08 Feb 2008 4:14AM

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ELLE ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

		ON DEVELOPMENT (HURONTA	RIO) COR	P. (the "Yer	idor") and		
Between						(the "Purc	haser")
		aziz Mohd Saeed Abdulla					
	Suite No	o. <u>2707.</u> Residential U	nlt2	, Level	23 (the *		
1.	The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to carry out the change(s), as						
2.	Notwithstanding the Vendor's agreement to so carry out said change(s), the Purchaser acknowledges that the following terms and conditions:						
	(a)	the cost(s) of said change(s)	to the Pu	rchaser car	nnot be determin		
	(b)	at such time as the Vendor framount to the Vendor by cartiferations to pay for said change(s) rescinding of said change(s) recipied specifications;	ned chequi s) as agree aquested a	ed herein sh and the Ven	all be deemed by dor shall be at III	the Vendor soberty to comple	the Purchaser's ta the Unit to its
	(c)	in addition to all other reason incurred by the Vendor from Purchasar's change(s) which st	nali be pay	able on den	and; and	- ••	
	(d)	any credit(s) issued to the Pur- lesued to the Vendor by the st regard the Purchaser acknowle project and may be substantial	chaser as ubcontract	a result of i	tem(s) to be deke esponsible for the	on contract or	ices for the entire
3.	The ch	inge(s) requested by the Purchasar are/is as follows:					
	I	es as	no other ca				
	Stainless Steel Kitchen Appliances: The Vendor agrees to supply and install as per Vendor's sample Stainless Steel Kitchen Appliances in Neu of the standard kitchen appliances at no other cost.						
4.	(a)	in the event that the purchase changes will not be refunded.					
	(b) If any of the extras ordered by the Purchaser remain incomplete in whole or in part on the Closing Date, the Vendor may provide an undertaking to complete the extra(s) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide the extra(s) or not complete the extra(s) in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Unit Transfer Date that portion of the amount pald by the Purchaser as allocated to the extra(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 extra(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).						
5.	The Purchaser acknowledges that construction and/or installation of any specified change(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.						
₿.	The Purchaser acknowledges that the Vendor is acting merely as agent of the various sub trades with respect to such specified changes and accordingly such construction and/or installation of specific changes does not fall within the provisions of the Agreement, and without limiting the generality of the foregoing, is not covered by the Tarion Warranty Program.						
DATE	D at Mis	sissauga, this <u>7th</u> day	of	February	2008		
WITN	iess:		}	Purchaser	3		(f.o.A.)
		/ /	,				

AMACON DEVELPOPMENT (HURONTARIO) CORP.

Authorized Signing Officer

Purchaser

I have the authority to bind the Corporation.