



AMENDMENT TO AGREEMENT

Type of Agreement: Agreement of Purchase and Sale Dated: March 30, 2021  
Subject Property: LOT # 5-34 – 1421 STOVELL CRESCENT  
Between  
PURCHASER(s): Jeffrey N Sagolili & Hiu Tung Chan  
And VENDOR(s): Bellaire Properties Inc.

It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above-mentioned Agreement, and except for such changes noted below all other terms and conditions in the Agreement shall remain in full force and effect:

INSERT:

- 1. **Add Purchaser Option**  
The purchaser(s) shall have the option to add another purchaser or purchasers to the Agreement of Purchase and Sale at no additional cost, provided paperwork is submitted and completed 45 days prior to closing.
- 2. **Capping of Levies**  
In reference to Paragraph 3 (d), (L) in the Agreement of Purchase and sale, any increased costs to the Vendor attributable to any new levies or development charges which occur between the signing of this Agreement and the Closing Date, it is agreed and understood that any increases will be capped at \$5,000 (Five Thousand Dollars).
- 3. **Assignment Option**  
Notwithstanding anything contained in this Agreement of Purchase and Sale, the Purchaser shall have the right of assigning the within property prior to closing provided the buyers pays the assignment fee of \$5,000 (plus HST) to the Vendor, immediately upon execution of the Assignment Form (provided by the Vendor) for the allows such assignment and along with a copy of the Mortgage Commitment for the new buyer, failing which the Vendor may refuse the Assignment.
- 4. **The Builder agrees that Lot 5-34 does not require a walk-out basement.**
- 5. **Paragraph 5 – Conveyance:** the first sentence is amended as follows: “In the event the Vendor is unable to deliver to the Purchaser on or before Closing a conveyance of the Property free and clear of all encumbrances save as may be provided for in this Agreement for any reason whatsoever, the Vendor at its option may require the Purchaser to pay the Vendor the balance due on Closing, less the amount of the Purchaser’s mortgage financing which shall be evidenced by delivery to the Vendor’s solicitors of the Purchaser’s firm mortgage commitment, which shall be deposited with the Vendor’s solicitors in trust, . . [the rest of the paragraph shall remain the same].

AuthentiSIGN

Jeffrey Sagolili

4/23/2021 4:13:20 PM EDT

(Purchaser)

04/24/2021

(Date)

AuthentiSIGN

4/24/2021 7:09:30 PM EDT

(Purchaser)

04/24/2021

(Date)

(Vendor)

(Date)