

VOYA 2
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE
ASSIGNMENT RIGHT

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

- and -

SAMIR HASSAN MOHAMMED

(the “Purchaser”)

RE: Unit: 05 Level: 12 Suite: 1205

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.

Notwithstanding Section 8.3(1) of Schedule “B” of the Purchase Agreement, the Purchaser may assign the Purchase Agreement to a third party subject to the following terms and conditions:

1. The Purchaser has paid to the Vendor’s Solicitors all deposits that are, pursuant to the Purchase Agreement, scheduled to be paid on or before the Firm Occupancy Date.
2. The Vendor shall have entered into binding agreements to sell no less than 95% of the Residential Units in the Condominium, which determination shall be made by the Vendor in its sole and unfettered discretion.
3. The Vendor shall have approved the proposed assignee in writing, which approval may be unreasonably withheld.
4. The Purchaser shall have delivered to the Vendor all financial and other information of the assignee that is required of a purchaser pursuant to section 2.2 of Schedule “B” of the Purchase Agreement.
5. The Purchaser shall not be in default under the Purchase Agreement.
6. The Purchaser and the assignee shall have executed and delivered to the Vendor, the Vendor’s standard form of consent/assignment agreement which will include, without limitation, an acknowledgement by the Purchaser and the assignee that if the Purchaser assigns the Purchase Agreement to the assignee, the Purchaser and/or the assignee will no longer qualify for the Rebate, and that the Vendor shall be credited on the statement of adjustments, either on the Firm Occupancy Date or on Closing, as determined by the Vendor, with an amount equal to the Rebate, had the Purchaser and/or the assignee continued to qualify for same, and an acknowledgement by the Purchaser that it agrees that it shall collect and remit all applicable HST on all consideration paid by the assignee to the Purchaser for the assignment.
7. Upon execution of the Vendor’s standard form of consent/assignment agreement, the assignee shall have paid an additional deposit to the Vendor in an amount equal to 5% of the Purchase Price and shall have executed an amendment to the Purchase Agreement, which shall, among other things, amend the Agreement Cover to account for this additional deposit.
8. The Purchaser shall have paid the Vendor the Vendor’s assignment fee of \$5,000.00 plus HST prior to the Vendor’s execution of the consent/assignment agreement referred to above, and a legal/administrative fee of \$1,000.00 plus HST, which fee is non-refundable and shall be paid to the Vendor at the time that the Purchaser requests consent for the assignment.
9. The Purchaser shall not be relieved of its obligations under the Purchase Agreement and will be jointly and severally liable with the assignee.
10. The assignee shall be in compliance with and not in violation of the applicable provisions of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act as administered by the Financial Transactions and Reports Analysis Centre of Canada.
11. An assignment of the Purchase Agreement by the Purchaser to a third party shall not be permitted at any time following the Occupancy Date (as defined in the Addendum).
12. The Vendor may, in its sole and unfettered discretion, determine the date of the assignment.
13. The Purchaser shall not permit any third party to list or advertise the Purchased Home for Transfer (as defined in Section 8.3(1) of Schedule “B” of the Purchase Agreement) on a listing system or any other platform, including, without limitation, the Multiple Listing Service, at any time until after Closing, without the prior written consent of the Vendor, which consent may be withheld in the Vendor’s sole and unfettered discretion. In the event the Vendor provides its consent, the Purchased Home may only be marketed by an agent designated by the Vendor, with all applicable commissions payable by the Purchaser.

The Purchaser or assignee shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

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

DS

SHM

DS

AAC

DATED this **the 5th day of March, 2022**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

DocuSigned by:

D82D1B3F23CF4F8...
Purchaser - **SAMIR HASSAN MOHAMMED**

ACCEPTED this __day of 08-Mar-22, 2022

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:

PER: _____
D0B4B10DC6F4461...
Authorized Signing Officer:

I/We have the authority to bind the Corporation

VOYA 2

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE
CONSENT TO LEASE

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

- and -

SAMIR HASSAN MOHAMMED

(the “Purchaser”)

RE: Unit: 05 Level: 12 Suite: 1205

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.

Notwithstanding Section 8.3(1) of Schedule “B” of the Purchase Agreement, the Purchaser shall be entitled to seek the Vendor’s approval to assign its rights under the Occupancy Arrangement to a prospective sublicensee (the “tenant”) for the Purchased Home following the Firm Occupancy Date, subject to the following terms and conditions:

1. The Purchaser has paid to the Vendor’s Solicitors all deposits that are, pursuant to the Purchase Agreement, scheduled to be paid on or before the Firm Occupancy Date.
2. The Vendor shall have entered into binding agreements to sell no less than 95% of the Residential Units in the Condominium, which determination shall be made by the Vendor in its sole and unfettered discretion.
3. The Vendor shall have approved the tenant, and in determining whether to grant its approval may consider any factors it deems relevant in its sole and unfettered discretion, including, but not limited to, the tenant’s personal credit history and the terms of any arrangement made between the Purchaser and the tenant.
4. The Purchaser shall not be in default under the Purchase Agreement.
5. The Vendor will not be a party to the rental agreement between the Purchaser and the tenant and the rental agreement shall contain a provision confirming that the rental agreement shall not be binding upon the Vendor in the event that the Purchaser defaults and does not complete the purchase of the Purchased Home.
6. The Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment to the tenant, including, but not limited to, any damage caused by the tenant, its guests or invitees to the Purchased Home (including, but not limited to, any activities of the tenant which may lead to a delay in registration of the Condominium) and any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Arrangement and to enforce the Vendor’s rights under the Purchase Agreement.
7. The Purchaser shall have paid the Vendor a fee of \$1,000.00 plus HST for the administrative costs of the Vendor in reviewing the request for approval, which sum shall be non-refundable and payable when the request for approval is made.
8. The Purchaser shall pay the Vendor a fee of \$5,000 plus HST for the Vendor consenting to Lease, payable upon such consent being given.
9. If the Purchaser fails to complete the transaction, the Purchaser shall forthwith take all steps necessary to evict the tenant at its sole cost and expense, failing which, the Purchaser hereby irrevocably appoints the Vendor, as the Purchaser’s lawful attorney and without liability, to take all steps necessary to evict the tenant at the Purchaser’s sole cost and expense.
10. The Vendor may, in its sole and unfettered discretion, determine the date of the assignment.
11. The Purchaser shall not permit any third party to list or advertise the Purchased Home for Transfer (as defined in Section 8.3(1) of Schedule “B” of the Purchase Agreement) on a listing system or any other platform, including, without limitation, the Multiple Listing Service, at any time until after Closing, without the prior written consent of the Vendor, which consent may be withheld in the Vendor’s sole and unfettered discretion. In the event the Vendor

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

DS DS
SHM AAC

DATED this **the 5th day of March, 2022**

WHEREAS the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

ACCEPTED this __ day of ^{08-Mar-22}_____, 2022

DocuSigned by:
SAMIR HASSAN MOHAMMED
D82D1B3F23CF4F8...
Purchaser - **SAMIR HASSAN MOHAMMED**

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:
Andrea Alsip Cotnam
D0B4B10DC6F4461...
PER:

Authorized Signing Officer:

I/We have the authority to bind the Corporation