

VOYA

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

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

- and -

SAMAL MOHIALDEEN ABDULLAH AI-MANDALAWI

MAHA ABDULWAHAB FAIDHI FAIDHI

(the “Purchaser”)

RE: Unit: 2 Level: 40 Suite: 4002

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 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 **Eight Hundred Five Thousand Nine Hundred (805,900.00) 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

- a) The sum of **(\$5,000.00) Five Thousand Dollars**, as an initial deposit by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement as an initial deposit upon the execution of this Purchase Agreement;
- b) the sum of **(\$35,295.00) Thirty-Five Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **30th** day following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- c) the sum of **(\$40,295.00) Forty Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **90th** day following execution of this Purchase Agreement (and representing **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- d) the sum of **(\$40,295.00) Forty Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **120th** day following execution of this Purchase Agreement (and representing **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- e) the sum of **(\$40,295.00) Forty Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- f) the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser's Solicitor payable to the Vendor or as the Vendor may in writing direct on the Closing Date, unless the Purchaser provides to the Vendor, within the time period required by the Condominium Act, the notice contemplated by Section 3.4(6) of Schedule “B”, in which case the balance of the Purchase Price shall be paid on the Firm Occupancy Date, as provided for in Section 3.4(6) of Schedule “B”; and

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- g) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

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 **Eight Hundred Fifty-Six Thousand Seven Hundred Fifty (\$856,750.00)** 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

- a) The sum of **(\$5,000.00) Five Thousand And Xx / 100 Dollars**, as an initial deposit by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement as an initial deposit upon the execution of this Purchase Agreement;
- b) the sum of **(\$37,837.50) Thirty-Seven Thousand Eight Hundred Thirty-Seven And 50 / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 69 days **(September 21, 2021)** following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- c) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days **(October 12, 2021)** day following execution of this Purchase Agreement (and representing **2.0%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- d) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 120 days **(November 11, 2021)** day following execution of this Purchase Agreement (and representing **2.0%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- e) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days **(January 10, 2022)** day following execution of this Purchase Agreement (and representing **2.0%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- f) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days **(November 26, 2022)** day following execution of this Purchase Agreement (and representing **2.0%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- g) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days **(July 04, 2023)** day following execution of this Purchase Agreement (and representing **2.0%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- h) the sum of **(\$42,837.50) Forty-Two Thousand Eight Hundred Thirty-Seven And 50 / 100 Dollars** by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing **5.0%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- i) the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser’s Solicitor payable to the Vendor or as the Vendor may in writing direct on the Closing Date, unless the Purchaser provides to the Vendor, within the time period required by the Condominium Act, the notice contemplated by Section 3.4(6) of Schedule “B”, in which case the balance of the Purchase Price shall be paid on the Firm Occupancy Date, as provided for in Section 3.4(6) of Schedule “B”; and
- j) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

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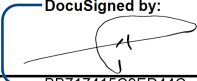
Add/Delete Parking/Storage Locker

DATED this **the 14th day of July, 2021**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

DocuSigned by:




22-Jul-21

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Purchaser - **SAMAL MOHIALDEEN ABDULLAH**

AI-MANDALAWI

DocuSigned by:



22-Jul-21

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Purchaser - **MAHA ABDULWAHAB FAIDHI**

FAIDHI

ACCEPTED this **the 14th day of July, 2021**

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:



31-Jul-21

PER:

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Authorized Signing Officer:

I/We have the authority to bind the Corporaton

VOYA

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

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the "Vendor")

- and -

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(the "Purchaser")

RE: Unit: 2 Level: 40 Suite: 4002

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 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 to the Vendor prior to the Closing Date in accordance with the provisions of Section 5.3 of Schedule "B", in full and lawful money of Canada payable as follows

1. PURCHASE PRICE

The Purchase Price of the Purchased Home shall be the sum of **Eight Hundred and Nine Hundred (800,000.00) DOLLARS** inclusive of HST (net of the Rebate, if any), as more particularly set forth and subject to the provisions of Section 5.3 of Schedule "B", in full and lawful money of Canada payable as follows

- a) The sum of **(\$5,000.00) Five Thousand Dollars**, as a partial deposit by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **30th** day following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- b) the sum of **(\$35,295.00) Thirty-Five Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **30th** day following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- c) the sum of **(\$40,295.00) Forty Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **90th** day following execution of this Purchase Agreement (and representing **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- d) the sum of **(\$40,295.00) Forty Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated to the **120th** day following execution of this Purchase Agreement (and representing **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- e) the sum of **(\$40,295.00) Forty Thousand Two Hundred Ninety-Five Dollars** by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing **5%** of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- f) the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser's Solicitor payable to the Vendor or as the Vendor may in writing direct on the Closing Date, unless the Purchaser provides to the Vendor, within the time period required by the Condominium Act, the notice contemplated by Section 3.4(6) of Schedule "B", in which case the balance of the Purchase Price shall be paid on the Firm Occupancy Date, as provided for in Section 3.4(6) of Schedule "B"; and

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- g) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

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 **Eight Hundred Fifty-Six Thousand Seven Hundred Fifty (\$856,750.00)** DOLLARS inclusive of HST, net of taxes (if any), as more particularly set forth below and subject to the provisions of Section 5.3 of Schedule “B”, of lawful jurisdiction of Canada, payable as follows:

- a) the sum of **(\$5,000.00) Five Thousand And Xx / 100 Dollars**, as an initial deposit by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement as an initial deposit upon the execution of this Purchase Agreement;
- b) the sum of **(\$17,837.50) Seventeen Thousand Eight Hundred Thirty-Seven And 50 / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days (**August 13, 2021**) following execution of this Purchase Agreement and representing, together with the deposit referred to in Section 1(a) above, 2% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- c) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days (**October 12, 2021**) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- d) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 120 days (**November 11, 2021**) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- e) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days (**January 10, 2022**) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- f) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days (**November 26, 2022**) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- g) the sum of **(\$17,135.00) Seventeen Thousand One Hundred Thirty-Five And Xx / 100 Dollars** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days (**July 04, 2023**) day following execution of this Purchase Agreement (and representing 2.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- h) the sum of **(\$42,837.50) Forty-Two Thousand Eight Hundred Thirty-Seven And 50 / 100 Dollars** by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing 5.0% of the Purchase Price), as a further deposit pending completion or other termination of this Purchase Agreement and to be credited on account of the Purchase Price on the Closing Date;
- i) the balance of the Purchase Price by certified cheque drawn on the trust account of the Purchaser’s Solicitor payable to the Vendor or as the Vendor may in writing direct on the Closing Date, unless the Purchaser provides to the Vendor, within the time period required by the Condominium Act, the notice contemplated by Section 3.4(6) of Schedule “B”, in which case the balance of the Purchase Price shall be paid on the Firm Occupancy Date, as provided for in Section 3.4(6) of Schedule “B”; and
- j) all proper and usual adjustments including the adjustments specifically provided under this Purchase Agreement, calculated as of and paid on the Closing Date.

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

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DATED this **the 14th day of July, 2021**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

ACCEPTED this 14th day of July 2021

VOID

Purchaser - **SAMAL MOHIALDEEN ABDULLAH**
AL-MANDALAWI

Purchaser - **MAMAD ABDULWAB FAIDHI**
AL-MANDALAWI

Authorized Signing Officer

I/We have the authority to bind the Corporaton

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DS
M. F.

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M. F.

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