

## THE GRAND RESIDENCES AT PARKSIDE VILLAGE

### AGREEMENT OF PURCHASE AND SALE

The undersigned, **SAMEER FAZAL** (collectively, the “**Purchaser**”), hereby agrees with **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the “**Vendor**”) to purchase the proposed residential unit noted above, substantially as outlined for identification purposes only on the floor plan attached hereto as Schedule “C”, and finished substantially in accordance with the features and finishes described in Schedule “A” hereto annexed, together with **one (1)** parking unit and one (1) locker unit to be allocated by the Vendor in its sole discretion and which may be re-designated by the Vendor, in its sole discretion, being (proposed) unit(s) in the Condominium, to be registered against those lands and premises situated in the City of Mississauga, Regional Municipality of Peel, being presently comprised of a portion of Part of Lot 19, Concession 2, North of Dundas Street (hereinafter called the “**Property**”), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the “**Unit**”) on the following terms and conditions:

#### **PURCHASE PRICE:**

1. The purchase price of the Unit (the “Purchase Price”) is **One Hundred Ninety-Eight Thousand Three Hundred (\$198,300.00)** DOLLARS in lawful money of Canada, inclusive of GST as set out in and subject to paragraph 6 (g) of this Agreement, payable as follows:
  - (a) to Harris, Sheaffer LLP, in Trust, (the “**Vendor’s Solicitors**” or “**Escrow Agent**” or “**Trustee**”) in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date:
    - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
    - (ii) the sum of **Seven Thousand Nine Hundred Fifteen (\$7,915.00)** Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
    - (iii) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser;
    - (iv) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser;
    - (v) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)**
  - (b) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustments hereinafter set forth;
  - (c) the Purchaser agrees to pay the sum as hereinbefore set out in sub-paragraphs 1(a) and 1(b) as deposits by cheque payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of the Tarion Warranty Corporation (“**TWC**”) under the provisions of a Deposit Trust Agreement (“**DTA**”) with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of the *Condominium Act*, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

#### **OCCUPANCY DATE/UNIT TRANSFER DATE:**

2.
  - (a) The Purchaser shall occupy the Unit on **April 16, 2012** or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement (the “**Occupancy Date**”).
  - (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the “**Unit Transfer Date**”).
  - (c) In the event that the Agreement is executed and accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not executed and accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgment of receipt of each of the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate the Agreement at any time thereafter upon delivery of written notice to the Purchaser.

Additional Provisions and Schedules:

Paragraphs 3 through 50 and the following Schedules are integral parts of this Agreement and are contained on subsequent pages.

Schedule "A" - Features and Finishes

Schedule "B" - Terms of Occupancy Licence

Schedule "C" - Floor Plan of Residential Unit

The Purchaser acknowledges that he or she received all pages of, schedules and addendums to this Agreement.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

**SIGNED, SEALED AND DELIVERED**  
In the Presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**  
  
**December 04, 1986**      **537-030-538**  
Date of Birth:                      SIN:  
**F09766878861204**  
Drivers License #:

Purchaser's Solicitor:

Purchaser Address:  
**# 1729, 3888 DUKE OF YORK BLVD**  
**MISSISSAUGA, ONTARIO**  
**L5B 4P5**  
  
Purchaser Telephone(s):  
**(647) 966-6600 (H)**  
**(B)**  
  
Purchaser E-mail(s):

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**VENDOR'S SOLICITOR**  
HARRIS, SHEAFFER LLP  
Suite 610 - 4100 Yonge Street  
Toronto, Ontario M2P 2B5  
Attn: Jeffrey P. Silver

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**  
  
PER: \_\_\_\_\_  
Authorized Signing Officer  
I have the authority to bind the Corporation

## THE GRAND RESIDENCES AT PARKSIDE VILLAGE

### AGREEMENT OF PURCHASE AND SALE

The undersigned, **SAMEER FAZAL** (collectively, the "**Purchaser**"), hereby agrees with **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "**Vendor**") to purchase the proposed residential unit noted above, substantially as outlined for identification purposes only on the floor plan attached hereto as Schedule "C", and finished substantially in accordance with the features and finishes described in Schedule "A" hereto annexed, together with **one (1)** parking unit and one (1) locker unit to be allocated by the Vendor in its sole discretion and which may be re-designated by the Vendor, in its sole discretion, being (proposed) unit(s) in the Condominium, to be registered against those lands and premises situated in the City of Mississauga, Regional Municipality of Peel, being presently comprised of a portion of Part of Lot 19, Concession 2, North of Dundas Street (hereinafter called the "**Property**"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

#### **PURCHASE PRICE:**

1. The purchase price of the Unit (the "Purchase Price") is **One Hundred Ninety-Eight Thousand Three Hundred (\$198,300.00)** DOLLARS in lawful money of Canada, inclusive of GST as set out in and subject to paragraph 6 (g) of this Agreement, payable as follows:
  - (a) to Harris, Sheaffer LLP, in Trust, (the "**Vendor's Solicitors**" or "**Escrow Agent**" or "**Trustee**") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date:
    - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
    - (ii) the sum of **Seven Thousand Nine Hundred Fifteen (\$7,915.00)** Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
    - (iii) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
    - (iv) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;
  - (b) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars by certified cheque or bank draft on the Occupancy Date;
  - (c) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustments hereinafter set forth;
  - (d) the Purchaser agrees to pay the sum as hereinbefore set out in sub-paragraphs 1(a) and 1(b) as deposits by cheque payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of the Tarion Warranty Corporation ("**TWC**") under the provisions of a Deposit Trust Agreement ("**DTA**") with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of the *Condominium Act*, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

#### **OCCUPANCY DATE/UNIT TRANSFER DATE:**

2.
  - (a) The Purchaser shall occupy the Unit on **April 16, 2012** or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement (the "**Occupancy Date**").
  - (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "**Unit Transfer Date**").
  - (c) In the event that the Agreement is executed and accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not executed and accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgment of receipt of each of the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate the Agreement at any time thereafter upon delivery of written notice to the Purchaser.

Additional Provisions and Schedules:

Paragraphs 3 through 50 and the following Schedules are integral parts of this Agreement and are contained on subsequent pages.

Schedule "A" - Features and Finishes

Schedule "B" - Terms of Occupancy Licence

Schedule "C" - Floor Plan of Residential Unit

The Purchaser acknowledges that he or she received all pages of, schedules and addendums to this Agreement.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

**SIGNED, SEALED AND DELIVERED**  
In the Presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**  
  
**December 04, 1986**      **537-030-538**  
Date of Birth:                      SIN:  
  
**F09766878861204**  
Drivers License #:

Purchaser's Solicitor:

Purchaser Address:  
**# 1729, 3888 DUKE OF YORK BLVD**  
**MISSISSAUGA, ONTARIO**  
**L5B 4P5**  
  
Purchaser Telephone(s):  
**(647) 966-6600 (H)**  
**(B)**  
  
Purchaser E-mail(s):

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**VENDOR'S SOLICITOR**  
HARRIS, SHEAFFER LLP  
Suite 610 - 4100 Yonge Street  
Toronto, Ontario M2P 2B5  
Attn: Jeffrey P. Silver

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**  
  
PER: \_\_\_\_\_  
Authorized Signing Officer  
I have the authority to bind the Corporation

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The undersigned, **SAMEER FAZAL** (collectively, the "**Purchaser**"), hereby agrees with **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "**Vendor**") to purchase the proposed residential unit noted above, substantially as outlined for identification purposes only on the floor plan attached hereto as Schedule "C", and finished substantially in accordance with the features and finishes described in Schedule "A" hereto annexed, together with **one (1)** parking unit and one (1) locker unit to be allocated by the Vendor in its sole discretion and which may be re-designated by the Vendor, in its sole discretion, being (proposed) unit(s) in the Condominium, to be registered against those lands and premises situated in the City of Mississauga, Regional Municipality of Peel, being presently comprised of a portion of Part of Lot 19, Concession 2, North of Dundas Street (hereinafter called the "**Property**"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

#### **PURCHASE PRICE:**

1. The purchase price of the Unit (the "Purchase Price") is **One Hundred Ninety-Eight Thousand Three Hundred (\$198,300.00)** DOLLARS in lawful money of Canada, inclusive of GST as set out in and subject to paragraph 6 (g) of this Agreement, payable as follows:
  - (a) to Harris, Sheaffer LLP, in Trust, (the "**Vendor's Solicitors**" or "**Escrow Agent**" or "**Trustee**") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date:
    - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
    - (ii) the sum of **Seven Thousand Nine Hundred Fifteen (\$7,915.00)** Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
    - (iii) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;
    - (iv) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser;
  - (b) the sum of **Nine Thousand Nine Hundred Fifteen (\$9,915.00)** Dollars by certified cheque or bank draft on the Occupancy Date;
  - (c) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustments hereinafter set forth;
  - (d) the Purchaser agrees to pay the sum as hereinbefore set out in sub-paragraphs 1(a) and 1(b) as deposits by cheque payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of the Taron Warranty Corporation ("**TWC**") under the provisions of a Deposit Trust Agreement ("**DTA**") with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of the *Condominium Act*, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

#### **OCCUPANCY DATE/UNIT TRANSFER DATE:**

2.
  - (a) The Purchaser shall occupy the Unit on **April 16, 2012** or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement (the "**Occupancy Date**").
  - (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "**Unit Transfer Date**").
  - (c) In the event that the Agreement is executed and accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not executed and accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgment of receipt of each of the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate the Agreement at any time thereafter upon delivery of written notice to the Purchaser.

Additional Provisions and Schedules:

Paragraphs 3 through 50 and the following Schedules are integral parts of this Agreement and are contained on subsequent pages.

Schedule "A" - Features and Finishes

Schedule "B" - Terms of Occupancy Licence

Schedule "C" - Floor Plan of Residential Unit

The Purchaser acknowledges that he or she received all pages of, schedules and addendums to this Agreement.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

**SIGNED, SEALED AND DELIVERED**  
In the Presence of:

\_\_\_\_\_  
Witness:

Purchaser's Solicitor:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

**December 04, 1986**      **537-030-538**  
Date of Birth:                      SIN:

**F09766878861204**  
Drivers License #:

Purchaser Address:  
**# 1729, 3888 DUKE OF YORK BLVD**  
**MISSISSAUGA, ONTARIO**  
**L5B 4P5**

Purchaser Telephone(s):  
**(647) 966-6600 (H)**  
**(B)**

Purchaser E-mail(s):

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**VENDOR'S SOLICITOR**  
HARRIS, SHEAFFER LLP  
Suite 610 - 4100 Yonge Street  
Toronto, Ontario M2P 2B5  
Attn: Jeffrey P. Silver

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**BANK YOUR BUCKS INCENTIVE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

1. In further consideration of the Purchaser entering into this Agreement, and provided that the Purchaser is not in default at any time under this Agreement, for a period of twelve (12) months commencing as of the Occupancy Date (the "**Banks Your Bucks Period**"), the Vendor agrees as follows:

- (i) during the period of the Purchaser’s Interim Occupancy (following within the Bank Your Bucks Period) the Vendor shall waive payment and accordingly shall not collect from the Purchaser: (i) any monthly maintenance fees forming part of the Occupancy Fee; and (ii) any estimated monthly realty taxes forming part of the Occupancy Fee as determined by the Vendor; and
- (ii) for any period following the Purchaser’s Interim Occupancy to and including the expiry of the Bank Your Bucks Period the Vendor shall credit to the Purchaser on the Statement of Adjustments on the Unit Transfer Date: (i) a sum equal to the aggregate amount of the monthly common expenses which are attributable to the Unit as set forth under the Budget Statement contained in the Condominium Documents; and (ii) a sum equal to the aggregate amount of estimated realty taxes assessed against the Unit as determined by the Vendor;

(collectively, the "**BYB Credit**").

2. Without limiting anything contained herein, the Vendor shall not be liable for any additional common expense costs arising as a result of any increase in the budget and any additional services and/or amenities being included in any subsequent budget statement(s) which were not accounted for or included as part of the original budget statement contained in the Condominium Documents delivered to the Purchaser.
3. The Vendor’s obligation to provide the BYB Credit 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 BYB Credit 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 BYB Credit 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 and amounting to no less than 20% of the Purchase Price of the Unit.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**MORTGAGE PAYMENT DECORATING ALLOWANCE INCENTIVE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

- (a) In further consideration of the Purchaser entering into this Agreement and provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser:  
A decorating allowance of **Five Thousand Five Hundred Sixty-Six Dollars (\$5,566)**. The Purchaser and Vendor acknowledge and agree that the Vendor shall credit the decorating allowance on the statement of adjustments for the Property on the Closing Date
- (b) The Vendor's obligation to provide the Decorating Allowance is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process, if this Agreement (or any interest therein) or title to the Property 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 Decorating Allowance 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 Decorating Allowance is conditional upon the Purchaser closing on the transaction contemplated under the Agreement.
- (c) The Purchaser acknowledges that pursuant to Section 16 of the Agreement, the Purchaser assigns and transfers to the Vendor all of the Purchaser's right, title and interest in and to the Rebate and authorizes and directs the relevant Governmental Authorities to pay or credit the Rebate directly to the Vendor.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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



**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**FINISHES / EXTRAS**

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

**SAMEER FAZAL** (the "Purchaser")

Suite **3206** Tower **2** Unit **6** Level **31** (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 hereto 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 its 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, within five (5) business days from so being notified. Failure to pay for said change(s) as agreed herein shall be deemed by the Vendor as the Purchaser's rescinding of 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 architects, engineers, etc., for the purpose of incorporating the Purchaser's change(s); 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/trades responsible for the item(s) so 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 prices normally charged for such item(s).
3. The change(s) requested by the Purchaser are/is as follows:
  - a.
4.
  - a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for changes will not be refunded.
  - b. If any of the extras ordered by the Purchaser remain incomplete in whole or in part on the Occupancy Date, the Vendor may provide an undertaking to complete the extra(s) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide the extra(s) or not complete the extra(s) in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Unit Transfer Date that 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 as full and final settlement of any claim the Purchaser may have with respect to the extra(s) which were not provided or are incomplete.
5. The Purchaser acknowledges that construction and/or installation of any specified change(s) may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants and agrees 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.

In witness where of I/We have hereunto set forth my/our hand(s)and seal(s) this \_\_\_\_ day of \_\_\_\_\_ **2009.**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009.**

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**MORTGAGE PAYMENT INCENTIVE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

**IN CONSIDERATION OF** the Purchaser entering into this Agreement of Purchase and Sale and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned hereby agree as follows:

1. The Purchaser shall make application(s) to such mortgage lender as the Vendor may designate (the "**Mortgagee**") within ten (10) days of being requested by the Vendor or its agents for a first mortgage to be registered against the Unit on the closing on the Unit Transfer Date (the "**Mortgage**"), based on the following payment terms:

- (a) a principal amount of not more than One Hundred Ninety-Eight Thousand Three Hundred (\$198,300.00) Dollars;
- (b) an interest rate of not more than 4.9% per annum payable on the said principal amount, calculated semi annually, not in advance;
- (c) a term of not less than 3 years;
- (d) payable in blended payments of principal and interest based on an amortization period not in excess of 35 years;

and provided that the Purchaser obtains approval for such Mortgage, and provided that the Purchaser is not now or is never in default of any of the Purchaser's obligations pursuant to the terms of the Agreement of Purchase and Sale, the Schedules attached thereto, any Amendments and/or Addendums thereto, including, but not limited to, payment of all deposits at the times and in the amounts therein stated, then the Vendor agrees to pay on behalf of the Purchaser the monthly interest component of the Mortgage (the "**Interest Component**") for the first year of the term of the Mortgage. The Vendor shall have the option and right in its sole and absolute discretion to provide the Purchaser as an adjustment on the statement of adjustments on the closing on the Unit Transfer Date an amount equal to the present value of the Interest Component for the said one year period. Without limiting anything contained herein, other than the payment of the Interest Component, the Purchaser shall be obligated to pay all other amounts payable under the Mortgage, including any fees or other charges in connection with the processing and approval of the Mortgage and furthermore the Vendor shall not be responsible for any interest charges over and above the Interest Component in the event that the principal amount of the Mortgage is in excess of \$198,300.00 or if such interest is otherwise payable on any other amounts under the Mortgage. Within Twenty (20) days prior to the Unit Transfer Date the Purchaser shall provide the Vendor with satisfactory evidence certifying that the Purchaser has arranged for and obtained approval for the Mortgage and as a condition of the Vendor's obligations herein the Purchaser shall execute on before the Unit Transfer Date such other documents or assurances as the Vendor may reasonably require in order to evidence the Purchaser's compliance with the terms herein, including without limitation the obtaining and approval of the Mortgage.

2. In the event of default by the Purchaser of the terms of the Agreement of Purchase and Sale, the Schedules attached thereto, any Amendments or Addendums thereto, the Vendor's obligations as described herein shall be at an end and all payments due under the Agreement of Purchase and Sale shall immediately become due and payable and the Vendor shall be entitled to exercise all of its rights arising from the Purchaser's default.

3. The Vendor's obligation to pay the Interest Component in accordance with the terms and conditions herein is for the sole benefit of and is personal to the Purchaser named in this Agreement of Purchase and Sale. In the event the Unit is resold during the term of the Mortgage following the Unit Transfer date, it is the Purchaser's obligation to repay to the Vendor the proportionate share of the credit or payment of the Interest Component received for the balance of the term, upon the registration of the transfer of title by the Purchaser to the new owner. In this regard, the Purchaser herein hereby undertakes and covenants to notify the Vendor of any sale of the Unit that occurs during the term of the Mortgage and to pay to the Vendor that proportionate share of the Interest Component received. This covenant shall survive the closing of this transaction.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**PARKING UNIT**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

**NOW THEREFORE** in consideration of the mutual covenants hereinafter set forth, the parties hereto agree with each other as follows:

1.    The undersigned, the Purchaser of the above-noted Residential Unit in the Corporation, agrees with the Vendor to also purchase a Parking Unit    in a location to be allocated by the Vendor in its sole and

absolute discretion, (the "**Parking Unit**") for the Purchase Price of \_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, exclusive of applicable taxes, together with its appurtenant interest in the common elements.

2.    The Purchase Price for the Parking Unit (the "**Supplemental Purchase Price**") shall be added to the Purchase Price of the Residential Unit above-noted as set forth in the Agreement of Purchase and Sale between the Undersigned and the Vendor for the Residential Unit (the "**Purchase Agreement**").

A Deposit of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars of the Supplemental Purchase Price for the Parking Unit is payable upon execution hereof, by cash or cheque as a further deposit, and the balance of the said Supplemental Purchase Price will be paid on the Closing Date as set out in the Purchase Agreement by certified cheque.

3.    The term "**Unit**" as used in the Purchase Agreement shall be amended to include in its definition the Parking Unit shown herein as being purchased by the Purchaser and the terms "**Purchase Price**" used in the Purchase Agreement shall be hereby amended to include in its definition, the Supplemental Purchase Price shown being paid herein for the Parking Unit and all the terms and conditions of the Purchase Agreement shall be amended to give effect to the foregoing, mutatis mutandis.

In all other respects, the provisions of the Purchase Agreement shall apply to the purchase of the Parking Unit and remain unamended by the execution of this Agreement.

In witness where of I/We have hereunto set forth my/our hand(s)and seal(s) this \_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

THE GRAND RESIDENCES AT PARKSIDE VILLAGE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

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

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

**SAMEER FAZAL** (the "Purchaser")

Suite **3206** Tower **2** Unit **6** Level **31** (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	Dining Chairs (4)
Bar Stools (3)	Coffee Table	Occasional Chair	42" Flat Screen Television
TV Stand			

**Den**

Desk	Chair
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**Bedroom**

Bed Frame (Queen)	Dresser (Five Drawer)	Mattress & Box Spring (Queen)	Night Stand (2)
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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 covenants and 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 herby 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 \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**EVERYONE'S A WINNER - BATHROOM FINISHES PACKAGE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

Subject to the provisions of this Addendum, the Vendor agrees to supply and install in the **ENSUITE** Bathroom

- a.       Mirrored Bathroom Vanity Medicine Cabinet as per Vendor's sample**
- b.       Rain head Showerhead as per Vendor's sample**
- c.       Jetted Tub as per Vendor's sample**
- d.       Under mount Bathroom Vanity Sink as per Vendor's sample**
- e.       1 ¼" thick marble vanity countertop as per Vendors samples**

as part of and included in the Purchase Price. (all of the above of which are herein collectively referred to as, the "**Everyone's a Winner Bathroom Package**").

The following terms, provisions or conditions must be satisfied and/or complied with:

1. Any conditions contained in the Agreement in favour of the Purchaser, which require waiver or satisfaction by the Purchaser in order to make the Agreement firm and binding, shall have been waived or satisfied in writing by the Purchaser so that the Agreement is firm and binding on the Purchaser.
2. The ten (10) day rescission period under the Act shall have expired without the Purchaser having exercised any rescission of the Agreement thereunder.
3. The Purchaser shall have produced evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance of the Purchaser Price on the Unit Transfer Date, or, in the alternative, but subject to the Vendor's approval, in its sole discretion, the Purchaser shall have delivered in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance of the Purchase price on the Unit Transfer Date.
4. In the event that the **Everyone's a Winner Bathroom Package** remains incomplete in whole or in part on the Occupancy Date, the Vendor may provide an undertaking to complete the extra(s) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide **Everyone's a Winner Bathroom Package** or not complete **Everyone's a Winner Bathroom Package** in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Statement of Adjustments on Unit Transfer Date of that portion of the amount as allocated to the item(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the extra(s) which were not provided or are incomplete.
5. The Purchaser acknowledges that construction and/or installation of any specified change(s) may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants and agrees 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. Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
  - (a) The vendor is not responsible for shade differences occurring from different dye lots including with respect to tile, carpets, hardwood flooring, kitchen cabinets, trim and bases as the case may be. Stone and wood are subject to natural variations in colour and grain. Ceramic tile, porcelain tile and carpet are subject to pattern, shade and colour variations.
  - (b) References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent or better model.
  - (c) All dimensions, if any, are approximate.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER: \_\_\_\_\_

Authorized Signing Officer  
I have the authority to bind the Corporation

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**EVERYONE'S A WINNER - BATHROOM FINISHES PACKAGE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

Subject to the provisions of this Addendum, the Vendor agrees to supply and install in the **MAIN** Bathroom

- a.       Mirrored Bathroom Vanity Medicine Cabinet as per Vendor's sample**
- b.       Rain head Showerhead as per Vendor's sample**
- c.       Jetted Tub as per Vendor's sample**
- d.       Under mount Bathroom Vanity Sink as per Vendor's sample**
- e.       1 ¼" thick marble vanity countertop as per Vendors samples**

as part of and included in the Purchase Price. (all of the above of which are herein collectively referred to as, the "**Everyone's a Winner Bathroom Package**").

The following terms, provisions or conditions must be satisfied and/or complied with:

1. Any conditions contained in the Agreement in favour of the Purchaser, which require waiver or satisfaction by the Purchaser in order to make the Agreement firm and binding, shall have been waived or satisfied in writing by the Purchaser so that the Agreement is firm and binding on the Purchaser.
2. The ten (10) day rescission period under the Act shall have expired without the Purchaser having exercised any rescission of the Agreement thereunder.
3. The Purchaser shall have produced evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance of the Purchaser Price on the Unit Transfer Date, or, in the alternative, but subject to the Vendor's approval, in its sole discretion, the Purchaser shall have delivered in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance of the Purchase price on the Unit Transfer Date.
4. In the event that the **Everyone's a Winner Bathroom Package** remains incomplete in whole or in part on the Occupancy Date, the Vendor may provide an undertaking to complete the extra(s) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide **Everyone's a Winner Bathroom Package** or not complete **Everyone's a Winner Bathroom Package** in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Statement of Adjustments on Unit Transfer Date of that portion of the amount as allocated to the item(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the extra(s) which were not provided or are incomplete.
5. The Purchaser acknowledges that construction and/or installation of any specified change(s) may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants and agrees 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. Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
  - (a) The vendor is not responsible for shade differences occurring from different dye lots including with respect to tile, carpets, hardwood flooring, kitchen cabinets, trim and bases as the case may be. Stone and wood are subject to natural variations in colour and grain. Ceramic tile, porcelain tile and carpet are subject to pattern, shade and colour variations.
  - (b) References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent or better model.
  - (c) All dimensions, if any, are approximate.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**EVERYONE'S A WINNER - HD HOME THEATRE PACKAGE**

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

**SAMEER FAZAL** (the "Purchaser")

Suite **3206** Tower **2** Unit **6** Level **31** (the "Unit")

The Vendor's and Purchaser's acceptance hereof hereby constitutes the Vendor's agreement, subject to the terms of this Addendum, to provide the items as set out below to be included in the Purchase Price and the Purchaser's agreement with the terms and conditions of the Vendor's provision of the **HD Home Theatre Package**.

**HD Home Theatre Package**

Subject to the provisions of this Addendum, the Vendor agrees to supply a **40" HD flat panel TV, Blu-Ray/DVD player and Surround Sound Speaker Set** in a colour and model as selected by the Vendor, (the "**40" HD flat panel TV, Blu Ray/DVD player and Surround Sound Speaker Set**") to the Purchaser, collectively referred to as the "**HD Home Theatre Package**" as part of and included in the Purchase Price.

The following terms, provisions or conditions must be satisfied and/or complied with:

1. Any conditions contained in the Agreement in favour of the Purchaser, which require waiver or satisfaction by the Purchaser in order to make the Agreement firm and binding, shall have been waived or satisfied in writing by the Purchaser so that the Agreement is firm and binding on the Purchaser.
2. The ten (10) day rescission period under the Act shall have expired without the Purchaser having exercised any rescission of the Agreement thereunder.
3. The Purchaser shall have produced evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance of the Purchase Price on the Unit Transfer Date, or, in the alternative, but subject to the Vendor's approval, in its sole discretion, the Purchaser shall have delivered in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance of the Purchase price on the Unit Transfer Date.
4. The Vendor's obligation to provide the HD Home Theatre Package 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 HD Home Theatre 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 HD Home Theatre Package is conditional upon all deposits payable by the Purchaser under this Agreement which are due as of the Occupancy Date having been received by and having cleared the Vendor's Escrow Agent's Trust Account and amounting to no less than 20% of the Purchase Price of the Unit.  
(all of the above of which are herein collectively referred to as, the "**HD Home Theatre Package Conditions**".)
- 5.(a) In the event the transaction contemplated in the Agreement is not completed for any reason or the Purchaser otherwise defaults under any of its obligations under this Agreement, any and all portions of the HD Home Theatre Package which have been delivered and installed in the Unit must be left in place and/or installed in the Unit in the same condition as provided to the Purchaser and the Purchaser is responsible for reimbursing the Vendor for any damage and/or destruction caused to the installed and supplied HD Home Theatre Package  
  
(b) Subject to access being provided by the Purchaser, the HD Home Theatre Package will be supplied and/or installed at a mutually agreeable date and time to be determined by the Vendor in its sole discretion. It is anticipated but in no event is it required, that the Vendor will supply and/or install the HD Home Theatre Package within a responsible period of time after the Occupancy Date, prior to the Unit Transfer Date or within reasonable period of time after the Unit Transfer Date.

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**EVERYONE'S A WINNER - HD HOME THEATRE PACKAGE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

(c) Should the HD Home Theatre Package installed and/or supplied to the Purchaser remain incomplete in whole or in part or become unavailable prior to the Occupancy Date, the Vendor may (i) provide an undertaking to provide to the Purchaser the item(s) required to complete the HD Home Theatre Package within a reasonable period of time after the Occupancy Date which the Purchaser shall accept without any holdback; or (ii) not provide the item(s) or not complete the item(s) in its sole discretion, whereupon the Vendor shall credit to the Purchaser by an adjustment on the Statement of Adjustments on the Unit Transfer Date of that portion of the amount as allocated to the item(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the purchaser may have with respect to the item(s) which were not provided or are incomplete, and the Purchaser further acknowledges that any credit(s) issued shall be based on credit(s) issued to the Vendor by the retailers, distributors or subcontractors/trades responsible for the item(s) so deleted, and in the regard the Purchaser acknowledges that said credits are calculated on contractor prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

6. The Purchaser acknowledges and agrees that the Vendor is acting merely as agent of the various sub trades with respect to such specified items and accordingly such provision and/or installation of specific items does not fall within the provisions of the Agreement, and without limiting the generality of the foregoing, is not covered by the Tarion Warranty Program.
7. The Purchaser further acknowledges and agrees that the Vendor is in no way responsible for the quality of the HD Home Theatre Package and there is no warranty of the Vendor to the Purchaser regarding the quality of the HD Home Theatre Package and any claim for warranty by the Puchaser with respect to the HD Home Theatre Package shall be made by the Purchaser directly to the manufacturer of the HD Home Theatre Package. The HD Home Theatre Package is not covered by the Tarion Warranty Program.
8. This Addendum forms part of the Agreement.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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



**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**EVERYONE'S A WINNER - IPAD AT HOME ENTERTAINMENT PACKAGE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

The Vendor's and Purchaser's acceptance hereof hereby constitutes the Vendor's agreement, subject to the terms of this Addendum, to provide the items as set out below to be included in the Purchase Price and the Purchaser's agreement with the terms and conditions of the Vendor's provision of the **iPad at Home Entertainment Package**.

**iPad at Home Entertainment Package**

Subject to the provisions of this Addendum, the Vendor agrees to supply and install, as per the Vendor's sample at a location to be determined by the Vendor in its sole discretion, one (1) iPod in-wall docking station, four (4) satellite speakers and one (1) four-channel music distribution amplifier. The Vendor agrees to supply, but not install, as per Vendor's sample one (1) iPod nano and one (1) 19" flatpanel TV (collectively referred to as the "**iPad at Home Entertainment Package**") as part of and included in the Purchase Price.

The following terms, provisions or conditions must be satisfied and/or complied with:

1. Any conditions contained in the Agreement in favour of the Purchaser, which require waiver or satisfaction by the Purchaser in order to make the Agreement firm and binding, shall have been waived or satisfied in writing by the Purchaser so that the Agreement is firm and binding on the Purchaser.
2. The ten (10) day rescission period under the Act shall have expired without the Purchaser having exercised any rescission of the Agreement thereunder.
3. The Purchaser shall have produced evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance of the Purchase Price on the Unit Transfer Date, or, in the alternative, but subject to the Vendor's approval, in its sole discretion, the Purchaser shall have delivered in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance of the Purchase price on the Unit Transfer Date.
4. The Vendor's obligation to provide the iPad at Home Entertainment Package 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 iPad at Home Entertainment 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 iPad at Home Entertainment Package is conditional upon all deposits payable by the Purchaser under this Agreement which are due as of the Occupancy Date having been received by and having cleared the Vendor's Escrow Agent's Trust Account and amounting to no less than 20% of the Purchase Price of the Unit.  
(all of the above of which are herein collectively referred to as, the "**iPad at Home Entertainment Package Incentive Conditions**".)
5. (a) In the event the transaction contemplated in the Agreement is not completed for any reason or the Purchaser otherwise defaults under any of its obligations under this Agreement, any and all portions of the iPad at Home Entertainment Package which have been installed in the Unit must be left in place and/or installed in the Unit and the iPod nano and the 19" flatpanel TV which has been supplied to the Purchaser must be returned to the Vendor by the Purchaser by leaving the said the iPod nano and the 19" flatpanel TV in the Unit in the same condition as provided to the Purchaser and the Purchaser is responsible for reimbursing the Vendor for any damage and/or destruction caused to the installed and supplied iPad at Home Entertainment Package  
  
(b) Subject to access being provided by the Purchaser, the iPad At Home Entertainment Package will be supplied and/or installed at a mutually agreeable date and time to be determined by the Vendor in its sole discretion. It is anticipated but in no event is it required, that the Vendor will supply and/or install the iPad At Home Entertainment Package within a responsible period of time after the Occupancy Date, prior to the Unit Transfer Date or within reasonable period of time after the Unit Transfer Date.

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**EVERYONE'S A WINNER - IPAD AT HOME ENTERTAINMENT PACKAGE**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

(c) Should the iPad at Home Entertainment Package installed and/or supplied to the Purchaser remain incomplete in whole or in part or become unavailable prior to the Occupancy Date, the Vendor may (i) provide an undertaking to provide to the Purchaser the item(s) required to complete the iPad at Home Entertainment Package within a reasonable period of time after the Occupancy Date which the Purchaser shall accept without any holdback; or (ii) not provide the item(s) or not complete the item(s) in its sole discretion, whereupon the Vendor shall credit to the Purchaser by an adjustment on the Statement of Adjustments on the Unit Transfer Date of that portion of the amount as allocated to the item(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the purchaser may have with respect to the item(s) which were not provided or are incomplete, and the Purchaser further acknowledges that any credit(s) issued shall be based on credit(s) issued to the Vendor by the retailers, distributors or subcontractors/trades responsible for the item(s) so deleted, and in the regard the Purchaser acknowledges that said credits are calculated on contractor prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

6. The Purchaser acknowledges and agrees that the Vendor is acting merely as agent of the various sub trades with respect to such specified items and accordingly such provision and/or installation of specific items does not fall within the provisions of the Agreement, and without limiting the generality of the foregoing, is not covered by the Tarion Warranty Program.
7. The Purchaser further acknowledges and agrees that the Vendor is in no way responsible for the quality of the iPad at Home Entertainment Package and there is no warranty of the Vendor to the Purchaser regarding the quality of the iPad at Home Entertainment Package and any claim for warranty by the Puchaser with respect to the iPad at Home Entertainment Package shall be made by the Purchaser directly to the manufacturer of the iPad at Home Entertainment Package. The iPad at Home Entertainment Package is not covered by the Tarion Warranty Program.
8. This Addendum forms part of the Agreement.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**EVERYONE'S A WINNER - KITCHEN FINISHES PACKAGE**

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

**SAMEER FAZAL** (the "Purchaser")

Suite **3206** Tower **2** Unit **6** Level **31** (the "Unit")

Subject to the provisions of this Addendum, the Vendor agrees to supply and install:

- a.             Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples**
- b.             1 ¼" Kitchen Granite Countertop as per Vendor's samples**
- c.             Under mount Kitchen Sink as per Vendor's samples**

as part of and included in the Purchase Price, (all of the above of which are herein collectively referred to as, the "**Everyone's a Winner Kitchen Package**")

The following terms, provisions or conditions must be satisfied and/or complied with:

- 1.       Any conditions contained in the Agreement in favour of the Purchaser, which require waiver or satisfaction by the Purchaser in order to make the Agreement firm and binding, shall have been waived or satisfied in writing by the Purchaser so that the Agreement is firm and binding on the Purchaser.
- 2.       The ten (10) day rescission period under the Act shall have expired without the Purchaser having exercised any rescission of the Agreement thereunder.
- 3.       The Purchaser shall have produced evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance of the Purchaser Price on the Unit Transfer Date, or, in the alternative, but subject to the Vendor's approval, in its sole discretion, the Purchaser shall have delivered in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance of the Purchase price on the Unit Transfer Date.
- 4.       In the event that the **Everyone's a Winner Kitchen Package** remains incomplete in whole or in part on the Occupancy Date, the Vendor may provide an undertaking to complete the extra(s) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide **Everyone's a Winner Kitchen Package** or not complete **Everyone's a Winner Kitchen Package** in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Statement of Adjustments on Unit Transfer Date of that portion of the amount as allocated to the item(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the extra(s) which were not provided or are incomplete.
- 5.       The Purchaser acknowledges that construction and/or installation of any specified change(s) may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants and agrees 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.       Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
  - (a)    The vendor is not responsible for shade differences occurring from different dye lots including with respect to tile, carpets, hardwood flooring, kitchen cabinets, trim and bases as the case may be. Stone and wood are subject to natural variations in colour and grain. Ceramic tile, porcelain tile and carpet are subject to pattern, shade and colour variations.
  - (b)    References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent or better model.
  - (c)    All dimensions, if any, are approximate.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**"HST"**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

**The Vendor and Purchaser covenant and agree as follows:**

1. All references in this Agreement to GST shall mean HST
2. Section 6 (g) and 6 (i) of this Agreement shall be deleted and replaced with the following:
  6. (g) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter referred to as the "**HST**"), and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to section 254 of the *Excise Tax Act* (Canada), as may be amended and the New Housing Rebate announced by the Ontario Ministry of Revenue (collectively, the "**Rebate**"), in its Information Notice dated June 2009 - No. 2 (the "**Ontario Circular**") and further warrants and confirms that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Unit Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his, her or their primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST Transitional Housing Rebate referred to in the Ontario Circular (the "**Transitional Rebate**") in connection with the Purchaser's acquisition of the Unit, save as otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Unit Transfer Date ), all requisite documents and assurances that the Vendor may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (the "**Rebate Forms**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his/her interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:
    - (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Unit Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitor may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
    - (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Unit Transfer Date;

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**"HST"**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Unit Transfer Date , an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Unit Transfer Date , the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his or her own after the Unit Transfer Date , the federal and provincial new rental housing rebates directly with CRA, pursuant to section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

(i) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Unit Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER: \_\_\_\_\_

Authorized Signing Officer  
I have the authority to bind the Corporation

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**ASSIGNMENT**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (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;
- (iv) remitting payment of the amount of Three Thousand and Five Hundred Dollars of \$3,500.00 (plus applicable GST) by certified cheque representing an administration fee payable to the Vendor for processing and for allowing such transfer or assignment;
- (v) 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; and
- (vi) that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits payable for the Unit under this Agreement to an amount equal to twenty percent (20%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the deposits having been paid do not equal such amount.

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, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER: \_\_\_\_\_

Authorized Signing Officer  
I have the authority to bind the Corporation

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**"LEASING"**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

**Notwithstanding Paragraph 17 of this Agreement**, the Purchaser acknowledges and agrees that the Vendor shall provide its consent to the Purchaser's request to lease the Residential Unit after The Confirmed Occupancy Date and prior to the Unit Transfer Date, provided:

- (a) that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price. In the event the Purchaser is in default under this Agreement of Purchase and Sale, in addition to any other rights or remedies which the Vendor may have, such deposit monies paid shall become the absolute property of the Vendor.
- (b) that the Purchaser covenants and agrees to indemnify and hold harmless the Vendor and its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the tenancy, any damage occasioned by the tenant to the Residential Unit or the balance of the Property by the tenant (inclusive of any activities of the tenant which may delay registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur as a result of the inability to terminate the tenancy following default by the Purchaser under this Agreement and termination of this Agreement.
- (c) that the Vendor shall have the right to pre-approve the form of the proposed lease which lease shall be for no less than full rental market value as at the time of submission of the draft lease. Additionally, the Purchaser shall prior to directly or indirectly listing or advertising the Residential Unit for lease, concurrent with the delivery of the Authorization to Lease (provided by the Vendor and executed by the Purchaser) and the draft lease to the Vendor, and in consideration of the Vendor granting its consent to the terms herein deliver a certified cheque in the amount of One Thousand and Five Hundred Dollars (\$1,500.00) plus applicable Goods and Services Tax thereon to the Vendor for giving its consent and to reimburse the Vendor for its own internal cost and/or cost of external counsel in reviewing the draft lease, which sum shall be non-refundable.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**PURCHASER'S ACKNOWLEDGEMENT**

**AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor/Declarant")

Sale to **SAMEER FAZAL** (the "Purchaser")

Suite **3206** Tower **2** Unit **6** Level **31** (the "Unit") and any related parking or locker units in connection therewith in the proposed condominium project being marketed and developed by the Vendor/Declarant as “The Grand Residences at Parkside Village-Tower Two” (the “**Condominium Project**”) in the City of Mississauga, Regional Municipality of Peel.

**THE UNDERSIGNED**, being the Purchaser(s) of the above-noted Residential Unit hereby acknowledge(s) having received from the Vendor/Declarant, the following documentation pertaining to the Condominium Project:

- 1. The current Disclosure Statement (including the Table of Contents).
- 2. The proposed Budget Statement for the one year period immediately following the registration of the Condominium Project and monthly common expense by unit type schedule.
- 3. The proposed Declaration.
- 4. The proposed By-Law No. 1.
- 5. The proposed By-Law No. 2 together with (draft) Three-Way Shared Facilities Agreement among the Tower Condominiums.
- 6. The proposed By-Law No. 3 together with (draft) Reciprocal Easement Cost Sharing Agreement between the Tower Condominiums and the Commercial Component.
- 7. The proposed Rules governing the use of the units and common elements.
- 8. The proposed Management Agreement.
- 9. The preliminary draft Plan of Condominium.
- 10. A copy of the Schedule which the Vendor (/Declarant) intends to deliver to the condominium corporation, pursuant to Section 43(5) (h) of the Condominium Act (Ontario), setting out what constitutes a standard unit for each class of unit.
- 11. A copy of the fully executed Agreement of Purchase and Sale by the Vendor and Purchaser.

The Purchaser hereby acknowledges that the purpose of a disclosure statement is to enable the Purchaser to review the documents which will govern this proposed Condominium Project and to make a determination as to whether the Purchaser wishes to complete the purchase and sale transaction set out in the Agreement of Purchase and Sale.

The Purchaser is hereby advised that the Purchaser is entitled to rescind the Agreement of Purchase and Sale and receive the return of the deposit monies provided for in the Agreement of Purchase and Sale without interest or deduction by delivering written notice to the Vendor or its solicitor within ten (10) days of the later of the date that the Purchaser receives the Disclosure Statement and the date that the Purchaser receives a copy of the Agreement of Purchase and Sale executed by the Vendor/Declarant and the Purchaser, being the date of this Acknowledgment.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**



Suite 3206 Tower 2  
Residential Unit No. 6 Level 31  
Floor Plan 5

THE GRAND RESIDENCES AT PARKSIDE VILLAGE

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: Amacon Development (City Center) Corp., the Vendor and INVESTICA REAL ESTATE COMPANY LTD., the Co-Operating Brokerage for selling a unit at The Grand Residences at Parkside Village (Pt Lot 19, Conc 2, North of Dundas Street, Mississauga).

This will confirm our Agreement that the Vendor will pay to the Co-Operating Brokerage a referral fee (the “Fee”) in the amount of **three percent (3%)** of the Net Purchase Price of the Unit sold to the Purchaser (the Purchase Price less applicable taxes, and excluding any monies paid for extras, upgrades & incentives) on this sale as a full co-operating fee in consideration for the first physical introduction of the Purchaser to **The Grand Residences at Parkside Village** and on successful completion of this transaction plus applicable taxes on such Fee. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Brokerage (or a Salesperson employed by the Co-Operating Brokerage) on the Purchaser’s **first** visit to the Parkside Village Sales Center and both the Purchaser and the Co-Operating Brokerage or Salesperson must register at the Vendor’s receptionist at such time and the Purchaser shall not have previously registered with the Vendor and the Purchaser shall enter into a firm and binding Agreement of Purchase and Sale with the Vendor . Without limiting the foregoing:

- (i) telephone registrations will not be valid;
- (ii) the registration will be valid for 30 days only from the clients first visit to the sales office;
- (iii) the Co-Operating Broker and/or Salesperson must accompany the Purchaser(s) during the execution of the Agreement of Purchase and Sale;

failing which, the parties agree that the Fee shall not be payable

Notwithstanding any provisions contained herein, including payments, the Fee is not earned until the final closing of this transaction on the Unit Transfer Date. The Fee, however, will be paid, as an advance, as follows:

- a) One and one half percent (1.5%) upon Ninety (90) Days after the expiry of the rescission period and waiving of any purchaser’s conditions and provided that all deposit cheques and applicable financial pre-approval of the Purchaser have been received. **A minimum of 10% of the purchase price of the unit has been cleared with the Vendor’s escrow agent’s Trust Account;**
- b) One and one half percent (1.5%) within 30 days following the final closing on the Unit Transfer Date;

The Co-Operating Brokerage must submit **separate** invoices for the commission. **Please note that the Vendor requires original invoices. No commission will be paid on faxed invoices. Please mail original invoices to: Amacon Development (City Center) Corp., Accounts Payable, 2 Harbour Street, Toronto, ON. M5J 3B1.** All questions and invoices regarding commission should be directed to the Vendor Tel. 416-369-9069.

The Co-Operating Brokerage acknowledges and agrees that neither the Co-Operating Brokerage nor any sales agent employed by the Co-Operating Brokerage is authorized by the Vendor to make any representations or promises to the Purchaser regarding **The Grand Residences at Parkside Village** project or the sale of the Unit. In this regard, the Co-Operating Brokerage covenants and agrees to indemnify and save the Vendor harmless from and against any actions, claims, demands, losses, costs, damages and expenses arising directly or indirectly as a result of any misrepresentation made by the Co-Operating Brokerage (or any sales agent employed by the Co-Operating Brokerage) to the Purchaser with respect to **The Grand Residences at Parkside Village** project or the sale of the Unit. The Co-Operating Brokerage acknowledges and agrees that the Vendor shall have the right of set-off against the Fee and any other amount payable by the Vendor to the Co-Operating Brokerage.

This Agreement shall be binding on the parties and their respective successors and assigns.

The Vendor and the Co-Operating Brokerage agree to the terms and conditions expressed in this Agreement.

NAME OF PURCHASER(S): SAMEER FAZAL

Suite 3206 Tower 2

Purchase Price:	\$198,300.00
*Net Purchase Price:	\$192,151.16
Less Incentive:	\$5,544.00
Fee (Net Commission):	The Purchase Price less applicable taxes, and excluding any monies paid for extras, upgrades & incentives

We agree to the terms and conditions as set out herein and acknowledge this date having received a true copy of this Agreement.

\*Parties agree that the Net Purchase Price and Net Commission calculation is subject to change by the Vendor at the time of closing on the Unit Transfer Date to account for any incentives, credits or other reductions in the Purchase Price granted to the Purchaser by the Vendor either at the time of the execution of the Purchase Agreement or any other time thereafter.

DATED at Mississauga, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Witness

Signature:  
Co-operating Brokerage / Sales Representative  
INVESTICA REAL ESTATE COMPANY LTD.  
AMIR MUHAMMAD

Attach Business Card Here

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Date: \_\_\_\_\_

Suite **3206** Tower **2**  
Residential Unit No. **6** Level **31**  
Floor Plan **5**

THE GRAND RESIDENCES AT PARKSIDE VILLAGE

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: Amacon Development (City Center) Corp., the Vendor and **INVESTICA REAL ESTATE COMPANY LTD.**, the Co-Operating Brokerage for selling a unit at **The Grand Residences at Parkside Village** (Pt Lot 19, Conc 2, North of Dundas Street, Mississauga).

This will confirm our Agreement that the Vendor will pay to the Co-Operating Brokerage a referral fee (the “**Fee**”) in the amount of **four percent (4%)** of the Net Purchase Price of the Unit sold to the Purchaser (the Purchase Price less applicable taxes, and excluding any monies paid for extras, upgrades & incentives) on this sale as a full co-operating fee in consideration for the first physical introduction of the Purchaser to **The Grand Residences at Parkside Village** and on successful completion of this transaction plus applicable taxes on such Fee. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Brokerage (or a Salesperson employed by the Co-Operating Brokerage) on the Purchaser’s **first** visit to the Parkside Village Sales Center and both the Purchaser and the Co-Operating Brokerage or Salesperson must register at the Vendor’s receptionist at such time and the Purchaser shall not have previously registered with the Vendor and the Purchaser shall enter into a firm and binding Agreement of Purchase and Sale with the Vendor . Without limiting the foregoing:

- (i) **telephone registrations will not be valid;**
- (ii) the registration will be valid for 30 days only from the clients first visit to the sales office;
- (iii) the Co-Operating Broker and/or Salesperson must accompany the Purchaser(s) during the execution of the Agreement of Purchase and Sale;

**failing which, the parties agree that the Fee shall not be payable**

Notwithstanding any provisions contained herein, including payments, the Fee is not earned until the final closing of this transaction on the Unit Transfer Date. The Fee, however, will be paid, as an advance, as follows:

- a) Two percent (2%) upon Ninety (90) Days after the expiry of the rescission period and waiving of any purchaser's conditions and provided that all deposit cheques and applicable financial pre-approval of the Purchaser have been received. **A minimum of 10% of the purchase price of the unit has been cleared with the Vendor’s escrow agent’s Trust Account;**
- b) Two percent (2%) within 30 days following the final closing on the Unit Transfer Date;

The Co-Operating Brokerage must submit **separate** invoices for the commission. **Please note that the Vendor requires original invoices. No commission will be paid on faxed invoices. Please mail original invoices to: Amacon Development (City Center) Corp., Accounts Payable, 2 Harbour Street, Toronto, ON. M5J 3B1.** All questions and invoices regarding commission should be directed to the Vendor Tel. 416-369-9069.

The Co-Operating Brokerage acknowledges and agrees that neither the Co-Operating Brokerage nor any sales agent employed by the Co-Operating Brokerage is authorized by the Vendor to make any representations or promises to the Purchaser regarding **The Grand Residences at Parkside Village** project or the sale of the Unit. In this regard, the Co-Operating Brokerage covenants and agrees to indemnify and save the Vendor harmless from and against any actions, claims, demands, losses, costs, damages and expenses arising directly or indirectly as a result of any misrepresentation made by the Co-Operating Brokerage (or any sales agent employed by the Co-Operating Brokerage) to the Purchaser with respect to **The Grand Residences at Parkside Village** project or the sale of the Unit. The Co-Operating Brokerage acknowledges and agrees that the Vendor shall have the right of set-off against the Fee and any other amount payable by the Vendor to the Co-Operating Brokerage.

This Agreement shall be binding on the parties and their respective successors and assigns.

The Vendor and the Co-Operating Brokerage agree to the terms and conditions expressed in this Agreement.

**NAME OF PURCHASER(S): SAMEER FAZAL**

Suite **3206** Tower **2**

Purchase Price:	\$198,300.00
*Net Purchase Price:	\$192,151.16
Less Incentive:	\$5,533.00
<b>Fee (Net Commission):</b>	<b>The Purchase Price less applicable taxes, and excluding any monies paid for extras, upgrades &amp; incentives</b>

We agree to the terms and conditions as set out herein and acknowledge this date having received a true copy of this Agreement.

\*Parties agree that the Net Purchase Price and Net Commission calculation is subject to change by the Vendor at the time of closing on the Unit Transfer Date to account for any incentives, credits or other reductions in the Purchase Price granted to the Purchaser by the Vendor either at the time of the execution of the Purchase Agreement or any other time thereafter.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009.**

\_\_\_\_\_  
Witness

Signature: \_\_\_\_\_  
Co-operating Brokerage / Sales Representative  
INVESTICA REAL ESTATE COMPANY LTD.  
AMIR MUHAMMAD

Attach Business Card Here

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

Date: \_\_\_\_\_

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: Amacon Development (City Center) Corp., the Vendor and **INVESTICA REAL ESTATE COMPANY LTD.**, the Co-Operating Brokerage for selling a unit at **The Grand Residences at Parkside Village** (Pt Lot 19, Conc 2, North of Dundas Street, Mississauga).

This will confirm our Agreement that the Vendor will pay to the Co-Operating Brokerage a referral fee (the “**Fee**”) in the amount of **five percent (5%)** of the Net Purchase Price of the Unit sold to the Purchaser (the Purchase Price less applicable taxes, and excluding any monies paid for extras, upgrades & incentives) on this sale as a full co-operating fee in consideration for the first physical introduction of the Purchaser to **The Grand Residences at Parkside Village** and on successful completion of this transaction plus applicable taxes on such Fee. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Brokerage (or a Salesperson employed by the Co-Operating Brokerage) on the Purchaser’s **first** visit to the Parkside Village Sales Center and both the Purchaser and the Co-Operating Brokerage or Salesperson must register at the Vendor’s receptionist at such time and the Purchaser shall not have previously registered with the Vendor and the Purchaser shall enter into a firm and binding Agreement of Purchase and Sale with the Vendor . Without limiting the foregoing:

- (i) **telephone registrations will not be valid;**
- (ii) the registration will be valid for 30 days only from the clients first visit to the sales office;
- (iii) the Co-Operating Broker and/or Salesperson must accompany the Purchaser(s) during the execution of the Agreement of Purchase and Sale;

**failing which, the parties agree that the Fee shall not be payable**

Notwithstanding any provisions contained herein, including payments, the Fee is not earned until the final closing of this transaction on the Unit Transfer Date. The Fee, however, will be paid, as an advance, as follows:

- a) Two and one half percent (2.5%) upon Ninety (90) Days after the expiry of the rescission period and waiving of any purchaser’s conditions and provided that all deposit cheques and applicable financial pre-approval of the Purchaser have been received. **A minimum of 10% of the purchase price of the unit has been cleared with the Vendor’s escrow agent’s Trust Account;**
- b) Two and one half percent (2.5%) within 30 days following the final closing on the Unit Transfer Date;

The Co-Operating Brokerage must submit **separate** invoices for the commission. **Please note that the Vendor requires original invoices. No commission will be paid on faxed invoices. Please mail original invoices to: Amacon Development (City Center) Corp., Accounts Payable, 2 Harbour Street, Toronto, ON. M5J 3B1.** All questions and invoices regarding commission should be directed to the Vendor Tel. 416-369-9069.

The Co-Operating Brokerage acknowledges and agrees that neither the Co-Operating Brokerage nor any sales agent employed by the Co-Operating Brokerage is authorized by the Vendor to make any representations or promises to the Purchaser regarding **The Grand Residences at Parkside Village** project or the sale of the Unit. In this regard, the Co-Operating Brokerage covenants and agrees to indemnify and save the Vendor harmless from and against any actions, claims, demands, losses, costs, damages and expenses arising directly or indirectly as a result of any misrepresentation made by the Co-Operating Brokerage (or any sales agent employed by the Co-Operating Brokerage) to the Purchaser with respect to **The Grand Residences at Parkside Village** project or the sale of the Unit. The Co-Operating Brokerage acknowledges and agrees that the Vendor shall have the right of set-off against the Fee and any other amount payable by the Vendor to the Co-Operating Brokerage.

This Agreement shall be binding on the parties and their respective successors and assigns.

The Vendor and the Co-Operating Brokerage agree to the terms and conditions expressed in this Agreement.

**NAME OF PURCHASER(S): SAMEER FAZAL**

Suite **3206** Tower **2**

Purchase Price:	\$198,300.00
*Net Purchase Price:	\$192,151.16
Less Incentive:	\$5,522.00
<b>Fee (Net Commission):</b>	<b>The Purchase Price less applicable taxes, and excluding any monies paid for extras, upgrades &amp; incentives</b>

We agree to the terms and conditions as set out herein and acknowledge this date having received a true copy of this Agreement.

\*Parties agree that the Net Purchase Price and Net Commission calculation is subject to change by the Vendor at the time of closing on the Unit Transfer Date to account for any incentives, credits or other reductions in the Purchase Price granted to the Purchaser by the Vendor either at the time of the execution of the Purchase Agreement or any other time thereafter.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

Witness

Signature: Co-operating Brokerage / Sales Representative  
INVESTICA REAL ESTATE COMPANY LTD.  
AMIR MUHAMMAD

Attach Business Card Here

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Date:

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**ASSIGNMENT**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (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;
- (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; and
- (v)      that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits payable for the Unit under this Agreement to an amount equal to twenty percent (20%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the deposits having been paid do not equal such amount.

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, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER: \_\_\_\_\_

Authorized Signing Officer  
I have the authority to bind the Corporation

**THE GRAND RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**"LEASING"**

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

**SAMEER FAZAL** (the "**Purchaser**")

Suite **3206** Tower **2** Unit **6** Level **31** (the "**Unit**")

**Notwithstanding Paragraph 17 of this Agreement**, the Purchaser acknowledges and agrees that the Vendor shall provide its consent to the Purchaser's request to lease the Residential Unit after the Confirmed Occupancy Date and prior to the Unit Transfer Date, provided:

- (a) that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price. In the event the Purchaser is in default under this Agreement of Purchase and Sale, in addition to any other rights or remedies which the Vendor may have, such deposit monies paid shall become the absolute property of the Vendor.
- (b) that the Purchaser covenants and agrees to indemnify and hold harmless the Vendor and its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the tenancy, any damage occasioned by the tenant to the Residential Unit or the balance of the Property by the tenant (inclusive of any activities of the tenant which may delay registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur as a result of the inability to terminate the tenancy following default by the Purchaser under this Agreement and termination of this Agreement.
- (c) that the Vendor shall have the right to pre-approve the form of the proposed lease which lease shall be for no less than full rental market value as at the time of submission of the draft lease. Additionally, the Purchaser shall prior to directly or indirectly listing or advertising the Residential Unit for lease, concurrent with the delivery of the Authorization to Lease (provided by the Vendor and executed by the Purchaser) and the draft lease to the Vendor, and in consideration of the Vendor granting its consent to the terms herein deliver a certified cheque in the amount of Three Hundred and Fifty Dollars (\$350.00) plus applicable Goods and Services Tax thereon to the Vendor for giving its consent and to reimburse the Vendor for its own internal cost and/or cost of external counsel in reviewing the draft lease, which sum shall be non-refundable.

DATED at **Mississauga, Ontario** this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Purchaser: **SAMEER FAZAL**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ **2009**.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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