

ELLE  
AMENDMENT TO THE  
AGREEMENT OF PURCHASE AND SALE

BETWEEN: **AMACON DEVELOPMENT (HURONTARIO) CORP.** (the "Vendor") and  
Jagmohan Kalsi and Amarjot Kalsi (the "Purchaser")  
Suite No. 2512, Residential Unit 11, Level 21 (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:**

Amendment to Agreement of Purchase and Sale dated November 11, 2007

Purchasers: (1) Jagmohan Kalsi  
SIN# 495-969-941 D.O.B.: August 21, 1969  
D.L.# K 0318-38386-90821  
(2) Amarjot Kalsi  
SIN# 517-701-892 D.O.B.: January 13, 1973  
Address: 13 Borneo Cres. Brampton, On., L6R 3C6  
Tel: 905-654-4378

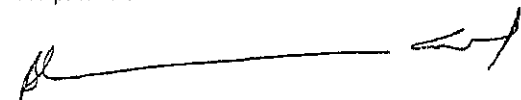
**INSERT:**

Notwithstanding Paragraph 10 of Schedule "A" and Paragraph 9 and 14 of Schedule "B" of this Agreement, the Purchaser acknowledges and agrees that the Vendor shall provide its consent to the Purchaser's request to lease the Residential Unit after The Confirmed Occupancy Date and prior to the Unit Transfer Date, provided:

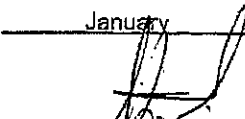

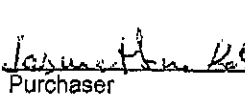
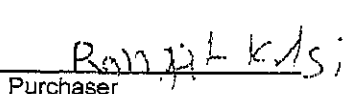
- (a) that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price. In the event the Purchaser is in default under this Agreement of Purchase and Sale, in addition to any other rights or remedies which the Vendor may have, such deposit monies paid shall become the absolute property of the Vendor.
- (b) that the Purchaser covenants and agrees to indemnify and hold harmless the Vendor and its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the tenancy, any damage occasioned by the tenant to the Residential Unit or the balance of the Property by the tenant (inclusive of any activities of the tenant which may delay registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur as a result of the inability to terminate the tenancy following default by the Purchaser under this Agreement and termination of this Agreement.
- (c) that the Vendor shall have the right to pre-approve the form of the proposed lease which lease shall be for no less than full rental market value as at the time of submission of the draft lease. ~~Additionally, the Purchaser shall prior to directly or indirectly listing or advertising the Residential Unit for lease, concurrent with the delivery of the Authorization to Lease (provided by the Vendor and executed by the Purchaser) and the draft lease to the Vendor, submit a certified cheque in the amount of Three Hundred and Fifty Dollars (\$350.00) plus applicable Goods and Services Tax thereon to reimburse the Vendor for its own internal cost and/or cost of external counsel in reviewing the draft lease, which sum shall be non-refundable.~~

Purchasers: (1) Jaswant Singh Kalsi  
SIN# 495-969-933 D.O.B.: November 21, 1945  
D.L.# K 0318-39084-51121  
(2) Ranjit Kaur Kalsi  
SIN# 495-969-966 D.O.B.: May 4, 1946  
Address: 13 Borneo Cres. Brampton, On. L6R 3C6  
Tel: 905-654-4378

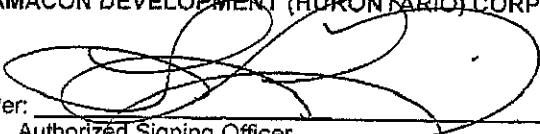
DATED at Mississauga, this 19 day of January, 2009.  
SIGNED, SEALED AND DELIVERED  
in the presence of



**BHUPINDER SINGH SOMAL**  
Barister, Solicitor & Notary  
7050-A Brimley Rd., #9  
Mississauga, ON L5S 1T1  
Tel: (905) 673-5777  
Fax: (905) 673-5755

  
Purchaser  
  
Purchaser  
  
Purchaser  
  
Purchaser

**AMACON DEVELOPMENT (HURONTARIO) CORP.**

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