

Sep. 16. 2011 1:50PM

No. 3932 P. 2

This Interim Lease dated the 16th day of September, 2011.

BETWEEN:

**HUSH HOMES INC. ("Hush") and
2096563 Ontario Inc. ("Ontario")
(collectively the "Landlord")**

- and -

**Michael Burt and Sherry Burt
(collectively the "Tenant")**

WHEREAS Ontario is the registered and beneficial owner of those lands and premises comprising Lot 9 Plan 43M-1814 in the City of Mississauga, municipally known as 6930 Rayah Court, Mississauga (the "Premises");

AND WHEREAS Hush as vendor and the Tenant as purchaser have entered into an Agreement of Purchase and Sale in respect to the Tenant's purchase of the Premises from Hush dated the 9th day of September, 2009 (the "Purchase Agreement");

AND WHEREAS upon completion of the transaction contemplated by the Purchase Agreement the Tenant will acquire an appurtenant interest in the common element condominium forming the private roadway providing access to the Premises (the "Condominium");

AND WHEREAS the closing of the transaction contemplated in the Purchase Agreement has been delayed due to the fact that the Declaration creating the Condominium has yet to be registered;

AND WHEREAS the parties hereto have accordingly agreed to enter into this lease agreement to permit the Tenant to occupy the Premises pending the registration of the aforementioned Declaration on the terms and subject to the provisions herein contained.

NOW THEREFORE IN WITNESSETH that, for and in consideration of the sum of two (\$2.00) dollars paid by each of the parties to the other, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. The Landlord agrees to lease to the Tenant the Premises for a period of time commencing September 16th, 2011 until such time as the Landlord has registered the Declaration so as to create the Condominium to facilitate transfer

Sep. 16. 2011 1:50PM

No. 3932 P. 3

of title to the Premises to the Tenant in accordance with the Purchase Agreement;

2. Commencing September 16th, 2011 the Tenant agrees to pay a monthly rent totaling the aggregate of the proposed common element fees payable with respect to the Premises and the municipal realty taxes assessed against the Premises (the "Rent"). Upon completion of the transaction contemplated by the Purchase Agreement, the Rent shall be prorated to and including the date prior to that upon which title to the Premises is conveyed to the Tenant.

In addition to the Rent, the Tenant shall pay for all utility services provided to the Premises during the duration of the tenancy herein created and shall arrange to have the utility authorities open accounts in the Tenant's name for this purpose.

3. The Tenant agrees to secure such insurance coverage as would a prudent Tenant in the circumstances and maintain such insurance in good standing throughout the term of its tenancy as provided herein and shall, prior to being granted occupancy of the Premises, provide the Landlord with satisfactory proof of such insurance coverage with the interest of the Landlord noted thereon as an additional named insured;
4. The Tenant shall keep the Premises including the interior and exterior thereof in a clean, tidy, presentable condition and repair throughout the term of the tenancy provided herein, reasonable wear and tear excepted;
5. Prior to taking occupancy of the Premises, the Tenant shall meet with a representative of the Landlord and complete the pre-delivery inspection of the Premises and execute the Certificate of Completion as required by the Tarion warranty program.
6. The Landlord covenants to provide the Tenant with quiet possession of the Premises so long as it is in compliance with the terms hereof and shall provide the Tenant forthwith with written notice upon registration of the Declaration creating the Condominium;
7. The Tenant agrees that it shall proceed to complete the transaction as called for under the Purchase Agreement within 10 days following receipt of notification from the Landlord that the Declaration creating the Condominium has been registered.
8. The benefits and obligations of this agreement and the covenants contained herein shall enure to the benefit of and be binding upon the respective parties, their heirs, personal representatives and permitted assigns.

Sep. 16. 2011 1:50PM

No. 3932 P. 4

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

SIGNED, SEAL and DELIVERED,
In the presence of,

HUSH HOMES INC

Per: _____

Name: Naheel Suliman

Title: President

I have the authority to bind the Corporation,

2096553 Ontario Inc

Per: _____

Name: Naheel Suliman

Title: President

I have authority to bind the Corporation

Witness

Witness

Michael Burt

Sherry Burt