

ELLE
AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

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

Suite No. 605, Residential Unit 4, Level 5 (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

INSERT


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%) 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.

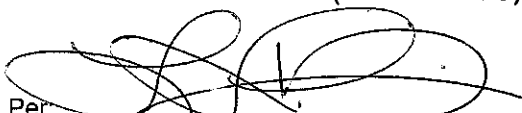
DATED at Mississauga, this 27th day of September, 2007.

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.