

**THE PARK RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**IPAD AT HOME ENTERTAINMENT PACKAGE**

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

**LINETTE M. MENEZES** (the "Purchaser")

Suite **906** Tower **3** Unit **6** Level **9** (the "Unit")

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 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.

**iPad at Home Entertainment Package**

Subject to the provisions of this Addendum, the Vendor agrees to supply and install, as per the Vendor's sample at a 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) four-channel music distribution amplifier. The Vendor agrees to supply, but not install, as per Vendor's sample one (1) iPod nano and one (1) 19" flatpanel TV (collectively referred to as the "iPad at Home Entertainment Package") as part of and included in the Purchase Price.

The following terms, provisions or conditions must be satisfied and/or complied with:

1. Any conditions contained in the Agreement in favour of the Purchaser, which require waiver or satisfaction by the Purchaser in order to make the Agreement firm and binding, shall have been waived or satisfied in writing by the Purchaser so that the Agreement is firm and binding on the Purchaser.
2. The ten (10) day rescission period under the Act shall have expired without the Purchaser having exercised any rescission of the Agreement thereunder.
3. The Purchaser shall have produced evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance of the Purchase Price on the Unit Transfer Date, or, in the alternative, but subject to the Vendor's approval, in its sole discretion, the Purchaser shall have delivered in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance of the Purchase price on the Unit Transfer Date.
4. The Vendor's obligation to provide the iPad at Home Entertainment Package 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 iPad at Home Entertainment 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 iPad at Home Entertainment Package is conditional upon all deposits payable by the Purchaser under this Agreement which are due as of the Occupancy Date having been received by and having cleared the Vendor's Escrow Agent's Trust Account and amounting to no less than 20% of the Purchase Price of the Unit.  
(all of the above of which are herein collectively referred to as, the "iPad at Home Entertainment Package Incentive Conditions".)
5. (a) In the event the transaction contemplated in the Agreement is not completed for any reason or the Purchaser otherwise defaults under any of its obligations under this Agreement, any and all portions of the iPad at Home Entertainment Package which have been installed in the Unit must be left in place and/or installed in the Unit and the iPod nano and the 19" flatpanel TV which has been supplied to the Purchaser must be returned to the Vendor by the Purchaser by leaving the said the iPod nano and the 19" flatpanel TV in the Unit in the same condition as provided to the Purchaser and the Purchaser is responsible for reimbursing the Vendor for any damage and/or destruction caused to the installed and supplied iPad at Home Entertainment Package  
  
(b) Subject to access being provided by the Purchaser, the iPad At Home Entertainment Package will be supplied and/or installed at a mutually agreeable 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 responsible period of time after the Occupancy Date, prior to the Unit Transfer Date or within reasonable period of time after the Unit Transfer Date.  
  
(c) Should the iPad at Home Entertainment Package installed and/or supplied to the Purchaser remain incomplete in whole or in part or become unavailable prior to the Occupancy 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

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reasonable period of time after the Occupancy 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 Statement of Adjustments on the Unit Transfer Date of 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 the Purchaser further acknowledges that any credit(s) issued shall be based on credit(s) issued to the Vendor by the retailers, distributors or subcontractors/trades responsible for the item(s) so deleted, and in the regard the Purchaser acknowledges that said credits are calculated on contractor prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

6. The Purchaser acknowledges and agrees 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 Tarion Warranty Program.
7. The Purchaser further acknowledges and agrees 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 regarding the quality of the iPad at Home Entertainment Package and any claim for warranty by the Puchaser with respect to the iPad at Home Entertainment Package shall be made by the Purchaser directly to the manufacturer of the iPad at Home Entertainment Package. The iPad at Home Entertainment Package is not covered by the Tarion Warranty Program.
8. This Addendum forms part of the Agreement.

DATED at Mississauga, Ontario this 5<sup>TH</sup> day of JUNE 2011.

[Signature]  
Witness:

L. Menezes  
Purchaser: **LINETTE M. MENEZES**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 6 day of june 2011.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER: [Signature]  
Authorized Signing Officer  
I have the authority to bind the Corporation