

VOYA

TOWER 2
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

– and –

SALAH MOFTAH

CANALTO CORP.

(the “Purchaser”)

RE: Unit: 05 Level: 4 Suite: 405

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:

h) the sum of **(\$13,118.00) Thirteen Thousand One Hundred Eighteen And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days following **(February 21, 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;

i) the sum of **(\$32,795.00) Thirty-Two Thousand Seven 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;

And the following shall be inserted in its place:

h) h) the sum of **(\$6,559.00) Six Thousand Five Hundred Fifty-Nine And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, dated **20th February, 2024**;

i) h) the sum of **(\$6,559.00) Six Thousand Five Hundred Fifty-Nine And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, dated **20th July, 2024**;

j) the sum of **(\$32,795.00) Thirty-Two Thousand Seven 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;

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

DS

SM

DS

AM

DS

aac

DATED at _____ this _____ day of _____, 20^{16-Feb-24}.


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


SEALED AND DELIVERED

In the presence of:

Witness: _____


Witness: _____

DocuSigned by:


DocuSigned by:


Purchaser: CANALTO CORP.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:

Per: _____
Authorized Signing Officer:

I/We have authority to bind the Corporation