

Suite No. 4002, Unit 2, Level 40(the “Unit”)

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
PURCHASE OF PARKING UNIT**

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.
(hereinafter called the "**Vendor**")

OF THE FIRST PART

- and -

ERIN MARITA NICHOLSON and GREGORY PHILIPPE NICHOLSON
(hereinafter called the "**Purchaser**")

OF THE SECOND PART

WHEREAS by Agreement of Purchase and Sale dated 6th April, 2019 (the “**Purchase Agreement**”) the Purchaser has agreed to purchase from the Vendor, Residential Unit 2, Level 40, (the “**Residential Unit**”), in the proposed Condominium (the “**Condominium**”), located in the project known as Avia Tower One, 430 Square One Drive, Mississauga, Ontario;

AND WHEREAS the Purchaser also desires to purchase a parking unit TBD, Level TBD, (the **“Additional Unit”**) to be located in the Avia Tower Two proposed condominium located at 4130 Parkside Village Drive, Mississauga, Ontario;

AND WHEREAS upon purchase of the Additional Unit, the Purchaser will also be required to contribute its proportionate share of common expenses attributable to said Additional Unit in accordance with Schedule "D" to the declaration and the budget statement for the Avia Tower Two proposed condominium, which proportionate share of common expenses shall be payable in advance in monthly instalments from the date of purchase, in similar fashion as the common expenses attributable to the Residential Unit but for clarity, shall be payable to the Avia Tower Two proposed condominium:

NOW THEREFORE in consideration of the mutual covenants set forth herein, the parties hereto agree with each other as follows:

1. The Purchaser agrees to purchase and the Vendor agrees to sell the additional unit for the purchase price of Fifty Thousand Eight Hundred Fifty Dollars (\$50,850.00), inclusive of HST as applicable (“**Additional Unit Purchase Price**”) together with its appurtenant interest in the common elements of the Avia Tower Two proposed condominium.
2. The Additional Unit Purchase Price shall be in addition to the purchase price of the Residential Unit as same is set out in the Purchase Agreement.
3. A Deposit of TWENTY-FIVE PERCENT (25%) of the Additional Unit Purchase Price, being Twelve Thousand Seven Hundred Twelve and 50/100 Dollars (\$12,712.50) is payable upon execution hereof, by cheque made payable to the Vendor’s solicitors, **Aird & Berlis LLP, in trust**, which deposit will be credited to the Purchaser on the Statement of Adjustments on the Closing Date, and the balance of the Additional Unit Purchase Price is to be paid by the Purchaser to the Vendor’s solicitors, **Aird & Berlis LLP, in trust**, by certified cheque on the Closing Date.
4. The Purchaser expressly agrees that any adjustments to the common expenses payable with respect to the purchase of the Additional Unit and in particular any additional or increased common expenses owed by the Purchaser therefor, will be reflected on the Statement of Adjustments.
5. The Purchaser acknowledges that the Additional Unit is subject to monthly common expenses which are set out in Schedule D to the proposed declaration as well as in the schedule of monthly common expenses included with the budget in the disclosure statement for the Avia Tower Two proposed condominium and that the Purchaser has received, reviewed and accepts same.
6. The Purchaser acknowledges that as the assigned parking will be located within the Avia Tower Two proposed condominium lands, the Purchaser expressly agrees to abide by the Rules of that condominium to be created and to pay the common expenses allocated for the parking unit being purchased separately to that condominium corporation as directed by that condominium corporation’s board and/or condominium manager.
7. **The Purchaser acknowledges that no transfer or assignment of the Additional Unit is permitted to be offered or granted to a subsequent purchaser or approved assignee that is not also an owner of a Residential Unit in this Condominium or in the Avia Tower Two proposed condominium. Any such transaction shall be void and of no effect to transfer or assign the said Additional Unit.**

In all other respects, and except as provided herein, the provisions of the Purchase Agreement shall apply to the purchase of the Additional Unit and remain unamended by the execution of this Addendum and time shall continue to be of the essence.

IN WITNESS WHEREOF I/We have hereunto set forth my/our hand(s) and seal(s) this _____ day of _____, 20^{23-May-23}_____

WITNESS:

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- DocuSigned by:

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Purchaser: ERIN MARITA NICHOLSON

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Purchaser: GREGORY PHILIPPE NICHOLSON

THE UNDERSIGNED hereby accepts this offer.

ACCEPTED this _____ day of _____, 2006-Jun-23

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Andrea Alsip Cotnam

NAME D0B4B10DC6F4461..

Authorized Signing Officer

I have the authority to bind the Corporation.