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ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

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

Cindy Antunes (the "Purchaser")

Suite No. 2202, Residential Unit 2, Level 19 (the "Unit")

1. The Vendor's and Purchaser's acceptance hereof hereby constitutes the Vendor's agreement subject to the terms of this Addendum, to provide the items as set out in Paragraph No. 2 below to be included in the purchase price and the Purchaser's agreement with the terms and conditions of the Vendor's provision of the iPad At Home Entertainment Package.

Grand Opening Bonus – iPad At Home Entertainment Package

The Vendor agrees to supply and install, as per Vendor's sample and location to be determined by the Vendor in its sole discretion, one(1) iPod in-wall docking station, four (4) satellite speakers and one (1) 4-channel music distribution amplifier (each referred to as an "Installed Promotional Item" and collectively the "Installed Promotional Items") as part of and included in the purchase price. The Vendor agrees to supply but not install, as per Vendor's sample one (1) iPod nano and one (1) 19" flatpanel TV (each referred to as an "Uninstalled Promotional Item" and collectively the "Uninstalled Promotional Items") at no additional cost (the Installed Promotional Items and Uninstalled Promotional Items collectively referred to as the "iPad At Home Entertainment Package").

2. (a) In the event the transaction contemplated in this Agreement is not completed for any reason or the Purchaser otherwise defaults under any of its obligations under the Agreement, any and all Installed Promotional Items which have been installed in the Unit must be left installed in the Unit and any 19" flatpanel TV which has been supplied to the Purchaser must be returned to the Vendor by the Purchaser by leaving said 19" flatpanel TV in the Unit in same condition as provided to the Purchaser and the Purchaser is responsible for reimbursing the Vendor for any damage and destruction caused to the Installed Promotional Items and/or the 19" flatpanel TV.
- (b) Subject to access being provided by the Purchaser, the iPad At Home Entertainment Package will be supplied and/or installed at a date and time to be determined by the Vendor in its sole discretion. It is anticipated, but in no event is it required, that the Vendor will supply and/or install the iPad At Home Entertainment Package within a reasonable period of time after Confirmed Possession Date, prior to the final Closing Date or within a reasonable period of time after the final Closing Date.
- (c) Should the iPad At Home Entertainment Package installed and/or supplied to the Purchaser remain incomplete in whole or in part on the final Closing Date, the Vendor may (i) provide an undertaking to provide to the Purchaser the item(s) required to complete the iPad At Home Entertainment Package within a reasonable period of time after the final Closing Date which the Purchaser shall accept without any holdback; or (ii) not provide the item(s) or not complete the item(s) in its sole discretion whereupon the Vendor shall credit to the Purchaser by an adjustment on the Unit Transfer Date that portion of the amount as allocated to the item(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the item(s) which were not provided or are incomplete, and Purchaser further acknowledges that any credit(s) issued shall be based on credit(s) issued to the Vendor by the subcontractors/trades responsible for the item(s) so 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 Purchaser acknowledges that construction and/or installation of any specified item(s) may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants 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. For greater certainty, the Purchaser and Vendor agree that a Purchaser's receipt of an incomplete iPad At Home Entertainment Package or incompleteness of construction of the Unit due to delays caused by construction and/or installation of the iPad At Home Entertainment Package does not constitute a default of the Vendor's obligations under the Agreement and the Purchaser shall not have any right to refuse to close the transaction contemplated in this Agreement and/or holdback all or any portion of the purchase price.
4. The Purchaser acknowledges that the Vendor is acting merely as agent of the various sub trades with respect to such specified items and accordingly such provision and/or installation of specific items does not fall within the provisions of the Agreement, and without limiting the generality of the foregoing, is not covered by the Taron Warranty Program.

 

5. Purchaser acknowledges that the Vendor is in no way responsible for the quality of the iPad At Home Entertainment Package and there is no warranty of the Vendor to the Purchaser on the quality of the iPad At Home Entertainment Package and any claim for warranty by the Purchaser with respect to the iPad At Home Entertainment Package shall be made directly to the manufacturer of the iPad At Home Entertainment Package. The iPad At Home Entertainment Package is not covered by the Taron Warranty Program.
6. This Addendum forms part of the Agreement .

DATED at Mississauga, this 2nd day of Oct-, 2007.

WITNESS:



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) Purchaser
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)
) Purchaser

AMACON DEVELOPMENT (HURONTARIO) CORP.

Per: 
Authorized Signing Officer
I have the authority to bind the Corporation.