

PSV

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
LIVE FREE, BE FREE CREDIT INCENTIVE

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

KAISER KHAN (the "Purchaser")

Suite 206 Tower ONE Unit 6 Level 2 (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:

1. Insert:

(1) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser as an adjustment in the Purchaser's favour on the statement of adjustments for final closing (the "Live Free, Be Free Credit Incentive"), an amount of **\$\$14,893** that represents (i) the common expenses attributable to the Residential Unit, as same are set out in the Schedule of Monthly Common Charges included with the Disclosure Statement, (ii) the estimated realty taxes and (iii) the estimated interest on the balance due at Occupancy Closing at a 3% interest rate for a twelve (12) month period.

(2) Without limiting anything contained herein, the Vendor shall not be liable for any additional common expense costs arising as a result of any increase in the Budget and any additional services and/or amenities being included in any subsequent Budget statement(s) which were not accounted for or included as part of the original Budget contained in the Condominium Documents delivered to the Purchaser.

(3) This Credit Allowance is personal to the Purchaser, is not transferable or assignable and shall automatically terminate without notice or any further process if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment).

(4) Without limiting anything contained herein, the provisions of the Credit Incentive shall automatically terminate, without notice or any further process, if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified. The Vendor's obligation to provide the Credit Incentive is conditional upon the Purchaser closing the transaction contemplated by the Agreement.

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

DATED at Mississauga, Ontario this 4th day of January 2015.

Witness: 


Purchaser: KAISER KHAN

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 5 day of January 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 
Authorized Signing Officer
I have the authority to bind the Corporation