

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

SUPER SAVE FURNITURE PACKAGE B ("the Furniture Package") - 1 BEDROOM + DEN

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

RABII ABBAS (the "Purchaser")

Suite 2901 Tower Elle Unit 1 Level 25 (the "Unit")

The following Furniture from the Vendor's samples is included in the Furniture Package:

- Horizontal Venetian Blinds (as per applicable plans)

Living / Dining Room		
Sofa	Table (Circular)	End Table
Bar Stools (3)	Coffee Table	Occasional Chair
TV Stand		42" Flat Screen Television
Den		
Desk	Chair	
Bedroom		
Bed Frame (Queen)	Dresser (Five Drawer)	Mattress & Box Spring (Queen)
		Night Stand (2)

The Purchaser acknowledges that the Furniture Package will be delivered within 30 days of Interim Occupancy and is conditional upon all deposits payable by the Purchaser under this Agreement which are due as of the commencement date of the Interim Occupancy having been received by and cleared in the Vendor's Escrow Agent's Trust Account. The Purchaser agrees to coordinate the delivery of the Furniture Package through the Vendor's designate. The Purchaser further acknowledges that it is not a condition of closing that the Furniture Package be available on the date of occupancy or final closing. The Purchaser agrees to complete the transaction notwithstanding on availability of the Furniture Package (or any portions or portion thereof) without any hold back or claim or reservation of claim for breach of contract.

1. The Vendor shall have the right to substitute other products and materials for those listed in this Addendum (including, without limitation what comprises the Furniture Package) or provided for in the plans and specifications provided that, in the Vendor's opinion, the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
2. The Vendor is not responsible for shade differences occurring from different dye lots including with respect to fabrics, wood and cabinets as the case may be for all or any of the Furniture Package. Fabric and wood are subject to natural variations and are subject to pattern, shade and colour variations.
3. The Purchaser acknowledges that there shall be no reduction or credit in/of the Purchase Price for any feature listed herein which is/are omitted at the Purchaser's request.
4. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent or better model. In the Vendor's opinion, the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
5. All dimensions, if any, are approximate.
6. All specifications and materials are subject to change without notice.
7. Floor and specific features will depend on the Vendor's package as selected.
8. The Vendor's obligation to provide the Furniture Package incentive 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 Furniture 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 Furniture Package is conditional upon all deposits payable by the Purchaser under this Agreement which are due as of the commencement date of the Interim Occupancy having been received by and cleared in the Vendor's Escrow Agent's Trust Account.
9. The Purchaser acknowledges that the Vendor is acting merely as agent of the various sub trades with respect to such specified furniture and accordingly such construction and/or installation of furniture does not fall within the provisions of the Agreement and the Purchaser further acknowledges that there is no warranty, express or implied as to fitness for purpose, quality, durability or any other matter. The Purchaser hereby releases the Vendor from any such claims and acknowledges that his/her recourse for defective or faulty items is solely to the manufacturers or supplier of the Package, and not the Vendor.


DATED at Mississauga, Ontario this 4 day of October 2009.

Witness: 

Purchaser: Rabi Abbas

THE UNDERSIGNED hereby accepts this offer.
DATED at TORONTO this 5 day of OCT 2009.

Amakon Development (Huronario) Corp.

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