

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

ON THE 14 DAY OF March, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 1
LOT: 1 BLOCK :
50M-338 PLACE ST. THOMAS 3
CIVIC ADDRESS: 501 Strasbourg Street

PURCHASERS: Paolo Tiseo & Tania Poce

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: March 19, 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: \$479,007.00
BALANCE AT CLOSING: \$459,007.00
LESS H.S.T. AMOUNT: \$445,395.64
SCHEDULE "G" DATED: March 14, 2020
TARION SCHEDULE "B" DATED: March 14, 2020

INSERT: 680 dated: April 8, 2020 in the amount of: \$722.00
NEW PURCHASE PRICE: \$479,729.00
NEW BALANCE AT CLOSING: \$459,729.00
NEW LESS H.S.T. AMOUNT: \$446,000.84
SCHEDULE "G" DATED: April 8, 2020
TARION SCHEDULE "B" DATED: April 8, 2020

DATED at Embrun, ON this 8 day of April 20 20

In the presence of:

[Signature]
WITNESS

[Signature]
PURCHASER

[Signature]
WITNESS

[Signature]
PURCHASER

DATED at Embrun this 23 day of April 20 20

VALECRAFT HOMES (2019) LIMITED

Per: [Signature]

Name: Fran Nisumkoop

Title: Vice President

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

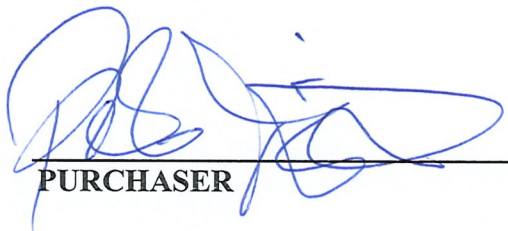
6. The Purchaser acknowledges and agrees that the Purchase Price set forth in this Agreement has been arrived at on the basis that the Purchase Price includes all Extras, premiums and bonuses and excludes any Extras ordered pursuant to a Change Order following the date of execution of this Agreement. 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 \$446,000.84. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.

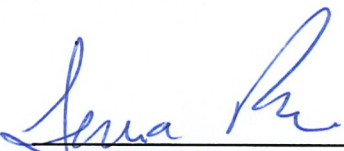
8. Due to maximum allowance of GST/HST Rebate, Purchaser acknowledges that an additional cost of \$7,776.07 representing the difference between GST/HST actually payable on the transaction and GST/HST calculated at 5.2% shall be incurred and payable on closing.

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

Signed at EMBRUN, ON this 8 day of April, 20 20


PURCHASER

VALECRAFT HOMES (2019) LIMITED


PURCHASER


PER:

April 23/20
DATE:

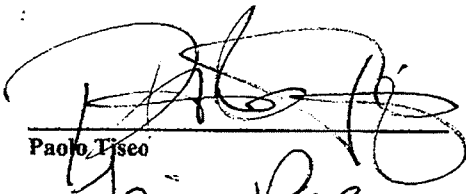
PROJECT: PLACE ST. THOMAS 3 LOT: 1

NON STANDARD EXTRAS (680)			
Place St. Thomas - Phase 3			
PURCHASERS: Paolo Tiseo and Tania Poce			
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
1	3	1016 THE McCABE LOFT ELEV A	14-Jan-21
51 835	1 - POWDER ROOM - WINDOW - ADD C2448-1 CASEMENT WINDOW (OPERATING) LOCATION AS PER SCHEDULE H.		\$ 497.00 Each
19040	Note: - Subject to limiting distance at side yard as per Current Building Code - Powder Room as per Sketch dated April 8, 2020		
52 871	1 - - CABINETRY - ADJUST KITCHEN CABINETRY TO ACCOMMODATE NON-STANDARD REFRIGERATOR SIZE.		\$ 75.00 Each
19052	Note: Purchaser(s) acknowledge that the number & or size of doors may be reduced in the surrounding cabinetry to accommodate.		
53	1 - KITCHEN - DELETE ITEM #28 - HOOD FAN CHIMNEY BROAN 290 CFM 30IN STAINLESS		-\$742.00 Each
19220	Note: DELETE ITEM #28 - CHIMNEY HOOD FAN		
54	1 - KITCHEN - BROAN RANGE HOOD - Stainless Steel #EW4830SS (400 CFM) ***NOTE NO MAKE UP AIR IS REQUIRED***		\$ 892.00 Each
19184	Note: - Chimney Style Hood Fan		
55	1 - BEDROOM 4 - REDESIGN & ENLARGE LOFT BEDROOM #4 CLOSET AS PER LOFT SKETCH DATED APRIL 8, 2020. RELOCATE ATTIC HATCH FROM BEDROOM #3 TO REDESIGNED CLOSET IN LOFT BEDROOM #4.		\$ 0.00 Each
19408	Note: - Please see Loft Sketch Dated April 8, 2020 - Redesigned closet in Bedroom #4 included double swing door. - Attic hatch relocated from Bedroom #3 to Bedroom #4 - Main bedroom door relocated to wall opposite staircase.		

Sub Total	\$722.00
HST	\$0.00
Total	\$722.00

Payment Summary	
Paid By	Amount
Total Payment:	

PURCHASER:

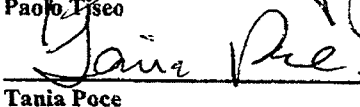


Paolo Tiseo

DATE

April 8, 2020

PURCHASER:



Tania Poce

DATE

April 8, 2020

VENDOR:



PER: Valecraft Homes (2019) Limited

DATE

April 23/20

CONSTRUCTION SCHEDULING APPROVAL	
PER:	_____
DATE:	_____



THE MCCABE

MODEL 1016

1510 SQ. FT. or

1964 SQ. FT. optional loft

Site: Place St. Thomas 3

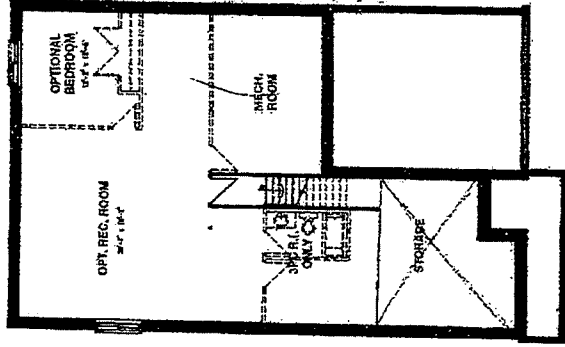
Purchaser: Paolo Tiseo

Plan No.: 50M-338

Lot: 1 - Phase 3

Purchaser: Tania Pope

Date: April 8, 2020



BASEMENT FLOOR - ELEVATION X



BASEMENT FLOOR - ELEVATION X



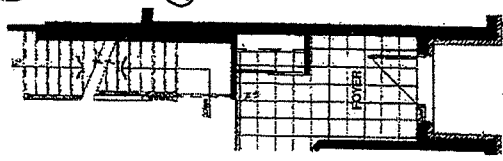
BASEMENT FLOOR - ELEVATION X



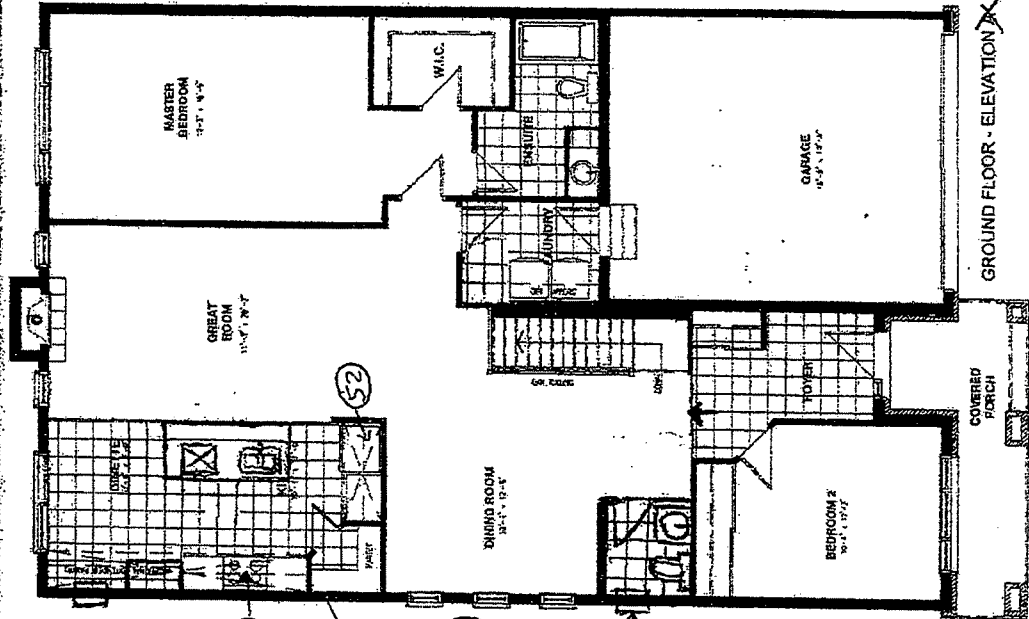
GROUND FLOOR - ELEVATION X



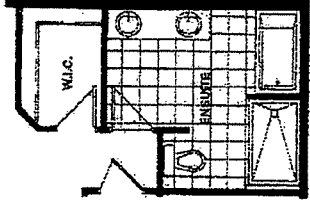
GROUND FLOOR - ELEVATION X



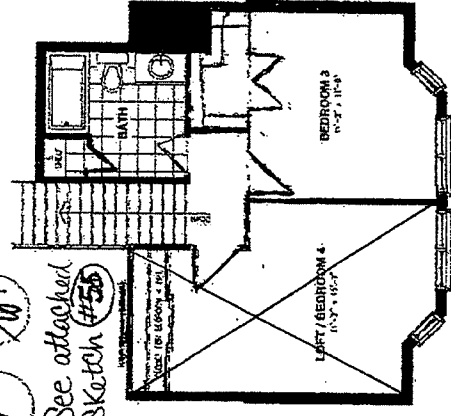
GROUND FLOOR - ELEVATION X



GROUND FLOOR - ELEVATION X



OPTIONAL SECOND FLOOR SUITE

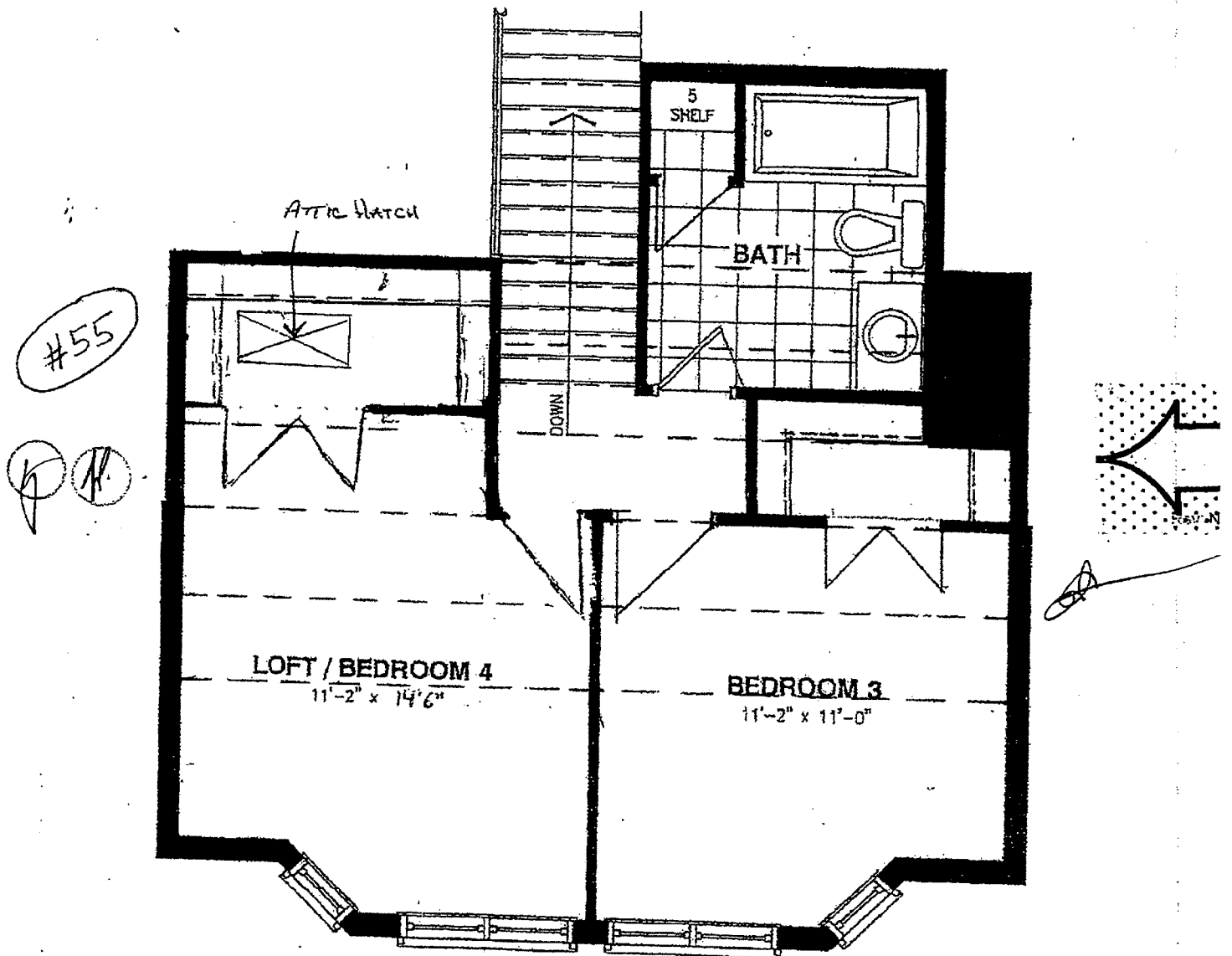


SECOND FLOOR - LOFT OPTION

All dimensions are approximate. Exterior illustrations are artist concepts only and may not be as shown. E & OE plans, materials and specifications are subject to change without notice. Actual useable floor space may vary from the stated floor areas. Note: Number of steps varies due to site grading.

E & OE 06/03/2019

LOFT - PST PH3 Lot 1



Project: Place St. Thomas 3
Plan No: SM-338 Lot No: 1- Phase 3
Model: 1016 "Loft" Sld Date: April 8, 2020
Purchaser: Paolo Tiseo
Purchaser: Tania Pece

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**

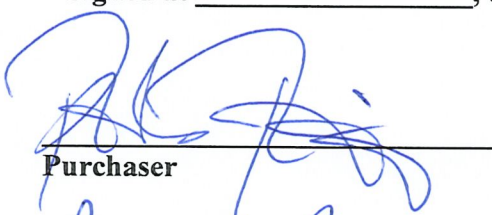
PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

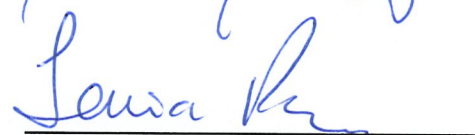
These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

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 April 8, 2020.

Signed at Embrun, ON, this 8 day of April, 2020.


Purchaser


Purchaser

Valecraft Homes (2019) Limited


Per:

April 23/20
Date:

Lot #: 1 - Phase 3

Project: PLACE ST. THOMAS