

## ELLE

### AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: Amacon Development (Huronario) Corp. (the "Vendor") and

**DEVPRATAP SINGH GURON and GUNEET GURON** (the "Purchaser")

Suite **2308** Tower **Elle** Unit **7** Level **20** (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:**

N/A

**INSERT:**

Page 1, Paragraph 2

(c) The sum of Thirty Nine Thousand Five Hundred Eighty Five Dollars (\$39,585.00), by certified cheque payable to the Vendor's Solicitors, in Trust, with this amendment; and

Notwithstanding Paragraph 10 of Schedule "A" and Paragraph 9 and 14 of Schedule "B" of this Agreement, the Purchaser acknowledges and agrees that the Vendor shall provide its consent to the Purchaser's request to lease the Residential Unit after The Confirmed Possession Date and prior to the Closing Date, provided:

- (a) 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.
- (b) 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.
- (c) that the Vendor shall have the right to pre approve the form of the proposed lease which shall be for no less than full rental market value as at the time of submission of the draft lease. Additionally, the Purchaser shall prior to directly or indirectly listing or advertising the Residential Unit for lease, concurrent with the delivery of the Authorization to Lease (provided by the Vendor and executed by the Purchaser) and the draft lease to the Vendor, and in consideration of the Vendor granting its consent to the terms herein deliver a certified cheque in the amount of One Thousand and Five Hundred Dollars (\$1,500.00) plus applicable taxes thereon to the Vendor for giving its consent and to reimburse the Vendor for its own internal cost and/or cost of external counsel in reviewing the draft lease, which sum shall be non refundable.
- (d) The Purchaser agrees to pay the Vendor the amount of Three Hundred and Fifty (\$350.00) Dollars plus applicable taxes by certified cheque or bank draft to the Vendor for the purpose of incorporating the Purchaser's request to lease the residential unit;
- (e) The Purchaser agrees to produce, at the time of executing this Amendment, satisfactory evidence to the Vendor, it its sole an absolute discretion, of a satisfactory mortgage commitment or pre-approval signed by a lending institution acceptable to the Vendor, confirming that the said lending institution will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date.

Dated at **Mississauga, Ontario** this 7 day of September 2010.

**SIGNED, SEALED AND DELIVERED**

In the Presence of:

Witness

Devpratap Singh  
Purchaser - Devpratap Singh Guron

Witness

Guneet Guron  
Purchaser - Guneet Guron

Accepted at Toronto this 9 day of Sept 2010.

Amacon Development (Huronario) Corp.

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