

**ELLE  
AMENDMENT TO THE  
AGREEMENT OF PURCHASE AND SALE**

**BETWEEN:** **AMACON DEVELOPMENT (HURONTARIO) CORP.** (the "Vendor") and  
Arnes Turkanovic and Lejla Turkanovic (the "Purchaser")  
 Suite No. 1203, Residential Unit 3, Level 11 (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**

Amendment to the Agreement of Purchase and Sale dated January 10, 2008:

Notwithstanding any provisions contained in this Agreement to the contrary, this Agreement shall be conditional until 6:00pm January 20, 2008 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.

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 payable by the Vendor or the Vendor's Solicitors to the Lawyers Professional Indemnity Company, currently in the amount of \$63.50;
- (j) 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 total amount of levies specified on Page 4, Paragraph 7 (h) in Schedule "A" of this Agreement will not exceed Four Thousand (\$4,000) Dollars.

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

Notwithstanding any provisions contained in this Agreement to the contrary, this Agreement shall be conditional until 6:00pm January 22, 2008 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.

DATED at Mississauga, this 19th day of January, 2008

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.