

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
BETWEEN THE UNDERSIGNED PARTIES HERETO SIGNED  
ON THE 16 DAY OF October , 20 20 .

REGARDING PROPERTY KNOWN AS: BUILDER'S LOT : 2  
LOT: 2 BLOCK :  
50M-348 PLACE ST THOMAS 5  
CIVIC ADDRESS: 920 Lucerne Drive

PURCHASERS: Patrick Gorman, Siyan Bin & Brian Gorman

VENDORS: VALECRAFT HOMES (2019) LIMITED

DATE OF ACCEPTANCE: October 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: \$490,761.50  
BALANCE AT CLOSING: \$465,761.50  
LESS H.S.T. AMOUNT: \$455,541.15  
SCHEDULE "G" DATED: December 18, 2020  
TARION SCHEDULE "B" DATED: December 18, 2020

INSERT: 680 dated: May 17, 2021 in the amount of: \$132.00  
NEW PURCHASE PRICE: \$490,893.50  
NEW BALANCE AT CLOSING: \$465,893.50  
NEW LESS H.S.T. AMOUNT: \$455,657.96  
SCHEDULE "G" DATED: May 17, 2021  
TARION SCHEDULE "B" DATED: May 17, 2021

Dated at Russell, ON this 17th day of May , 2021

In the presence of:

WITNESS

WITNESS

DocuSigned by:  
Patrick Gorman  
PURCHASER  
DocuSigned by:  
Siyan Bin  
B2716EEFABA74FC...  
DocuSigned by:  
Brian Gorman  
PURCHASER

Dated at Ottawa this 18th day of May , 2021

VALECRAFT HOMES (2019) LIMITED

Per: Frank Nieuwkoop  
A04F827301214EE...

Name: Frank Nieuwkoop

Title: Vice-President

I HAVE THE AUTHORITY TO BIND THE CORPORATION  
REV: September 17, 2020

**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:

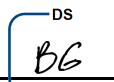
(a) The Real Property is being purchased as the Purchaser's primary place of residence and that the Purchaser will take possession and occupy the Dwelling forthwith upon closing and will not allow occupancy of the Dwelling by any other individual (other than the Purchaser's immediate family) as a place of residence prior to occupancy by the Purchaser;

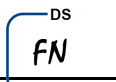
(b) Purchaser will execute and deliver on closing such documents as the Vendor may require to confirm the warranties and agreements contained in this Schedule; and

(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 \$455,657.96 . 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 Russell, ON this 17th day of May , 2021

DocuSigned by:  
Patrick Gorman  
PURCHASER  
C619A53B4488...

DocuSigned by:  
Siyan Bin  
B2716EFABAF74FC...

DocuSigned by:  
Brian Gorman  
PURCHASER  
B6C5A023068445...

VALECRAFT HOMES (2019) LIMITED

DocuSigned by:  
Frank Nieuwkoop  
PER: A04F827301214EE...

May 18, 2021  
DATE:

PROJECT: PLACE ST THOMAS 5 LOT: 2



NON STANDARD EXTRAS (680)			
Place St. Thomas - Phase 5			
PURCHASERS: Patrick Gorman, Siyan Bin and Brian Gorman			Printed: 17-May-21 1:50 pm
LOT NUMBER	PHASE	HOUSE TYPE	CLOSING DATE
2	5	1015 THE MURRY ELEV C	21-Oct-21
ITEM	QTY	EXTRA / CHANGE	PRICE
33		1 - KITCHEN/DINETTE - REVISION #1 TO INTERIOR COLOUR CHART DATED DECEMBER 18, 2020	\$0.00
32772	Note:	- kitchen backsplash tile selection and installation (brick pattern installation). Grout remains 931 standard white	Each
*34		*1 - KITCHEN/DINETTE - TILE - WALL - BACKSPLASH - INSTALLED IN A BRICK PATTERN - INSTALLATION ONLY - - KITCHEN - .	* \$132.00
162			Each
32777	Note:	-Includes area behind chimney hoodfan -Includes additional area in DInette (approx. 6 feet wide by 20" high backsplash height as per kitchen sketch) -Refer to B-1a # 15-17-18 -See attached Wall tile installation sketch dated May 17, 2021	
35		1 - KITCHEN/DINETTE - Revision 1 to Wall Tile Installation Sketch Dated December 18, 2020	\$0.00
33793	Note:		Each
36		1 - - DELETE EXTERIOR COLOUR CHART DATED NOVEMBER 6, 2020	\$0.00
33295	Note:		Each
37		1 - - INSERT: EXTERIOR COLOUR CHART DATED MAY 17, 2021	\$0.00
33296	Note:		Each

Sub Total	\$132.00
HST	\$0.00
Total	\$132.00

Payment Summary	
Paid By	Amount
Total Payment:	

PURCHASER:

DocuSigned by:

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17-May-21

DATE

PURCHASER:

DocuSigned by:

Brian GormanEC445...

17-May-21

DATE

PURCHASER:

DocuSigned by:

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17-May-21

DATE

VENDOR:

DocuSigned by:

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May 18, 2021

DATE:

PER: Valecraft Homes (2019) Limited

PREPARED BY: Valerie Gendron

LOCKED BY:

PE 1,521-1

CONSTRUCTION SCHEDULING APPROVAL

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

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

## Freehold Form (Tentative Closing Date)

## PART I Stipulated Amounts/Adjustments

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

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](http://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 May 17, 2021.

Signed at Russell, ON, this 17th day of May, 2021.

DocuSigned by:  
Patrick Gorman.  
Purchased for 20488

DocuSigned by:  
Siyan Bin  
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DocuSigned by:  
Brian Gorman  
C06EC445...

**Valecraft Homes (2019) Limited**

DocuSigned by:  
*Frank Nieuwkoop*  
Per A04F827301214EE...

May 17, 2021

**Date:**

**Lot #:** 2 - Phase 5

**Project: Place St. Thomas 5**

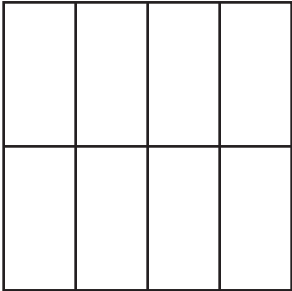


Valecraft  
Homes (2019) Limited

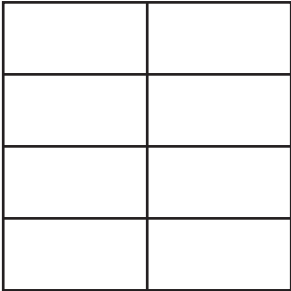
Tile Installation Options

WALL TILE

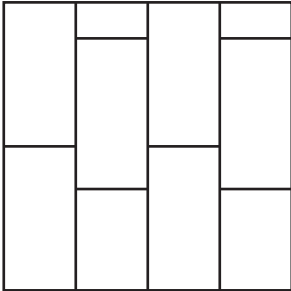
Vertical stacked



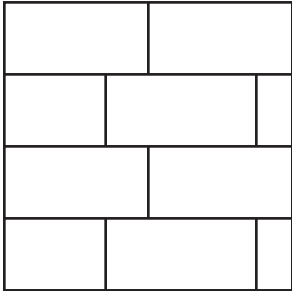
Horizontal stacked



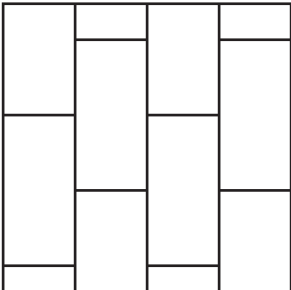
Vertical 1/3 offset brick



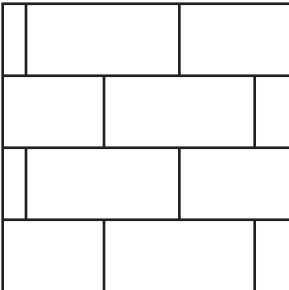
Horizontal 1/3 offset brick



Vertical brick



Horizontal brick



Kitchen Backsplash

DS

PG

DS

SB

DS

BG

DS

FN

Project: Place St. Thomas 5

Plan #: 50M-348

Lot: 2 - Phase 5


Model: #1015 "C" Std Murry

Purchaser: Patrick Gorman, Siyan Bin

Purchaser: Brian Gorman


Date: May 17, 2021

Upgrade #: 15, 17, 18, 34

 Valecraft Homes (2019) Limited	SINGLES AND TOWNS COLOUR CHART - Rev.01					
	Community:	Place St. Thomas 5	Reg'd Plan #:	50M-348	Sales Rep:	A. Bowman
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Closing Date:	21-Oct-21
CERAMIC & GROUT SELECTIONS (1)						
ROOM	AREA	MANUFACTURER/SERIES/SIZE/ COLOUR/CODE		GROUT SELECTION	LEVEL	STD/UPG #
FOYER	FLOOR					
POWDER ROOM	FLOOR					
	WALL					
	INSERT OR BORDER					
MUDROOM	FLOOR					
	WALL					
	INSERT OR BORDER					
LAUNDRY ROOM	FLOOR					
	WALL					
	INSERT OR BORDER					
KITCHEN	FLOOR			931 Standard White	Bronze Level Tile, Upg Installation, Standard Grout	18, 33, 34, 35
	BACKSPASH	Ceratec Essential 4"x7.9" Glossy Bianco Beveled (Horizontal 1/2 brick install)				
	INSERT OR BORDER	/				
BREAKFAST AREA/DINETTE	FLOOR					
FIREPLACE	HEARTH					
	SURROUND					
ADDITIONAL FIREPLACE	HEARTH					
	SURROUND					

Purchaser's Signature(s) :

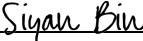
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Purchaser's Signature(s) :


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Purchaser's Signature(s) :


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Approved By :

DocuSigned by:




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Date: May 17, 2021

Date: May 17, 2021


Date: May 17, 2021

Date: May 18, 2021

	EXTERIOR COLOUR CHART					
	Community:	PLACE ST THOMAS	Reg'd Plan #:	50M-348	Sales Rep:	Adam
	Lot No:	2 - Phase 5	Civic Address:	920 Lucerne Drive, Embrun ON K0A 1W0		
	Purchaser(s):	Patrick Gorman, Siyan Bin			Model Name/#:	Murry #1015
	Purchaser(s):	Brian Gorman			Elevation:	"C"
					Closing Date:	21-Oct-21
EXTERIOR PACKAGE NUMBER: 315						
STONE: (IF APPLICABLE)		Permacon Range Lenox Grey				
STONE DOOR & WINDOW HEADER & SILL:		Permacon Block SMOOTH FACE Bestway White				
BRICK: (IF APPLICABLE)		Permacon Range Lenox Grey				
SIDING: (KAYCAN)		Bisque CORNERS: Bisque				
NOVI SHAKE: (IF APPLICABLE)		Gray Black Blend 206				
FACIA: (MITTEN - ALUMINIUM)		Kaycan Bronze 38				
SOFFIT & BEAM WRAPS: (MITTEN - ALUMINIUM)		Kaycan Bronze 38				
ALUMINIUM ROOF/WINDOW TRIM: (MITTEN - IF APPLICABLE)		Kaycan Bronze 38				
ACCENT SIDING: (KPW ENGINEERED WOOD - IF APPLICABLE)		Cactus				
ROOFING SHINGLES: (IKO)		Driftwood				
EXTERIOR POSTS: (PAINT)		SW 7675 Sealskin				
EXTERIOR ROOF DETAILS: (PAINT- IF APPLICABLE)		SW 7675 Sealskin				
EXTERIOR FRONT DOOR: (PAINT)		SW 7675 Sealskin				
GARAGE DOOR TRIM: (PAINT)		SW 7675 Sealskin				
EXTERIOR WINDOWS:		Chestnut Bronze				
GARAGE DOOR: (DOOR COMPANY)		Dark Sand (Garaga)				
EXTERIOR VENT/PIPE:		White				
ALUMINIUM RAILING: (IF APPLICABLE)		Commercial Brown				
WINDOW SHUTTERS: (RAISED PANEL - IF APPLICABLE)		N/A				
NOTES:						

Purchaser's Signature(s) :

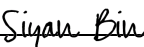
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Date: May 17, 2021

Purchaser's Signature(s) :


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