

## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**JAVED AHMED KHAN** (the "Purchaser")

Suite **1507** Tower **TWO** Unit **7** Level **14** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Insert:**

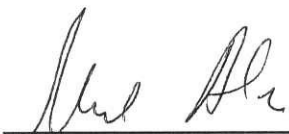
**Notwithstanding paragraph 22 of this Agreement**, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) 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 of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of 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 Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 7<sup>th</sup> day of August 2014.



Witness:



Purchaser: **JAVED AHMED KHAN**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER: \_\_\_\_\_  
 Authorized Signing Officer  
 I have the authority to bind the Corporation

## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and

**JAVED AHMED KHAN** (the "Purchaser")

Suite 1507 Tower TWO Unit 7 Level 14 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

**DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE**

PARAGRAPH 1.(a)

(ii) the sum of Nineteen Thousand Three Hundred Forty Five (\$19,345.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;

(iii) the sum of Twenty One Thousand Three Hundred Forty Five (\$21,345.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of Twenty One Thousand Three Hundred Forty Five (\$21,345.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and

(v) the sum of Forty Two Thousand Six Hundred Ninety (42,690.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty five (25%) percent of the Purchase Price on the Occupancy Date (as same may be extended in accordance herewith);

**INSERT: TO THE AGREEMENT OF PURCHASE AND SALE**

PARAGRAPH 1.(a)

(ii) the sum of Five Thousand (\$5000.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to one and 6/10 (1.6%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;

(iii) the sum of Five Thousand (\$5000.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to two and 8/10 (2.8%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of Eight Thousand (\$8000.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to four and 7/10 (4.7%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser; and

(v) the sum of Ten Thousand (\$10,000.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to seven (7%) percent of the Purchase Price submitted with this Agreement and post dated three hundred and sixty-five (365) days following the date of execution of this Agreement by the Purchaser; and

Dated at Mississauga, Ontario this 7<sup>th</sup> day of August 2014.

**SIGNED, SEALED AND DELIVERED**

In the Presence of:

Witness

Purchaser - JAVED AHMED KHAN

Accepted at TORONTO this 11 day of AUG 2014.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: [Signature] c/s  
Authorized Signing Officer  
I have the authority to bind the Corporation.