

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

FINISHES / EXTRAS

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

ALEXANDER B. NOBLE (the "Purchaser")

Suite **2806** Tower **Elle** Residential Unit **5 Level 24** (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 by certified cheque only, 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) which shall be payable on demand; and
 - d. any credit(s) issued to the Purchaser as a result of item(s) to be deleted, shall be based on credit(s) issued to the Vendor by the subcontractors/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. **The Vendor agrees to supply and install Front Loading Stacking Washer Dryer as per Vendor's samples at no additional cost.**
- b. **The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples at no additional cost.**
- c. **The Vendor agrees to supply and install engineered hardwood flooring in the den as per Vendors samples at no additional cost.**
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 and the Purchaser further acknowledges that any credits issue shall be based on credits issued to the Vendor by the subcontractors/trades responsible for the items 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).

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. The Purchaser Acknowledges that the Vendor is acting merely as Agent of the various Sub Trades with respect to such specified changes and accordingly such construction and or installation of specific changes 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.

In witness where of I/We have hereunto set forth my/our hand(s) and seal(s) this 21 day of November, 2010.



Witness:



Purchaser: **ALEXANDER B. NOBLE**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 22 day of November, 2010.

Amakon Development (Hurontario) Corp.



PER:

Authorized Signing Officer
I have the authority to bind the Corporation