

VOYA

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE
CLOSING CREDIT

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

– and –

Mark Anthony Gdyczynski

(the “Purchaser”)

RE: Unit: 1504 Level: 15 Suite: 04

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 added as Section 5.1.1 of Schedule “B” to the Purchase Agreement:

- (1) “The Purchaser shall receive a credit on the statement of adjustments, either on the Firm Occupancy Date or on Closing, as determined by the Vendor, in the amount \$17,798 (the “Closing Credit”).
- (2) The Closing Credit is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process upon a Transfer (as defined in Section 8.3(1) of this Schedule), notwithstanding that the Vendor may have consented to the Transfer.
- (3) Without limiting anything contained herein:
 - (a) the Closing Credit shall automatically terminate without notice or any further process if the Purchaser defaults under this Purchase Agreement, notwithstanding that such default may have been cured, rectified or remedied; and
 - (b) the Vendor’s obligation to provide the Closing Credit is conditional upon the Purchaser closing the transaction contemplated by this Purchase Agreement.”

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

DS MG DS aac

24-Mar-22

DATED at _____ this _____ day of _____, 20_____.

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

SEALED AND DELIVERED

In the presence of:

Witness:

DocuSigned by:

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Purchaser: Mark Anthony Gdyczynski

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:
Per: 
Authorized Signing Officer: Andrea Alsip Cotnam

I/We have authority to bind the Corporation