

## Block Nine

### AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**FIONA MONIZ AND GLADWYN MONIZ** (the "Purchaser")

Suite LPH5 Tower 9 NORTH Unit 5 Level 23 (the "Unit")

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 AMENDMENT executed by the purchaser on NOVEMBER 15, 2016 and executed by the Vendor on NOVEMBER 15, 2016.

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 standard upgrade list available 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 24 day of July 2018.

#### **SIGNED, SEALED AND DELIVERED**

In the Presence of:

Witness

Witness

Purchaser - FIONA MONIZ

Purchaser - GLADWYN MONIZ

Accepted at Mississauga this 6th day of August 2018.

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

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

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**FIONA MONIZ and GLADWYN MONIZ** (the "Purchaser")

Suite **LPH5** Tower **9 North** Unit **5** Level **23** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Insert:**

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), requested by the Purchaser as set out in below (the "**Change Order**") subject to the following terms and conditions:
  - a. The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser by written the cost of the Change Order within fifteen (15) days of the date hereof;
  - b. The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order without further notice and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
  - c. All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s), shall be payable by the Purchaser and included in the Change Order; and
2. The change(s) requested by the Purchaser are/is as follows:
  - e. The Vendor agrees not to install the master bedroom closet door and door frame at the purchaser's request.**
3.
  - a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.
  - b. If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.
4. The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Tarion in connection with same, whether financial or otherwise.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

**IN WITNESS WHEREOF** the parties have executed this Agreement

DATED at **Mississauga, Ontario** this **4th day of August, 2019**

Witness:

Purchaser: **FIONA MONIZ**

Witness:

Purchaser: **GLADWYN MONIZ**

THE UNDERSIGNED hereby accepts this offer.

DATED at **Mississauga, Ontario** this **4th day of August, 2019**

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

PER:

Authorized Signing Officer  
I have the authority to bind the Corporation