

FILE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

Between AMACON DEVELOPMENT (ONTARIO) CORP. (the "Vendor") and

(the "Purchaser")

Kingsway, Aurora and Room A/B/C/G/H

Suite No. 1905 Residential Unit 4 Level 16 (the "Unit")

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to carry out the change(s), as requested by the Purchaser and set out in Paragraph No. 3 below.

2. Notwithstanding the Vendor's agreement to so carry out said change(s), the Purchaser acknowledges that the Vendor's agreement hereof is subject to the following terms and conditions:

- (a) the cost(s) of said change(s) to the Purchaser cannot be determined by the Vendor prior to the acceptance hereof;
- (b) at such time as the Vendor notifies the Purchaser as to the cost(s), the Purchaser shall pay said amount to the Vendor by certified cheque only, within five (5) business days from so being notified, amount to the Vendor by certified cheque only, as agreed herein shall be deemed by the Vendor as the Purchaser's full compensation for said change(s), as agreed herein shall be deemed by the Vendor as the Purchaser's full compensation for said change(s) requested and the Vendor shall be at liberty to complete the Unit to its original specifications;
- (c) in addition to all other reasonable costs, additional charge(s) may be made for professional fees incurred by the Vendor from its architect, engineer, etc., for the purpose of incorporating the Purchaser's change(s) which shall be payable on demand; and
- (d) any credit(s) issued to the Purchaser as a result of item(s) to be deleted, shall be based on credit(s) issued to the Vendor by the subcontractors/crews responsible for the item(s) to be 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 price normally charged for such item(s).

3. The changes requested by the Purchaser are to be as follows:

Special Kitchen Preview Bonus

The Vendor agrees to supply and install per Vendor's sample Stainless Steel Kitchen Appliances with the standard kitchen equipment at no extra cost.

4. (a) In the event that the purchase and sale transaction is not completed for any reason all money paid for changes will not be refunded;

- (b) If any of the items ordered by the Purchaser remain incomplete in whole or in part on the Closing Date, the Vendor may provide an undertaking to complete the same within a reasonable period of time which the Purchaser may accept without any holdback, or not provide the extra(s) if not completed the extra(s) or the subcontractor(s) thereupon the Vendor shall refund to the Purchaser by an adjustment on the Unit. The Vendor shall deduct the portion of the amount paid 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 in 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 said credit(s) issued shall be based on credit(s) issued to the Vendor by the subcontractors/crews responsible for the item(s) to be 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 price 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 completion of the Unit due to availability of services, materials and/or supplies. The Purchaser, however, will agree 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. 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 specified changes does not fall within the provisions of the Ontario Building Code and without limiting the generality of the foregoing, is not covered by the Ontario Warranty Program.

Dated: Aug 8th, 2007 day of August, 2007.

WITNESS:

KAF  
RAA

JTA

Purchaser

Reed Miller S

Dated: 8th day of August, 2007.

AMACON DEVELOPMENT (ONTARIO) CORP.

For: BG  
Authorized Signatory Officer  
Having the authority to bind the Corporation.