

Block Nine

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
RATHAI PONNIAH

Suite 2201 Tower B9N Unit 1 Level 21 (the "Unit") (the "Purchaser")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

Reference: SUITE FINISHING CHANGE ORDER executed by the purchaser on February 27, 2017 and executed by the Vendor on February 27, 2017.

Paragraph 2. The change(s) requested by the Purchaser are/is as follows:

The Vendor agrees to supply and install Custom Designed Closet in the Master Bedroom as per samples at no additional cost.

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

Upgrade Allowance in lieu of Custom Designed Closet in Master Bedroom

- (a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with an Upgrade Allowance to a maximum of One Thousand dollars (\$1000.00) towards upgrades selected at colour selection time. The Purchaser(s) may only purchase upgrades from the Vendors available selection at the time of colour selection. No cash or credit will be provided for any unused balance remaining from the \$1000.00 maximum upgrade allowance.
- (b) This Upgrade Allowance is personal to the Purchaser, is not transferable or assignable and shall automatically terminate without notice or any further process if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment).
- (c) Without limiting anything contained herein: (i) the provisions of the Upgrade Allowance shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Upgrade Allowance is conditional upon the Purchaser closing the transaction contemplated by this Agreement.

Dated at **Mississauga, Ontario** this 4th day of September 2018.

SIGNED, SEALED AND DELIVERED

In the Presence of:

A. G. [Signature]
Witness

R. Jeyarajah
Purchaser - **RATHAI PONNIAH**

Witness

Purchaser -

Accepted at Mississauga this 4th day of September 2018.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: [Signature] c/s
Authorized Signing Officer
I have the authority to bind the Corporation.