

**ELLE**

**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**

**"HST"**

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

**AMIR AZEM** (the "Purchaser")

**Suite 2501 Tower Elle Unit 1 Level 21** (the "Unit")

1. This Addendum forms an integral part of the Condominium Agreement of Purchase and Sale (the "Purchase Agreement") between the Vendor and Purchaser named therein.
2. All capitalized terms used herein, unless the context otherwise requires or a definition is otherwise provided for herein, shall have the same meaning as defined in the Purchase Agreement.
3. Page 1 (being the face page of the Purchase Agreement) Paragraph 2. is amended by deleting the following from the first paragraph directly underneath the heading "Purchase Price":  

*"...inclusive of GST as set out in Paragraph 16 of Schedule "A"..."*

and inserting in its place the following:

*"...inclusive of Goods and Services Tax and the Ontario Single Sales Tax or HST (hereinafter defined) but net of any applicable Rebate (as hereinafter defined) which shall be assigned to the Vendor, as set out in Paragraph 8 of the Addendum to the Purchase Agreement attached hereto..."*

4. The references to retail sales tax in the Purchase Agreement are deleted and replaced with a reference to Harmonized Sales Tax (hereinafter referred to in the Purchase Agreement as "HST").
5. The section entitled "Retail Sales Tax" in Schedule "A" to the Purchase Agreement is re-titled "HST".
6. Paragraphs 7, (d), (i) and (j) of the Purchase Agreement are amended to add a reference to HST in addition to the references to GST.
7. The reference to Paragraph 16 - "GST" is deleted. All other references to Paragraph 16 in the Purchase Agreement are hereby deleted and replaced with a reference to Paragraph 8 of this Addendum re HST.
8.
  - a. The Purchaser acknowledges and agrees that:
    - (i) The purchase price is inclusive of GST, and the proposed Ontario Single Sales Tax or Harmonized Sales Tax where there is a transfer of possession or title after June 30, 2010, (collectively, the "HST") and the Vendor shall remit the HST to the relevant governmental authorities as and when required under the ETA;
    - (ii) A new housing rebate is available to the Purchaser for the HST (the "Rebate" and/or "Rebates") where:
      - A. for GST purposes, the purchase price for the Residential Unit (the "Residential Price") after deducting the HST included therein does not exceed \$450,000.00;
      - B. for Ontario Single Sales Tax purposes, for the first \$400,000 of the Residential Price;
      - C. the Purchaser is a natural person acquiring the Unit with the intention of being the sole beneficial owner thereof on Closing; and
      - D. the Purchaser covenants that on and after the Confirmed Possession Date, and for such period of time thereafter as the ETA requires, the Residential Unit will be occupied by the Purchaser personally or by a relation of the Purchaser, as defined in the ETA, in order to entitle the Purchaser to the Rebate.
  - b. The Residential Price has been established on the basis that the Rebate or Rebates, as applicable, will be assigned on Closing by the Purchaser to the Vendor in addition to the Residential Price. The Purchaser, forthwith upon the request of the Vendor and in any event prior to Closing, shall furnish evidence satisfactory to the Vendor confirming that the Purchaser is entitled to the Rebate and shall execute all requisite documents including without limitation, Form GST 190E (01) and do such acts as may be required in order for the Vendor to receive the entire Rebate (the "Rebate Form").

- c. If the rate of HST is altered or the HST exemptions presently existing are changed between the date of this Agreement and the Closing Date so that the total HST to be remitted by the Vendor is increased, then the Purchaser shall pay such increase as an adjustment by certified cheque delivered on closing to the Vendor. The statutory declaration of an officer of the Vendor stating the amount of the alteration and/or the amount of the changed exemption is conclusive and binding on the Purchaser.
- d. If the rate of HST is reduced between the date of this Agreement and the Closing Date such that the total HST to be remitted by the Vendor is not decreased but the Purchaser becomes entitled to a rebate(s) or other adjustment to net HST payable in its favour (the "Adjustment"), then by this Agreement the Purchaser assigns to the Vendor all of the Purchaser's rights, interests and entitlement to the Adjustment. In connection with the Adjustment, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's request for same, all requisite documents, assignments and assurances that the Vendor may reasonably require in order to enable the Vendor to obtain the benefit of the Adjustment.
- e. The Purchaser warrants and represents that he/she has not claimed (and hereby covenants that the Purchaser shall not hereafter claim (save in connection with the assignment to the Vendor pursuant to this Paragraph 8 of this Addendum) for the Purchaser's own account, any part of the HST Transitional Housing Rebate referred to in the Ontario Ministry of Revenue Information Notice dated June 22, 2009 - No. 2) in connection with the Purchaser's acquisition of the Unit (the "Transitional Rebate").
- f. The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including goods and services tax, plus penalties and interest thereon and any reasonable legal costs in connection therewith) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate. Rebates and/or the Transitional Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, Rebates and/or the Transitional Rebate. This indemnity shall survive indefinitely the completion or termination of the Agreement. It is further understood and agreed by the parties hereto that should the Purchaser not qualify for the Rebate and/or Transitional Rebate (or if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, Rebates and/or the Transitional Rebate, regardless of any documentation provided by or on behalf of the Purchaser and/or fail to deliver to the Vendor the Rebate Form(s) (duly executed by the Purchaser) by the Closing Date, then notwithstanding anything contained herein (or in the Agreement) to the contrary, the Purchaser shall be obliged to pay to the Vendor, by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, Rebates and/or the Transitional Rebate, in addition to the outstanding balance of the Purchase Price subject to the adjustments contemplated by the Agreement.
- g. The Purchaser's failure to pay or remit to the Vendor on the Closing Date the HST exigible in connection with this transaction, and/or if required pursuant to this Paragraph 8 of this Addendum to deliver to the Vendor the Rebate Form, duly executed by the Purchaser, and/or if required pursuant to this Paragraph 8 of this Addendum to pay to the Vendor by certified cheque an amount equivalent to the Rebate, Rebates and/or the Transitional Rebate shall constitute a fundamental breach of contract, entitling the Vendor to immediately terminate this Agreement and to retain any Deposit theretofore paid (together with all monies paid for any extras or changes requested to be made to the Unit) as its liquidated damages and not as a penalty, without prejudice to any other rights or remedies available to the Vendor at law or in equity.
- h. Without limiting any of the foregoing provisions, the Purchaser further covenants and agrees that in the event that any amendment to the Purchase Agreement, novation to the Purchase Agreement, re-statement of the Purchase Agreement or the acquisition of any upgrades or extras results in the Rebate, Rebates and/or Transitional Rebate not being capable of being assigned, in whole, by the Purchaser to the Vendor, then the Purchaser shall pay to the Vendor such forgone amount by certified cheque on closing in the same manner as heretofore contemplated for repayment where purchasers do not qualify for the Rebate, Rebates and/or the Transitional Rebate.

DATED at Mississauga, Ontario this 1<sup>st</sup> day of March 2010.

Witness:

AMIR AZEM  
Purchaser

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 2<sup>ND</sup> day of MARCH 2010.

Amacon Development (Huronario) Corp.

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