

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE  
(the “Amending Agreement”)

BETWEEN: QUEENSWELL LTD. (the “Vendor”) and  
\_\_\_\_\_(the “Purchaser”)

WHEREAS:

- A. The Purchaser and the Vendor have entered into a purchase agreement, dated \_\_\_\_\_, 2021, (the “Purchase Agreement”) in respect of the purchase, by the Purchaser from the Vendor, of Unit \_\_\_\_\_, Level \_\_\_\_\_, Suite \_\_\_\_\_, in a proposed standard condominium plan, Toronto, Ontario, (together with \_\_\_\_\_ Parking Unit(s) and \_\_\_\_\_ Storage Unit(s)), all as more particularly described in the Purchase Agreement;
- B. The Purchaser and the Vendor wish to amend certain provisions of the Purchase Agreement; and
- C. Any capitalized terms used but not defined herein shall have the meaning attributed thereto in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00) paid by each party to the other, the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereby agree with the other as follows:

- 1. It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Purchase Agreement, and except for such change(s) noted below in this Section 1, all other terms and conditions of the Purchase Agreement shall remain as stated therein, and time shall continue to be of the essence. The following shall be inserted immediately:

INSERT

Notwithstanding the terms of Section 14(c) of Schedule “E” herein, the amount payable in connection with any other prepaid or current expense, such as gas, electricity, fuel, water, heating and cooling, shall be a maximum amount of \$1,500.00 (plus any applicable taxes).

DELETE

Section 14(n) of Schedule "E": The Purchaser agrees to enter into or assume a contract with the provider of electricity, water and/or heating cooling and/or the party monitoring consumption of same to the Unit (the " Provider"), on the Provider's form, for the provision and/or metering of such services to the Unit. The fees (including, without limitation, any security deposit and administration fee) for such services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date;

- 2. This Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Amending Agreement.
- 3. Each Party to this Amending Agreement may execute a facsimile copy, computer scanned copy or electronically signed copy hereof and each party to this Amending Agreement shall accept a facsimile, computer scanned or electronically signed copy hereof as an originally executed copy hereof.
- 4. This Amending Agreement is or may be electronically signed pursuant to the Electronic Commerce Act (Ontario), as amended.

IN WITNESS whereof the parties hereto have affixed their hands and seals as of the date first-noted above.

SIGNED, SEALED AND DELIVERED  
in the presence of

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

)  
)  
) \_\_\_\_\_  
) Purchaser  
)  
) \_\_\_\_\_  
) Purchaser  
)  
)  
) \_\_\_\_\_  
) Purchaser

QUEENSWELL LTD.

Per: \_\_\_\_\_  
o/s Authorized Signing Officer  
I have the authority to bind the Corporation