# PSV<sub>2</sub>

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

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

, GJOVALIN SELMANI and SANDRA SELMANI (the "Purchaser")

Suite 510 Tower TWO Unit 10 Level 5 (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 \$\$14,662 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

DATED at <b>Mississauga, Ontario</b> this day of	Ma	rck		2015.	
Alexander of the second of the		<u> </u>		*	
Witness:	Pu	rchaser: SAI	NDRA SELM	ANI	
Alex	-		11/2		
Witness:	Pu	rchaser: GJ0	OVALIN SEL	MANI	
THE UNDERSIGNED hereby accepts this offer.	2				
DATED at TORONTO the	nis	day of	APRI		2015.
	AMAC	ON DEVELO	OPMENT (CI	TY CENTRE) COF	RP.
	PER: _		Signing Office authority to bine	r d the Corporation	

## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

#### **DEPOSIT**

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

, GJOVALIN SELMANI and SANDRA SELMANI (the "Purchaser")

Suite 510 Tower TWO Unit 10 Level 5 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned 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:

### DELETE:

- (ii) the sum of Twelve Thousand One Hundred Forty-Five (12,145.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price 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 Fourteen Thousand One Hundred Forty-Five (\$14,145.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price 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 Fourteen Thousand One Hundred Forty-Five (\$14,145.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Twenty-Eight Thousand Two Hundred Ninety (\$28,290.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

## INSERT:

- (ii) the sum of **Five Thousand** (\$5,000.00) 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 **FiveThousand** (\$5,000.00) 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 **Eight Thousand** (\$8,000.00) 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; and
- (v) the sum of **Ten Thousand (\$10,000.00)** Dollars submitted with this Agreement and post dated two hundred and fifty (250) days following the date of execution of this Agreement by the Purchaser;

Dated at Mississauga, Ontario this day of	of
SIGNED, SEALED AND DELIVERED In the Presence of:	
Witness	Purchaser - SANDRA SELMANI
Witness	Purchaser - GJOVALIN SELMANI
Accepted at TORONTO	this8day ofAPRIL2015.
	AMACON DEVELOPMENT (CITY CENTRE) CORP.
	Per:c/s

I have the authority to bind the Corporation.