

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
EYAT CANADA INC. and TALAL HMAIDAN (the "Purchaser")

Suite **2701** Tower **ONE** Unit **1** Level **26** (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 on March 03, 2012 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)(vii) 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 6th day of March 2012.

Witness:



Witness:



Purchaser: **Eyat Canada Inc.**

Purchaser: **Talal Hmaidan**

DATED at Mississauga this 7 day of March 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:


Authorized Signing Officer
I have the authority to bind the Corporation