



**AMENDMENT TO THE**  
**AGREEMENT OF PURCHASE AND SALE**

**BETWEEN :**

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

(the “Vendor”)

– and –

DUBRAVKA COSIC

(the “Purchaser”)

**RE:**                    **Unit:** 11                    **Level:** 2                    **Suite:** 211

**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:

**1. PURCHASE PRICE**

The Purchase Price of the Purchased Home shall be the sum of Nine Hundred Thirty-Four Thousand Seven Hundred Fifty (\$934,750.00) 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 (\$41,737.50) Forty-One Thousand Seven Hundred Thirty-Seven And 50 / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 30 days (October 30, 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 (\$18,695.00) Eighteen Thousand Six Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days (December 29, 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 (\$18,695.00) Eighteen Thousand Six Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 120 days (January 28, 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;
- e) the sum of (\$18,695.00) Eighteen Thousand Six Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days (March 29, 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;
- f) the sum of (\$18,695.00) Eighteen Thousand Six Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days (February 12, 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;
- g) the sum of (\$18,695.00) Eighteen Thousand Six Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days (September 20, 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 (\$46,737.50) Forty-Six Thousand Seven 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),

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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;

i) 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.

And the following shall be inserted in its place:

1. PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of Nine Hundred Thirty-Four Thousand Seven Hundred Fifty (\$934,750.00)) 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 (\$46,737.50) Forty Six Thousand Seven Hundred Thirty Seven And 50 / 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]*

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of 16-Sep-23, 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: DUBRAVKA COSIC**

\_\_\_\_\_  
**Purchaser:**

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

DocuSigned by:  
  
Per: \_\_\_\_\_  
**Authorized Signing Officer:**

I/We have authority to bind the Corporation