

ANDERSON, SINCLAIR
Barristers & Solicitors

Facsimile
TRANSMISSION

To:

Harris Sheaffer LLP
Attention: Sarah Colucci
416-250-5300

Parkside Village

Attention: Andrea Alsip
905-273-7772

Re:

Lysha DeFreitas purchase from Amacon Developments Unit
1402, Parkside Village, Tower 1, Mississauga, Ontario

Date:

30 October 2008

Pages (incl. cover page):

4 pages

**In the event of transmission failure, please contact
Joel Enchin at 905-821-8522 or email jenchin@andsinc.com**

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Please refer to attached, including fax transmission
verification dated October 27, 2008.
Thank you.

Joel Enchin
Anderson, Sinclair LLP
101-2700 Argenta Road
Mississauga, Ontario, L5N 5V4
jenchin@andsinc.com

905-821-8522
fax 905-821-7793

TRANSMISSION VERIFICATION REPORT

TIME : 10/27/2008 15:18
NAME : ANDERSON SINCLAIR LP
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ANDERSON SINCLAIR
Barristers & Solicitors

Facsimile
TRANSMISSION**To:**

Harris Sheaffer LLP
Attention: Jeffrey P. Silver

Fax #:

416-250-5300

Re:

Lysa DeFreitas purchase from Amacon Developments
Unit 1402, Parkside Village, Tower 1, Mississauga, Ontario

Date:

27 October 2008

Pages (incl. cover page):

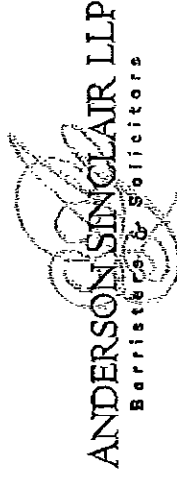
3 pages

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Please refer to attached.



Via Fax 416-250-5300

October 27, 2008

Harris Sheaffer LLP
Barristers and Solicitors
610 - 4100 Yonge Street
Toronto, Ontario
M2P 2B5

Attention: Jeffrey P. Silver

Dear Sir:

Re: Purchaser : Lysha-Marie Defreitas
Vendor : Amacon Development (City Centre) Corp.
Suite : 1402
Address : Parkside Village Tower 1, Mississauga, Ontario
Occupancy : August 15, 2011

We are the solicitors for the purchaser in the above noted transaction, and we understand you act on behalf of the vendor.

We hereby request the following amendments to the Agreement of Purchase and Sale:

1. Section 4(d) - At the end of the first sentence, insert "or indirectly" after the word "directly". The Vendor must be accountable for workmanship and quality of construction with respect to all subcontracts;
No Inserts
2. Section 6(d)(i) - Add "directly related to the Purchaser's acquisition or ownership thereof";
No Additions
3. Section 6(d)(ii) - Delete to the word "alternatively". The Purchaser is to reimburse only retail sales taxes actually paid by the Vendor;
No Deletions
4. Sections 6(d)(iii) and (iv) - The total of such charges under the referenced subsection are not to exceed \$3,000.00 in the aggregate. Please amend agreement accordingly;
Dev. & PR
5. Section 6(d)(vi) - The total of such charges not to exceed \$750.00. Kindly amend agreement accordingly;
Water

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6. Section 6(d)(viii) - Entirely delete. This cost allocation is not appropriate. All costs related to discharge of vendor mortgage financing should be borne by the Vendor;
7. Section 6(d)(ix) - This service charge does not represent a reasonable reimbursement for costs incurred and that are not otherwise recovered by the Vendor. Kindly amend or provide additional clarification;
8. Section 6(e) - Delete and amend with respect to manner in which Purchaser chooses to take title. Purchaser is allowed to direct title up to closing at no additional cost;
9. Section 14(f) - The Purchaser's rights are unreasonably limited by this provision. Failure of the Vendor to give proper notice of extension should give rise to the Purchaser's right to seek full damages or terminate the Agreement;
10. Section 17 - As amended, subsection (v) of the Addendum contains an unreasonable fee for the granting of consent. Amend this section to provide for the Vendor's costs including consents and administration fees not to exceed \$1,500.00, which is consistent with a similar fee in respect of leasing;

All other terms and conditions to remain the same and time to remain of the essence.

Should your client not agree to the above terms please provide the terms of a counter-offer that would be acceptable.

We would appreciate your earliest response in this regard.

Yours very truly,

ANDERSON SINCLAIR LLP

Per:



Joel S. Frachin