# THE GRAND RESIDENCES AT PARKSIDE VILLAGE

## AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

**Between:** **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the **"Vendor"**) and

**MARIA INES AND SEAN A SWABY** (the **"Purchaser"**)

Suite **610** Tower **2** Unit **10** Level **6** (the **"Unit"**)

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

**DELETE:**

Paragraph 1. (a)

(ii) The sum of Eleven Thousand Nine Hundred Forty-Five ($11,945.00) Dollars submitted with this Agreement and post dated thirty (30) Days following the date of execution of this Agreement by the Purchaser;

(iii) The sum of Thirteen Thousand Nine Hundred Forty-Five ($13,945.00) Dollars submitted with this Agreement and post dated ninety (90) Days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of Thirteen Thousand Nine Hundred Forty-Five ($13,945.00) Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;

(b) The sum of Thirteen Thousand Nine Hundred Forty-Five ($13,945.00) Dollars by certified cheque or bank draft on the Occupancy Date.

**INSERT:**

Paragraph 1. (a)

(ii) The sum of Five Thousand Nine Hundred Seventy Three ($5,973.00) Dollars submitted with this Agreement and post dated thirty (30) Days following the date of execution of this Agreement by the Purchaser;

(iii) The sum of Five Thousand Nine Hundred Seventy Two ($5,972.00) Dollars submitted with this Agreement and post dated ninety (90) Days following the date of execution of this Agreement by the Purchaser;

Notwithstanding any provisions contained in this Agreement to the contrary, this Agreement shall be conditional until 6:00pm September 13th,2008 upon the Purchaser providing evidence to the Vendor, in its sole and absolute discretion, that the Purchaser has been approved by both Canada Mortgage and Housing Corporation (CMHC) and a Canadian Chartered Bank or other lending institution acceptable to the Vendor, in its sole and absolute discretion, confirming that the said lending institution will be advancing funds to the Purchaser sufficient to pay the balance due on the Unit Transfer Date. Otherwise the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter (unless prior to that time period the Vendor or its sales representative has received the required written mortgage approval) upon delivery of written notice confirming such termination to the Purchaser at the address of the Purchaser set out in this Agreement, whereupon this Agreement shall be null and void and the Purchaser's initial deposit cheque(s) shall be forthwith returned to the Purchaser without interest or deduction. This condition is included for the sole benefit of the Vendor and may be waived at its option by notice in writing to the Purchaser within the time period stated.

Dated at **Mississauga, Ontario** this **2nd day of September**, **2008**

**SIGNED, SEALED AND DELIVERED**
In the Presence of:

Tom Kotura
Witness

Purchaser – Maria Ines

Tom Kotorac
Witness

Purchaser – Sean A. Swaby

Accepted at Mississauga this 8th day of September 2008

**AMACON DEVELOPMENT (CITY CENTER) CORP.**

Per:
Authorized Signing Officer
I have the authority to bind the Corporation.