

**ELLE
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE**

BETWEEN: AMACON DEVELOPMENT (HURONTARIO) CORP. (the "Vendor") and
Renu Rajput (the "Purchaser")
 Suite No. 2812, Residential Unit 11, Level 24 (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

Purchaser: Renu Rajput
 SIN#487-786-428 D.O.B.: August 6, 1960
 Address: 5406 Duchess Court, Burlington, ON L7L 6Z4
 Tel: 905-336-3827

Page 1, Paragraph 2

(e) The sum of NINE THOUSAND EIGHT HUNDRED AND NINETY FIVE Dollars (\$9895.00), by certified cheque payable to the Vendor's Solicitors, in trust, on the Confirmed Possession Date; and

Page 4, Paragraph 7 of Schedule "A"

(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.

INSERT

Purchasers: 1) Hari Goyal
 SIN# 514-821-339 D.O.B.: March 8, 1959
 Address: 2202 Russet Cres., Burlington, ON L7L 6Z2
 Tel: 905-319-0157
 2) Shashi Goyal
 SIN# 515-854-347 D.O.B.: June 23, 1958
 Address: 2202 Russet Cres., Burlington, ON L7L 6Z2
 Tel: 905-319-0157

Page 1, Paragraph 2

(e) The sum of NINETEEN THOUSAND SEVEN HUNDRED AND NINETY Dollars (\$19790.00), by certified cheque payable to the Vendor's Solicitors, in trust, on the Confirmed Possession Date; and

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 Four Thousand (\$4,000) Dollars.

All other terms and conditions of the Agreement shall remain as stated therein.

Notwithstanding the provisions of Paragraph 10 of Schedule "A" and Paragraph 9 and 14 of Schedule "B" to 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 Confirmed Possession Date (Occupancy Date) and prior to the Closing Date, provided:

- (a) that the Purchaser pay to the Vendor's Solicitors the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price. In the event the Purchaser is defaulting 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 (its 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 their, directly or indirectly list or advertise the Property 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.

DATED at Mississauga, this 11 day of October, 2007.

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

SIGNED, SEALED AND DELIVERED

in the presence of

)
)
) Renu Rana
) Purchaser
)
) H. Goyal
) Purchaser
)
) Shah
) Purchaser

AMACON DEVELOPMENT (HURONTARIO) CORP.

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