

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

LEASING

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

WALTER N. LALKA (the "Purchaser")

Suite **3305** Tower **1** Unit **5** Level **32** (the "Unit")

Notwithstanding Paragraph 17 of 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 The Confirmed Occupancy Date and prior to the Unit Transfer Date, provided:

- (a) that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price. In the event the Purchaser is in default 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 and its successors and assigns (and their 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 directly or indirectly listing or advertising the Residential Unit 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, and in consideration of the Vendor granting its consent to the terms herein deliver a certified cheque in the amount of One Thousand and Five Hundred Dollars (\$1,500.00) plus applicable Goods and Services Tax thereon to the Vendor 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 Toronto this 18th day of July, 2008



Witness:

Purchaser: Walter N. Lalka

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 19 day of July, 2008

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation