



MODIFICATION AGREEMENT

ORIGINAL

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

**Minister of International Trade and Minister Responsible for Asia Pacific Strategy and
Multiculturalism**

(the "Province", "we", "us", or "our", as applicable)

AND

Agamy Business Services LLP
Zapur House", 865, 1st Cross, 1st Block, HAL 3rd Stage
Bangalore, 560075 India

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement, **Contract Number C12565046** dated December 27, 2011 In-Market Representation for trade promotion and investment attraction related services in India.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows: **Effective April 1, 2014.**

(1) Terms of Service Contract

ARTICLE 1 - Interpretation

REPLACE Article 1.1 a) with the following:

*"Ministry" means the Province as represented by the Minister of International Trade
and Minister Responsible for Asia Pacific Strategy and Multiculturalism"*

and

REPLACE : "Article 1.1 d)" with the following:

"Province's Personnel" or "Contract Manager" mean to the following contact(s) in the
Ministry:

Manager, International Market Development – India

Alternate: Director, India, South East Asia

International Market Development Branch

International Business Development Division

- (2) **REPLACE:** Table B-1-A: Fees for Representative Services – Contractor with the following:

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL –MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES CONTRACTOR	Fixed	<i>Monthly invoice to the Ministry in CAD</i> Invoice in the month following that month in which services were rendered Managing Director To a maximum of s17 per month	s17	
	Performance incentive	<i>Invoice to Ministry in CAD - one time payment</i> Approved by Ministry based on performance incentive provision in Schedule A, Section 5 Managing Director To a maximum payment of s17 approximate to		
	Maximum payable in year			s17

- (3) **REPLACE:** Table B-1-B: Budget Available to Reimburse for Fees to Support Representative Services (Approved Staff and Subcontractors) – Bangalore Hub with the following:

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL –MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES STAFF and SUB CONTRACTORS ACCOUNTABLE	Fixed	<p><i>Monthly invoice from the Contractor to the Ministry in the local currency</i></p> <p>Invoice in the month following that month in which services were rendered</p> <p>Senior Manager, Business Development</p> <p>To a maximum of s17 per month, approximate to</p>	s17	
		<p>Manager, Business Development</p> <p>To a maximum of s17 per month, approximate to</p>		
		<p>Manager, Business Development</p> <p>To a maximum of s17 per month, approximate to</p>		

	<p>Manager, Business Development To a maximum of s17 per month, approximate to</p> <p>Office Manager / Program Assistant To a maximum of per month, approximate to</p> <ul style="list-style-type: none"> Statement of Account and receipts to be provided as part of the Quarterly Reconciliation Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next period; or returned to the Ministry for reallocation 	s17	
Performance incentive	<p><i>Invoice from the Contractor to Ministry in the local currency - one time payment</i> Approved by Ministry based on performance incentive provision in Schedule A, Section 5</p> <p>Senior Manager, Business Development To a maximum payment of s17 approximate to</p> <p>Manager, Business Development To a maximum of s17 approximate to</p> <p>Manager, Business Development To a maximum of s17 approximate to</p> <p>Manager, Business Development To a maximum of s17 approximate to</p> <p>Office Manager / Program Assistant To a maximum of s17 approximate to</p>	s17	
Maximum payable in year		s17	

- (4) **REPLACE: Table B-1-C: Budget Available to Reimburse for Fees to Support Representative Services (Approved Staff and Subcontractors) – Mumbai Hub**
with the following Table:

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL –MAXIMUM IN YEAR in CAD
FEES – REPRESENTATIVE SERVICES STAFF and SUB CONTRACTORS ACCOUNTABLE	Fixed	<i>Monthly invoice from the Contractor to the Ministry in the local currency</i> Invoice in the month following that month in which services were rendered Director, Investment (New Dehli) To a maximum of s17 per month, approximate to	s17	
		Senior Manager, Business Development To a maximum of s17 per month, approximate to		
		Manager, Business Development To a maximum of s17 per month, approximate to		
		Manager, Business Development To a maximum of s17 per month, approximate to		
		Manager, Business Development To a maximum of s17 per month, approximate to		
		Office Manager / Program Assistant To a maximum of s17 per month, approximate to		
		<ul style="list-style-type: none"> Statement of Account and receipts to be provided as part of the Quarterly Reconciliation Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next period; or returned to the Ministry for reallocation 		

	Performance incentive	<p><i>Invoice from the Contractor to Ministry in the local currency - one time payment</i></p> <p>Approved by Ministry based on performance incentive provision in Schedule A, Section 5</p> <p>Director, Investment (New Dehli)</p> <p>To a maximum of s17 approximate to</p> <p>Senior Manager, Business Development</p> <p>To a maximum of s17 approximate to</p> <p>Manager, Business Development</p> <p>To a maximum of s17 approximate to</p> <p>Manager, Business Development</p> <p>To a maximum of s17 approximate to</p> <p>Manager, Business Development</p> <p>To a maximum of s17 approximate to</p> <p>Office Manager / Program Assistant</p> <p>To a maximum of s17 approximate to</p>		
	Maximum payable in year			s17

Note: Tables B-1 B and C include funds available to the Contractor for all fees for any associated staff (subcontractor) including, but not limited to, compensation, social benefit payments, and any other benefits or perquisites offered by the Contractor to the subcontractors. The Contractor will invoice the Ministry monthly to access these funds in order to pay staff and subcontractors necessary to deliver the representative services in this contract.



- (5) **REPLACE:** Table B-2-A: Budget Available for Office Lease / Rental Charges – Bangalore Hub with the following:

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL –MAXIMUM IN YEAR in CAD
OFFICE SPACE LEASE	Office space	<p>Direct payment by Contractor in local currency</p> <p>INR 370,000 per month, approximate to</p> <ul style="list-style-type: none"> Quarterly advance at month 1, 4, 7, 10 based on agreed to business case Statement of Account and receipts to be provided before each subsequent quarterly advance and at financial year end Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next quarter and subtracted from the following quarterly advance; or <p>returned to the Ministry for reallocation</p>	CAD \$ 7,200 per month for 12 months	\$ 86,400
	Maximum payable in year			CAD \$ 86,400

- (6) **DELETE:** Table B-2-B: Budget Available for Office Lease / Rental Charges – Mumbai Hub
- (7) **DELETE:** Table B-2-C: Budget Available for Office Fittings / Annual Maintenance Charges
- (8) **DELETE:** Table B-3: Budget Available for Information Systems / Tools Charges
- (9) **REPLACE:** Table B-4-A Budget Available for Expenses (Operations and Programming) with the following:

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	PAYABLE AMOUNT IN YEAR in CAD
OFFICE OPERATIONS – ACCOUNTABLE	Office administration expenses such as stamp tax, insurance and other local regulatory expenses to allow operations	<ul style="list-style-type: none"> Quarterly advance at month 1, 4, 7, 10 based on agreed to business case Statement of Account and receipts to be provided before each subsequent quarterly advance and at financial year end Extra funds for one budget line item could be applied to another budget line item within this table 	Determined by approved Business Plan	\$ 100,000
	Fixed Assets and Equipment (Computers, fax, printers, photocopier, etc.)			\$ 30,000
	Supplies such as stationery, postage, etc			\$ 15,000



	Operating expenses (electricity, telephone/mobile, internet charges, courier charges and other recurring charges)	<ul style="list-style-type: none"> Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next quarter and subtracted from the following quarterly advance; or returned to the Ministry for reallocation Pre-approval from the Contract Manager (Manager) is required for expenditures of greater than CAD \$1,500 Pre-approval from the Contract Manager (Director) is required for expenditures related to the services that would occur outside the Territory 	\$ 40,000
PROGRAM – ACCOUNTABLE	Seed funding for projects and programs in Contractor's Business Plan (i.e. trade shows, events, significant hospitality, projects, collateral, non-local travel) developed in conjunction with and approved by the Ministry		\$ 156,910
	Hospitality for breakfast, lunch, dinner and small meetings directly related to delivery of Services		\$ 30,000
	Travel within the Territory that is directly related to delivery of Services		\$ 73,000
	Subscriptions and publications as necessary to complete the Services		\$ 3,000
	Organizational membership related to responsibilities (excluding social, athletic or recreational club membership).		\$ 3,232
	Maximum reimbursable in year		CAD \$ 451,142

(10) **REPLACE:** Table B-5: Annual Budget Available for Fees and Expenses to Deliver Representative Services *with the following:*

Table B-5: Annual Budget Available for Fees and Expenses to Deliver Representative Services

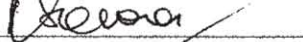
MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT YEAR	CAD \$ 1,119,242
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(11) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 15th day of APRIL, 2014 on behalf of the Province
by its duly authorized representative:

Signature

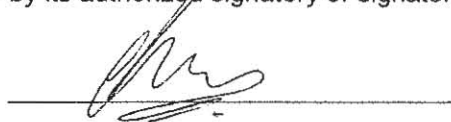


Ramona Soares, Assistant Deputy Minister

Print Name: International Business Services Division

SIGNED AND DELIVERED on the 7th day of APRIL, 2014 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

CHAITANYA PATIL