

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE
EVERYONE'S A WINNER - BATHROOM FINISHES PACKAGE

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

JOHN DOE (the "Purchaser")

Suite **1004** Tower **1** Unit **4** Level **10** (the "Unit")

Subject to the provisions of this Addendum, the Vendor agrees to supply and install in the **ENSUITE** Bathroom

- a. Mirrored Bathroom Vanity Medicine Cabinet as per Vendor's sample**
- b. Rain head Showerhead as per Vendor's sample**
- c. Jetted Tub as per Vendor's sample**
- d. Under mount Bathroom Vanity Sink as per Vendor's sample**
- e. 1 ¼" thick marble vanity countertop as per Vendors samples**

as part of and included in the Purchase Price. (all of the above of which are herein collectively referred to as, the "**Everyone's a Winner Bathroom Package**").

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 Purchaser 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. In the event that the **Everyone's a Winner Bathroom Package** remains incomplete in whole or in part on the Occupancy 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 **Everyone's a Winner Bathroom Package** or not complete **Everyone's a Winner Bathroom Package** in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Statement of Adjustments on 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 extra(s) which were not provided or are incomplete.
- 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.
- 6. Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
 - (a) The vendor is not responsible for shade differences occurring from different dye lots including with respect to tile, carpets, hardwood flooring, kitchen cabinets, trim and bases as the case may be. Stone and wood are subject to natural variations in colour and grain. Ceramic tile, porcelain tile and carpet are subject to pattern, shade and colour variations.
 - (b) References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent or better model.
 - (c) All dimensions, if any, are approximate.

DATED at **Mississauga, Ontario** this _____ day of _____ **2009**.

Witness:

Purchaser: **John Doe**

THE UNDERSIGNED hereby accepts this offer.

DATED at _____ this _____ day of _____ **2009**.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _____
Authorized Signing Officer
I have the authority to bind the Corporation