

**ADDENDUM TO AGREEMENT
OF PURCHASE AND SALE**

VENDOR: Amacon Development (City Centre) Corp. ("the Vendor")

PURCHASER: Kendall Allan Clayton ("the Purchaser")

PROPERTY: Suite 604
Tower 2
Unit 4, Level 6
Floor Plan 10
The Grand Residences at Parkside Village - Tower One
Mississauga, Ontario

**DATE OF
AGREEMENT:** February 7, 2009
("the Agreement")

The parties agree to amend the Agreement as follows:

1. The parking unit and locker unit shall be located in the same building as the residential unit.
2. 1(a) - Deposits shall not in the aggregate exceed \$20,000. The deposit in subparagraph 1(a)(ii) shall be reduced to \$8,755 and the deposits in subparagraphs 1(a)(iii) and (iv) shall be deleted.
3. 1(a), 14(a), 21- The Confirmed Occupancy Date may not be under any circumstances extended beyond July 16, 2012 for any reason without the prior written approval of the Purchaser. If the Purchaser elects not to extend the Confirmed Occupancy Date, the Agreement shall be terminated with the Vendor and the Purchaser exchanging mutual releases and the deposits of the Purchaser shall be returned to him with interest in accordance with the *Condominium Act*.
4. 1(b), 21 The Unit Transfer Date may not be under any circumstances extended beyond December 16, 2012 for any reason without the prior written approval of the Purchaser. If the Purchaser elects not to extend the Unit Transfer Date, the Agreement shall be terminated with the Vendor and the Purchaser exchanging mutual releases and the deposits of the Purchaser shall be returned to him with

- interest in accordance with the *Condominium Act*.
5. 2(d) Delete.
6. 6(b)(i) Remove reference to local improvement charges.
7. 6(d)(i) Delete.
8. **6(d)(iii) Delete.**
9. **6(d)(iv) Delete.**
10. 6(d)(vi) Delete.
11. 6(d)(vii) Delete.
12. 6(d)(viii) Delete.
13. **6(h) Delete.**
14. 9. The Vendor warrants that any restrictions, conditions, easements or covenants that run with the land shall be minor in nature and shall not interfere with the Purchaser's intended residential use of the Unit.
15. 9(b) The Vendor shall provide proof that the necessary securities are in place as required under the Development Agreements.
16. 11(c) Line 2 - Delete "upon receipt thereof" and replace "a reasonable time" with "90 days"
17. 14(c) Delete.
18. 14(d) Delete.
19. 14(e) Delete.
20. 17. Delete.
21. 24(a) Delete the word "interior".
22. 43. Line one - replace the word "sole" with the word "reasonable". Add at the end: "Notwithstanding the foregoing, if the changes to the Unit, in the reasonable opinion of the Purchaser are material, the Purchaser may elect to terminate the agreement and have his deposits returned to him without interest.

- 23. 44. Delete.
- 24. 45(a) Delete.
- 25. 49. Delete.
- 26. Schedule "B" - B.2 Notwithstanding any other terms in this agreement to the contrary, the Vendor warrants that the monthly Occupancy Fee shall not exceed \$900.
- 27. Insert: "The Vendor shall pay all levies, development charges, education development charges, impost charges, fees or assessments related to the Unit."

The parties agree that where there is a discrepancy between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall govern.

DATED at Mississauga this day of February, 2009.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____
Authorized Signing Officer

DATED at Mississauga this day of February, 2009.


KENDALL ALLAN CLAYTON