

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

SILHOUETTE AURORA INC. (the “Vendor”)

- and -

_____ (the “Purchaser”)

RE: Unit _____ Level _____ Suite _____ (the “Residential Unit”)

Date of Agreement of Purchase and Sale: _____

WHEREAS the Purchaser and the Vendor have entered into an agreement of purchase and sale (the “Purchase Agreement”) with respect to the Residential Unit, together with an undivided interest in the common elements appurtenant to such Residential Unit, all in accordance with condominium plan documents proposed to be registered against the lands and premises situate in the Town of Aurora and more particularly defined in the Purchase Agreement.

AND WHEREAS the Vendor and the Purchaser now wish to amend the Purchase Agreement and have entered into this amending agreement (the “Amending Agreement”) to evidence and confirm such agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which hereby acknowledged), the parties hereby agree that the Purchase Agreement is hereby amended as follows:

Delete:

1.01 **Agreement to Purchase**
The undersigned _____ (hereinafter called the “Purchaser”), hereby agrees with **SILHOUETTE AURORA INC.** (hereinafter called the “Vendor”) to purchase the above noted Unit, as shown for identification purposes on the plan attached hereto as Schedule “B”, to be designated by the Vendor in the manner provided herein; and together with an undivided interest in the Common Elements and an exclusive use of those parts of the Common Elements appurtenant thereto as set out in the Declaration and ONE (1) parking type units (all of the foregoing hereinafter collectively referred to as the “Unit”), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town of Aurora being: FIRSTLY: PART LOTS 1 & 2, WEST SIDE YONGE STREET, PLAN 9, AURORA, LOT 51, PLAN 246, AURORA, PARTS 1 & 2 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 65R38151 AS IN B1948B; SECONDLY: LOT 52, PLAN 246, AURORA, PARTS 3 & 4 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 65R38151 AS IN R160971; TOWN OF AURORA (being PIN 03653-0262 (LT)); and its appurtenant interest, on terms and conditions as hereinafter set out.

Insert:

1.01 **Agreement to Purchase**
The undersigned _____ (hereinafter called the “Purchaser”), hereby agrees with **SILHOUETTE AURORA INC.** (hereinafter called the “Vendor”) to purchase the above noted Unit, as shown for identification purposes on the plan attached hereto as Schedule “B”, to be designated by the Vendor in the manner provided herein; and together with an undivided interest in the Common Elements and an exclusive use of those parts of the Common Elements appurtenant thereto as set out in the Declaration and one (1) parking type units (all of the foregoing hereinafter collectively referred to as the “Unit”), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town of Aurora being: FIRSTLY: PART LOTS 1 & 2, WEST SIDE YONGE STREET, PLAN 9, AURORA, LOT 51, PLAN 246, AURORA, PARTS 1 & 2 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 65R38151 AS IN B1948B; SECONDLY: LOT 52, PLAN 246, AURORA, PARTS 3 & 4 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 65R38151 AS IN R160971; TOWN OF AURORA (being PIN 03653-0262 (LT)); and its appurtenant interest, on terms and conditions as hereinafter set out.

Schedule PE (Purchaser Extras)

This Amending Agreement is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process, if the Purchase Agreement (or any interest therein) or title to the Residential Unit is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment) or by any mortgagee, trustee or other person or entity claiming any rights to the Residential Unit through the Purchaser, either directly or indirectly. Furthermore, the provisions of this Amending Agreement shall automatically terminate without notice or any further process if the Purchaser does not close the transaction contemplated by the Purchase Agreement or otherwise commits a default pursuant to the Purchase Agreement.

All other terms and provisions of the Purchase Agreement, including all Schedules annexed thereto, shall remain the same and be in full force and effect and time shall continue to be of the essence of the Purchase Agreement and of this Amending Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement unless the context shall require otherwise.

This Amending Agreement shall be governed by the laws of the Province of Ontario.

An emailed or telefaxed copy, or a photocopy of this executed Amendment, may be relied upon to the same extent as if it were an original executed version.

DATED this _____ day of _____, 20____.

WITNESS:

Name: _____

Name: _____

SILHOUETTE AURORA INC.

Per: _____
Name: _____
Title: _____

I have authority to bind the Corporation.