BETWEEN:



### AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

AMACON DEVELOPMENT (CITY CENTRE) CORP.
(the "Vendor")

	•	•					
	– and –						
	YI LANG YA	NG				=	
	WEI XU						
	(the "Purchaser")						
RE:	Unit: 3		Level:	40	Suite:	4003	

WHEREAS the Vendor and Purchaser entered into a Purchase Agreement for the Purchased Home at VOYA:

**NOW THEREFORE** for the sum of FIVE DOLLARS (\$5.00) given by each party to the other, the covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties acknowledge and agree as follows:

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made in the Purchase Agreement, and save and except for such change(s) noted below, all other terms and conditions of the Purchase Agreement with any and all addendums and amendments thereof, shall remain in full force and effect as stated therein, and time shall continue to be of the essence. Capitalized terms used but undefined herein shall have the meaning ascribed thereto in the Purchase Agreement.

The following shall be deleted from the Purchase Agreement:

Deposit structure amendment signed by the purchasers and executed by the Vendor on the 12<sup>th</sup> of June 2021.

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DATED at	23-Jun-21	this	day of	, 20	
IN WITNESS whereof t	the parties hereto have	affixed their	hands and seals.		
SEALED AND DELIVE	RED				
In the presence of:			DocuSigne	d by:	
Witness:			Purchaser YLLA		 23-Jun-21
Witness:			Purchase?!®WE	U X4ge4af	
			AMACON DEVEL	OPMENT (CITY CENTRE) COI	RP.
			Per: (M)KE	EU USIP (OTMM	24-Jun-21 
				signing Officer:  ty to bind the Corporation	

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#### **VOYA**

## AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE DEPOSIT STRUCTURE

**BETWEEN:** 

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the "Vendor")

- and -

YI LANG YANG

WEI XU

(the "Purchaser")

RE: Unit: 3 Level: 40 Suite: 4003

WHEREAS the Vendor and Purchaser entered into a Purchase Agreement for the Purchased Home at VOYA;

**NOW THEREFORE** for the sum of FIVE DOLLARS (\$5.00) given by each party to the other, the covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties acknowledge and agree as follows:

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made in the Purchase Agreement, and save and except for such change(s) noted below, all other terms and conditions of the Purchase Agreement with any and all addendums and amendments thereof, shall remain in full force and effect as stated therein, and time shall continue to be of the essence. Capitalized terms used but undefined herein shall have the meaning ascribed thereto in the Purchase Agreement.

Sections 1(a), (b), (c), (d), (e), (f), and (g) of the Agreement Cover are hereby deleted and replaced with the following:

- a) The sum of (\$5,000.00) Five Thousand And Xx / 100 Dollars, as an initial deposit by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement as an initial deposit upon the execution of this Purchase Agreement;
- b) the sum of (\$21,395.00) Twenty-One Thousand Three Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 30 days (July 12, 2021) following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above 5% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- the sum of (\$10,558.00) Ten Thousand Five Hundred Fifty-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days following (September 10, 2021) execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- d) the sum of (\$10,558.00) Ten Thousand Five Hundred Fifty-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 120 days following (October 10, 2021) execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- the sum of (\$10,558.00) Ten Thousand Five Hundred Fifty-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days following (December 09, 2021) execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- f) the sum of (\$10,558.00) Ten Thousand Five Hundred Fifty-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days following (October 25, 2022) execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- g) the sum of (\$10,558.00) Ten Thousand Five Hundred Fifty-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days following (June 02, 2023) execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- h) the sum of (\$26,395.00) Twenty-Six Thousand Three Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing 5.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser's Solicitor payable to the Vendor or as the Vendor may in writing direct on the Closing Date, unless the Purchaser provides to the Vendor, within the time period required by the Condominium Act, the notice contemplated by Section 3.4(6) of Schedule "B", in which case the balance of the Purchase Price shall be paid on the Firm Occupancy Date, as provided for in Section 3.4(6) of Schedule "B"; and
- j) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

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DATED this the 12th day of June, 2021

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

Purebasasign¥dbluANG YANG

**WEI XU** 

Purchaser - WEI XU

ACCEPTED this the 12th day of June, 2021

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Authorized Signing Officer:

I/We have the authority to bind the Corporaton







# AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE ADD PARKING/STORAGE LOCKER

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the "Vendor")

- and -

YI LANG YANG

**WEI XU** 

(the "Purchaser")

RE: Unit: 3 Level: 40 Suite: 4003

WHEREAS the Vendor and Purchaser entered into a Purchase Agreement for the Purchased Home at VOYA;

**NOW THEREFORE** for the sum of FIVE DOLLARS (\$5.00) given by each party to the other, the covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties acknowledge and agree as follows:

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made in the Purchase Agreement, and save and except for such change(s) noted below, all other terms and conditions of the Purchase Agreement with any and all addendums and amendments thereof, shall remain in full force and effect as stated therein, and time shall continue to be of the essence. Capitalized terms used but undefined herein shall have the meaning ascribed thereto in the Purchase Agreement.

#### The following shall be deleted from the Agreement Cover:

" ... together with <u>0</u> Parking Unit(s) and <u>1</u> Storage Locker Unit(s) (as defined in the Creating Documents), which Parking Unit(s) and Storage Locker Unit(s), if any, shall be allocated by the Vendor prior to the Closing Date in such location as determined by the Vendor in its sole and unfettered discretion (hereinafter called the "Purchased Home"), all in accordance with the Creating Documents to be registered against the Land, as hereinafter defined.

#### 1. PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of **Five Hundred Twenty-Seven Thousand Nine Hundred (527,900.00)** DOLLARS inclusive of HST, net of the Rebate (if any), as more particularly set forth in and subject to the provisions of Section 5.3 of Schedule "B", of lawful money of Canada payable as follows

- a) The sum of **(\$5,000.00)** Five Thousand Dollars, as an initial deposit by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement as an initial deposit upon the execution of this Purchase Agreement;
- b) the sum of **(\$21,395.00)** Twenty-One Thousand Three Hundred Ninety-Five Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **30th** day following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- c) the sum of **(\$26,395.00)** Twenty-Six Thousand Three Hundred Ninety-Five Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **90th** day following execution of this Purchase Agreement (and representing **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- d) the sum of (\$26,395.00) Twenty-Six Thousand Three Hundred Ninety-Five Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the 120th day following execution of this Purchase Agreement (and representing 5% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- e) the sum of (\$26,395.00) Twenty-Six Thousand Three Hundred Ninety-Five Dollars by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing 5% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- f) the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser's Solicitor payable to the Vendor or as the Vendor may in writing direct on the Closing Date, unless the Purchaser provides to the Vendor, within the time period required by the Condominium Act, the notice contemplated by Section 3.4(6) of Schedule "B", in which case the balance of the Purchase Price shall be paid on the Firm Occupancy Date, as provided for in Section 3.4(6) of Schedule "B"; and







g) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

#### And the following shall be inserted in its place:

"... together with 1 Parking Unit(s) and 1 Storage Locker Unit(s) (as defined in the Creating Documents), which Parking Unit(s) and Storage Locker Unit(s), if any, shall be allocated by the Vendor prior to the Closing Date in such location as determined by the Vendor in its sole and unfettered discretion (hereinafter called the "Purchased Home"), all in accordance with the Creating Documents to be registered against the Land, as hereinafter defined.

### 1. PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of **Five Hundred Seventy-Eight Thousand Seven Hundred Fifty** (\$578,750.00)) DOLLARS inclusive of HST, net of the Rebate (if any), as more particularly set forth in and subject to the provisions of Section 5.3 of Schedule "B", of lawful money of Canada payable as follows

- a) The sum of (\$5,000.00) Five Thousand And Xx / 100 Dollars, as an initial deposit by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement as an initial deposit upon the execution of this Purchase Agreement;
- b) the sum of (\$23,937.50) Twenty-Three Thousand Nine Hundred Thirty-Seven And 50 / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 41 days (July 23, 2021) following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above 5% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date:
- c) the sum of (\$11,575.00) Eleven Thousand Five Hundred Seventy-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 101 days (September 21, 2021) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- d) the sum of (\$11,575.00) Eleven Thousand Five Hundred Seventy-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 131 days (October 21, 2021) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- e) the sum of (\$11,575.00) Eleven Thousand Five Hundred Seventy-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 191 days (December 20, 2021) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- f) the sum of (\$11,575.00) Eleven Thousand Five Hundred Seventy-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 511 days (November 05, 2022) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- g) the sum of (\$11,575.00) Eleven Thousand Five Hundred Seventy-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 731 days (June 13, 2023) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- h) the sum of (\$28,937.50) Twenty-Eight Thousand Nine Hundred Thirty-Seven And 50 / 100 Dollars by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing 5.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser's Solicitor payable to the Vendor or as the Vendor may in writing direct on the Closing Date, unless the Purchaser provides to the Vendor, within the time period required by the Condominium Act, the notice contemplated by Section 3.4(6) of Schedule "B", in which case the balance of the Purchase Price shall be paid on the Firm Occupancy Date, as provided for in Section 3.4(6) of Schedule "B"; and
- j) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

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DS WX UU(

DATED this the 12th day of June, 2021 23-Jun-21

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

23-Jun-21

ACCEPTED this the 12th day of June, 2021 24–Jun-21

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WELXU

Purchaser - WEI XU

AMACON DEVELOPMENT (CITY CENTRE) CORP.

I/We have the authority to bind the Corporaton