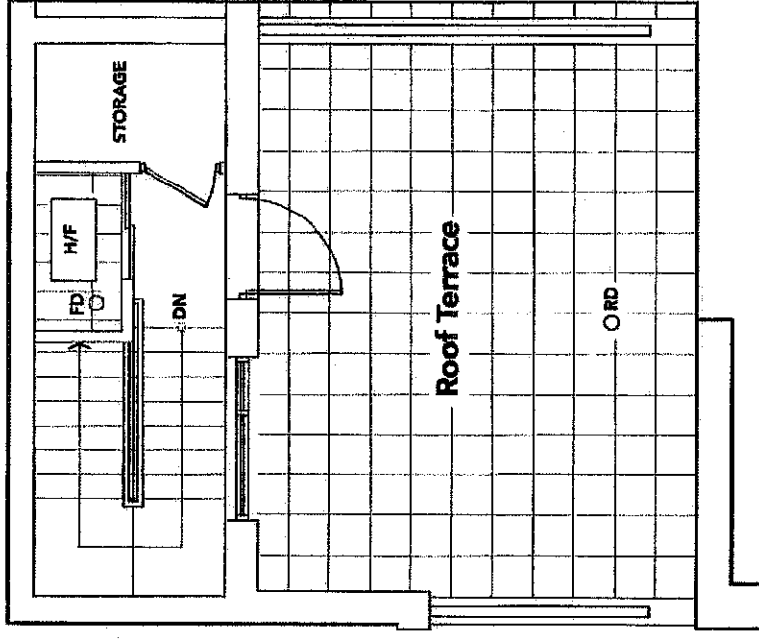
Dated at Toronto, Ontario this 16th day of July, 2019

Kingsmen (Islington) Inc.

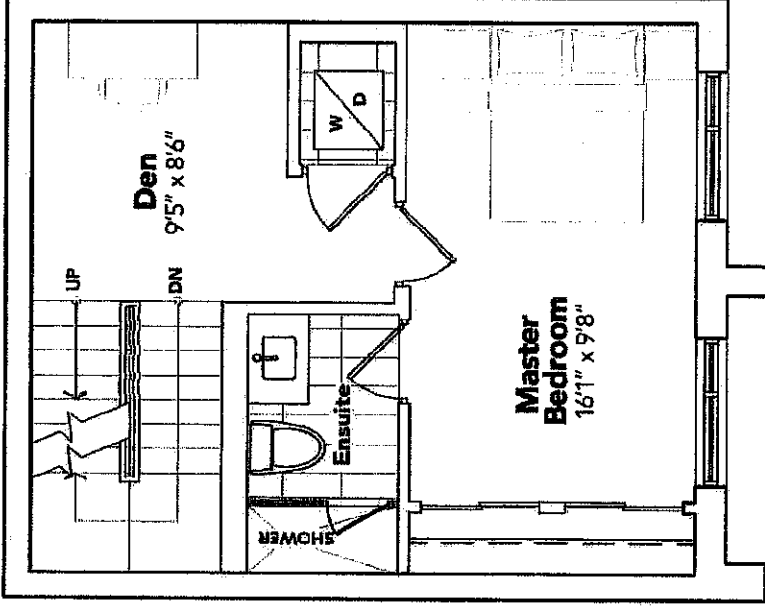
Per:

Authorized Signing Officer

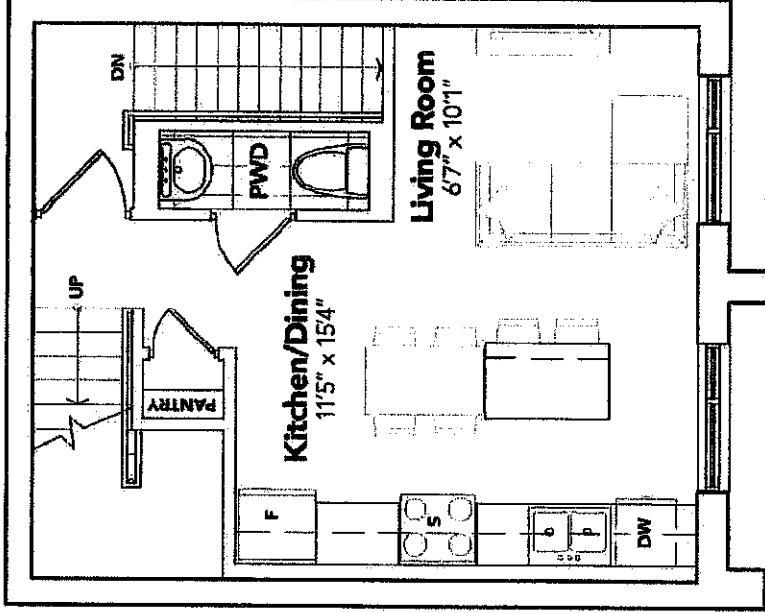
Matthew Castella



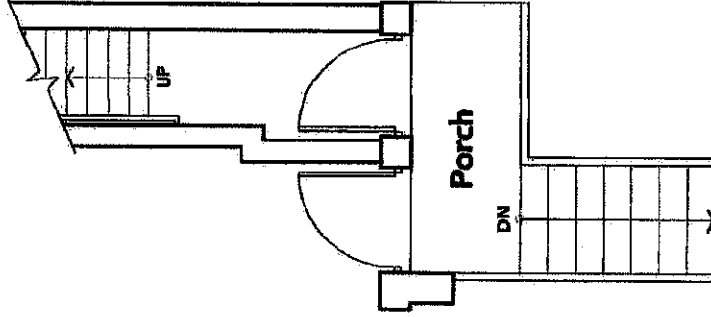
TERRACE LEVEL



BEDROOM LEVEL



LIVING LEVEL



ENTRANCE LEVEL

Site
1-212

SCHEDULE "PE"
PURCHASER'S EXTRA

<u>Kingsmen (Islington) Inc.</u> Vendor	Carmelo Agosta Purchaser(s) Telephone Number: -
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Lot/Townhouse No. U212 Block 1	House Type The Dubai - 2 Bed (A2-2B), 1,096 SQ. FT.	Reg. Plan #	Closing Date 16-Sep-2020	Date Ordered 06-Oct-2018
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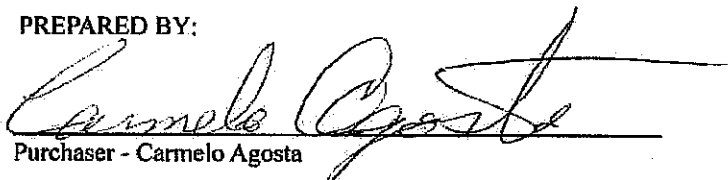
EXTRAS/UPGRADES INCLUDED IN PURCHASE PRICE

1	5 Appliances including Stainless Steel Fridge, Stove, Dishwasher and white Washer / Dryer, from the standard offer of the Vendor. This promotion has no cash value, is non-negotiable and non-transferrable.	
4	Vendor agrees to supply and install hardwood flooring in all bedrooms from standard samples of the Vendor. This promotion has no cash value, is non-negotiable and non-transferrable.	
5	Vendor agrees to supply and install quartz or granite countertops in kitchen and all bathrooms from standard samples of the Vendor. This promotion has no cash value, is non-negotiable and non-transferrable	
6	THE VENDOR AGREES TO SUPPLY AND INSTALL (1) STACK OF POTS AND PANS DRAWER AND (1) DUAL RECYCLE/GARBAGE BIN IN KITCHEN ISLAND FROM VENDORS STANDARD SAMPLES. LOCATION TO BE FINALIZED DURING DECOR APPOINTMENT. THESE ITEMS ARE NON-NEGOTIABLE, NON-TRANSFERABLE AND HAVE NO CASH VALUE.	

This is your direction to install the above extras on the following terms and conditions:

1. In the event the work on the house has progressed beyond the point where the items covered by this extra cannot be installed without entailing any unusual expense, then this extra is to be cancelled and any deposit paid in connection with the same is to be refunded to the purchaser.
2. The Vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the purchaser.
3. It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed by default of the Purchaser, the total cost of extras ordered are not refundable to the purchaser.
4. Extras or changes will not be processed unless signed by the Vendor.
5. These extras may not be amended without the written consent of the Vendor

PREPARED BY:


Purchaser - Carmelo Agosta



Vendor - Kingsmen (Islington) Inc.

Construction Scheduling Approval

Per: _____
Date: _____

9560 ISLINGTON
SCHEDULE "A" - URBAN TOWNS

Lot #: U212 Block 1 Phase: 1 Plan: Model: The Dubai - 2 Bed (A2-2B)

QUALITY EXTERIOR CONSTRUCTION

1. Upgraded Clay Brick exteriors in modern colour palette with coordinating stucco / precast detailing.
2. Exterior colours have been preselected by Vendor and are architecturally controlled.
3. Modern framed glass railings on all porches and roof terraces, as per elevation/plan. Porches to be poured concrete.
4. MAINTENANCE FREE, LOW E AND ARGON FILLED VINYL CASEMENT WINDOWS THROUGHOUT, with sealed thermo-pane glass panels. All operable windows are pre-designed by the builder and will have screens.
5. One exterior hose bib to units with Patios and/or Roof Terrace.
6. One exterior weather-proof GFI electrical outlet, Patio and Roof Terrace units, this outlet will be switched from the interior.
7. Community to have paved roads, curbs, storm and sanitary sewers, as applicable.
8. Roof terraces to receive composite decking to floor area, as per plan. Colour to be preselected by Vendor.
9. Patio units to receive sodding, and precast paving slabs, and fencing as required, as per plan.
10. One gas BBQ rough in connection to rear of units with patios and to all roof terraces.
11. Foam Insulated, wood grain look, fiberglass front entry doors, to each unit with privacy viewer, or glass insert, as per plan, and complete with brushed nickel finish grip set.

GENERAL INTERIOR CONSTRUCTION

1. All framing in accordance with Ontario Building Code and local municipal requirements. Construction of homes inspected at specified stages by municipal officials.
2. Professionally engineered roof system, as per plan.
3. UPGRADED ¾" SPRUCE PLYWOOD SUBFLOOR, to be glued, screwed and sanded at joints.
4. UPGRADED ENGINEERED FLOOR JOIST SYSTEM.
5. All insulation as per Ontario Building Code, or higher, as applicable.
6. Luxurious 9' Ceilings on all levels.
7. Ceiling heights may vary from standards noted above, in those areas where ceilings must be dropped to accommodate mechanical and/or structural systems.
8. Floor areas may be impeded by "boxing" where and as required for mechanical and structural systems, or where determined by the vendors architect.

KITCHENS

1. Choice of Quartz or Granite KITCHEN COUNTERTOPS, in selection of colours, based on Builder's standard samples, as per plan.
2. Single compartment UNDERMOUNT SINK, from Vendors Standard Samples.
3. SINGLE LEVER FAUCET with pull out spout, in chrome finish.
4. Built in Stainless steel exhaust hood fan to cabinet over stove.
5. Choice of cabinets in a variety of colours and styles, from Builder's samples.
6. Electrical outlets for stove, fridge and countertop appliances as per Ontario Building Code requirements.
7. Rough-in wiring and plumbing for dishwasher hook-up.
8. Open dishwasher space as per plan.
9. Flush BREAKFAST BARS as per plan.
10. Designer KITCHEN ISLANDS and PENINSULAS, as per plan.

BATHROOMS

1. ELONGATED, COMFORT HEIGHT TOILETS.
2. SEPARATE SHOWER STALL with frameless glass panel(s) and glass door, as per plan.
3. ACRYLIC SOAKER TUB in main or master, as per plan.
4. Bath tub enclosures and shower stalls to be in HIGH QUALITY 6" x 8" CERAMIC TILES from Builder's samples.
5. Standard white bathroom fixtures from Builder's samples.
6. SINGLE LEVER FAUCETS in all vanities, shower controls with built-in temperance balance regulators.
7. Choice of vanity cabinets and laminate countertops from Builder's samples.
8. MIRRORS IN ALL BATHROOMS.
9. POWDER ROOM VANITY (not a pedestal sink) as per plan.

INTERIOR FINISHES

1. 5" FLAT MODERN BASEBOARDS with 3 ¼" casings throughout painted in "Kingsmen" white.
2. MODERN 2 PANEL interior doors throughout. Mirrored sliders, as per plan.
3. STRAIGHT LEVER HANDLES in BRUSHED NICKEL FINISH to all interior doors.
4. COMPLETE, OAK FINISH STAIRCASES, COMPLETE WITH OAK HANDRAILS, where applicable, stairs and handrails in choice of finish to compliment flooring selection, from Builder's standard samples.
5. ALL ARCHWAYS TO BE TRIMMED, as per plan.

FLOORING

1. Choice of HIGH QUALITY CERAMIC TILE, up to 13" x 13", from Builder's standard selection to all wet areas, as per plan.
2. 5" ENGINEERED HARDWOOD STRIP FLOORING to main floor and upper hall, from Builder's standard samples.
3. LUXURIOUS "BERBER" STYLE BROADLOOM WITH 11mm FOAM UNDERPAD in all bedrooms. Choice of one colour throughout from Builder's standard samples.

LAUNDRY ROOM

1. Plumbing and electrical provided for laundry equipment hook-up, location per plan.
2. Heavy-duty electrical outlet for dryer and electrical outlet for washer.

ELECTRICAL

1. 125 amp. circuit breaker panel with copper wiring throughout.
2. All wiring in accordance with Ontario Building Code standards.
3. INTERIOR ELECTRICAL LIGHT FIXTURES THROUGHOUT.
4. SMOKE/ CARBON MONOXIDE DETECTORS ON EACH LEVEL, WITH EMERGENCY STROBE LIGHT WHERE APPLICABLE.
5. THREE (3) TELEPHONE OUTLETS IN CHOICE OF PURCHASER LOCATIONS.
6. TWO (2) CABLE T.V. OUTLETS IN CHOICE OF LIVING ROOM, FAMILY ROOM, AND MASTER BEDROOM.
7. Exhaust fans to be provided in all washrooms, as per specifications.
8. SHOWER STALL LIGHT (as per plan).
9. WHITE DECORA LIGHT SWITCHES AND WHITE WALL PLUGS. Light switches to be located at child-accessible height.

HOME COMFORT

1. Energy Efficient Gas Fired, High Velocity, combination heating, cooling and water heating system. Each unit to be individually heated and cooled for maximum comfort.
2. HEAT RECOVERY VENTILATOR (HRV), as required.

PAINTING FINISHES

1. All interior walls, doors and trim to be painted "Kingsmen" white throughout.
2. All interior ceilings to be smooth throughout.

COLOUR SELECTION AND FINISHES

1. All colour and finishing selections are to be made at The Kingsmen Group Inc. Décor Centre and from Builder's standards samples. The Kingsmen Group Inc. provides the services of a professional Interior Decorator to assist in the completion of their interior finishing selections and the selection of upgrades.
2. The purchaser acknowledges that items displayed in the Model Home or Presentation Centre may include upgraded items only available at an extra cost, as well as other items shown for display purposes only, which may not be available.
3. The purchaser acknowledges and agrees that variations in colour and shade uniformity may occur and the colours, patterns and availability of samples displayed in the Presentation Centre and/or Model Homes may vary from those displayed and available at the time of colour selection.

TARION WARRANTY

CORPORATIONS COVERAGE

1. Seven years: MAJOR STRUCTURAL DEFECTS.
2. Two years: PLUMBING, HEATING, ELECTRICAL SYSTEMS AND BUILDING ENVELOPE.
3. One year: ALL OTHER ITEMS.
4. Purchaser agrees to pay the TARION warranty enrollment fee on closing as an adjustment.

NOTE TO PURCHASERS

1. Exterior colours are architecturally controlled and selected by the builder to provide pleasing streetscapes.
2. Number of steps at front and rear may vary from that shown according to grading conditions and municipal requirements.
3. Variations in uniformity and colour from Vendor's samples may occur in finished materials, kitchen and vanity cabinets and floor and wall finishes due to normal production process.
4. Hardwood flooring may react to normal fluctuating humidity levels producing gapping or cupping, both considered to be within acceptable industry standards.
5. Actual square footage may vary slightly, depending on elevation selected.
6. Ceilings and walls may be modified to accommodate mechanical systems. Ceiling heights may vary from standard, where ceilings must be dropped to accommodate mechanical and/or structural systems.
7. All Purchaser's selections are from Builder's standard samples only. Purchaser acknowledges that various decorative items, including light fixtures, window coverings and other items shown in the Presentation Centre, Model Home or Decor Centre are not necessarily included in the purchase price.
8. Purchaser acknowledges that garage areas are unfinished areas.
9. Options shown on floor plan are available at an extra cost.
10. Exterior renderings used for marketing purposes are Artist's Concepts only. Any landscaping, fencing, walkways or other items used to accessorize renderings are for illustrative purposes only.
11. Terms "as per elevation" or "as per plan" refer to illustrations provided in marketing documentation.

E, O & E, June 5, 2018

SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. BUILDER HAS THE RIGHT TO SUBSTITUTE MATERIALS OF EQUAL OR BETTER VALUE E. & O. E.


Purchaser - Carmelo Agosta

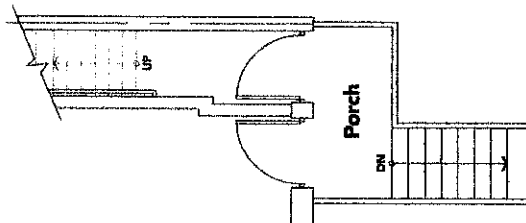
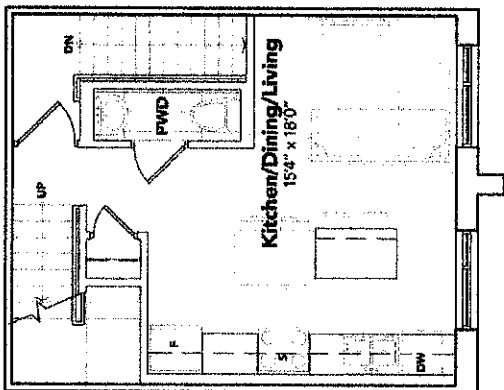
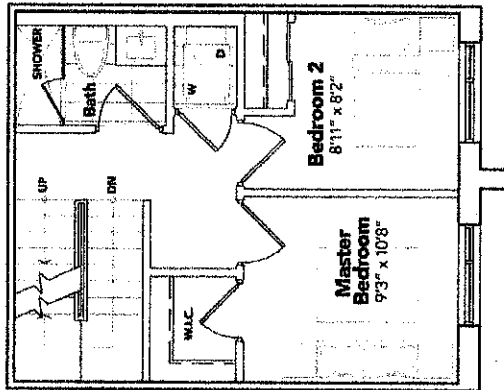
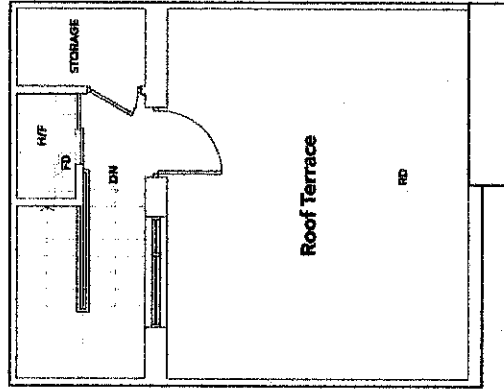

Date


Vendor : Kingsmen (Islington) Inc.

SCHEDULE "B-1"

Floor Plan

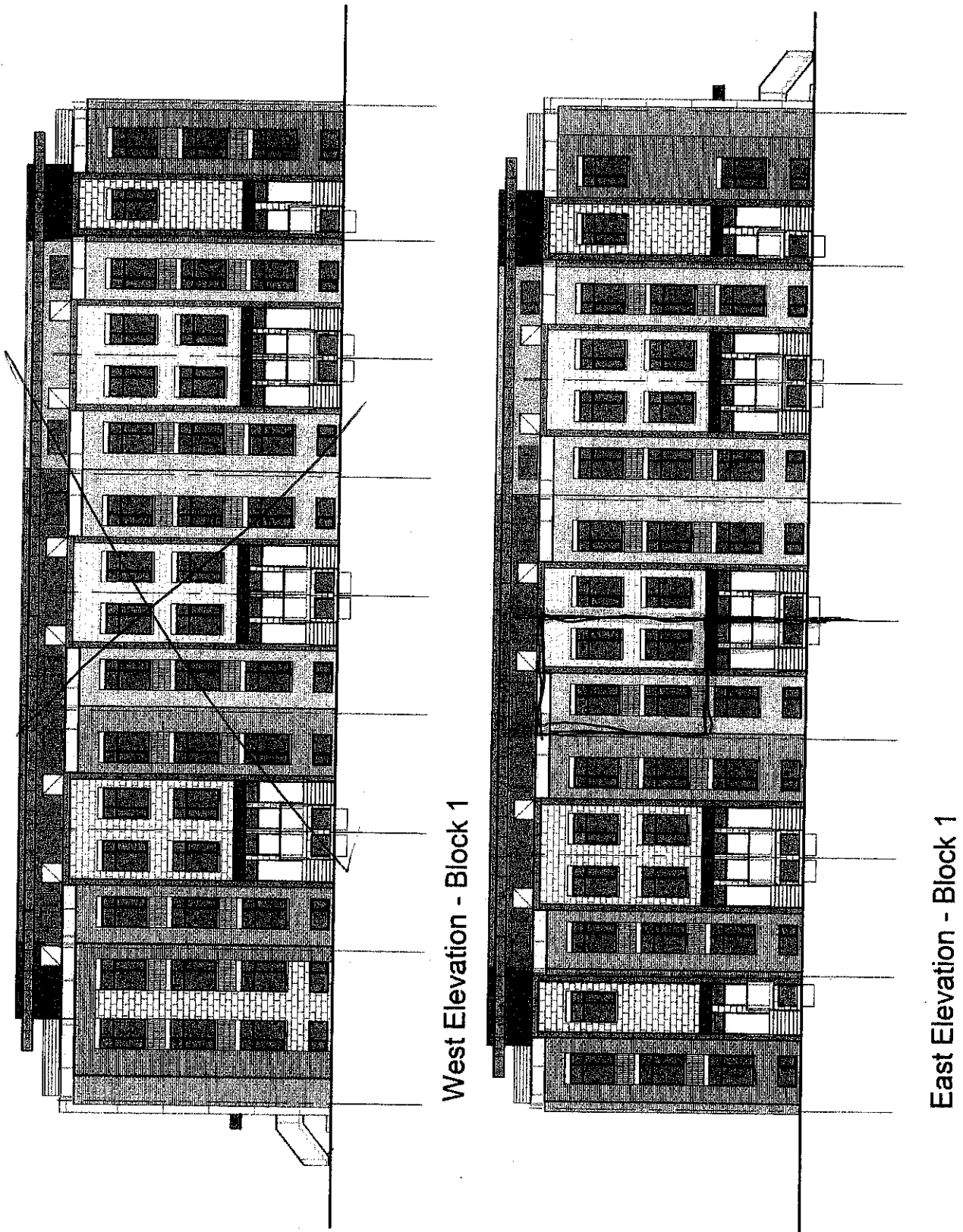
Townhouse No. U212 Block 1
Phase 1
Model: The Dubai - 2 Bed (A2-2B)



The floor plans and elevations shown are pre-construction plans and may be revised or improved as necessitated by architectural controls and the construction process. The measurements adhere to the rules and regulations of the TARION Warranty Corporation's official method for the calculation of floor area. Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's concept only. Actual usable floor space may vary from the stated floor area. All options shown are upgrades. E. & O. E.

SCHEDULE "B-2"
Block Plan

TOWNHOUSE NO.: U212 Block 1
 LOWER/UPPER: Unit 12, Level 2, Block 1.



The block plans shown are pre-construction plans and may be revised or improved as necessitated by architectural controls and the construction process. The measurements adhere to the rules and regulations of the TARION Warranty Corporation's official method for the calculation of floor area. Materials, specifications and floor plans are subject to change without notice. All house renderings are artist's concept only. Actual usable floor space may vary from the stated floor area. All options shown are upgrades. E. & O. E.

SCHEDULE "B-3" Site Plan

