

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

ON THE 24 DAY OF June, 20 20.

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 263
LOT: 263 BLOCK :
4M-1589 RATHWELL LANDING
CIVIC ADDRESS: 736 Parade Dr

PURCHASERS: Michael R. Maiorino and Ashley L. Maiorino

VENDORS: VALECRAFT HOMES LIMITED

DATE OF ACCEPTANCE: July 16, 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: \$723,570.38
BALANCE AT CLOSING: \$673,570.38
LESS H.S.T. AMOUNT: \$661,566.71
SCHEDULE "G" DATED: June 24, 2020
TARION SCHEDULE "B" DATED: June 24, 2020

INSERT: 680 dated: September 10, 2020 in the amount of: \$47,661.97
NEW PURCHASE PRICE: \$771,232.35
ADDITIONAL DEPOSIT DATED FEB 22, 2020 OF: \$23,000.00
NEW BALANCE AT CLOSING: \$698,232.35
NEW LESS H.S.T. AMOUNT: \$703,745.44
SCHEDULE "G" DATED: September 10, 2020
TARION SCHEDULE "B" DATED: September 10, 2020
SCHEDULE "W4" DATED: September 10, 2020

DATED at Ottawa this 10th day of September 20 20

In the presence of:

Victoria S. Hu
WITNESS

X [Signature]
PURCHASER

Victoria S. Hu
WITNESS

X [Signature]
PURCHASER

DATED at Ottawa this 23rd day of September 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 \$ 703,745.44 ~~\$702,433.99~~. The Purchaser is responsible for payment in full of the Land Transfer Tax and the cost of registration of the transfer.
8. The Purchaser agrees to execute all further documents required by the Vendor after closing to give effect to this Schedule.

Signed at Ottawa this 10 day of SEPTEMBER, 20 20


PURCHASER

VALECRAFT HOMES LIMITED


PURCHASER


PER:

September 23, 2020
DATE:

PROJECT: RATHWELL LANDING LOT: 263

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Michael R Maiorino and Ashley L Maiorino			Printed: 23-Sep-20 9:37 am
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
263	2	1046 THE HAZELWOOD ELEV B - WALK OUT BASEMENT	22-Jun-21
ITEM	QTY	EXTRA / CHANGE	PRICE
*22 111286 21956		1 - <i>KITCHEN</i> - HOOD FAN - CHIMNEY - WHIRLPOOL 300 CFM - 30IN STAINLESS IN LIEU OF OTR. INCLUDES ADDITIONAL BACKSPLASH TILES FROM BUILDERS STANDARD SELECTIONS Note: Does not include modifications to cabinetry or electrical for new microwave location. To be checked if Make-up Air system is required by Estimation Department	*\$ 616.00 Each
*23 1101 21960		*1 - <i>ENSUITE BATH</i> - LOWER CABINETS - LC BANK OF DRAWERS (4 DRAWERS) Note: Approx. centered between sinks as per Second Floor sketch	*\$ 750.00 Each
24 29144 21961		1 - <i>BASEMENT</i> - PAINT ADDITIONAL COLOUR (NON DEEP BASE) BUILDERS STANDARD PAINT. PER COLOUR FOR COMPLETE HOUSE Note: INCLUDES FINISHED BASEMENT	\$ 577.00 Each
25 28820 21963		1 - <i>KITCHEN</i> - KITCHEN SINK - BLANCO HORIZON SILGRANITE U2 UNDERMOUNT (8IN DEEP) - MIN 34" WIDE CABINET REQUIRED Note: See #36 for Solid Surface Countertops. COLOUR: Concrete Grey	\$ 382.00 Each
26 28779 21964		1 - <i>KITCHEN</i> - KITCHEN FAUCET - DELTA MARLEY 986LF - AR ARCTIC STAINLESS Note:	\$ 306.00 Each
27 56196 21965		2 - <i>ENSUITE BATH</i> - BATHROOM SINK - AMERICAN STANDARD BOXE UNDERMOUNT SINK 0315 - 000 Note: See #7 & 37 for upgraded ensuite and Solid Surface Countertops	\$ 510.00
28 28598 21966		2 - <i>ENSUITE BATH</i> - BATHROOMS - DELTA ARA 568LF - MPU (CHROME) 1 HOLE LAVATORY FAUCET W/ CHANNEL SPOUT Note:	\$ 780.00
*29 49 21982		*1 - - UNDERPAD - UPGRADE - LEVEL 1 - - STANDARD AREAS - LEVEL 1 Note: INCLUDES STAIRS TO SECOND FLOOR as per Second Floor Sketch	*\$ 753.00 Each
30 21983		1 - <i>BASEMENT</i> - UNDERPAD - UPGRADE - LEVEL 1 -- BASEMENT REC ROOM, BASEMENT BEDROOM, BASEMENT FINISHED AREA & STAIRS TO BASEMENT as per Basement Sketch Note:	\$ 529.00 Each
31 21984		1 - <i>KITCHEN</i> - PUCK LIGHTS (9 LIGHTS) C/W FALSE BOTTOMS UNDER UPPER CABINETS C/W SEPERATE SWITCH Note:	\$ 2,423.00 Each
*32 29153 24350		1 - <i>GREAT ROOM</i> - DELETE STANDARD MDF PAINTED WHITE TYPE 1 MODERN MANTLE FROM FIREPLACE. Note: Due To Extremely High Heat Temperatures Exiting The Top Vent Of The Fireplace causing Potential Damage ToElectronics And/Or Wall Décor Installed Above The Fireplace, The Purchaser(s) Acknowledge(s) That The Builder Recommends Install of Fireplace Fan	\$ 0.00 Each
33 22235		1 - <i>KITCHEN</i> - PROVIDE FOR 2 COLOURS OF CABINETRY Note:	\$ 260.00 Each

Vendor Initials: 

Purchaser Initials:  

PREPARED BY: Samar Merhi

LOCKED BY:

PE 1,119-1

InvoiceSQL.rpt 16May20

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Michael R Maiorino and Ashley L Maiorino			Printed: 23-Sep-20 9:37 am
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
263	2	1046 THE HAZELWOOD ELEV B - WALK OUT BASEMENT	22-Jun-21
ITEM	QTY	EXTRA / CHANGE	PRICE
			INTERNAL USE
34		1 - <i>KITCHEN</i> - Clarification: Standard BANK OF DRAWERS is located NEXT TO COOKTOP (SIDE CLOSEST TO SINK) as per Kitchen Sketch	\$ 0.00
21987		Note:	Each
*35		*1 - <i>KITCHEN</i> - LOWER CABINETS - EURO CARGO RECYCLE BIN (300MM - 600MM)	\$ 817.00
28227			Each
22236		Note: #461450100 to be located in island side closest to sink as per Kitchen Sketch	
36		1 - <i>KITCHEN</i> - QUARTZ - LEVEL 1 - REVISED KITCHEN LAYOUT C/W FLUSH BREAKFAST BAR	\$ 6,949.00
21991		Note: With Eased Edge as per Ktichen and Profile Sketch	Each
37		1 - <i>ENSUITE BATH</i> - COUNTERTOP - QUARTZ - LEVEL 1 - ENSUITE BATHROOM - OPT 5PC	\$ 1,176.00
111010			Each
21992		Note: With Eased Edge as per Profile Sketch	
38		1 - <i>FOYER</i> - TILE - FLOOR - UPGRADE - BRONZE - - FOYER (1) - BRONZE	\$ 168.00
50			Each
21993		Note: As per Main Floor Sketch	
39		1 - <i>POWDER ROOM</i> - TILE - FLOOR - UPGRADE - BRONZE - - POWDER ROOM (3) - BRONZE	\$ 107.00
50			Each
21994		Note: As per Main Floor Sketch	
40		1 - <i>LAUNDRY ROOM</i> - TILE - FLOOR - UPGRADE - BRONZE - - MUD / LAUNDRY ROOM (6) - BRONZE	\$ 387.00
50			Each
21995		Note: Includes walk-in closet as per Main Floor Sketch	
41		1 - <i>KITCHEN</i> - Increase size of island by approx. 1 foot c/w flush breakfast bar in level 1 cabinetry and level 1 quartz as per Kitchen Sketch. Includes opening of approx. 18" wide for future wine fridge. Island to be moved approx. 6" towards the cooktop to accommodate	\$ 1,740.00
24351		Note:	Each
42		1 - <i>KITCHEN</i> - TILE - WALL - BACKSPLASH - UPGRADE - BRONZE - - KITCHEN - BRONZE	\$ 138.00
190			Each
21997		Note: *** INCLUDES AREA FOR CHIMNEY HOOD FAN ***	
43		1 - <i>GREAT ROOM</i> - RAISE STD FIREPLACE APPROX 12" FROM FINISHED FLOOR	\$ 150.00
21999		Note:	Each
44		1 - <i>GREAT ROOM</i> - BUMP OUT STD FIREPLACE APPROX 8" INTO ROOM	\$ 150.00
22011		Note: See item #9 as per Main Floor Sketch	Each
45		1 - <i>GREAT ROOM</i> - INSTALL FIREPLACE SURROUND TILE FROM FLOOR TO CEILING IN A HORIZONTAL 1/3 STACKED PATTERN CERATEC SICHENIA 6.5"X16.1 PAVE WALL HOUSE 1658 GRAFITE	\$ 5,378.00
21998		Note: See #44 for FIREPLACE returns	Each

NON STANDARD EXTRAS (680)			
Rathwell Landing - Phase 2			
PURCHASERS: Michael R Maiorino and Ashley L Maiorino			Printed: 23-Sep-20 9:37 am
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
263	2	1046 THE HAZELWOOD ELEV B - WALK OUT BASEMENT	22-Jun-21
ITEM	QTY	EXTRA / CHANGE	PRICE
46	1	- Delete item #46	Each
24352	Note:		
*47	142	*1 - ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - BRONZE - - SHOWER SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - BRONZE	*\$ 360.00
22003	Note:		
*48	142	*1 - ENSUITE BATH - TILE - WALL - UPGRADE - FLOOR TILE IN LIEU OF WALL - BRONZE - - TUB SURROUND - ENSUITE BATHROOM - OPTIONAL (20) - BRONZE	*\$ 100.00
22004	Note:	Includes Tub Deck	
49	28848	2 - - CERAMIC TILE - GROUT COLOR PER COLOUR	\$ 150.00
22006	Note:		
*50	63423	1 - - HARDWOOD - LAUZON ENGINEERED HARDWOOD - 3 - 1/8"STAINED - STANDARD AREAS	*\$ 2,618.00
22248	Note:	As per Flex Room, Main Floor and Second floor Sketches	
*51	104295	1 - KITCHEN - LOWER MICROWAVE CABINET APPROX 26" WIDE INCLUDING DRAWER BELOW AND DEDICATED OUTLET (LEVEL 1 SERIES CABINETRY)	*\$ 681.00
22012	Note:	Located beside the wall ovens as per Kitchen Sketch	
*52	29025	3 - KITCHEN - UPPER CABINETS - CLEAR GLASS UPPER CABINET SINGLE DOOR (1 LITE)	*\$ 630.00
22598	Note:	Located in 3 upper cabinets above dishwasher as per Ktichen Sketch	
53		1 - KITCHEN - SUPPLY AND INSTALL WHIRLPOOL 5.0 DOUBLE OVEN WOD77ECOHS STAINLESS	\$ 4,071.00
23028	Note:		
54		1 - KITCHEN - SUPPLY AND INSTALL WHIRLPOOL 36" GAS COOKTOP WCG55U56HS STAINLESS	\$ 1,946.00
23029	Note:		
*55	29143	1 - - ORBITAL UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 1,944.73
23393	Note:	estimate # OR 4208 Rev 03 and sketch dated 09/07/2020	
*56	29142	1 - - S&S ELECTRIC UPGRADES AS PER ATTACHED QUOTE & SKETCH.	*\$ 8,077.24
23394	Note:	Estimate # SS3509 REV.05 dated 09/21/2020	
57	186	1 - KITCHEN - TILE - WALL - BACKSPLASH - INSTALLED IN A BRICK PATTERN - INSTALLATION ONLY - - KITCHEN - .	\$ 65.00
23680	Note:	As per Wall tile Sketch	

NON STANDARD EXTRAS (680)

Rathwell Landing - Phase 2

PURCHASERS: Michael R Maiorino and Ashley L Maiorino

Printed: 23-Sep-20 9:37 am

LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
263	2	1046 THE HAZELWOOD ELEV B - WALK OUT BASEMENT	22-Jun-21

ITEM	QTY	EXTRA / CHANGE	PRICE	INTERNAL USE
58	50	1 - KITCHEN/DINETTE - TILE - FLOOR - UPGRADE - BRONZE - - DINETTE - BRONZE	\$ 1,181.00	Each
23682		Note: INCLUDES KITCHEN as per Kitchen and Floor tile Sketches		
59	50	1 - ENSUITE BATH - TILE - FLOOR - UPGRADE - BRONZE - - ENSUITE BATHROOM OPTIONAL - BRONZE	\$ 292.00	Each
23683		Note: As per Second floor and Floor tile sketches		
*60	57	*1 - KITCHEN - TILE - FLOOR - INSTALLED STAGGERED - INSTALLATION ONLY - - KITCHEN (4) - .	*\$ 275.00	Each
24354		Note: Rectangular Front to Back as per Kitchen and Floor tile Sketches		
*61	57	*1 - KITCHEN/DINETTE - TILE - FLOOR - INSTALLED STAGGERED - INSTALLATION ONLY - - DINETTE - .	*\$ 225.00	Each
24353		Note: Rectangular Front to Back as per Kitchen and Floor tile Sketches		
62		1 - STUDY - flex room - clarification of door location item # 8 - door to come off the foyer as per Flex Room Sketch	\$ 0.00	Each
23804		Note:		

Sub Total	\$47,661.97
HST	\$0.00
Total	\$47,661.97

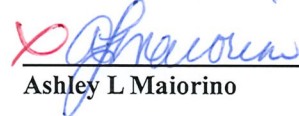
Payment Summary	
<u>Paid By</u>	<u>Amount</u>
Total Payment: _____	

PURCHASER: 

Michael R Maiorino

23-Sep-20

DATE

PURCHASER: 

Ashley L Maiorino

23-Sep-20

DATE

VENDOR: 

PER: Valecraft Homes Limited

September 23, 2020

DATE:

CONSTRUCTION SCHEDULING APPROVAL	
PER:	_____
DATE:	_____

Schedule "W4"
Granite & Variegated Quartz Colour Variation

Purchaser's name: Michael R. Maiorino Lot no: 263 Plan #: 4M-1589
Purchaser's name: Ashely L. Maiorino Project: RATHWELL LANDING
Home Phone: 613 435-2399 Model: 1046 B Rev WO Hazelwood
Work Phone: 613 793-6953 Closing Date: June 23, 2020
E-Mail (1): mike.maiorino@rci.roger.com E-Mail (2): ashley.maiorino@rogers.com

Valecraft Homes 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 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 R. Maiorino and Ashley L. Maiorino

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

☐ We accept this opportunity

ash ☒ We decline this opportunity

Project: RATHWELL LANDING LOT NO: 263

[Signature]
Purchaser

SEPT 10 / 20
Date:

[Signature]
Purchaser

SEPT 10 / 20
Date:

[Signature]
Valecraft Homes Limited

September 23, 2020
Date:

Appointment date given: _____ Spoke with/left message: _____

Time scheduled: _____ Date & Time: _____

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.

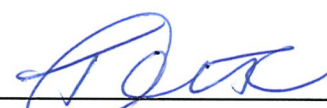
1. Land Transfer Tax based on final purchase price less HST as stated in Clause #16 of the Agreement of Purchase & Sale.
2. Property Taxes as per final statement of adjustments as stated in Clause #6 of the Agreement of Purchase & Sale.
3. Maximum GST/HST rebate based on final purchase price less HST 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 September 10, 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 10, day of September, 2020.

X 
Purchaser

Valecraft Homes Limited

X 
Purchaser

Per: 

Date: September 23, 2020

Lot #: 263

Project: **Rathwell Landing**