

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS AMENDING AGREEMENT made this _____ day of July, 2018.

BETWEEN:

SOUTH BOWMANVILLE LTD.
(the "Vendor")

-and-

of the First Part

CRAIG ALAN KRAUTER

-and-

of the Second Part

MATHEW G.G. HARNETT
(together with Craig Alan Krauter, the "Original Purchaser")

of the Third Part

WHEREAS the Original Purchaser and the Vendor entered into an agreement of purchase and sale dated June 7, 2016, whereby the Vendor agreed to sell and the Purchaser agreed to purchase Lot 17 on Draft Plan No. S-C-2014-0001, being part of Phase 1 of the Vendor's The Crosswinds development in Bowmanville, Ontario (as may be amended from time to time, the "Purchase Agreement").

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00) paid by each of the parties hereto, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

1. The Purchase Agreement is hereby amended by deleting the following individual as a purchaser in the Purchase Agreement:

CRAIG ALAN KRAUTER

2. Craig Alan Krauter acknowledges and confirms that notwithstanding the terms hereof, or the Vendors consent hereto, Craig Alan Krauter shall be and remain jointly liable with Mathew G.G. Harnett under the Purchase Agreement until the transaction contemplated therein has been successfully completed and the Vendor has received the purchase price set out in the Purchase Agreement in full.
3. The Original Purchaser agrees to deliver before or at the time of signing this Amending Agreement the following:
 - (a) A bank draft or certified cheque in the amount of \$791.00, which amount includes HST, made payable to Bymark Law Professional Corporation, in Trust, representing the Vendor's administrative fees with respect to this Amending Agreement and Bymark Law Professional Corporation's legal fees in preparing this Amending Agreement. The Vendor acknowledge receipt of the said amount.
 - (b) A bank draft or certified cheque in the amount of \$20,000.00, as an Additional Deposit. The Vendor acknowledge receipt of the said amount, and which amount is reflected in the Statement of Adjustments.
4. All other terms of the Purchase Agreement shall remain the same and time shall continue to be of the essence.
5. This Amending Agreement may be executed and transmitted by facsimile and/or email and shall in such event be effective and binding on the undersigned and their successors and assigns as if originally executed and delivered.
6. This Amending Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall be constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement of Purchase and Sale as of the date first written above.

SOUTH BOWMANVILLE LTD.

Per:

Name: Mario Di Giovanni


Title: President

I have authority to bind the corporation.


Witness


MATHEW HARNETT


Witness


CRAIG ALAN KRAUTER