

# AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and

GURUSWAMY NATHAN (the "Purchaser")

Suite 1903 Tower 1 Unit 3 Level 18 (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:

Paragraph 1. (b)

the sum of Eleven Thousand Sixty (\$11,060.00) Dollars, submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser;

## INSERT:

Paragraph 1 (a)

(iv) the sum of Two Thousand (\$2,000.00) Dollars shall be submitted no later than November 1st, 2009 by certified cheque or bank draft by the Purchaser;

(v) the sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be submitted no later than December 1st, 2009 by certified cheque or bank draft by the Purchaser;

(vi) the sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be submitted no later than January 1st, 2010 by certified cheque or bank draft by the Purchaser;

(vii) the sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be submitted no later than February 1st, 2010 by certified cheque or bank draft by the Purchaser;

(viii) the sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be submitted no later than March 1st, 2010 by certified cheque or bank draft by the Purchaser;

(ix) the sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be submitted no later than April 1st, 2010 by certified cheque or bank draft by the Purchaser;

(x) the sum of One Thousand Five Hundred Sixty (\$1,560.00) Dollars shall be submitted no later than May 1st, 2010 by certified cheque or bank draft by the Purchaser;

Dated at Mississauga, Ontario this 5<sup>th</sup> day of November 2009.

## SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

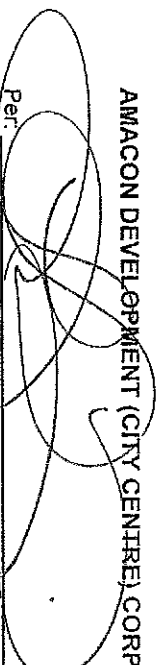


Purchaser - GURUSWAMY NATHAN



Accepted at VANCOUVER this 5 day of NOV 2009.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:   
c/s

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

# AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and

**GURUSWAMY NATHAN** (the "Purchaser")

Suite 1903 Tower 1 Unit 3 Level 18 (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:

N/A

INSERT:

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the parties hereto agree with each other as follows:

1. The Purchaser and Vendor agree that Section 45 (a) of the Purchase Agreement shall be deleted and replaced with the following:

"Notwithstanding the provisions of paragraph 14 hereof, the completion of the transaction contemplated by this Agreement is conditional upon the Vendor being satisfied on or before June 30, 2010 ("Viability Date"), in its sole and absolute discretion, with the economic feasibility and viability of proceeding with the development of and/or construction of the Condominium (including the Unit) failing which this Agreement shall be null and void and the deposit or deposits returned to the Purchaser with interest in accordance with the Act and without deduction, and this condition shall be deemed satisfied and waived by the Vendor in the event that the Vendor does not post or deliver notice to the contrary to the Purchaser or his or her solicitor within thirty (30) days of the Viability Date ("Notice Period"), provided the Vendor may unilaterally extend this condition for not more than one (1) period of up to six (6) months and provided the Vendor gives notice post-marked on or before the expiry of the Notice Period or any renewal thereof. The Purchaser acknowledges that the commencement of construction of the Condominium (including the Unit) shall not be construed as a waiver or satisfaction of these conditions. The Purchaser further acknowledges that these conditions are for the sole benefit of the Vendor and may be waived by the Vendor at its sole and absolute discretion at any time in whole or in part without notice to the Purchaser. "

In all other respects, the provisions of the Purchase Agreement shall apply to the purchase of the Residential Unit and remain unamended by the execution of this Addendum.

Dated at Mississauga, Ontario this 5<sup>th</sup> day of November 2009.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

Witness



Purchaser - GURUSWAMY NATHAN



Accepted at Vancouver this 5 day of Nov 2009.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

  
Per: \_\_\_\_\_ c/s

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