

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

DAVID ARTHUR BALL and THERESA LOUISE BALL (the "Purchaser")

Suite 2007 Tower ONE Unit 7 Level 19 (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

N/A

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

1. Insert:

(a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser in the amount of one hundred Dollars (\$100.00) on the Statement of Adjustments for Final Closing.

(b) the Vendor's obligation to provide the above credit is conditional upon the purchaser providing evidence satisfactory to the Vendor that the Purchaser has advised Taron in writing that the Purchaser is withdrawing any claim or request for conciliation to Taron it has made or intends to make in respect of the paint splatter on the 2nd bedroom bed linens and the Purchaser expressly agrees and confirms to Taron that this credit is in full and final settlement of any and all claims the Purchaser has or may have in respect of the said paint splatter on the 2nd bedroom bed linens;

(c) this credit is personal to the Purchaser and may not be assigned or transferred in whole or in part at any time;

(d) the credit shall be automatically forfeited in the event the Purchaser defaults at any time under any of the provisions of the Agreement and notwithstanding that such default is cured or rectified;

(e) the Vendor's obligation to provide the credit is conditional upon the Purchaser closing the transaction contemplated by this Agreement;

(f) all other terms and conditions of the Agreement remain the same and time continues to be of the essence.

Dated at Mississauga, Ontario this 22nd day of November 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Witness

Purchaser - David Arthur Ball

Purchaser - Theresa Louise Ball

Accepted at Toronto this 22nd day of November 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____ c/s

Authorized Signing Officer

I have the authority to bind the Corporation.

David A. Ball

From: "Terri Ball" <terri.l.ball@gmail.com>
Date: November 22, 2017 11:38 AM
To: "Sarah Jagasar" <sarah.jagasar@tarion.com>
Cc: "David Ball" <davidaball@balllawfirm.com>
Subject: Case 3352342

Hi Sarah,

Regarding paint splatter reported on bed linens in Bedroom 2, Unit 2007, 4011 Brickstone Mews, we are unconditionally withdrawing any claim or request for conciliation to Tarion related to this matter.

Regards,

Theresa and David Ball

2017-11-22