BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

CHARLETE C FERNANDES and CLETUS C A FERNANDES

(the "Purchaser")

Suite **5004** Tower **Avia** Unit **4** Level **50** (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:

to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with **1** Parking Unit(s), and **1** Storage Unit(s), to be located in the proposed condominium project known as Avia Tower Two

1. The purchase price of the Unit (the "**Purchase Price**") is **Eight Hundred Seventy - Nine Thousand Nine Hundred ($879,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of

   (ii) the sum of **Thirty-Eight Thousand Nine Hundred Ninety-Five ($38,995.00)** 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 **Twenty-One Thousand Nine Hundred Ninety-Eight (21,997.50)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to seven and one half (7.5%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;

   (iv) the sum of **Twenty-One Thousand Nine Hundred Ninety-Eight (21,997.50)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to ten (10%) 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-One Thousand Nine Hundred Ninety-Eight (21,997.50)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv) and (v) to twelve and one half (12.5%) percent of the Purchase Price submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser; and

   (vi) the sum of **Twenty-One Thousand Nine Hundred Ninety-Eight (21,997.50)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv), (v) and (vi) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser; and

   (vii) the sum of **Twenty-One Thousand Nine Hundred Ninety-Eight (21,997.50)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv), (v) and (vi) to seventeen and one half (17.5%) percent of the Purchase Price submitted with this Agreement and post dated seven hundred and twenty (720) days following the date of execution of this Agreement by the Purchaser; and

   (viii) the sum of **Twenty-One Thousand Nine Hundred Ninety-Eight (21,997.50)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with **2** Parking Unit(s), and **1** Storage Unit(s), to be located in the proposed condominium project known as Avia Tower Two

1. The purchase price of the Unit (the "**Purchase Price**") is **Nine Hundred and Eight Thousand One Hundred and Fifty ($908,150.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:

   (ii) the sum of **Forty Thousand Four Hundred and Eight ($40,407.50)** 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 **Twenty-Two Thousand Seven Hundred and Four (22,703.75)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to seven and one half (7.5%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of **Twenty-Two Thousand Seven Hundred and Four (22,703.75)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to ten (10%) 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-Two Thousand Seven Hundred and Four (22,703.75)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv) and (v) to twelve and one half (12.5%) percent of the Purchase Price submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser; and

(vi) the sum of **Twenty-Two Thousand Seven Hundred and Four (22,703.75)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv), (v) and (vi) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser; and

(vii) the sum of **Twenty-Two Thousand Seven Hundred and Four (22,703.75)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv), (v) and (vi) to seventeen and one half (17.5%) percent of the Purchase Price submitted with this Agreement and post dated seven hundred and twenty (720) days following the date of execution of this Agreement by the Purchaser; and

(viii) the sum of **Twenty-Two Thousand Seven Hundred and Four (22,703.75)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

DATED at **Mississauga, Ontario** this **October, 2019**

SIGNED, SEALED AND DELIVERED)
In the Presence of:

Fernandes
) **Purchaser: CHARLETE C FERNANDES**

Witness:)

) **Purchaser: CLETUS C A FERNANDES**

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED at **Mississauga, Ontario** this **October, 2019**

Vendor's Solicitor:
Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: ____________________
Authorized Signing Officer
I have the authority to bind the Corporation.