

09 Aug 2007 12:07AM

**RULE
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**

**SABER AIAQON DEVELOPMENT (ONTARIO) CORP. (the "Vendor") and
SABER AIAQON DEVELOPMENT (ONTARIO) CORP. (the "Purchaser")**

RE: ADDITIONAL ROOM AND APPLIANCES

(the "Purchase")

Unit No. 1005, Freehold Unit 4, Level 17 (the "Unit")

1. The Vendor's acceptance hereon hereby constitutes the Vendor's agreement to carry out the change(s), as represented by the Purchaser and set out in Paragraph No. 3 below.
2. Notwithstanding the Vendor's agreement to carry out said change(s), the Purchaser acknowledges that the Vendor's agreement hereon is subject to the following terms and conditions:
 - (a) the cost(s) of said change(s) to the Purchaser cannot be determined by the Vendor prior to its completion thereof;
 - (b) at such time as the Vendor notifies the Purchaser as to the cost(s), the Purchaser shall pay said amount to the Vendor by certified cheque only, within five (5) business days from so being notified; failure to pay for said change(s) as agreed herein shall be deemed by the Vendor as the Purchaser's failure to pay for said change(s) represented above, and the Vendor shall be at liberty to complete the Unit to be received of said change(s) represented, and the Vendor shall be at liberty to complete the Unit to be received of said change(s) represented;
 - (c) in addition to all other reasonable costs, additional charge(s) may be made for professional fees incurred by the Vendor from its architects, engineers, etc. for the purpose of incorporating the Purchaser's change(s), which will be payable on demand; and
 - (d) any credits issued to the Purchaser as a result of item(s) to be deleted, shall be based on credits issued to the Vendor by the subcontractor(s) responsible for the item(s) to be deleted, and in this regard the Purchaser acknowledges that said credit(s) are calculated on contract prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

3. The change(s) requested by the Purchaser are as follows:

STAINLESS STEEL KITCHEN APPLIANCES

The Vendor agrees to supply and install per Vendor's sample Stainless Steel Kitchen Appliances in lieu of standard kitchen appliances at no extra cost.

4. (a) In the event that the purchase and delivery of an item(s) is not completed for any reason all money paid for change(s) will be refunded.
- (b) If any of the work ordered by the Purchaser remain incomplete in whole or in part on the Closing Date, the Vendor may provide an undertaking to complete the item(s) within a reasonable period of time, and the Purchaser shall accept the item(s) as is, notwithstanding any delay, or not provide the extra(s) or not complete the item(s) within the time specified whereupon the Vendor shall refund to the Purchaser by an adjustment of the credit(s) issued to the Purchaser as a result of the extra(s) on the Closing Date that portion of the amount paid by the Purchaser as a result of the extra(s) on the Closing Date that portion of the amount paid by the Purchaser as a result of the extra(s) which were not provided or remain incomplete as determined by the Vendor, which credit(s) shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the extra(s) which were not provided or are incomplete, and Purchaser further agrees that any credit(s) issued shall be based on credit(s) issued to the Vendor by the subcontractor(s) responsible for the item(s) to be deleted, and in this regard the Purchaser acknowledges that said credit(s) are calculated on contract prices for the entire project and may be substantially less than retail prices normally charged for such item(s).
5. The Purchaser acknowledges that completion and/or installation of any specified change(s) may result in delay in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser consents and agrees to complete the Agreement notwithstanding that the Unit may not be completed in accordance with the terms and provisions of the Agreement as a result of such delays.
6. The Purchaser acknowledges that the Vendor is, straightforwardly or agent of the vendor's subcontractor with respect to the purchase and delivery of stainless steel kitchen and/or installation of specific changes does not fall within the purview of the Agreement, and while it limits the generality of the foregoing, if not covered by the Vendor's warranty program.

DATED at Agu 09 2007 day of August, 2007.

WITNESS:

Purchaser

Purchaser

DATED at Aug 09 2007 day of August, 2007.

SABER AIAQON DEVELOPMENT (ONTARIO) CORP.

John G. Smith
Authorized Signing Officer

I have the authority to bind the Corporation.