

VOYA

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

– and –

MOHSIN AZIZ

(the “Purchaser”)

RE: Unit: 01 Level: 30 Suite: 3001

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:

PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of One Million One Hundred Ten Thousand Seven Hundred Fifty (\$1,110,750.00)) 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 (\$50,538.00) Fifty Thousand Five Hundred Thirty-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 30 days (March 31, 2022) 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 (\$55,538.00) Fifty-Five Thousand Five Hundred Thirty-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days (August 28, 2022) day following execution of this Purchase Agreement (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;

And the following shall be inserted in its place:

PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of One Million One Hundred Ten Thousand Seven Hundred Fifty (\$1,110,750.00)) 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 (\$111,075.00) One Hundred Eleven Thousand And Seventy Five / 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;

[remainder of page intentionally left blank; signature page follows]

DS

DS

DATED at _____ this 22-Mar-22 day of _____, 20____.


IN WITNESS whereof the parties hereto have affixed their hands and seals.

SEALED AND DELIVERED

In the presence of:

Witness: _____

Witness: _____

DocuSigned by:


Purchaser: **MOHSIN AZIZ**

Purchaser:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:

Per: _____
Authorized Signing Officer:

I/We have authority to bind the Corporation