

VOYA

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

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the “Vendor”)

– and –

HUSSEIN HAMDY LALA

(the “Purchaser”)

RE: Unit: 7 Level: 34 Suite: 3407

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 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 **Nine Hundred Thirty-Two Thousand Seven Hundred Fifty (\$ 932,750.00)** 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 **(\$41,637.50) Forty-One Thousand Six Hundred Thirty-Seven and 50 / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 30 days **(July 19, 2021)** following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above, **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;
- c) the sum of **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days **(September 17, 2021)** 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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 120 days **(October 17, 2021)** 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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days **(December 16, 2021)** 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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days **(November 01, 2022)** following execution of this Purchase Agreement (and representing

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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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days (**June 09, 2023**) 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 **(\$46,637.50) Forty-Six Thousand Six 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."

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 **Nine Hundred Thirty-Two Thousand Seven Hundred Fifty (\$ 932,750.00)** 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 **(\$41,637.50) Forty-One Thousand Six Hundred Thirty-Seven and 50 / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 30 days (**July 19, 2021**) following execution of this Purchase Agreement (and representing, together with the deposit referred to in Section 1(a) above, **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;
- c) the sum of **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 90 days (**September 17, 2021**) 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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 120 days (**October 17, 2021**) 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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 180 days (**December 16, 2021**) 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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 500 days (**November 01, 2022**) 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 **(\$18,655.00) Eighteen Thousand Six Hundred Fifty-Five and Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, accompanying this Purchase Agreement and post-dated 720 days (**June 09, 2023**) 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 **(\$186,550.00) One Hundred Eighty-Six Thousand Five Hundred Fifty And Xx / 100 DOLLARS** by cheque payable to McMillan LLP, in trust, on the Firm Occupancy Date (and representing **20.0%** 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."

DATED at 21-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:

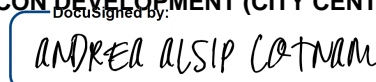
Witness:

DocuSigned by:

Purchaser: Hussein Hamdy Lala

Purchaser:

24-Jun-21

AMACON DEVELOPMENT (CITY CENTRE) CORP.
DocuSigned by:

Per: Andre Alsip
Authorized Signing Officer:

I/We have authority to bind the Corporation

VOYA - BUILDING A
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

HUSSEIN HAMDY LALA (the "Purchaser")

Suite **3407** Tower **Voya A** Unit **7** Level **34** (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
Address:
18 Brightstone Pass SE
Calgary, Alberta T2Z 0H1
Canada

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE
Address:
Saudi Aramco P. O. Box 13209
Dhahran 31311
Saudi Arabia

Dated at **Mississauga, Ontario** this _____ day of 21-Jun-21 **2021**.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

DocuSigned by:


6D5577AF90A1424...
Purchaser - HUSSEIN HAMDY LALA

Accepted at **Mississauga, Ontario** this _____ day of 24-Jun-21 **2021**.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____
D0B4B10DC6F4461... c/s
ANDREA ALSIP COITMAN
Authorized Signing Officer
I have the authority to bind the Corporation.