

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE  
SUPER SAVE FURNITURE PACKAGE A ("the Furniture Package") - 2 BEDROOM

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

**ROCCO A CHIACCHIA** (the "Purchaser")

Suite 811 Tower Elle Unit 10 Level 7 (the "Unit")

The following Furniture from the Vendor's samples is included in the Furniture Package:

- Horizontal Venetian Blinds (as per applicable plans)

Living / Dining Room			
Sofa	Table (Circular)	End Table	Dining Chairs (4)
Bar Stools (3)	Coffee Table	Occasional Chair	42" Flat Screen Television
TV Stand			

Master Bedroom			
Bed Frame (Queen)	Dresser (Six Drawer)	Mattress & Box Spring (Queen)	Night Stand (2)

2nd Bedroom		
Mattress & Box Spring (Double)	Headboard and metal rail frame(Double) Night Stand (1)	

The Purchaser acknowledges that the Furniture Package will be delivered within 30 days of Interim Occupancy and is conditional upon all deposits payable by the Purchaser under this Agreement which are due as of the commencement date of the Interim Occupancy having been received by and cleared in the Vendor's Escrow Agent's Trust Account. The Purchaser agrees to coordinate the delivery of the Furniture Package through the Vendor's designate. The Purchaser further acknowledges that it is not a condition of closing that the Furniture Package be available on the date of occupancy or final closing. The Purchaser covenants and agrees to complete the transaction notwithstanding on availability of the Furniture Package (or any portions or portion thereof) without any hold back or claim or reservation of claim for breach of contract.

1. The Vendor shall have the right to substitute other products and materials for those listed in this Addendum (including, without limitation what comprises the Furniture Package) or provided for in the plans and specifications provided that, in the Vendor's opinion, the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
2. The Vendor is not responsible for shade differences occurring from different dye lots including with respect to fabrics, wood and cabinets as the case may be for all or any of the Furniture Package. Fabric and wood are subject to natural variations and are subject to pattern, shade and colour variations.
3. The Purchaser acknowledges that there shall be no reduction or credit in/of the Purchase Price for any feature listed herein which is/are omitted at the Purchaser's request.
4. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent or better model. In the Vendor's opinion, the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
5. All dimensions, if any, are approximate.
6. All specifications and materials are subject to change without notice.
7. Floor and specific features will depend on the Furniture Package incentive as selected.
8. The Vendor's obligation to provide the Furniture Package incentive is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process, if the Agreement (or any interest therein) or title to the Unit 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 Furniture Package 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 Furniture Package is conditional upon all deposits payable by the Purchaser under this Agreement which are due as of the commencement date of the Interim Occupancy having been received by and cleared in the Vendor's Escrow Agent's Trust Account.
9. The Purchaser acknowledges that the Vendor is acting merely as agent of the various sub trades with respect to such specified furniture and accordingly such construction and/or installation of furniture does not fall within the provisions of the Agreement and the Purchaser further acknowledges that there is no warranty, express or implied as to fitness for purpose, quality, durability or any other matter. The Purchaser hereby releases the Vendor from any such claims and acknowledges that his/her recourse for defective or faulty items is solely to the manufacturers or supplier of the Package, and not the Vendor.

DATED at **Mississauga, Ontario** this 10 day of August **2009**.

Witness: AAK Lucia Chiacchia  
Purchaser: **ROCCO A CHIACCHIA**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 11<sup>th</sup> day of August **2009**.

**Amacon Development (Huronterios) Corp.**  
PER: [Signature]  
Authorized Signing Officer  
I have the authority to bind the Corporation