

Suite No. 1210
Residential Unit No. 9 Level 11
Floor Plan ONE

EVE

CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

1. PROPERTY

The undersigned

SAM ANGEL INC

(collectively or individually, as the case may be, the "Purchaser") agrees with Amacon Development (Hurontario) Corp. (the "Vendor") to purchase the following property (the "Property") being the proposed residential unit noted above, substantially as shown for identification purposes only on the floor plan attached hereto as Schedule "D" and finished substantially in accordance with the finishing package described in Schedule "C" hereto annexed, together with ONE (1) parking unit(s) and one locker unit, each to be in a location to be assigned by the Vendor, in its sole discretion, and which may be re-designated by the Vendor, in its sole discretion, together with an undivided interest in the common elements appurtenant thereto, including any common element areas designated as being for the exclusive use of the Property, all in accordance with condominium plan documentation proposed to be registered on a portion of those lands and premises situate in the City of Mississauga, being presently comprised of a portion of Lot 16, Concession 1, North of Dundas Street, City of Mississauga, Regional Municipality of Peel, as more particularly and currently shown on the site plan attached to the Vendor's disclosure statement (the "Lands"), on the terms and conditions hereinafter set out.

2. PURCHASE PRICE

The purchase price for the Property (the "Purchase Price") is ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED Dollars (\$156,400), inclusive of GST as set out in

Paragraph 16 of Schedule "A" to this Agreement, all in Canadian funds which shall be payable by the Purchaser as follows:

- (a) The sum of One Thousand Dollars (\$1,000.00) submitted with this Agreement, as an initial deposit.
- (b) The sum of SIX THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$6,820), by post-dated cheque with this Agreement payable thirty (30) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.
- (c) The sum of SEVEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$7,820), by post-dated cheque with this Agreement payable ninety (90) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.
- (d) The sum of SEVEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$7,820), by post-dated cheque with this Agreement payable one hundred and twenty (120) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.
- (e) The sum of FIFTEEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$15,640), by certified cheque payable to the Vendor's Solicitors, in trust, on the Confirmed Possession Date; and
- (f) The balance of the Purchase Price by certified cheque payable to the Vendor's Solicitors (or as they may direct) on the Closing Date, subject to the adjustments hereinafter set forth.

All deposit cheques shall be made payable to the Vendor's Solicitors, in trust, and shall be delivered by the Vendor to the Vendor's Solicitors forthwith after the Vendor's receipt thereof. All funds shall, subject to what is contained in this Agreement to the contrary, be held pending completion or other termination of this Agreement, and shall be credited on account of the Purchase Price together with interest thereon as provided in the Act (hereinafter defined) on the Closing Date.

3. CLOSING DATE

- (a) The purchaser shall occupy the Unit on the Confirmed Possession Date, as defined in this Agreement, as such date may be extended or accelerated pursuant to the terms of this Agreement.

- (b) The transfer of title to the Unit shall be completed on the Closing Date, as defined in this Agreement, as such date may be extended or accelerated pursuant to the terms of this Agreement.

4. SCHEDULES

The following Schedules are integral parts of this Agreement and are contained on subsequent pages:

- Schedule "A" - Additional Provisions of this Agreement
- Schedule "B" - Occupancy Agreement
- Schedule "C" - Standard Residential Unit Finishes
- Schedule "D" - Floor Plan of Residential Unit

The Purchaser acknowledges that he or she has received all pages of, schedules and addendums to, this Agreement.

In the event that the Agreement is accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional, for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgement of receipt of each of the Vendor's disclosure documents and a copy of the Agreement accepted by the Vendor in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate this Agreement at any time thereafter upon delivery of written notice to the Purchaser.

DATED this 22nd day of February, 2006

SIGNED, SEALED AND DELIVERED

In the presence) [Signature] (Signature)
of:

WITNESS:) Purchaser: SAM ANGEL Re SAM ANGEL INC

) D.O.B. MAR. 27 1943 S.I.N. 433-264-231

) D.L.# _____

) Address: 15842 HEART LAKE ROAD CALEDON.

) CN. L7C 2J9

) Telephone (H): 905-838-1377 (B) 416-997-0083

) Telefax: _____

In the presence of) _____ (Signature)

WITNESS:) Purchaser: _____

) D.O.B. _____ S.I.N. _____

) D.L.# _____

) Address: _____

) _____

) Telephone (H): _____ (B) _____

) Telefax: _____

The undersigned hereby accepts the offer and its terms, and agrees to and with the above-named Purchaser(s) to duly carry out the same on the terms and conditions above mentioned.

ACCEPTED this 22nd day of February, 2006

Vendor's Solicitors	Purchaser's Solicitors	SIGNED, SEALED AND DELIVERED
MILLER THOMSON LLP Barristers & Solicitors Suite 5800, 40 King Street West Toronto, ON M5H 3S1 Attn: Mr. Leonard Gangbar Telephone: 416.595.8199 Facsimile: 416.595.8695		AMACON DEVELOPMENT (HURONTARIO) CORP. Per: <u>[Signature]</u> Authorized Signing Officer I have the authority to bind the Company