AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

(the "Amending Agreement")

BETWEEN:	QUEENSWELL LTD. (the "Vendo	or") and	
	William George Richardson	Mary Patricia Richardson	(the "Purchaser")

WHEREAS:

- The Purchaser and the Vendor have entered into a purchase agreement, dated ______, (the "Purchase Agreement") in respect of the purchase, by the Purchaser from the Vendor, of Unit 14, Level 2 , Suite 214, (together with 1 Parking Unit(s) and 0 Storage Unit(s)) (the "Unit") in a proposed standard condominium plan, Toronto, Ontario (the "Condominium"), all as more particularly described in the Purchase Agreement;
- В. The Purchaser and the Vendor wish to amend certain provisions of the Purchase Agreement; and
- C Any capitalized terms used but not defined herein shall have the meaning attributed thereto in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00) paid by each party to the other, the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereby agree with the other as follows:

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Purchase Agreement, and except for such change(s) noted below in this Section 1, all other terms and conditions of the Purchase Agreement shall remain as stated therein, and time shall continue to be of the essence.

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Notwithstanding anything in this Agreement to the contrary, the Purchaser shall have the option, but not the obligation, to pay to the Vendor on the Occupancy Date all or any portion of the Purchase Price then outstanding, provided that the Purchaser delivers prior written notice to the Vendor at least thirty (30) days prior to the Occupancy Date indicating that the Purchaser is exercising the aforementioned option and indicating the total amount that the Purchaser will be paying towards the Purchase Price on the Occupancy Date. For clarity, if the Purchaser elects to make the aforesaid payment, the Purchaser shall remain responsible for paying to the Vendor monthly, in advance, on the first day of each month, the Occupancy Fee during the period between the Occupancy Date and the Unit Transfer Date, in accordance with section 4(c) of this Agreement.

- This Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Amending Agreement.
- Each Party to this Amending Agreement may execute a facsimile copy, computer scanned copy or electronically signed copy hereof and each party to this Amending Agreement shall accept a facsimile, computer scanned or electronically signed copy hereof as an originally executed copy hereof.
- This Amending Agreement is or may be electronically signed pursuant to the Electronic Commerce Act (Ontario),

IN WITNESS whereof the parties hereto have affixed their hands and seals as of the date first-noted above.

in the presence of Witness:	Docusigned by: WILLIAM GEORGE KICHUKDS ON Purchasser 7 0 1845 G G G G 4 B B B B Ary for A tricia Kichardson Purchasser 4 4 6 G B 8 6 9 2 1744 p 18:01
	QUEENSWELL IN TO Py: Per: Os Austracized Signing Officer

I have the authority to bind the Corporation