

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
(the “Amending Agreement”)

BETWEEN: **QUEENSWELL LTD.** (the “Vendor”) and
ANDY D SAMAROO and HARPREET SHOAN (the “Purchaser”)

WHEREAS:

- A. The Purchaser and the Vendor have entered into a purchase agreement, dated September 21, 2021, (the “Purchase Agreement”) in respect of the purchase, by the Purchaser from the Vendor, of Unit 09, Level 7, Suite 709, in a proposed standard condominium plan, Toronto, Ontario, (together with 1 Parking Unit(s) and 0 Storage Unit(s)), all as more particularly described in the Purchase Agreement;
- B. 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:

- 1. 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.

DELETE

The section entitled “Purchase Price” on the first page of the Purchase Agreement.

INSERT

PURCHASE PRICE:

The Purchase Price of the Unit shall be

\$ 1,194,990.00 of lawful money of Canada payable to the Vendor as follows:

- (a) **Fifty-Nine Thousand Seven Hundred and Forty-Nine Dollars and Fifty cents (\$59,749.50)** (being 5% of Purchase Price) by cheque with this Agreement payable to the Vendor’s solicitors, Loopstra Nixon LLP in trust as a deposit to be credited on account of the Purchase Price on closing;
- (b) The balance of the Purchase Price by the Purchaser’s solicitor’s certified cheque (unless otherwise advised pursuant to the Section titled “Tender” in Schedule “E” hereto), subject to adjustments as provided in this Agreement on the Unit Transfer Date (as hereinafter defined).

The failure of any cheque to clear the bank for any reason shall be a monetary default hereunder.

- 2. 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.
- 3. 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.
- 4. This Amending Agreement is or may be electronically signed pursuant to the Electronic Commerce Act (Ontario), as amended.

[balance of page intentionally left blank; signature page immediately follows]

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

SIGNED, SEALED AND DELIVERED
in the presence of

Witness: _____

DocuSigned by:
ANDY D SAMAROO
Purchaser: ANDY D SAMAROO
DocuSigned by:
HARPREET SHOAN
Purchaser: HARPREET SHOAN

QUEENSWELL LTD. DocuSigned by:
 Per: Glen Buttigieg
 o/s Authorized Signing Officer
 I have the authority to bind the Corporation