

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

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the "Vendor")

- and -

ABDEL QADER MOH'D ABDEL QADER AL ASSAL

(the "Purchaser")

RE: Unit: 01 Level: 12 Suite: 1201

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.

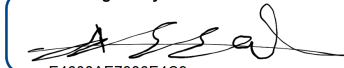
The Purchaser or assignee shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

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

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

**WHEREAS** the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED

DocuSigned by:  
  
E4608AE7886E4C9...  
Purchaser - **ABDEL QADER MOH'D ABDEL QADER AL ASSAL**

07-Mar-22  
ACCEPTED this \_\_day of \_\_\_\_\_, 2022

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

DocuSigned by:  
  
PER: \_\_\_\_\_  
D0B4B10DC6F4461...  
Authorized Signing Officer:

I/We have the authority to bind the Corporation

VOYA

Tower 2

AMENDMENT TO THE  
AGREEMENT OF PURCHASE AND SALE  
CLOSING CREDIT

BETWEEN :

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(the "Vendor")

– and –

ABDEL QADER MOH'D ABDEL QADER AL ASSAL

(the "Purchaser")

RE: Unit: 01 Level: 12 Suite: 1201

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 added as Section 5.1.1 of Schedule "B" to the Purchase Agreement:

- (1) "The Purchaser shall receive a credit on the statement of adjustments, either on the Firm Occupancy Date or on Closing, as determined by the Vendor, in the amount \$2,500.00 (the "Closing Credit").
- (2) The Closing Credit is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process upon a Transfer (as defined in Section 8.3(1) of this Schedule), notwithstanding that the Vendor may have consented to the Transfer.
- (3) Without limiting anything contained herein:
  - (a) the Closing Credit shall automatically terminate without notice or any further process if the Purchaser defaults under this Purchase Agreement, notwithstanding that such default may have been cured, rectified or remedied; and
  - (b) the Vendor's obligation to provide the Closing Credit is conditional upon the Purchaser closing the transaction contemplated by this Purchase Agreement."

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DS DS  


**DATED** at \_\_\_\_\_ this \_\_\_\_\_ day of 06-Mar-22, 20\_\_\_\_\_.

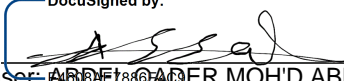
**IN WITNESS** whereof the parties hereto have affixed their hands and seals.

**SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

DocuSigned by:  
  
\_\_\_\_\_  
Per: ABDEL QADER MOH'D ABDEL QADER AL ASSAL

\_\_\_\_\_  
Purchaser:

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

DocuSigned by:  
  
\_\_\_\_\_  
Per: Andrea Alsip Cotnam  
Authorized Signing Officer:

I/We have authority to bind the Corporation