

EVE
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

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

 Harinder Sandhu _____ (the "Purchaser")

Suite No. 2705, Residential Unit 4, Level 23 (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

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(c) The sum of Fourteen Thousand Three Hundred Forty Five Dollars (\$14,345.00), 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 Fourteen Thousand Three Hundred Forty Five Dollars (\$14,345.00), 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.

INSERT

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(c) The sum of Fourteen Thousand Three Hundred Forty Five Dollars (\$14,345.00), by post-dated cheque with this Agreement payable one hundred and Fifty (150) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.

Notwithstanding any provisions contained in this Agreement to the contrary, this Agreement shall be conditional until 6:00pm November 23, 2007 upon the Purchaser providing evidence to the Vendor, in its sole and absolute discretion, that the Purchaser has been approved by both Canada Mortgage and Housing Corporation (CMHC) and a major lending institution acceptable to the Vendor confirming that the said lending institution will be advancing funds to the Purchaser sufficient to pay the balance due on Closing Date. Otherwise the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter (unless prior to that time period the Vendor or its sales representative has received the required written mortgage approval) upon delivery of written notice confirming such termination to the Purchaser at the address of the Purchaser set out in this Agreement, whereupon this Agreement shall be null and void and the Purchaser's initial deposit cheque(s) shall be forthwith returned to the Purchaser without interest or deduction. This condition is included for the sole benefit of the Vendor and may be waived at his option by notice in writing to the Purchaser within the time period stated.

Notwithstanding the provisions of Paragraph 10 of Schedule "A" and Paragraph 9 and 14 of Schedule "B" to this Agreement, the Purchaser acknowledges and agrees that the Vendor shall provide its consent to the Purchaser's request to lease the Residential Unit after Confirmed Possession Date (Occupancy Date) and prior to the Closing Date, provided:

(a) that the Purchaser pays to the Vendor's Solicitors the amount required to bring the deposits for the Residential Unit to an amount equal to ~~twenty-five percent (25%)~~ Twenty Percent (20%) of the Purchase Price. In the event the Purchaser is defaulting under this Agreement of Purchase and Sale, in addition to any other rights or remedies which the Vendor may have, such deposit monies paid shall become the absolute property of the Vendor.

(b) that the Purchaser covenants and agrees to indemnify and hold harmless the Vendor (its officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the tenancy, any damage occasioned by the tenant to the Residential Unit or the balance of the Property by the tenant (inclusive of any activities of the tenant which may delay registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur as a result of the inability to terminate the tenancy following default by the Purchaser under this Agreement and termination of this Agreement.

(c) that the Vendor shall have the right to pre-approve the form of the proposed lease which lease shall be for no less than full rental market value as at the time of submission of the draft lease. Additionally, the Purchaser shall prior to their, directly or indirectly list or advertise the Property for lease, concurrent with the delivery of the Authorization to Lease (provided by the Vendor and executed by the Purchaser) and the draft lease to the Vendor, submit a certified cheque in the amount of One Thousand and Five Hundred Dollars (\$1,500.00) plus applicable Goods and Services Tax thereon for giving its consent and to reimburse the Vendor for its own internal cost and/or cost of external counsel in reviewing the draft lease, which sum shall be non-refundable.

DATED at Mississauga, this 13th day of November, 2007.

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. _____ c/s
 Authorized Signing Officer
 I have the authority to bind the Corporation.