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ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

THE BIG SAVE INCENTIVE

Between: **AMACON DEVELOPMENT (HURONTARIO) CORP.** (the "Vendor") and

Asem Shehabi and Nada Jarkas (the "Purchaser")

Suite No. 3107, Residential Unit 6, Level 27 (the "Unit")

1. Incentive Credits

- (a) In further consideration of the Purchaser entering into this Agreement and provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser:
- (i) a sum equal to the aggregate amount of the monthly common expense contribution as set forth under the Budget Statement contained in the Condominium Documents for the Property for the twelve (12) month period following the Closing Date, provided that the Vendor shall not be liable for any additional common expense costs arising as a result of any increase in the Budget Statement and any additional services and/or amenities being included in any subsequent budget statement(s) which were not accounted for or included as part of the original budget statement contained in the Condominium Documents delivered to the Purchaser and/or any additional common expenses arising out of the Condominium Corporation passing an extraordinary or special assessment or otherwise increasing the common expense contributions above what is set out for the twelve (12) month period following the Closing Date as set forth under the Budget Statement in the Condominium Documents. It being understood that any resulting increase in common expense contributions shall be payable solely by the Purchaser to the Condominium Corporation and shall not be payable by the Vendor to the Condominium Corporation;
 - (ii) a sum equal to the aggregate amount of estimated realty taxes assessed against the Property during the twelve (12) month period following the Closing Date, as determined by the Vendor, in its sole, unfettered and unreviewable discretion;
 - (iii) An amount equal to the development charges, municipal charges, education development charges and/or levies in effect as of January 31, 2006, as determined by the Vendor, in its sole, unfettered and unreviewable discretion.
 - (iv) an amount equal to the cost of water meter installation, water and sewer service connection charges and/or hydro, as determined by the Vendor, in its sole, unfettered and unreviewable discretion. The foregoing does not include any security or other deposits that may be required by the applicable hydro or utility provider or its agent or with a utility monitor in the event that a utility monitoring agreement is implemented;
 - (v) an amount equal to the insurance levy payable by the Vendor or the Vendor's solicitors to the Lawyers Professional Indemnity Company;
 - (vi) an amount equal to the cost of the partial discharges required to close on the transaction contemplated under this Agreement, as determined by the Vendor, in its sole, unfettered and unreviewable discretion.
 - (vii) an amount equal to the enrolment fee payable for the Property pursuant to the Plan Act by the Vendor;
 - (viii) an amount equal to the retail sales tax of chattels (including appliances) and/or upgrades relating the Property, as determined by the Vendor in its sole, unfettered and unreviewable discretion; and
 - (ix) a decorating allowance of Nine Thousand Dollars (\$9,000.00).
(collectively the "Big Save Incentive Credits")
- (b) The Purchaser and Vendor acknowledge and agree that the Vendor shall credit the Big Save Incentive Credits as credits on the statement of adjustments for the Property on the Closing Date.
- (c) The Vendor's obligation to provide the Big Save Incentive Credits is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process, if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment). Furthermore, and without limiting anything contained herein: (i) the provisions of the Big Save Incentive Credits shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Big Save Incentive Credits is conditional upon the Purchaser closing on the transaction contemplated under the Agreement.
- (d) The Purchaser acknowledges that pursuant to Section 16 of the Agreement, the Purchaser assigns and transfers to the Vendor all of the Purchaser's right, title and interest in and to the Rebate and authorizes and directs the relevant Governmental Authorities to pay or credit the Rebate directly to the Vendor.

DATED at Mississauga, this 21st day of April, 2009.

WITNESS:



)
) POA E. J. 23
) Purchaser
)
) POA E. J. 23
) Purchaser

DATED this 22 day of April, 2009.

AMACON DEVELOPMENT (HURONTARIO) CORP.

Per: 

Authorized Signing Officer

I have the authority to bind the Corporation.