

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED
ON THE 21 DAY OF November , 20 20 .

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 4
LOT: 4 BLOCK :
50M-348 PLACE ST THOMAS 5
CIVIC ADDRESS: 928 Lucerne Drive
PURCHASERS: Evan O'Flaherty & Daniel Waugh

VENDORS: VALECRAFT HOMES (2019) LIMITED
DATE OF ACCEPTANCE: November 27, 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: \$613,142.95
BALANCE AT CLOSING: \$544,862.95
LESS H.S.T. AMOUNT: \$563,843.32
SCHEDULE "G" DATED: January 25, 2021
TARION SCHEDULE "B" DATED: January 25, 2021

INSERT: 680 dated: March 15, 2021 in the amount of: \$802.00
NEW PURCHASE PRICE: \$613,944.95
NEW BALANCE AT CLOSING: \$546,664.95
NEW LESS H.S.T. AMOUNT: \$564,553.05
SCHEDULE "G" DATED: March 15, 2021
TARION SCHEDULE "B" DATED: March 15, 2021

Dated at Vaudreuil, QC this 15 day of March , 2021

In the presence of:

WITNESS

DocuSigned by:
PURCHASER

WITNESS

DocuSigned by:
Evan O'Flaherty
PURCHASER

Dated at Ottawa this 17 day of March , 2021

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:
Per: Frank Nieuwkoop
A04F827301214EE...

Name: F. Nieuwkoop

Title: Vice President
I HAVE THE AUTHORITY TO BIND THE CORPORATION



NON STANDARD EXTRAS (680)

Place St. Thomas - Phase 5

PURCHASERS: Evan O'Flaherty and Daniel Waugh

Printed: 17-Mar-21 12:39 pm

| LOT NUMBER | PHASE | HOUSE TYPE | CLOSING DATE |
|------------|-------|------------------------|--------------|
| 4 | 5 | 1035 THE MORROW ELEV A | 30-Nov-2021 |

| ITEM | QTY | EXTRA / CHANGE | PRICE | INTERNAL USE |
|-------|-----|---|------------|--------------|
| 99 | | 1 - MAIN BATHROOM - DELETE ITEM # 76 (RE: SILVER FLOOR TILE IN MAIN BATHROOM) | -\$514.00 | Each |
| 30971 | | Note: - Tile Discontinued | | |
| 100 | | 1 - BASEMENT BATHROOM - DELETE ITEM # 77 (RE: SILVER LEVEL FLOOR TILE IN BASEMENT BATHROOM) | -\$205.00 | Each |
| 30974 | | Note: - Tile Discontinued | | |
| 101 | | 1 - MAIN BATHROOM - DELETE ITEM # 78 (RE: BRONZE LEVEL WALL TILE IN MAIN BATHROOM) | -\$234.00 | Each |
| 30972 | | Note: - Tile Discontinued | | |
| 102 | | 1 - BASEMENT BATHROOM - DELETE ITEM # 95 (RE: BRONZE LEVEL WALL TILE IN BASEMENT BATHROOM) | -\$200.00 | Each |
| 30976 | | Note: - Tile Discontinued | | |
| *103 | 8 | *1 - - TILE - FLOOR - UPGRADE - BRONZE - - MAIN BATHROOM (18) - BRONZE | * \$260.00 | Each |
| 30977 | | Note: To be installed rectangular front to back of the house as per tile installation sheet dated January 25, 2021. | | |
| 104 | | 1 - BASEMENT BATHROOM - TILE - FLOOR - UPGRADE - BRONZE - - BASEMENT BATHROOM - BRONZE | \$137.00 | Each |
| 30978 | | Note: To be installed rectangular front to back of the house as per tile installation sheet dated January 25, 2021. | | |
| *105 | 25 | *1 - MAIN BATHROOM - TILE - WALL - UPGRADE - GOLD - - MAIN BATHROOM (18) - GOLD | * \$779.00 | Each |
| 30979 | | Note: To be installed horizontal 1/2 brick pattern as per tile installation sketch dated January 25, 2021. See Item #79 | | |
| 106 | | 1 - BASEMENT BATHROOM - TILE - WALL - UPGRADE - GOLD - - BASEMENT BATHROOM - GOLD | \$779.00 | Each |
| 30980 | | Note: To be installed horizontal 1/2 brick pattern as per tile installation sketch dated January 25, 2021. See Item #96 | | |
| 107 | | 1 - - REVISION #1 TO INTERIOR COLOUR CHART DATED JANUARY 25, 2021 | | Each |
| 30996 | | Note: Colour Revision #1 - Reselected Main Bathroom & Basement Bathroom Wall & Floor Tile | | |

Sub Total

\$802.00

HST

\$0.00

Total

\$802.00

PREPARED BY: Adam Bowman
LOCKED BY: Lisa Ballard
PE 1,442-1
InvoiceSQL.rpt 16May20

Vendor Initials

DS

FN

Purchaser Initials

DS

DW

DS

EO

CONSTRUCTION SCHEDULING APPROVAL

PER: _____

DATE: _____



| | | | |
|--|-------|------------------------|-----------------------------|
| NON STANDARD EXTRAS (680) | | | |
| Place St. Thomas - Phase 5 | | | |
| PURCHASERS: Evan O'Flaherty and Daniel Waugh | | | Printed: 17-Mar-21 12:39 pm |
| LOT NUMBER | PHASE | HOUSE TYPE | CLOSING DATE |
| 4 | 5 | 1035 THE MORROW ELEV A | 30- Nov-2021 |
| ITEM | QTY | EXTRA / CHANGE | PRICE |
| | | | INTERNAL USE |

| | |
|-----------------------|---------------|
| Payment Summary | |
| <u>Paid By</u> | <u>Amount</u> |
| <u>Total Payment:</u> | |

PURCHASER:

DocuSigned by:

17-Mar-21

DATE

Evan O'Flaherty

PURCHASER:

DocuSigned by:

17-Mar-21

DATE

Daniel Waugh

VENDOR:

DocuSigned by:

A04F827301214EE..PER: Valecraft Homes (2019) Limited

March 18, 2021 | 4:41 AM PDT

DATE:

PREPARED BY: Adam Bowman

LOCKED BY: Lisa Ballard

PE 1,442-2

InvoiceSQL.rpt 16May20

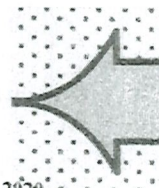
| | |
|----------------------------------|--|
| CONSTRUCTION SCHEDULING APPROVAL | |
| PER: | |
| DATE: | |

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.

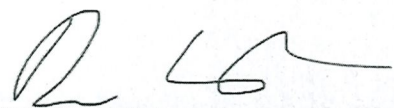

 Purchaser


 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 \$564,553.05. 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.

Dated at Vaudreuil, QC this 15 day of March, 2021


PURCHASER

VALECRAFT HOMES (2019) LIMITED


PURCHASER


PER:

March 17/21
DATE:

PROJECT: PLACE ST THOMAS 5 LOT: 4

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.

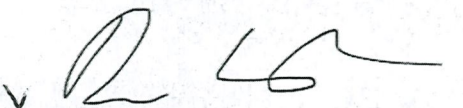
1. Preparation of transfer fee by Builder's solicitor as stated in Clause #22 of the Agreement of Purchase & Sale. \$275.00 + HST= \$310.75

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 15, 2021.

Signed at Vaudreuil, QC, this 15 day of March, 2021.

X 
Purchaser

Valecraft Homes (2019) Limited


X 
Purchaser

Per: 

Date: March 17/21

Lot #: 4 - Phase 5

Project: Place St. Thomas 5

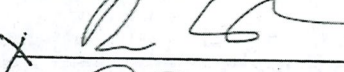


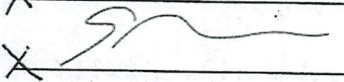
SINGLES AND TOWNS COLOUR CHART


Rev #1

| | | | | | |
|---------------|--------------------|----------------|--------------------------------------|---------------|------------------|
| Community: | Place St. Thomas 5 | Reg'd Plan #: | 50M-348 | Sales Rep: | A. Bowman |
| Lot No: | 4 - Phase 5 | Civic Address: | 928 Lucerne Drive, Embrun ON K0A 1W0 | | |
| Purchaser(s): | Evan O'Flaherty | | | Model Name/#: | Morrow #1035 "A" |
| Purchaser(s): | Daniel Waugh | | | Closing Date: | 30-Nov-20 |

| CERAMIC & GROUT SELECTIONS (2) | | | | | |
|--------------------------------|------------------|---|--------------------|--------------------------------|----------------|
| ROOM | AREA | MANUFACTURER/SERIES/SIZE/ COLOUR/CODE | GROUT SELECTION | LEVEL | STD/UPG # |
| MAIN BATHROOM | FLOOR | Shnier Casaroma Cemento Cassero Bianco #7252060 (Rectangular Front to Back install) | 949 Silverado | Bronze + UPG Grout | 103, 6, 74 |
| | WALL | Ceratec Ragno 3.9 x 11.8 - Brick R4GJ White (Horizontal 1/2 brick install) | 910 Bright White | Gold + UPG install + UPG Grout | 105, 6, 79, 74 |
| | INSERT OR BORDER | / | | | |
| 3PC ENSUITE BATHROOM | FLOOR | | | | |
| | WALL | | | | |
| | INSERT OR BORDER | | | | |
| 4PC ENSUITE BATHROOM | FLOOR | | | | |
| | VANITY WALL | | | | |
| | | | | | |
| | | | | | |
| | SHOWER WALLS | | | | |
| BASEMENT/OTHER BATHROOM | FLOOR | Shnier Casaroma Cemento Cassero Bianco #7252060 (Rectangular Front to Back install) | 949 Silverado | Bronze + UPG Grout | 104, 74 28 |
| | WALL | Ceratec Ragno 3.9 x 11.8 - Brick R4GJ White (Horizontal 1/2 brick install) | 910 Bright White | Gold + UPG install + UPG Grout | 106, 96, 74 28 |
| | INSERT OR BORDER | / | | | |

Purchaser's Signature(s) : 

Purchaser's Signature(s) : 

Approved By : 

Date: 15-Mar-21

Date: 15-Mar-21

Date: Mar 17/21