

EVE
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

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

Kristina Mendoza and Klynt Kynnersley (the "Purchaser")

Suite No. 807, Residential Unit 6, Level 7 (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

Schedule "A" page 5 paragraph 8 (2nd paragraph):

"Without limiting the generality of the foregoing paragraph, this Agreement shall be conditional upon the purchaser, within ten (10) days of the date of execution of this Agreement by the Purchaser, producing satisfactory evidence to the Vendor,"

Page 1, Paragraph 2

The Purchase price for the Property (the "Purchase Price") is Two Hundred Fifty Seven Thousand Nine Hundred Dollars (\$257,900.00), 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 Eleven Thousand Eight Hundred Ninety Five Dollars (\$11,895.00), 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 Twelve Thousand Eight Hundred Ninety Five Dollars (\$12,895.00), 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 Twelve Thousand Eight Hundred Ninety Five Dollars (\$12,895.00), 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.
- (e) The sum of Twenty Five Thousand Seven Hundred Ninety Dollars (\$25,790.00), by certified cheque payable to the Vendor's Solicitors, in trust, on the Confirmed Possession Date, and

INSERT

Schedule "A" page 5 paragraph 8 (2nd paragraph):

"Without limiting the generality of the foregoing paragraph, this Agreement shall be conditional upon the purchaser, by 6:00pm on November 6, 2006, producing satisfactory evidence to the Vendor,"

The amended purchase price hereinafter set forth includes the price of an additional parking unit as per Addendum to Agreement of Purchase and Sale dated 31st October 2006.

The deposit of the \$2,000 for parking unit is included in as part of the initial deposit.

Page 1, Paragraph 2

The Purchase price for the Property (the "Purchase Price") is Two Hundred Seventy Three Thousand Eight Hundred Dollars (\$273,800.00), 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 Three Thousand Dollars (\$3,000.00) submitted with this Agreement, as an initial deposit.
- (b) The sum of Ten Thousand Six Hundred Ninety Dollars (\$10,690.00), 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.

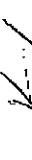
- (c) The sum of Thirteen Thousand Six Hundred Ninety Dollars (\$13,680.00), by post-dated cheque with this Agreement payable ninety (90) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.
- (d) The sum of Thirteen Thousand Six Hundred Ninety Dollars (\$13,690.00), 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.
- (e) The sum of Twenty Seven Thousand Three Hundred Eighty Dollars (\$27,380.00), by certified cheque payable to the Vendor's Solicitors, in trust, on the Confirmed Possession Date; and

DATED at Mississauga, this 3rd day of November, 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.