

VOYA

TOWER 2
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

– and –

SAID KANAAN SHAATH

(the “Purchaser”)

RE: Unit: 09 Level: 9 Suite: 909

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:

- f) the sum of (\$12,778.00) Twelve Thousand Seven Hundred Seventy-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days following (July 18, 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;
- g) the sum of (\$12,778.00) Twelve Thousand Seven Hundred Seventy-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days following (February 23, 2024) 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 (\$31,945.00) Thirty-One Thousand Nine Hundred Forty-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;
- 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:

- f) the sum of (\$6,000.00) Six Thousand Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to 11th December 2023;
- g) the sum of (\$12,778.00) Twelve Thousand Seven Hundred Seventy-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days following (February 23, 2024) 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 (\$6,778.00) Six Thousand Seven Hundred Seventy- Eight Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to 11th March, 2024;

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- i) the sum of (\$31,945.00) Thirty-One Thousand Nine Hundred Forty-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;
- j) 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
- k) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

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

DATED at _____ this _____ day of 12-Dec-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 SAID KANAAN SHAATH

Purchaser:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:

Per: _____
Authorized Signing Officer:

I/We have authority to bind the Corporation