

THE GRAND RESIDENCES AT PARKSIDE VILLAGE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

WISHING WELL HOLDINGS INC. (the "Purchaser")

Suite **2401** Tower **2** Unit **1** Level **23** (the "Unit")

Notwithstanding Paragraph 17 of this Agreement, the Vendor hereby consents to one assignment and transfer by the Purchaser of his/her interest under this Agreement or in the Unit, at any time after the confirmed Occupancy Date and prior to the Unit Transfer Date, subject to the following conditions:

- (i) obtaining the written consent of the Vendor which consent shall not be unreasonably withheld;
- (ii) acknowledging in writing that the Purchaser shall remain fully responsible for the Purchaser's covenants, agreements and obligations contained in this Agreement;
- (iii) obtaining an assignment and assumption agreement from the transferee/assignee in a form acceptable to the Vendor acting reasonably; and
- (iv) obtaining the written consent or approval from any lending institution or mortgagee providing any financing to the Vendor, construction or otherwise, for the development and construction of the Condominium, in the event such consent or approval is required to be obtained by the Vendor as a condition for the advance or continued advance of any funds in respect of such financing.

Notwithstanding the foregoing, the Purchaser covenants not to, directly or indirectly, list or advertise the property for sale on the Toronto Real Estate Board Multiple Listing System (TREB MLS) or any similar marketing system. All other terms and conditions of the Agreement shall remain as stated therein

DATED at Mississauga this 11 day of **August, 2008**

Witness:

Purchaser: **Wishing Well Holdings Inc.**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 11 day of August 2008.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation