

VOYA

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE
ADDING A PURCHASER

B E T W E E N:

AMACON DEVELOPMENT (CITY CENTRE) CORP.
(The “Vendor”)

- and –

_____ Ruben Jun Zhang

_____ Kathy Kun Zhao
(The “Original Purchaser”)

RE: Unit: 2 Level: 23 Suite: 2302

WHEREAS the Vendor and Original 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:

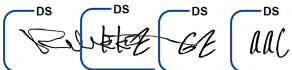
It is hereby understood and agreed between the Vendor and the Original Purchaser that the following changes shall be made in the Purchase Agreement, and, save and except for such change(s) noted below, all other terms and conditions of the Purchase Agreement with any and all addendums and amendments 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.

1. The following person shall be added to the Purchase Agreement as an additional purchaser:

Name:	<u>Gordon Zhang</u>	
Date of Birth:	<u>199/05/06</u>	
Address:	<u>2221 Yonge St AP502 Toronto Ontario M4S 0B8</u>	
Identification:	Type: driver's licence	No.: Z3187-29709-90506
Telephone:	<u>6475378168</u>	
Email:	<u>gordon-zhang@hotmail.com</u>	
Occupation:	<u>Software developer</u>	
Employer:	<u>Moneris</u>	
Relationship to		
Original Purchaser:	<u>son</u>	

(the “Additional Purchaser” and together with the Original Purchaser, collectively, the “Purchaser”).

2. The Additional Purchaser’s information in Section 1 is hereby added to Appendix 2 of the Addendum.
3. The Additional Purchaser confirms receipt of the following documentation and a copy of the executed Purchase Agreement:
- (a) Disclosure Statement;
 - (b) proposed First Year Operating Budget;
 - (c) proposed Declaration;
 - (d) proposed By-Law No. 1 (General By-law);
 - (e) proposed By-Law No. 2 (Shared Facilities Agreements);
 - (f) proposed By-Law No. 3 (Assumption Agreements);
 - (g) proposed By-Law No. 4 (Waiver Agreement);
 - (h) proposed By-Law No. 5 (Standard Unit By-Law);
 - (i) proposed By-Law No. 6 (Insurance Deductibles);
 - (j) proposed Management Agreement;
 - (k) proposed Rules and Regulations;
 - (l) proposed Draft Plan of Condominium; and
 - (m) Ontario’s Residential Condominium Buyers’ Guide.
4. The Additional Purchaser hereby waives its rights to a ten (10) day rescission period and agrees that for the purposes of Section 73(2) of the Condominium Act, 1998, the ten (10) day statutory rescission period commenced on the date the Original Purchaser received all of the documents set forth in Section 3 and a copy of the executed Purchase Agreement.
5. This Amendment is conditional on the Additional Purchaser complying in advance with all Financial Transactions and Reports Analysis Centre of Canada and financing requirements to the complete satisfaction of the Vendor, failing which this Amendment shall be rendered null and void, all in the Vendor’s sole and absolute discretion.



- 6. The Additional Purchaser shall assume and be bound by all Purchaser obligations under the Purchase Agreement.

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

DATED at _____ this _____ day of 04-Apr-23, 20____.

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

SEALED AND DELIVERED

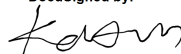
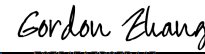
In the presence of:

Witness: _____

Witness: _____

Witness: _____

DocuSigned by:

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Original Purchaser: Ruben Jun Zhang
DocuSigned by:

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Original Purchaser: Kathy Kun Zhao
DocuSigned by:

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Additional Purchaser: Gordon Zhang

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: 
D0B4B10DC0F4401...
Authorized Signing Officer:
I/We have authority to bind the Corporation

Rider re:
Prohibition on the Purchase of Residential Property by Non-Canadians Act

This is a Rider to the document, agreement or instrument to which it is attached (for clarity, including the Purchase Agreement (as defined herein), an assignment of the Purchase Agreement or an amendment to the Purchase Agreement).

R-1 *The Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada) and the Prohibition on the Purchase of Residential Property by Non-Canadians Regulations:*

The Purchaser (as defined in the Purchase Agreement Cover, including the party(ies) initialling this Rider in the capacity of Purchaser) certifies, declares, covenants, represents and warrants to the Vendor that every individual, corporation or entity comprising the Purchaser is, as of the date hereof, and shall be on the Firm Occupancy Date (if applicable and as defined in the Purchase Agreement Cover) and the Closing Date (as defined on the Purchase Agreement Cover) either:

- a. not a non-Canadian within the meaning of the Prohibition Act (“**Non-Canadian**”); or
- b. a Non-Canadian, but subject to one or more of the exceptions outlined in the Prohibition Act, including section 4(2) of the Act or sections 5 and 6 of the Regulations.

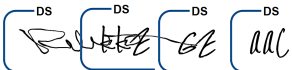
Not later than (a) the Firm Occupancy Date (if applicable) or (b) the Closing Date, the Purchaser will furnish to the Vendor (as defined in the Purchase Agreement Cover) a personal statutory declaration, or a declaration of one of the Purchaser’s officers, if the Purchaser is a corporation or an entity, whereby the Purchaser declares to the Vendor that as of the date of entering into this Purchase Agreement with the Vendor:

- a. if the Purchaser is an individual, that each individual comprising the Purchaser is a Canadian citizen, a person registered as an Indian under the *Indian Act*, and/or a permanent resident of Canada under the *Immigration and Refugee Protection Act* (Canada), or, alternatively, that they fall within one or more of the exceptions outlined in the Prohibition Act, including section 4(2) of the Act and sections 5 and 6 of the Regulations; or
- b. if the Purchaser is not an individual, that said Purchaser is a corporation that has been duly incorporated under the laws of Canada or under the laws of a province within Canada, or is an entity formed under the laws of Canada or under the laws of a province within Canada, and that said corporation or entity is not controlled by an individual who is Non-Canadian, nor controlled by a company or entity that is Non-Canadian, as the term “controlled” is defined by the Prohibition Act;

and said declaration shall not merge on Closing, but rather shall expressly survive same for as long as there is any liability exposure of either party hereto for any contravention of the Prohibition Act.

The Purchaser expressly agrees and warrants to deliver to the Vendor’s solicitors, forthwith upon the request of the Vendor’s solicitors at any time prior to Closing all requisite documents, instruments and/or assurances that the Vendor’s solicitors may require in order to independently confirm the veracity of the Purchaser’s statutory declaration or a declaration of one of the Purchaser’s officers, if the Purchaser is a corporation or an entity, and the Purchaser’s corresponding compliance with the Prohibition Act. If the Vendor believes for whatever reason that the Purchaser is a Non-Canadian that is not subject to one or more of the exceptions outlined in the Prohibition Act, regardless of any documentation provided by or on behalf of the Purchaser to the contrary, and the Vendor’s belief or position on this matter is communicated to the Purchaser or the Purchaser’s Solicitors prior to the Closing Date, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be deemed to be in default of the Purchase Agreement and whereupon the default provisions of the Purchase Agreement shall apply.

The Purchaser further expressly agrees and warrants that they shall (jointly and severally, if there are more than one individuals, corporations or entities comprising the Purchaser) indemnify and save harmless the Vendor and its related and affiliated corporations and entities, their directors, officers, employees and agents, and the legal personal representatives, successors or assigns of each, from and against all losses, costs, causes of action, actions, damages and/or liabilities that

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are hereafter suffered or incurred by the Vendor (or by any of the directors or officers of the Vendor), including without limitation, any and all fines, penalties and/or charges imposed against the Vendor (and/or against any of the directors or officers of the Vendor) due to a contravention of the Prohibition Act.

R- 2. Assignment of the Purchase Agreement and the Prohibition Act:

Notwithstanding any provision of the Purchase Agreement to the contrary, the Purchaser further agrees and warrants not to either directly or indirectly sell, transfer, assign or direct title on Closing (collectively and individually hereinafter referred to as a “**Transfer**”), to any Non-Canadian, without the prior written consent of the Vendor, which consent may be arbitrarily withheld in the Vendor’s sole and unfettered discretion. Any Transfer in contravention of this Section 2 shall be null and void. The Purchaser acknowledges that once a breach of this Section 2 occurs, it is incapable of rectification and, accordingly, the Purchaser acknowledges, understands and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Purchase Agreement and the Occupancy arrangement (if applicable) effective upon delivery of written notice of termination to the Purchaser or the Purchaser’s Solicitors whereupon the default provisions of the Purchase Agreement shall apply.

R-3 Defined Terms

All capitalized terms used but undefined herein shall have the meaning ascribed thereto in the Appendix attached hereto.

Purchaser’s Initials	DS 
Purchaser’s Initials	DS 
Purchaser’s Initials	DS 
Purchaser’s Initials	
Vendor’s Initials	DS 

**Appendix to the Rider re:
*Prohibition on the Purchase of Residential Property by Non-Canadians Act***

DEFINITIONS

1. “**Addendum**” means the Tarion Addendum attached to the Purchase Agreement, including the accompanying Statement of Critical Dates.
2. “**Closing**” means the moment at which the transaction of purchase and sale contemplated by the Purchase Agreement is completed.
3. “**Condo Act**” means the *Condominium Act, 1998*, S.O. 1998, c. 19 and any amendments and regulations, or any replacement legislation and the regulations thereto.
4. “**Firm Occupancy Date**” has the meaning given to it in Section 12 of the Addendum, if applicable.
5. “**Occupancy**” has the meaning given to it in Section 12 of the Addendum, if applicable.
6. “**Prohibition Act**” means the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) (the “**Act**”), as amended or replaced from time to time, the *Prohibition on the Purchase of Residential Property by Non-Canadians Regulations* (the “**Regulations**”) and all other regulations made pursuant thereto and any amendments and regulations thereto.
7. “**Purchase Agreement**” means the Agreement of Purchase and Sale executed by the parties hereto (or their respective predecessors-in-interest) and includes the Purchase Agreement Cover, the Addendum and all Schedules and Riders attached to the Purchase Agreement Cover that are incorporated by reference.
8. “**Purchase Agreement Cover**” means the cover page executed by the parties hereto (or their respective predecessors-in-interest) to which the Purchase Agreement is attached.
9. “**Tarion**” means Tarion Warranty Corporation and its successors and assigns.