

The Park Residences at PSV - Block 8 Tower 3
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

DONALD T KAVANAGH and KIMBERLY A KAVANAGH (the "Purchaser")

Suite **406** Tower **3** Unit **6** Level **4** (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 THE AGREEMENT OF PURCHASE AND SALE

Paragraph 5. (c)

(iii) the amount of any increase in development charge(s) and/or education development charge(s) and/or Go Transit charges (the "Levies") assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the Development Charges Act 1997, S.O. 1997, as amended from time to time, and the Education Act, S.O. 1997 as amended from time to time, or otherwise, over the amount of such charges that were or would have been exigible as of June 1, 2008 and the amount of any new Levies that were not exigible as of June 1, 2008 with respect to the Property and were subsequently assessed against the Property or attributable to the Unit.

(iv) the amount of any community service or art facilities levy or charges or similar contribution(s) or charges assessed against or attributable to the Unit or portion thereof or assessed against the Property or a portion thereof and attributable to the whole or part of the Unit by pro-rating same in accordance with the proportion of common interests attributable thereto, which have been paid or are payable to the City of Mississauga or any other relevant governmental authority or agency thereof with respect to or in connection with the development of the Condominium, including the obtaining of any approvals for such development.

(v) the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto).

(vi) the cost of water meter installations, water and sewer service connection charges and hydro and gas meter installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser's portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and cost by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with the portion of the charges and costs. A letter from the Vendor's engineers certifying the said charges and costs shall be final and binding on the Purchaser.

(vii) the charge imposed upon the Vendor or the Vendor's Solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument.

(viii) The Purchaser agrees to pay Two Hundred and Fifty (\$250.00) Dollars towards the cost of obtaining (partial) discharges of mortgages not intended to be assumed by the Purchaser.

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

Dated at **Mississauga, Ontario** this 5th day of March 2016.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Witness

Purchaser - DONALD T KAVANAGH

Purchaser - KIMBERLY A KAVANAGH

Accepted at TORONTO this 11 day of MARCH 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: [Signature] c/s

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