

VOYA

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE
ADD PARKING/STORAGE LOCKER

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the "Vendor")

– and –

KHALED MOHAMED MAHMOUD HASSAN

(the "Purchaser")

RE: Unit: 3 Level: 9 Suite: 903

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.

1. The following shall be deleted from the Agreement Cover:

"... together with 0 Parking Unit(s) and 1 Storage Locker Unit(s) (as defined in the Creating Documents), which Parking Unit(s) and Storage Locker Unit(s), if any, shall be allocated by the Vendor prior to the Closing Date in such location as determined by the Vendor in its sole and unfettered discretion (hereinafter called the "Purchased Home"), all in accordance with the Creating Documents to be registered against the Land, as hereinafter defined.

1. PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of (\$ 502,900.00) Five Hundred Two Thousand Nine Hundred DOLLARS inclusive of HST, net of the Rebate (if any), as more particularly set forth in and subject to the provisions of Section 5.3 of Schedule "B", of lawful money of Canada payable as follows:"

And the following shall be inserted in its place:

"... together with 1 Parking Unit(s) and 1 Storage Locker Unit(s) (as defined in the Creating Documents), which Parking Unit(s) and Storage Locker Unit(s), if any, shall be allocated by the Vendor prior to the Closing Date in such location as determined by the Vendor in its sole and unfettered discretion (hereinafter called the "Purchased Home"), all in accordance with the Creating Documents to be registered against the Land, as hereinafter defined.

1. PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of (\$ 543,750.00) Five Hundred Forty Three Thousand Seven Hundred Fifty DOLLARS inclusive of HST, net of the Rebate (if any), as more particularly set forth in and subject to the provisions of Section 5.3 of Schedule "B", of lawful money of Canada payable as follows:"

2. In addition to the deposits set out in the Agreement Cover, or the Agreement Cover as amended, where applicable, the Purchaser shall pay the Vendor the sum of (\$ 10,000.00) Ten Thousand DOLLARS by cheque payable to McMillan LLP, in trust, dated as of the 23 day of June, 2021, as a further deposit pending completion or other termination of the Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date.
3. The following language shall be deleted from the Agreement Cover, or the Agreement Cover as amended, where applicable, wherever it appears: "(and representing ...% of the Purchase Price)".

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DS
mmh
DS
aac

Add Parking/Storage Locker

DATED at 22-Jun-21 this 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:
KHALED MOHAMED MAHMOUD HASSAN
BBD6B623E5AC4A5...
Purchaser: KHALED MOHAMED MAHMOUD HASSAN

Purchaser:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:
ANDREA ALSIP COITNAM
Per: BDB4510D665F440F
Authorized Signing Officer:

26-Jun-21

I/We have authority to bind the Corporation