

AVIA - TOWER ONE
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and

AKHILESH KUMAR BEJJANKI (the "Purchaser")

Suite **2405** Tower **Avia 1** Unit **5** Level **24** (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: FROM THE AGREEMENT OF PURCHASE AND SALE

- (a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of Twenty Thousand Dollars (\$20,000) (inclusive of HST as set out in paragraph 6(f)) on the Statement of Adjustments for Closing as a reduction in the purchase price and a credit note will be provided.
- (b) This Decorating Allowance is personal to the Purchaser, is not transferable or assignable and shall automatically terminate without notice or any further process if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment).
- (c) Without limiting anything contained herein: (i) the provisions of the Decorating Allowance shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Decorating Allowance is conditional upon the Purchaser closing the transaction contemplated by this Agreement.

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

- (a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of Twenty Five Thousand Dollars (\$25,000) (inclusive of HST as set out in paragraph 6(f)) on the Statement of Adjustments for Closing as a reduction in the purchase price and a credit note will be provided.
- (b) This Decorating Allowance is personal to the Purchaser, is not transferable or assignable and shall automatically terminate without notice or any further process if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment).
- (c) Without limiting anything contained herein: (i) the provisions of the Decorating Allowance shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Decorating Allowance is conditional upon the Purchaser closing the transaction contemplated by this Agreement.

Dated at **Mississauga, Ontario** this 6 day of December 2019.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness Sebastian Straker
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Akhilesh Kumar Bejjanki
Purchaser - AKHILESH KUMAR BEJJANKI

Accepted at **Mississauga, Ontario** this 15 day of January 2019.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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