

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
NELROY JIMMY QUADROS (the "Purchaser")

Suite **1007** Tower **TWO** Unit **7** Level **10** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, 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 assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in 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 to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Dollars (\$1,000.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 31 day of JANUARY 2017.

Witness:

Purchaser: **NELROY JIMMY QUADROS**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 6 day of February 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
 I have the authority to bind the Corporation

THIS CONTINUING POWER OF ATTORNEY FOR THE MANAGEMENT OF PROPERTY

Is given on the ^{26th} day of September 2016 by **NELROY JIMMY QUADROS**

I APPOINT my brother, **NICHOLAS MICHAEL QUADROS**, and my mother, **JACKINA FRANCIS QUADROS**, jointly and severally, to be my Attorney, in accordance with the Power of Attorney Act and Substitute Decisions Act, 1992, to make decisions on my behalf concerning the management of my properties and thereby to do on my behalf anything that I could lawfully do except make a will, subject to the conditions, restrictions and limitations stated below. For the sake of clarity, I hereby direct that either of my attorney may act alone or may act jointly.

In accordance with the Powers of Attorney Act and the Substitute Decisions Act, 1992, I declare that this power of attorney may also be exercised during any future incapacity on my part to manage my property. This indicates my intention that this document will be a continuing power of attorney for property under the Substitute Decisions Act, 1992 and may be used during my incapacity to manage property.

I declare that, after due consideration, I am satisfied that the authority conferred on the attorney named in this power of attorney is adequate to provide for the competent and effectual management of all my estate in case I should become a patient in a psychiatric facility and be certified as not competent to manage our estate under the Mental Health Act. I therefore direct that in that event the attorney named in this power of attorney may retain this power of attorney for the management of my estate by complying with subsection 56(2) of the Mental Health Act and in that case the Public Trustee shall not become committee of my estate as would otherwise be the case under clause 56(1)(a) and (b) of that Act.

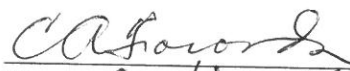
This power of attorney is subject to the following conditions and restrictions:


1. My Attorney shall act only for our benefit.
2. This Power of Attorney is limited to the Purchasing, Mortgaging and Managing of the property which is described as Unit 7, Level 10, City of Mississauga and municipally known as 510 Curran Place, Unit 1007, Mississauga, Ontario including the signing of any and all related documentation pertaining thereto.
3. Without limiting the generality of the foregoing, the power shall extend to:
 - (a) the negotiating and completing all matters, including executing any required documents, for the purpose of managing, renting and mortgaging of the subject property;
 - (b) The execution of all title documentation including, Direction regarding title, mortgage documents and Leases/Rental Agreements to the subject property together with any and all relevant covenants, warranties, undertakings, acknowledgments and declarations necessary for the completion of same.
4. All former power of attorney or other delegation of authority to an agent given by me pertaining to the above described property are hereby revoked.


I confirm that we are at least eighteen (18) years of age.

IN WITNESS WHEREOF I have signed my name to this continuing power of attorney for the management of my property.

Witness:


Name: Cynthia Foronda
Address: 303-25 Watline Ave.
Mississauga, Ont


Name: Cara Bisanti
Address: 303-25 Watline Ave.
Mississauga, Ont


NELROY JIMMY QUADROS