

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

BINEETA YOGARAJAH and THILAGS RAJAH (the "Purchaser")

Suite **1501** Tower **9 North** Unit **14** (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:**

- (a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of **Ten Thousand Dollars (\$10,000.00)** on the Statement of Adjustments for Closing.
- (b) This Decorating 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).
- (c) Without limiting anything contained herein: (i) the provisions of the Decorating Allowance 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; and (ii) the Vendor's obligation to provide the Decorating Allowance is conditional upon the Purchaser closing the transaction contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 28 day of November 2016.

Witness:

Purchaser: **THILAGS RAJAH**

Witness:

Purchaser: **BINEETA YOGARAJAH**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 28 day of November 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _____

Authorized Signing Officer
I have the authority to bind the Corporation

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

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

BINEETA YOGARAJAH and THILAGS RAJAH (the "Purchaser")

Suite **1501** Tower **9 North** Unit **1** Level **14** (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:

- 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 \$3,500.00;
- 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 \$1,000.00; and
- 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 \$675.00.

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 28 day of November 2016.

Witness:

Purchaser: **THILAGS RAJAH**

Witness:

Purchaser: **BINEETA YOGARAJAH**

DATED at Mississauga this 28 day of November 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
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BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

BINEETA YOGARAJAH and THILAGS RAJAH (the "Purchaser")

Suite **1501** Tower **9 North** Unit **14** (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:

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), as requested by the Purchaser and set out in below (the "**Change Order**") subject to the following terms and conditions:
 - a. The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser in writing the cost of the Change Order within fifteen (15) days of the date hereof;
 - b. The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
 - c. All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s) shall be payable by the Purchaser and included in the Change Order; and
2. The change(s) requested by the Purchaser are/is as follows:
 - a. **The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples at no additional cost.**
 - b. **The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional cost.**
 - c. **The Vendor agrees to supply and install Ductless Front Loading stacked Washer and Dryer as per Vendors samples at no additional cost.**
3. a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.

b. If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.
4. The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. In such event, the Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Taron in connection with same.

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 28 day of November 2016.

Witness:



Purchaser: **THILAGS RAJAH**

Witness:



Purchaser: **BINEETA YOGARAJAH**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 28 day of November 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:



Authorized Signing Officer
I have the authority to bind the Corporation