

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

ON THE 14 DAY OF January, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 21  
LOT: 21 BLOCK :  
50M-338 PLACE ST. THOMAS 3  
CIVIC ADDRESS: 581 Strasbourg Street  
PURCHASERS: Michael Mills & Nicole Mills

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: January 15, 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: \$443,139.00  
BALANCE AT CLOSING: \$423,139.00  
LESS H.S.T. AMOUNT: \$415,330.26  
SCHEDULE "G" DATED: January 14, 2020  
TARION SCHEDULE "B" DATED: January 14, 2020


INSERT: 680 dated: March 3, 2020 in the amount of: \$34,797.65  
NEW PURCHASE PRICE: \$477,936.65  
NEW BALANCE AT CLOSING: \$457,936.65  
NEW LESS H.S.T. AMOUNT: \$444,498.45  
SCHEDULE "G" DATED: March 3, 2020  
TARION SCHEDULE "B" DATED: March 3, 2020  
SCHEDULE "W2" DATED: March 3, 2020  
SCHEDULE "W4" DATED: March 3, 2020

DATED at Embrun, ON this 3 day of March 20 20

In the presence of:

  
WITNESS

  
PURCHASER

  
WITNESS

  
PURCHASER

DATED at Ottawa this 9 day of March 20 20

VALECRAFT HOMES (2019) LIMITED

Per: 


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 \$444,498.45. 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 \$7,654.37 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 3 day of March, 20 20

Michael Mills  
PURCHASER

VALECRAFT HOMES (2019) LIMITED

Michael Mills  
PURCHASER

ABL  
PER:  
March 9, 2020  
DATE:

PROJECT: PLACE ST. THOMAS 3 LOT: 21

NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 3

PURCHASERS: Michael Mills and Nicole Mills

Printed: 2-Mar-20 5:20 pm

LOT NUMBER		PHASE	HOUSE TYPE	CLOSING DATE
21		3	1015 THE MURRY ELEV C	10-Nov-20
ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
27		1 - - DELETE EXTERIOR COLOUR CHART DATE JANUARY 14, 2020	\$ 0.00	Each
18112		Note: Revision to Exterior Colour Package Selection - Delete Exterior Colour Chart dated January 14, 2020		
28		1 - GARAGE - GARAGE DOOR - UPGRADE TO 16 x 8 OLYMPUS 500 INSULATED BLACK DOOR WITH THERMAL INSERTS AND WEATHERSTRIPPING	\$ 1,600.00	Each
99294				
18113		Note: Exterior Package #305		
29		1 - FOYER - FRONT DOOR - Supply & Install Adelaide Glass Insert (3/4 Door)	\$ 721.00	Each
18114		Note:		
30		1 - FOYER - FRONT SIDELITE - Supply & Install Adelaide Glass Insert (3/4 Sidelite)	\$ 388.00	Each
18115		Note:		
31		1 - GARAGE - Supply & Install Lift Master Elite Series 1/2 H.P. Garage Door Opener. Professionally Installed To Manufacturers Specs. (Includes 1 Wall Mount Wired Control, 1 Remote Control, 1 Sensor Kit) - BELT DRIVE	\$ 982.00	Each
18116		Note:		
32		1 - GARAGE - Supply & Install Extra Remote Control Transmitter For Garage Door Opener.	\$ 79.00	Each
18117		Note:		
33		1 - GARAGE - Supply & Install Keyless Entry Control Pad On Garage Door Frame For Garage Door Opener.	\$ 106.00	Each
18118		Note:		
34		1 - GREAT ROOM - TRIM - FIREPLACES - MODERN TYPE 1 - MAPLE	\$ 601.00	Each
407				
18123		Note:		
35		1 - GREAT ROOM - Upgrade Fireplace to Ascent Linear 46" with black standard safety barrier, shore fire and beach fire Miro Flame Porcelaine reflection Panels, premium blower & E Fire. (Bottom of Fireplaceto be installed approx. 12" from finished floor)	\$ 4,635.00	Each
18124		Note: - Bottom of Fireplaceto be installed approx. 12" from finished floor		
36		1 - GREAT ROOM - FIREPLACE TILE - Supply & Install Quote Level Tile (Ceratec Sichenia Pave Wall House 6.5" x 16.1" Bianco 1659) on Fireplace Surround. Horizontal 1/3 Staggered Installation	\$ 1,368.00	Each
18151		Note: - Quote Level Tile (Ceratec Sichenia Pave Wall House 6.5" x 16.1" Bianco 1659) - Horizontal 1/3 Staggered Installation		
*37		1 - GREAT ROOM - CERAMIC TILE - DELETE FIREPLACE HEARTH	\$ 0.00	Each
90156				
18125		Note:		
38		1 - KITCHEN - CABINETRY - EXTEND FRIDGE UPPER TO APPROX. 2FT DEEP	\$ 151.00	Each
90826				
18126		Note:		



NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 3

PURCHASERS: Michael Mills and Nicole Mills

Printed: 2-Mar-20 5:20 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
21	3	1015 THE MURRY ELEV C	10-Nov-20

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
39		1 - KITCHEN - DELETE ITEM #18 - Quartz Level 1 Countertop in Kitchen	-\$6,563.00	Each
18127		Note: DELETE ITEM #18		
40		1 - KITCHEN - Supply & Install Quartz Level 2 Countertop in Kitchen including extended countertop in Dinette & Island with Flush Breakfast with Waterfall countertop on end closest to Dinette.	\$ 7,681.00	Each
18128		Note:		
*41 81720		1 - MAIN BATHROOM - COUNTERTOP - QUARTZ - UPGRADE LEVEL 2 - MAIN BATHROOM (18)	*\$ 605.00	Each
18129		Note:		
*42 1101		1 - ENSUITE BATH - LOWER CABINETS - LC BANK OF DRAWERS (4 DRAWERS)	*\$ 675.00	Each
18131		Note: - Approximately centered between 2 sinks		
*43 11		*1 - FOYER - TILE - FLOOR - UPGRADE - SILVER - - FOYER (1) - SILVER	*\$ 1,043.00	Each
18132		Note: - Includes Laundry Room		
*44 11		*1 - LAUNDRY ROOM - TILE - FLOOR - UPGRADE - SILVER - - MUD / LAUNDRY ROOM (6) - SILVER	*\$ 0.00	Each
18133		Note: - Inciuded in Foyer		
45		1 - KITCHEN/DINETTE - Supply & Install Bronze Level Backsplash Tile in Kitchen including area behind Chimney Hoodfan + Extension in Dinette. Horizontal 1/2 Brick Pattern Installation.	\$ 365.00	Each
18150		Note: - Bronze Level Tile (Ceratec Feng Shui Subway 3.9" x 7.9" White Bevelled) - Horizontal 1/2 Brick Pattern Installation		
46		1 - ENSUITE BATH - Walk-In Shower - Supply & Install CasaRoma Algonquin Limestone Sand Polished 12" x 24" (Silver Level Floor Tile - Vertical Stacked Installation) + 2 vertical decorotive rows of CasaRoma Algonquin Sand 2"x2" Mosaic (4" per row). Incl Epoxy Kerapoxy Grout.	\$ 2,038.00	Each
18152		Note: - CasaRoma Algonquin Limestone Sand Polished 12X24 #SAN69861 (Silver Level Floor Tile) - CasaRoma Algonquin Limestone Sand 2"x2" Mosaic #SAN69234 (Quote Level Tile)		
47		1 - MAIN BATHROOM - Tub/Shower - Supply & Install Olympia Venus Series 10x16 Ivory (standard Wall Tile - Horizontal Stack Installatin) + Horizontal 5" Border installed approx 5FT from Floor of Ceratec Lifestyle Dolomite Escarpement Light. Includes Epoxy Kerapoxy Grout	\$ 1,220.00	Each
18154		Note: - Olympia Venus Series 10X16 Ivory #GE.VN.IVO.1016 - Ceratec Lifestyle Dolomite 11.75 X 12.6 Escarpement Light		
*48 11		*1 - ENSUITE BATH - TILE - FLOOR - UPGRADE - SILVER - - ENSUITE BATHROOM STANDARD - SILVER	*\$ 280.00	Each
18155		Note: - Custom Ensuite Bathroom (Item #20)		
49		1 - KITCHEN/DINETTE - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 1/8" STAINED MAPLE	\$ 518.00	Each
18156		Note:		
*50 61669		1 - MASTER BEDROOM - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - MASTER BEDROOM (13)	*\$ 3,057.00	Each
18157		Note: - 3 1/8" Stained Maple		

PREPARED BY: Adam Bowman

LOCKED BY:

PE 922-2

InvoiceSQL.rpt 10Sept19

Vendor Initials:

Purchaser Initials:

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_

NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 3

PURCHASERS: Michael Mills and Nicole Mills

Printed: 2-Mar-20 5:20 pm

LOT NUMBER 21	PHASE 3	HOUSE TYPE 1015 THE MURRY ELEV C	CLOSING DATE 10-Nov-20
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ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*51 61666  18158	1	BEDROOM 2 - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - BEDROOM 2 (14)  Note: 3 1/8" Stained Maple	*\$ 2,074.00	Each
*52 61670  18159	1	STUDY - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - STUDY (10B)  Note: 3 1/8" Stained Maple	*\$ 1,829.00	Each
53 676  18163	1	KITCHEN - SINK - BLANCO HORIZON SILGRANITE U2 UNDERMOUNT (8IN DEEP)  Note: Only available with Solid Surface Countertops	\$ 350.00	Each
54 635  18164	1	KITCHEN - KITCHEN FAUCET - DELTA MARLEY 986LF - AR ARCTIC STAINLESS  Note:	\$ 257.00	Each
55 672  18165	3	SINK - AMERICAN STANDARD STUDIO UNDERMOUNT 0614 - 000  Note: Only available with Solid Surface Countertops  2 X Ensuite Bathroom 1 X Main Bathroom	\$ 1,212.00	
56 534  18166	3	BATHROOMS - DELTA VERO VANITY FAUCET 553LF SINGLE HOLE  Note: 2 X Ensuite Bathroom 1 X Main Bathroom	\$ 792.00	
57 530  18167	1	ENSUITE BATH - BATHROOMS - DELTA VERO SHOWER FAUCET T17253  Note:	\$ 373.00	Each
58   18176	1	MAIN BATHROOM - Supply & Install Upgrade Water Closet in Main Bathroom -American Standard Studio Dual Flush Right Height Elongated 1.1/1.6gpf #2794204.020  Note:	\$ 466.00	Each
59 875  18569	1	ENSUITE BATH - CABINETRY - ADD RECESSED MEDICINE CABINET BUILDERS STANDARD  Note:	\$ 249.00	Each
*60 999  18566	1	ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.  Note: Orbital Estimate # OR3257 Rev.02 dated 02/18/2020. Total \$989.00 + \$51.43 HST = \$1040.43	*\$ 1,040.43	Each
*61 998  18567	1	S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.  Note: S&S Electric Estimate # SS2736 dated 02/27/2020. Total \$4,235.00 + \$220.22 HST = \$4,455.22	*\$ 4,455.22	Each
62 704  18571	2	CERAMIC TILE - GROUT COLOR PER COLOUR  Note:	\$ 150.00	

Vendor Initials:

Purchaser Initials:

PREPARED BY: Adam Bowman

LOCKED BY:

PE 922-3

InvoiceSQL.rpt 10Sept19

CONSTRUCTION SCHEDULING APPROVAL

PER: \_\_\_\_\_

DATE: \_\_\_\_\_



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

PURCHASERS: Michael Mills and Nicole Mills

Printed: 2-Mar-20 5:20 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
21	3	1015 THE MURRY ELEV C	10-Nov-20

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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Sub Total	\$34,797.65
HST	\$0.00
Total	\$34,797.65

Payment Summary

<u>Paid By</u>	<u>Amount</u>
Total Payment: _____	

PURCHASER: Michael Mills  
Michael Mills

March 3, 2020  
DATE

VENDOR: [Signature]  
PER: Valecraft Homes (2019) Limited

PURCHASER: Nicole Mills  
Nicole Mills

March 3, 2020  
DATE

DATE: March 9, 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, Michael Mills & Nicole Mills 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: 21

Michael Mills

(Signature)

March 3, 2020

(Date)

Nicole Mills

(Signature)

March 3, 2020

(Date)



## Schedule "W4"

### Granite & Variegated Quartz Colour Variation

Purchaser's name: Michael Mills Lot no: 21 Plan #: 50M-338  
Purchaser's name: Nicole Mills Project: Place St. Thomas 3  
Home Phone: 819-778-2795 Model: 1015, Cust, Std  
Work Phone: N/A Closing Date: November 10, 2020  
E-Mail (1): redmills@hotmail.com E-Mail (2): redmills@hotmail.com

Valecraft Homes (2019) Limited continues to provide the best in class sales and service. We recognize the importance of your home to you, our valued customer.

Granite & Variegated Quartz countertops are an elegant addition to your home. However, there are some things of which you should be aware.


Due to the natural composition of **Granite**, inherent variations in texture, colour and consistency are to be expected and considered as normal.

During the process of manufacturing **Variegated Quartz** to achieve a more natural stone look, variations in the appearance between the sample & the slab are to be expected.

Valecraft Homes (2019) Limited strongly suggests that you attend an appointment with our granite/quartz supplier two to three months prior to closing to view the granite/variegated quartz slabs available in the colour you have already chosen. A representative from our supplier will contact you to set up a mutual date & time for the appointment.

I/we, Michael Mills & Nicole Mills


have read and fully understand the aforementioned recommendation set forth by the builder and as such hereby release VALECRAFT HOMES (2019) LIMITED from future responsibility with respect to a variation in colour of granite/ variegated quartz countertops.


 ☒ We accept this opportunity


☐ We decline this opportunity

Project: Place St. Thomas 3


LOT NO: 21

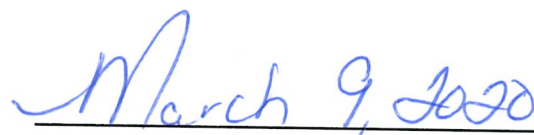
  
Purchaser

  
Date:

  
Purchaser

  
Date:

  
Valecraft Homes (2019) Limited

  
Date:

Appointment date given: \_\_\_\_\_ Spoke with/left message: \_\_\_\_\_

Time scheduled: \_\_\_\_\_ Date & Time: \_\_\_\_\_

**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 March 3, 2020.

Signed at Embrun, ON, this 3 day of March, 2020.

Michael Mills  
Purchaser

Wade Mills  
Purchaser

Valecraft Homes (2019) Limited

[Signature]  
Per:

March 9, 2020  
Date:

Lot #: 21 - Phase 3

Project: PLACE ST. THOMAS