

EVE
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

BETWEEN: AMACON DEVELOPMENT (HURONTARIO) CORP. (the "Vendor") and

Olexandr Nesterenko (the "Purchaser")

Suite No. 2206, Residential Unit 5, Level 13 (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

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.
- (i) The Purchaser shall reimburse the Vendor on Closing Date for the insurance levy (currently in the amount of \$53.50) payable by the Vendor or the Vendor's Solicitors to the Lawyers Professional Indemnity Company.
- (i) The Purchaser shall reimburse the Vendor on the Closing Date the sum of Two Hundred Dollars (\$200.00) plus GST per partial discharge. Any legal fees and disbursements charges to the Purchaser's solicitors for not utilizing the Teraview Electronic Registration System shall be paid by the Purchaser on the Closing Date.

INSERT

Notwithstanding any provisions contained in this Agreement to the contrary, the amount of levies specified on Page 4, Paragraph 7 (h) in Schedule "A" of this Agreement will not exceed:

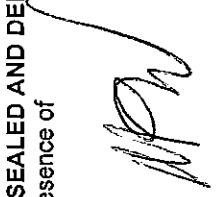
- Two Thousand Four Hundred (\$2,400) Dollars.

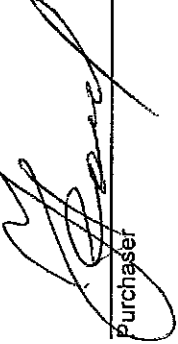
All other terms and conditions of the Agreement shall remain as stated therein.

DATED at Mississauga, this 3 day of February, 2006.

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

SIGNED, SEALED AND DELIVERED
in the presence of


Purchaser


Purchaser

AMACON DEVELOPMENT (HURONTARIO) CORP.

Per: 
Authorized Signing Officer
I have the authority to bind the Corporation.