

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

ON THE 26 DAY OF January, 20 20

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 266  
LOT: 266 BLOCK :  
4M-1589 RATHWELL LANDING  
CIVIC ADDRESS: 742 Parade Drive

PURCHASERS: Ernest Matthew Dykeman and Elena Ramona Anton

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: March 11,2020

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: \$855,691.08  
BALANCE AT CLOSING: \$746,950.78  
LESS H.S.T. AMOUNT: \$778,487.68  
SCHEDULE "G" DATED: April 27,2020  
TARION SCHEDULE "B" DATED: April 27,2020

INSERT: 680 dated: May 27,2020 in the amount of: \$2,697.00  
NEW PURCHASE PRICE: \$858,388.08  
NEW BALANCE AT CLOSING: \$749,647.78  
NEW LESS H.S.T. AMOUNT: \$780,874.41  
SCHEDULE "G" DATED: May 27,2020  
TARION SCHEDULE "B" DATED: May 27,2020

DATED at Ottawa this 27 day of May 20 20

In the presence of:

Victoria S. Hu  
WITNESS

[Signature]  
PURCHASER

Victoria S. Hu  
WITNESS

[Signature]  
PURCHASER

DATED at Ottawa this 3 day of June 20 20


VALECRAFT HOMES LIMITED (VENDOR)

PER: [Signature]



**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 \$780,874.41. 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 \_\_\_\_\_ 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 Ottawa this 27 day of May, 20 20

  
PURCHASER

VALECRAFT HOMES LIMITED

  
PURCHASER

  
PER:

DATE: June 3, 2020

PROJECT: RATHWELL LANDING LOT: 266

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Ernest Matthew Dykeman and Elena Ramona Anton

Printed: 2-Jun-20 2:00 pm

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
266	2	1046 THE HAZELWOOD ELEV C - WALK OUT BASEMENT	26-Jan-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
*93 78585  19850	1	- HARDWOOD - LAUZON ENGINEERED HARDWOOD - 6-1/4" ESTATE STAINED - STANDARD AREAS  Note:	*\$ 5,303.00	Each
94  19853	1	- Delete item # 54 - Hardwood - Lauzon Emgineered Hardwood -41/8" wired brush -standard areas  Note:	-\$3,268.00	Each
95  19854	1	- Revision #1 to colour chart dated April 22, 2020 - RE: Hardwood flooring in std areas, Torlys flooring colour in basement, Stain colour throughout, ceramic floor tile throughout & ceramic wall tile in main, ensuite & basement bathrooms  Note: See colour chart dated May 27, 2020	\$ 0.00	Each
96  19855	1	- Clarification to item #51 - Torlys wide plank vinyl flooring colour to be Torlys Everwood Elite Valley Springs EW25005  Note: See Colour Chart Dated May 27, 2020	\$ 0.00	Each
97  19857	1	- Delete #97  Note:		Each
98 56187  19902	1	- KITCHEN SINK - FRANKE TECHNA TCX120-29 DOUBLE BOWL STAINLESS STEEL UNDERMOUNT SINK  Note: Only available with Solid Surface Countertops	\$ 987.00	Each
99  19903	1	- Delete item # 33 -Kitchen Sink -Reginox ND1831uA/9 undermount  Note:	-\$250.00	Each
100  19904	1	- Clarification to #40 - Delete one upgrade grout colour (908 dove grey)  Note: 929 Charcoal Grey & 910 Bright White to remain as previously selected.	-\$75.00	Each

Sub Total	\$2,697.00
HST	\$0.00
Total	\$2,697.00

Vendor Initials:  Purchaser Initials: 

CONSTRUCTION SCHEDULING APPROVAL

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

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



NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Ernest Matthew Dykeman and Elena Ramona Anton

Printed: 27-May-20 12:47 pm

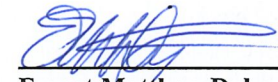
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
266	2	1046 THE HAZELWOOD ELEV C - WALK OUT BASEMENT	26-Jan-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
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Payment Summary

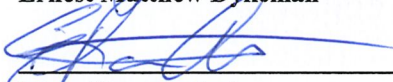
<u>Paid By</u>	<u>Amount</u>
Total Payment:	

PURCHASER:

  
Ernest Matthew Dykeman


27-May-20  
DATE

PURCHASER:

  
Elena Ramona Anton

27-May-20  
DATE

VENDOR:

  
PER: Valecraft Homes Limited

DATE: June 3, 2020

CONSTRUCTION SCHEDULING APPROVAL

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

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 #16 of the Agreement of Purchase & Sale. **\$225.00 + HST= \$254.25**

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

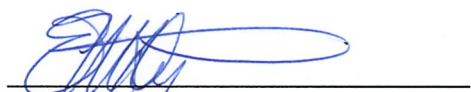
These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

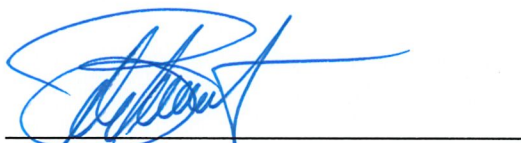
1. Land Transfer Tax based on final purchase price less HST as stated in Clause #16 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #6 of the Agreement of Purchase & Sale.
3. Maximum GST/HST rebate based on final purchase price less HST as stated in Schedule "G" Clause # 8 of the Agreement of Purchase & Sale.
4. Tarion Enrolment Fee based on final purchase price less HST as stated in Clause #6 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.
5. Additional upgrades/deletions contained in the attached Amendment to the Agreement of Purchase and Sale dated **May 27, 2020**.
6. Any increase in existing or newly imposed levies, development charges, education development charges or any impost or other charges imposed by an approving authority or public utility corporation as stated in Clause # 32 of the Agreement of Purchase & Sale.

Signed at **Ottawa**, this **27** day of **May**, 20**20**.

  
Purchaser

**Valecraft Homes Limited**

  
Purchaser


  
Per:

Date: **June 3, 2020**

Lot #: **266**

Project: **Rathwell Landing**

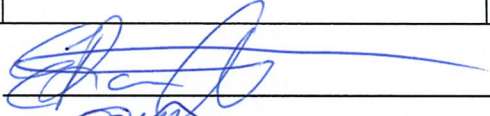




	SINGLES AND TOWNS COLOUR CHART					
	Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	Victoria
	Lot No:	266	Civic Address:	742 Parade Drive		
	Purchaser(s):	Ernest Matthew Dykeman			Model Name/#:	The Hazelwood 1046 WO
	Purchaser(s):	Elena Ramona Anton			Closing Date:	26-Jan-21
INTERIOR FINISHES						
DESCRIPTION					STD/UPG #	
TRIM STYLE						
DOOR STYLE						
INTERIOR HARDWARE						
INTERIOR LIGHTING PACKAGE						
BATHROOM ACCESSORIES						
FIREPLACE MANTLE	Modern Oak Décor Mantle Stained <del>to match</del> SB 208					UPG#79,90,93

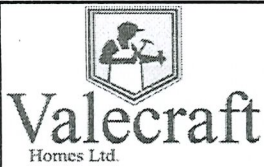
INTERIOR HANDRAILS AND SPINDLES				
	WOOD	STYLE	STAIN/COLOUR	STD/UPG #
HANDRAIL	Red Oak	Colonial	SB 208	UPG#54,93
BRACKET	Red Oak	Colonial	SB 208	UPG#54,93
SPINDLES	Red Oak	Colonial	SB208	UPG#54,93
POSTS	Red Oak	Colonial	SB 208	UPG#54,93
NOSINGS	Red Oak	/	SB 208	UPG#54,93
HARDWOOD STAIRCASES (WHERE APPLICABLE)	Red Oak	/	SB 208	UPG#35,36,34,93

APPLIANCES				
TYPE	SIZE	STD/UPG #	APPLIANCE UPG LEVEL	STD/UPG #
FRIDGE (Standard Minimum Opening is 33" x 70.75")				
RANGE	/	/	/	/
DISHWASHER	/	/	/	/
MICROWAVE/HOODFAN	/	/		
WASHING MACHINE/DRYER		/	/	

Purchaser's Signature(s) :  
Purchaser's Signature(s) :  
Approved By :

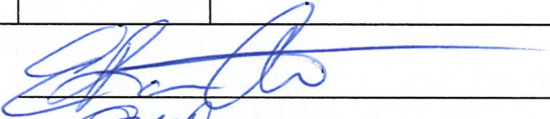
  
  



Date: May 27/20  
Date: May 27/20  
Date: June 3, 2020

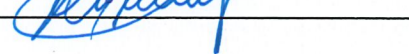


SINGLES AND TOWNS COLOUR CHART					
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Lot No:	266	Civic Address:	742 Parade Drive		
Purchaser(s):	Ernest Matthew Dykeman			Model Name/#:	The Hazelwood 1046 WO
Purchaser(s):	Elena Ramona Anton			Closing Date:	26-Jan-21

CERAMIC & GROUT SELECTIONS (1)					
ROOM	AREA	MANUFACTURER/SERIES/SIZE/ COLOUR/CODE	GROUT SELECTION	LEVEL	STD/UPG #
FOYER	FLOOR	Olympia Land 12"x24" Grigio(Grey) UI.LD.GRG.1224 (Rectangular Side To Side Install)	934 Delorean Grey	Bronze	UPG #,59
POWDER ROOM	FLOOR	Olympia Land 12"x24" Grigio (Grey) UI.LD.GRG 1224(Rectangular Side To Side Install)	934 Delorean Grey	Bronze + <del>UPG</del> STD grout	UPG# ,60
	WALL	/	/	/	/
	INSERT OR BORDER	/	/	/	/
MUDROOM	FLOOR	Olympia Land 12X24 Grigio Grey UI.LD.GRG...1224 (Rectangular Side To Side Install)	934 Delorean Grey	Bronze	UPG#,61
	WALL	/	/	/	/
	INSERT OR BORDER	/	/	/	/
BASEMENT WALK-OUT	FLOOR	Olympia Land 12"x24" GrigioGrey UI.LD..GRG.1224 (Rectangular Side To Side Install)	934 Delorean Grey	Bronze	UPG#,58,8
	WALL	/	/	/	/
	INSERT OR BORDER	/	/	/	/
KITCHEN	FLOOR	Olympia Land 12"x24"Grigio Grey UI.LD..GRG.1224 (Rectangular Side To Side Install)	934 Delorean Grey	Bronze	UPG#62
	BACKSPLASH	/	/	/	/
	INSERT OR BORDER	/	/	/	/
BREAKFAST AREA/DINETTE	FLOOR	OlympiaLand 12"x24" GrigioGrey UI.LD..GRG.1224 (Rectangular Side To Side Install)	934 Delorean Grey	Bronze	UPG#,62
FIREPLACE	HEARTH	/	/	/	/
	SURROUND	/	/	/	/
ADDITIONAL FIREPLACE	HEARTH	/	/	/	/
	SURROUND	/	/	/	/

Purchaser's Signature(s) : 

Purchaser's Signature(s) : 


Approved By : 

Date: May 27 /20

Date: May 27 /20

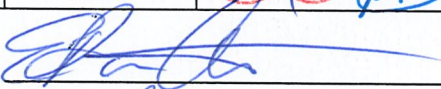
Date: June 3, 2020




 <b>Valecraft</b> Homes Ltd.	SINGLES AND TOWNS COLOUR CHART					
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	Purchaser(s):	Ernest Matthew Dykeman			Model Name/#:	The Hazelwood 1046 WO
	Purchaser(s):	Elena Ramona Anton			Closing Date:	26-Jan-21

CERAMIC & GROUT SELECTIONS (2)					
ROOM	AREA	MANUFACTURER/SERIES/SIZE/ COLOUR/CODE	GROUT SELECTION	LEVEL	STD/UPG #
MAIN BATHROOM	FLOOR	Olympia Land 12"x24" GrigioGrey U.I.LD..GRG.1224 (Rectangular Side To Side Install)	934 Delorean Grey	Bronze	UPG#63
	WALL	Euro Pasha Classic 12"x12 " (Horizontal Stacked Install) <i>Calacatta</i>	931 Standard White	Bronze	UPG#39
	TUB/ SHOWER CEILING	<i>Calacatta</i>			
3PC ENSUITE BATHROOM	FLOOR	/	/	/	/
	WALL	/	/	/	/
	INSERT OR BORDER	/			
5PC ENSUITE BATHROOM	FLOOR	Olympia Land 12"x24" Grigio Grey U.I.LD..GRG.1224 (Rectangular Side To Side Install)	934 Delorean Grey	Bronze	UPG#18,64
	TUB DECK	Euro Pasha Classic 12"x12 " (Horizontal Stacked Install) <i>Calacatta</i>	931 Standard White	Bronze	UPG#18,29,
	TUB BACKSPLASH	Euro Pasha Classic 12"x12 " (Horizontal Stacked Install) <i>Calacatta</i>	931 Standard White	Bronze +	UPG#18,29
	SHOWER CEILING	<i>Calacatta</i>	N/A	N/A	N/A
	SHOWER WALL	Euro Pasha Classic 12"x12 " (Horizontal Stacked Install) <i>Calacatta</i>	931 Standard White	Bronze	UPG#18,30,
BASEMENT/OTHER BATHROOM	FLOOR	Olympia Land 12"x24" Grigio Grey U.I.LD..GRG.1224 (Rectangular Front To Back Install)	934 Delorean Grey	Bronze	UPG#30,,57,8
	WALL (SHOWER & TUB)	Euro Pasha Classic 12"x12 " (Horizontal Stacked Install) <i>Calacatta</i>	931 Standard White	Bronze Floor	#30,,55,56,8
	SHOWER CEILING	<i>Calacatta</i>	N/A	N/A	N/A


Purchaser's Signature(s) :



Purchaser's Signature(s) :



Approved By :



Date:

May 27/20

Date:

May 27/20

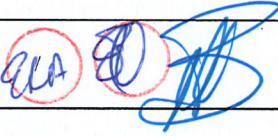
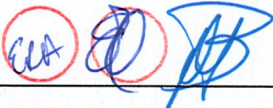
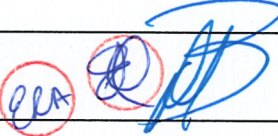
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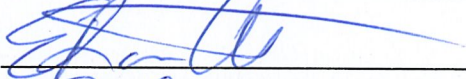
June 3/20

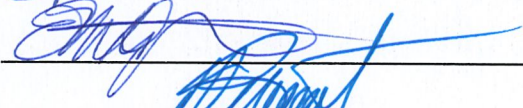


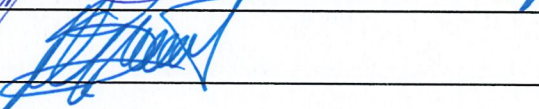


SINGLES AND TOWNS COLOUR CHART					
Community:	Rathwell Landing	Reg'd Plan #:	4M-1589	Sales Rep:	Victoria
Lot No:	266	Civic Address:	742 Parade Drive		
Purchaser(s):	Ernest Matthew Dykeman			Model Name/#:	The Hazelwood 1046 WO
Purchaser(s):	Elena Ramona Anton			Closing Date:	26-Jan-21

FLOORING SELECTIONS			
ROOM	CARPET/UNDERPAD OR HARDWOOD	LEVEL	STD/UPG #
MAIN FLOOR HALLWAY	Lauzon Designer Collection White Oak,Character Grade Estate Series Wyndham 6 1/4"	UPG	UPG#93
DINING ROOM	Lauzon Designer Collection White Oak,Character Grade Estate Series Wyndham 6 1/4"	UPG	UPG#93
FLEX ROOM	Lauzon Designer Collection White Oak,Character Grade Estate Series Wyndham 6 1/4"	UPG	UPG#93
BASEMENT BEDROOMS	/		
GREAT ROOM	Lauzon Designer Collection White Oak,Character Grade Estate Series Wyndham 6 1/4"	UPG	UPG#93
BEDROOM 5			
REAR HALLWAY	Lauzon Designer Collection White Oak,Character Grade Estate Series Wyndham 6 1/4"	UPG	UPG#93
KITCHEN	/	/	/
BREAKFAST AREA/DINETTE		/	/
MAIN STAIRS TO BEDROOMS	Stained to Match SB 208	UPG	UPG#35
UPPER HALLWAY	<sup>DESIGNER WHITE</sup> Lauzon Essential Collection Red Oak Character Grade Ultra-Matte Wire-Brushed Chocolate <sup>ESTATE SERIES</sup> 4-1/8" Wyndham 6 1/4"	UPG	UPG#93
BEDROOM # 2			
BEDROOM # 3			
BEDROOM # 4			
MASTER BEDROOM			
MASTER BEDROOM WALK-IN CLOSET			
STAIRS TO BASEMENT	Stained to Match SB 208	UPG	UPG#36,8
FINISHED BASEMENT RECREATION ROOM	Torlys Everwood Elite ValleySprings EW25005approx. 4-7/8" wide plank Vinyl Flooring	UPG	UPG#31,42,51,8,96

Purchaser's Signature(s) : 

Purchaser's Signature(s) : 

Approved By : 

Date: May 27/20

Date: May 27/20

Date: June 3/20



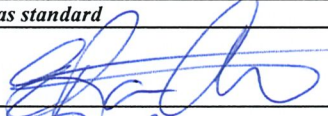




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Purchaser(s):	Ernest Matthew Dykeman			Model Name/#:	The Hazelwood 1046 WO
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PLUMBING FIXTURES

ROOM	FIXTURE	STYLE	FINISH	STD/UPG#
KITCHEN	SINK	Franke Techna TCX120-29 Double Bowl Undermount Sink	Stainless Steel	98
	FAUCET			
MAIN BATHROOM	SINK			
	VANITY FAUCET			
	WATER CLOSET			
	TUB/SHOWER			
	TUB/SHOWER FAUCET			
ENSUITE BATHROOM	SINKS			
	VANITY FAUCETS			
	WATER CLOSET			
	SHOWER			
	SHOWER FAUCET			
	BATHTUB			
	BATHTUB FAUCET			
POWDER ROOM	SINK			
	SINK FAUCET			
	WATER CLOSET			
BASEMENT/OTHER BATHROOM	SINK			
	VANITY FAUCET			
	WATER CLOSET			
	SHOWER			
	SHOWER FAUCET			
	TUB			

NOTE: All fixtures are white as standard

Purchaser's Signature(s) :   
Purchaser's Signature(s) :   
Approved By : 

Date: 27-May-20  
Date: 27-May-20  
Date: June 3/20

Subject to change by Valecraft Homes in the event of unavailability of materials.  
Prices, terms and specifications are subject to change without notice E/O.E  
K:\Sales\Sales Legal Docs\Site - Rathwell\Singles Phase 2\RL 266 WO - Dykeman\RL Lot 266 HO SIGN