

BETWEEN: **AMACON DEVELOPMENT (HURONTARIO) CORP.** (the "**Vendor**") and
Kishor Gajjar (the "**Purchaser**")
Suite No. 3506, Residential Unit 5, Level 30 (the "**Unit**")

INSERT


- (a) that the lease will not commence and the tenant will not take occupancy until after Unit Transfer Date
- (b) that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price. In the event the Purchaser is in default under this Agreement of Purchase and Sale, in addition to any other rights or remedies which the Vendor may have, such deposit monies paid shall become the absolute property of the Vendor.
- (c) that the Purchaser covenants and agrees to indemnify and hold harmless the Vendor and 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 tenancy, any damage occasioned by the tenant to the Residential Unit or the balance of the Property by the tenant (inclusive of any activities of the tenant which may delay 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 as a result of the inability to terminate the tenancy following default by the Purchaser under this Agreement and termination of this Agreement.

DATED at Mississauga, this 5th day of APRIL, 2009.

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

[illegible]

AMACON DEVELOPMENT (HURONTARIO) CORP.


Per _____ c/s
Authorized Signing Officer
I have the authority to bind the Corporation.