

PSV2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

MICHAEL A. PAPES (the "Purchaser")

Suite 704 Tower TWO Unit 4 Level 7 (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:

10 day rescission. (ending 30-Sept-2101)

INSERT:

12 day rescission. (ending 02-Oct-2012)

Dated at Mississauga, Ontario this 29 day of September 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Purchaser - MICHAEL A. PAPES

Accepted at TORONTO this 2 day of OCTOBER 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: c/s

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

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

MICHAEL A. PAPES (the "Purchaser")

Suite **704** Tower **TWO** Unit **4** Level **7** (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:

from DISCLOSURE STATEMENT

MONTHLY COMMON ELEMENT FEES

Unit No. 704 Level No. 7 Unit No. 4 Monthly Common Element Fees by Unit \$594.91

SCHEDULE D

Unit No. 704 Level No. 7 Unit No. 4 Percentage Contribution to Common Expenses and Percentage Interest In Common Elements
0.32232

INSERT:

to DISCLOSURE STATEMENT

Unit No. 704 Level No. 7 Unit No. 4 Monthly Common Element Fees by Unit \$297.45

SCHEDULE D

Unit No. 704 Level No. 7 Unit No. 4 Percentage Contribution to Common Expenses and Percentage Interest In Common Elements
0.16116

Dated at Mississauga, Ontario this 02 day of October 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Purchaser - MICHAEL A. PAPES

Accepted at TORONTO this 9 day of OCTOBER 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: 

c/s

Authorized Signing Officer

I have the authority to bind the Corporation.

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

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

MICHAEL A. PAPES (the "Purchaser")

Suite **704** Tower **TWO** Unit **4** Level **7** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

In consideration of the Purchaser entering into this Agreement and provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to cap the charges as follows, as set out in the Agreement:

- a. The amount of any increases in or new development charge(s) or levies, education development charge(s) or levies, and/or any fees, levies, charges or assessments from and after the date hereof, assessed against or attributable to the Unit, as such charges are referred to in paragraph 6(b)(v) of the Agreement, to a maximum of \$4,000.00;
- b. The amount of any community service or public art levy charge or contribution(s) assessed against the Unit or the Project, the Property or a portion thereof and attributable to any part thereof calculated by pro-rating same in accordance with the proportion of common interest attributable to the Unit, as such charges are referred to in paragraph 6(b)(vi) of the Agreement, to a maximum of \$2,500.00; and
- c. The cost of gas and hydro meter or check or consumption meter installations, if any, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, as such charges are referred to in paragraph 6(b)(viii) of the Agreement, to a maximum of \$1,100.00.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 02 day of October 2012.

Witness:

Purchaser: **MICHAEL A. PAPES**

DATED at TORONTO this 9 day of OCTOBER 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer

I have the authority to bind the Corporation