

Suite 3202 eve.

Douglas M. Davidson

Barrister & Solicitor
Notary Public

200-1552 Dundas Street West
Mississauga, Ontario
L5C 1E4
Tel: (905) 279-3330
Fax: (905) 279-2735

June 23, 2009

Miller Thomson LLP
Barristers & Solicitors
40 King Street West
Suite #5800
Toronto, Ontario
M5H 3S1

Attention: Leonard Gangbar

Dear Sir :

Re: Rasul purchase from Amacon Development (Huronario) Corp.
Suite #3202, Unit #2, Level #28, Mississauga
Closing Date: September 3, 2009
Mv File No. 09-28902

I am the Solicitor for the Purchasers herewith.

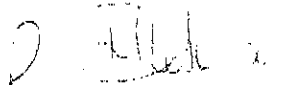
I have reviewed the Agreement of Purchase and Sale with my clients, who are prepared to proceed with this transaction provided the following changes are made to the offer:

1. DELETE the following clauses :

6 (d)(ii), 6(f), 6(g), 6(h), 6(i), 6(j) and 20(b)

Kindly advise me by return fax as soon as possible if these changes are acceptable to your client, as our clients are leaving the country on June 26, 2009.

Yours very truly,


Douglas M. Davidson
DMD:dg

deductions for any extras ordered by the Purchaser from the Vendor and then unpaid and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages thereby. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title to the Property. Notwithstanding anything contained in this Agreement or in the Act or any other applicable legislation, where any encumbrance is registered on title and a discharge, or release thereof is tendered for registration, the same shall be deemed to have been discharged for all purposes on acceptance for registration, notwithstanding that the relevant registers have not yet been signed to reflect such registration. The Purchaser acknowledges that the Vendor may respond to requisitions by a standard title memo or title insurance binder (if the Vendor elects to provide title insurance) and the same shall be deemed to be a satisfactory manner of response.

5. TENDER

- (a) Any tender of documents or monies hereunder may be made on the Vendor or the Purchaser, or upon their respective solicitors, and money shall be tendered by negotiable cheque certified by a Canadian chartered bank, a Canadian trust company or by electronic transfer of funds;
- (b) Any tender that can be made on the Closing Date shall be by attendance or delivery at the Vendor's Solicitor's office between the hours of 10:30 a.m. and 12:30 p.m. or between the hours of 2:00 p.m. and 4:30 p.m.
- (c) Since the Teraview Electronic Registration System (the "TERS") is operative in respect of the Lands, the Purchaser shall be obliged to retain a solicitor who is both an authorized TERS user and in good standing with the Law Society of Upper Canada, and shall authorize such solicitor to enter into the Vendor's Solicitors' standard form of escrow closing agreement (the "DRA"), establishing the procedures and timing for completing this transaction, to be delivered by the Vendor's Solicitors to the Purchaser's solicitor no later than 5 days prior to the Closing Date. The delivery and exchange of documents and monies shall not occur contemporaneously with the registration of the transfer/deed but shall be governed by the DRA. The Purchaser shall not be entitled to receive a transfer/deed to the Property until all of the Purchaser's requisite closing documents are delivered to the Vendor's Solicitors and the balance of funds due on Closing are either remitted by certified cheque or by electronic funds transfer. An effective tender shall be deemed to have been validly made upon the Purchaser without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor when the Vendor's Solicitors have:
 - (i) delivered all of the Vendor's closing documents in accordance with the DRA, it being acknowledged by the Purchaser that keys to the Property shall be released directly from the sales office or the construction site office and the Vendor shall not otherwise be required to produce or deliver the same;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and,
 - (iii) completed all steps required by TERS in order to complete the transaction that can be performed by the Vendor's Solicitors without the co-operation or participation of the Purchaser's solicitor and the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's Solicitors.

6. ADJUSTMENTS

- (a) All utility costs including electricity, gas and water (unless included as part of the common expenses), realty taxes (including any local improvement rates), interest on the unpaid balance of the Purchase Price and common expense contributions, attributable to the Property, shall be apportioned and allowed to the Closing Date, with that day itself to be apportioned to the Purchaser.
- (b) The Purchaser shall provide the Vendor on Closing with twelve (12) monthly post-dated cheques payable to the Condominium Corporation for common expense contributions for the one year period following the Closing Date.
- (c) Realty taxes shall be adjusted as if the Condominium had been fully completed and separately assessed (including any supplementary assessment with respect thereto), notwithstanding that same may not have been levied, assessed and/or paid by the Closing Date, and such realty tax adjustment shall be subject to re-adjustment as and when the actual final assessment for the Property is available.
- (d) The Purchaser shall pay to the Vendor on the Closing Date, together with all GST and/or Retail Sales Tax payable in connection therewith:
 - (i) the amount of the enrolment fee for the Property payable pursuant to the Plan Act; and,
 - (ii) the cost of water meter installation, water and sewer service connection charges, sewer impost charges, hydro, sewer and gas installation and connection charges (inclusive of energization charges and any deposit required by any utility provider) and the cost of supply and installation of each check or consumption meter (or on block area basis, if applicable), the Purchaser's portion of such charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the Condominium and by charging the Purchaser in the Statement of Adjustments with that portion of the charges and costs. A letter from the Vendor's consultant certifying the said charges and costs shall be final and binding on the Purchaser.
- (e) An administration fee of \$150.00 plus GST if applicable shall be charged to the Purchaser for any cheque delivered to the Vendor and returned by the Vendor's bank.
- (f) The Purchaser shall pay to the Vendor on the Closing Date, the sum of Thirty (\$30.00) Dollars plus GST if applicable for each payment tendered under this Agreement including any payment by cash, cheque or otherwise for deposits, upgrades or any other monies paid on account of the Purchase Price up to, but not including, the Closing Date, representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfillment of the requirements of the Act.
- (g) If the Purchaser wishes to vary the manner in which the Purchaser has previously requested or indicated by execution of this Agreement to take title to the Property, or wishes to add or change any units being acquired from the Vendor, then the Purchaser hereby covenants and agrees to pay to the Vendor's Solicitors the legal fees and/or disbursements incurred by the Vendor in order to implement any of the foregoing changes but without there being any obligation on the part of the Vendor to approve of, or to implement, any of the changes so requested.

- (h) The Purchase Price includes all development charges, municipal charges, education development charges and levies (collectively, the "Development Charges") in effect as of September 30, 2005. If such Development Charges increase on or after September 30, 2005 whether by an increase in the existing Development Charges or in the imposition of new Development Charges, any such increase shall be paid by the Purchaser to the Vendor on the Closing Date together with all GST payable in connection therewith.
- (i) The Purchaser shall reimburse the Vendor on Closing Date for the insurance levy (currently in the amount of \$53.50) payable by the Vendor or the Vendor's Solicitors to the Lawyers Professional Indemnity Company.
- (j) The Purchaser shall reimburse the Vendor on the Closing Date the sum of Two Hundred Dollars (\$200.00) plus GST per partial discharge. Any legal fees and disbursements charged to the Purchaser's solicitors for not utilizing the Teraview Electronic Registration System shall be paid by the Purchaser on the Closing Date.

Purchasers are advised that hydro will be provided on a bulk basis for the Corporation with each unit being individually check / submetered for hydro consumption within the unit and unit owners may be billed by the utility directly in accordance with the check / submeter reading. Purchasers are advised that they may be required to lodge a security deposit directly with the applicable hydro provider or its agent or with a utility monitor in the event that a utility monitoring agreement is implemented, which may include a form for a pre-authorized payment plan accompanied by an unsigned cheque marked "void" from the bank account to be used for making such payments by the unit owner.

7. **FINANCIAL INFORMATION**

The Purchaser hereby covenants and agrees to provide, no later than three (3) days prior to the Rescission Period Expiry, a copy of a binding mortgage commitment signed by a lending institution acceptable to the Vendor confirming that said lending institution will be advancing funds to the Purchaser on the Closing Date and such other credit information required by the Vendor to establish that the Purchaser has sufficient equity to fund the difference between the amount of the mortgage commitment and the balance of the Purchase Price (collectively, the "Credit Information") so as to establish the ability of the Purchaser to perform his or her obligations hereunder. The Purchaser is hereby notified that a consumer's report containing credit and personal information may be obtained and referred to at any time in connection with this transaction and the Purchaser hereby consents to such report being obtained by the Vendor and/or any Mortgagee. If the Purchaser has not provided the Credit Information within the aforesaid time period, or if the Vendor in its sole discretion is not satisfied therewith, the Vendor shall have the unilateral right and option to terminate this Agreement at any time thereafter and the deposits paid by the Purchaser shall be forfeited to the Vendor as a contract termination fee. This condition is included for the sole benefit of the Vendor and may be waived by it, at its sole option, by notice in writing to the Purchaser, at any time. The Vendor may, at its sole discretion, elect to accept in the place of such Credit Information, other evidence satisfactory to the Vendor that the Purchaser will have available sufficient funds to pay the balance due on the Closing Date.

8. **MISCELLANEOUS CONDITIONS**

- (a) This Agreement and the transaction arising therefrom is conditional upon the Vendor being satisfied in its sole discretion with the Credit Information; and
- (b) If the Vendor does not notify the Purchaser in writing that the condition in subparagraph 8.(a) above has been satisfied or waived by the Vendor, then such condition shall be conclusively deemed to have been waived, and this Agreement shall be completed in accordance with its terms. If the Vendor notifies the Purchaser that the condition contained in subparagraph 8.(a) above has not been satisfied or waived, this Agreement shall be at an end and all deposit monies heretofore paid by the Purchaser to the Vendor shall be returned with interest at the rate prescribed under the Act and the parties shall have no further obligations or liabilities to each other whatsoever.

9. **PURCHASER'S SALE OR ASSIGNMENT**

The Purchaser covenants not to list for sale or lease, enter into any offer to sell or lease, advertise for sale or lease, sell or lease nor in any way assign his or her interest under this Agreement or in the Property, nor directly or indirectly permit any third party to list or advertise the Property for sale or lease at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld.

The Purchaser acknowledges and agrees that the Vendor may (but is not obligated to) provide its consent to the Purchaser's request to so assign his or her interest under this Agreement (including his/her right to personally occupy the Residential Unit) subject to such conditions as the Vendor in its discretion may reasonably determine, including the payment by the Purchaser to the Vendor of an assignment fee of Two Thousand, Five Hundred Dollars (\$2,500.00) which sum shall be paid to the Vendor at the time of the Purchaser's request for such assignment. In the event that the Vendor, having investigated the proposed assignment transaction does not consent to such assignment, the assignment fee less Three Hundred Dollars (\$300.00) for review of the proposed assignment transaction shall be returned by the Vendor to the Purchaser without interest and in any event within thirty (30) days of receipt of the Purchaser's request for the Vendor's permission to such assignment. In the event that the Vendor provides its consent to the Purchaser's request to so assign his/her interest under this Agreement then in that event the Vendor's Solicitors shall prepare the requisite assignment agreement to be executed by the parties and the assignor shall pay the Vendor's Solicitors' fees for the preparation of the assignment agreement at the time of execution of the assignment agreement by certified cheque made payable to the Vendor's Solicitors prior to completion of the assignment. If for any reason the assignor fails to pay the Vendor's Solicitors' fee then in that event the assignee shall pay same, with such payment by the Purchaser (assignee) to be reflected by an appropriate credit to the Vendor or the Vendor's Solicitors in the Statement of Adjustments on the Closing Date. The Purchaser further acknowledges and agrees that prior to the Purchaser entering into the proposed assignment transaction with the Vendor's consent, the aggregate total deposits set out in Paragraph 2 of the face page of this Agreement shall be paid in full to the Vendor.

The Purchaser acknowledges and agrees that once a breach of the preceding covenants occurs such breach is or shall be incapable of rectification and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor whereupon the provisions of Paragraph 23 of Schedule "A" to this Agreement shall apply.

Notwithstanding the foregoing, provided the Purchaser provides written notice to the Vendor and the Vendor's Solicitors at least thirty (30) days prior to the Closing Date, the Purchaser shall be entitled to direct that title to the Property be taken in the name of his or her spouse or a member of his or her immediate family only and shall not be permitted to direct title to any other third parties.

10. **CONSTRUCTION MATTERS AND WARRANTIES**

- (a) The Vendor hereby notifies the Purchaser that a "Homeowner Information Package" (the "HIP") is available from the Taron Warranty Program. The Vendor shall deliver a copy of the HIP to the Purchaser as soon as possible

copy of the fully executed Agreement and/or for the purposes of receiving notices required or desired to be delivered by the Vendor pursuant to this Agreement.

15. GST

(a) The Purchaser acknowledges and agrees that:

- (i) The Purchase Price is inclusive of GST, and the Vendor shall remit the GST to the relevant Governmental Authorities as and when required under the ETA;
- (ii) A new housing rebate is available to the Purchaser under the ETA (the "Rebate") if:
 - (A) the Purchase Price after deducting the GST included therein does not exceed \$450,000.00;
 - (B) the Purchaser is a natural person acquiring the Property with the intention of being the sole beneficial owner thereof on Closing;
 - (C) the Purchaser covenants that on and after the Closing Date, and for such period of time thereafter as the ETA requires, the Property will be occupied by the Purchaser personally or by a relation of the Purchaser, as defined in the ETA, in order to entitle the Purchaser to the Rebate;

(b) The Purchase Price has been established on the basis that the Rebate will be assigned on Closing by the Purchaser to the Vendor in addition to the Purchase Price. The Purchaser, forthwith upon the request of the Vendor and in any event prior to Closing, shall furnish evidence satisfactory to the Vendor confirming that the Purchaser is entitled to the Rebate and shall execute all requisite documents including without limitation, Form GST 190E (01) and do such acts as may be required in order for the Vendor to receive the entire Rebate.

(c) The Purchaser hereby assigns and transfers to the Vendor all of the Purchaser's right, title and interest in and to the Rebate and authorizes and directs the relevant Governmental Authorities to pay or credit the Rebate directly to the Vendor;

(d) The Purchaser hereby indemnifies and saves harmless the Vendor from and against any loss, cost, damage and/or liability which the Vendor may suffer, incur or be charged with as a result of the Vendor not receiving the Rebate;

(e) If the Purchaser does not qualify for the Rebate, or fails to deliver the requisite documentation in connection therewith then, notwithstanding anything in this Agreement contained to the contrary, the Purchaser shall pay to the Vendor, or as it may direct, by certified cheque on Closing an amount equivalent to the Rebate which the Vendor would otherwise have received;

(f) If the Purchaser so elects on or before Closing, the Purchaser may pay to the Vendor, or as it may direct, by certified cheque on Closing the amount of the Rebate, in which event the Rebate shall thereafter belong to the Purchaser who shall be entitled to retain the same.

16. RETAIL SALES TAX

The Purchaser agrees to pay retail sales tax on the chattels included in the Purchase Price, based on the Vendor's determination of the portion of the Purchase Price allocable thereto. The Purchaser agrees to deliver to the Vendor's solicitor, a copy of the Affidavit of Residence and Value of the Consideration on or prior to the Closing Date, indicating that retail sales tax will be paid on the value of the chattels, as aforesaid.

17. SALES OFFICE

The Purchaser covenants that it shall not interfere with the completion of other units and common elements by the Vendor as well as those units to be contained within the Adjacent Condominiums. Until the Condominium is completed and all units in the Condominium and the Adjacent Condominiums have been sold and title transferred, the Purchaser agrees that the Vendor may make such use of the Condominium as may facilitate such completion, sale and conveyance including but not limited to the maintenance of any sales/rental or administration offices, model units, parking spaces, locker units and the advertising or showing of units and the display of signs.

18. RESIDENCY

The Vendor hereby represents that it is not now, and will not on Closing be, a non-resident of Canada as defined by Section 116 of the *Income Tax Act* (Canada).

19. NO OTHER REPRESENTATIONS

This Agreement, when accepted, shall constitute a binding agreement of purchase and sale. It is agreed and understood that there is no representation, warranty, collateral term or condition affecting this Agreement or the Property, or for which the Vendor will be held responsible or liable in any way, whether contained, portrayed, illustrated or represented by or contained in, any plan, drawing, brochure, display, model or any other sales/marketing materials, or alleged against its agent or any sales representative, other than as expressed herein in writing.

20.

REGISTRATION COSTS

(a) The Vendor and the Purchaser each agree to pay the cost of registration of their own documents and any tax, including, without limitation, HST, in connection therewith. Notwithstanding the generality of the foregoing, the Purchaser agrees to pay the land transfer tax in connection with the registration of the transfer and undertakes to register the transfer on the Closing Date;

(b) If a business transfer tax or value added tax or sales tax or similar method of taxation is imposed by the Government of Canada or Ontario prior to the Closing Date, or prior to the final payment of the unpaid balance of the Purchase Price herein, and such tax or taxes are applied to the sale of the Property or against any component, building material or service relating to the construction of the Property or the Condominium, then, notwithstanding anything else contained herein, the Purchaser acknowledges and agrees that the Purchase Price as set out in this Agreement has been computed without taking into account any such tax and that the said Purchase Price shall be increased by the amount of tax eligible in respect of the Property or otherwise with the

Continued on Next page →

construction of the Property or the Condominium, with the amount of such increase being paid at the Closing Date or as soon thereafter as the amount of the said tax can be calculated and the Purchaser hereby charges the Property in favour of the Vendor, with such amount owing to be secured by a Vendor's lien, charge or caution on and against the Property. If any tax whether categorized as a business transfer tax, a modified retail sales tax, value added tax or any other type of tax whatsoever including without limitation G.S.T. is levied or charged in connection with the termination of this Agreement by reason of the Purchaser's default, the Purchaser shall be solely responsible for paying such taxes and/or reimbursing the Vendor therefor thereafter together with any penalties or interest imposed thereon, whether or not the legislation imposing same may place responsibility for payment thereof onto the Vendor.

21. RISK

The Property and equipment therein shall be and remain at the risk of the Vendor until the Closing Date. If any part of the Property is damaged before the Creating Documents are registered, the Vendor may either repair the damage and finish the Property and complete this transaction, or may terminate this Agreement and cause all deposit monies theretofore paid to the Vendor to be returned to the Purchaser with interest at the rate prescribed by the Act (excluding any monies paid or payable for extras ordered by the Purchaser, whether or not installed). The Purchaser acknowledges and agrees that all insurance policies and the procurement thereof are to be for the benefit of the Vendor alone. The Purchaser shall be responsible from the Closing Date to arrange his/her own insurance coverage in respect of personal possessions and any improvements or betterment made by or on behalf of the Purchaser.

22. RIGHT OF RE-ENTRY

Notwithstanding the closing of this transaction, the Vendor or any of its authorized representatives shall be entitled at all reasonable times to enter the Condominium (including the Property) in order to make inspections, and to do any work or repairs therein or thereon which may be deemed necessary by the Vendor, in its sole discretion, in connection with the completion, servicing or rectification of any installations in the Property or any other part of the Condominium, any part of the common elements of which the owner has the exclusive use and/or the common elements of the Condominium. This right is in addition to any other rights and easements created under the Act and/or by any documents registered or to be registered on title to the Condominium.

23. DEFAULT

- (a) Upon default of the Purchaser of any of the covenants, representations, stipulations, warranties, acknowledgements, agreements and obligations to be performed under this Agreement which continues for seven (7) days, then, in addition to any other rights or remedies which the Vendor may have, the Vendor, may deem the Purchaser in fundamental breach of this Agreement and in such event all deposit monies paid hereunder (including all monies paid to the Vendor by the Purchaser) shall become the absolute property of the Vendor, and may also terminate this Agreement and claim for damages in excess of the deposit monies. The Vendor is not obliged to give notice to the Purchaser that the Vendor has deemed the Purchaser to be in fundamental breach, nor is the Vendor obliged to act on the Purchaser's breach promptly or to make an election to terminate at any time prior to the delivery to the Purchaser of notice that the fundamental breach is to be treated as grounds for termination. The taking of a fresh step by the Vendor shall not be a waiver of the Vendor's rights herein unless the Vendor waives any existing breach in writing. The Vendor may, in its sole discretion, offer the Purchaser an opportunity to cure his/her breach, but the making of such an offer, or the failure for any reason by the Vendor to communicate the offer to the Purchaser shall be deemed not to be a waiver of the Vendor's right to terminate the Agreement for the breach. Notwithstanding the foregoing, the Vendor shall not be obliged to wait 7 days before terminating the Agreement if the Purchaser has failed to pay the funds or provide the documents due on the Closing Date or has by letter, act or deed communicated to the Vendor or its solicitor that he/she does not have the funds necessary to complete his/her obligations and/or does not wish to complete his/her obligations, even if such a communication purports to be "hypothetical" or "without prejudice".
- (b) If the Vendor is required to pay any lien, execution or encumbrance to obtain a mortgage advance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. It is understood and agreed that the rights contained in this paragraph on the part of the Vendor are in addition to any other rights which the Vendor may have at law, in equity or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, at law or in equity, without exercising at such time, the remainder of such right or rights and without prejudice to the right of the Vendor to exercise any other rights at law, in equity or in this Agreement. The Purchaser shall be liable to the Vendor for all of the Vendor's costs, losses and expenses arising from any default of the Purchaser either before or after termination or completion, and whether there is termination or completion of this Agreement. If the Agreement is completed, the Vendor is entitled to collect such costs, losses and expenses on the Closing Date either by an adjustment to the Purchase Price or by registering a Vendor's Lien in priority to any and all mortgages. The Purchaser shall not be entitled to dispute the said costs, losses and expenses on the Closing Date but shall be limited to an action for an accounting after the Closing Date.
- (c) In the event the Vendor's Solicitors or an escrow agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said Vendor's Solicitors or escrow agent from any obligation to hold the deposit monies in trust and shall not make any claim whatsoever against the said Vendor's Solicitors or escrow agent and the Purchaser hereby irrevocably directs and authorizes the said Vendor's Solicitors or escrow agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.
- (d) Notwithstanding the preceding paragraphs, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor (or its solicitors) pursuant to this Agreement are not made and are not paid on the date due but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid in full, bear interest at the rate equal to five percent (5%) per annum above the bank rate as defined in Subsection 19(2) of Ontario Regulation 48/01 to the Act as at the date of default.

24. TERMINATION WITHOUT DEFAULT

If this Agreement is terminated through no fault of the Purchaser, any and all deposit monies paid shall be returned to the Purchaser with interest, from the termination date, at the rate prescribed under the Act. The foregoing shall not oblige the Vendor to return any monies paid for extras or upgrades ordered by the Purchaser with respect to the Property (whether installed or not). In no event shall the Vendor (or its successors or assigns) be liable for any costs or damages whatsoever, including, without limitation, any loss of bargain, relocation costs, loss of use of deposit monies or for any fees, professional or otherwise, expended in relation to this transaction. The Purchaser acknowledges and agrees that the foregoing may be pleaded by the Vendor as an estoppel to any action brought by the Purchaser (or his/her successors or assigns).