

ELLE
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

BETWEEN: **AMACON DEVELOPMENT (HURONTARIO) CORP.** (the "Vendor") and
Wah Lee and Suet Mui Koo (the "Purchaser")
Suite No. 1205, Residential Unit 4, Level 11 (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

Page 1, Paragraph 2

- (c) The sum of EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$8,870.00), by post-dated cheque with this Agreement payable ninety (90) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.
- (d) The sum of EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY DOLLARS (\$8,870.00), by post-dated cheque with this Agreement payable one hundred and twenty (120) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.
- (e) The sum of SEVENTEEN THOUSAND SEVEN HUNDRED AND FORTY DOLLARS (\$17,740.00), by certified cheque payable to the Vendor's Solicitors, in trust, on the Confirmed Possession Date; and

INSERT

Page 1, Paragraph 2

- (e) The sum of TWENTY SIX THOUSAND SIX HUNDRED AND TEN DOLLARS (\$26,610.00), by certified cheque payable to the Vendor's Solicitors, in trust, on the Confirmed Possession Date; and

Special elle Preview Bonus

Provided the Purchaser is not in default, notwithstanding the purchase price indicated in Paragraph 2 on Page 1 of the Agreement of Purchase & Sale, the Vendor agrees to credit the Purchaser Two Thousand and Five Hundred Dollars (\$2,500.00), on the statement of adjustment on Closing Date.

Special Group

Provided the Purchaser is not in default, notwithstanding the purchase price indicated on Page 1 Paragraph 2 of this Agreement of Purchase & Sale, Purchaser will receive 4% off the Purchase Price. Vendor agrees to credit the Purchaser the 4% off Purchase Price in the amount of Seven Thousand and Ninety Six Dollars (\$7,096.00), on the statement of adjustment on Closing Date.

Pursuing to Paragraph 10 in Schedule "A" and Paragraph 9 & 14 in Schedule "B" of this Agreement, Vendor hereby consents to any sale or assignment and leasing by the Purchaser of his interest under this Agreement or in the Unit, at any time prior to the Closing Date and no administrative fee for processing the foregoing shall be payable by the Purchaser. The assignment consent is to the benefit of the original Purchaser named herein and is not assignable to any assignee of the original Purchaser. Notwithstanding the foregoing, Purchaser covenants not to, directly or indirectly, list or advertise the property for sale on the Toronto Real Estate Board Multiple Listing System (TREB MLS) nor any similar marketing system. All other terms and conditions of the Agreement shall remain as stated therein.

Notwithstanding any provisions contained in this Agreement to the contrary, the total amount of levies specified on Page 4, Paragraph 7 (h) in Schedule "A" of this Agreement will not exceed Three Thousand (\$3,000) Dollars.

Notwithstanding any provisions contained in this Agreement to the contrary, the deposits payable by the Purchaser under Paragraph 2 of this Agreement shall total 10% of the Purchase Price and shall be payable as follows:

- 1) the sum of One Thousand (\$1,000.00) Dollars submitted with this Agreement;
- 2) the balance up to 5% within thirty (30) days following the date of execution of this Agreement by the Purchaser;
- 3) 5% payable within 10 days after written notice is given by the Vendor to the Purchaser confirming the start of construction of the floor of the building where the unit is located.

DATED at Mississauga, this 25th day of July, 2007.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
)
)
)
)
)

Purchaser

Purchaser

AMACON DEVELOPMENT (HURONTARIO) CORP.

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