

VOYA

TOWER 2  
AMENDMENT TO THE  
AGREEMENT OF PURCHASE AND SALE

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

– and –

FRANCISCA SMITH

(the “Purchaser”)

RE: Unit: 6 Level: 4 Suite: 406

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:

Sections 1(a), (b), (c), (d), (e), (f), and (g) of the Agreement Cover are hereby deleted and replaced with the following:

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 (\$28,495.00) Twenty-Eight Thousand Four Hundred Ninety-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 30 days (April 15, 2022) 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 (\$13,398.00) Thirteen Thousand Three Hundred Ninety-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days following (June 14, 2022) 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 (\$13,398.00) Thirteen Thousand Three Hundred Ninety-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 120 days following (July 14, 2022) 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 (\$13,398.00) Thirteen Thousand Three Hundred Ninety-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days following (September 12, 2022) 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 (\$13,398.00) Thirteen Thousand Three Hundred Ninety-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days following (July 29, 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 (\$13,398.00) Thirteen Thousand Three Hundred Ninety-Eight And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days following (March 05, 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;

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h) the sum of (\$33,495.00) Thirty-Three Thousand Four 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:

Sections 1(a), (b), (c), (d), (e), (f), and (g) of the Agreement Cover are hereby deleted and replaced with the following:

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 (\$95,485.00) Ninety-Five Thousand Four Hundred Eighty-Five And Xx / 100 Dollars by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to 24 March 2022, following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above 15% 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 (\$33,495.00) Thirty-Three Thousand Four 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]*



DATED at \_\_\_\_\_ this 24-Mar-22 day of \_\_\_\_\_, 20\_\_\_\_.

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

SEALED AND DELIVERED

In the presence of:

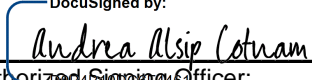
Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

DocuSigned by:  
  
Purchaser: FRANCISCA SMITH

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

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

I/We have authority to bind the Corporation