

**ADDENDUM TO SCHEDULE "B" FEATURES AND FINISHES
OF THE
AGREEMENT OF PURCHASE AND SALE**

PENTHOUSE FEATURES AND FINISHES

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

ONE4903

HESHAM B,O EL-MADAH (the "Purchaser")

Suite **4903** Tower **ONE** Unit **3** Level **48** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

The following features and finishes are included in the Purchase Price and where applicable shall replace and supersede any standard items as otherwise set out under Schedule "B".

SUITE FEATURES

- Pre-finished engineered hardwood flooring in main living areas; living room, dining room, kitchen, entry, den and hallway, as per plans from Vendor's Penthouse sample packages
- Carpet with foam under pad in bedroom(s), as per plans and from Vendor's standard sample package
- Bi-pass mirror closet doors, as per plans, where applicable
- Oversized baseboards and casing throughout

KITCHEN,

- Pre-finished engineered hardwood flooring in kitchen as per plans from Vendor's Penthouse sample packages
- Thick quartz countertop and backsplash from Vendor's Penthouse sample packages
- Appliance package consisting of; stainless steel self-cleaning range with a ceran electric cooktop, stainless steel built in hood fan, built in refrigerator, stainless steel dishwasher and built in stainless steel microwave.
- Upper cabinet under mounted lighting

BATHROOMS

- Cabinets from Vendor's Penthouse sample packages
- Thick marble vanity countertop from Vendor's Penthouse sample packages
- Jetted tub and enclosed shower stall in master ensuite, as per plans, where applicable
- Low flush toilets

LAUNDRY

- Front loading stacking washer/ dryer

Dated at **Mississauga, Ontario** this 14 day of March **2015**.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Purchaser - HESHAM B,O EL-MADAH

Accepted at TORONTO this 20 day of MARCH **2015**.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____ c/s

Authorized Signing Officer
I have the authority to bind the Corporation.

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

COMPACT CENTRAL VACUUM SYSTEM PACKAGE INCENTIVE

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

HESHAM B,O EL-MADAH (the "Purchaser")

Suite **4903** Tower **ONE** Unit **3** Level **48** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor on (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

The Vendor agrees to provide the items set out below to be included in the Purchase Price:

Compact Central Vacuum System Package

Subject to the provisions of this amendment, the Vendor agrees to supply and install, as per Vendor's samples in a location in the Suite to be determined by the Vendor in its sole discretion, one (1) compact central vacuum system unit, one (1) wall inlet and one (1) vac pan. The Vendor shall also supply, but not install, as per Vendor's samples, one (1) brush set kit including one (1) 35' long flexible hose, one (1) combo powerhead, telescope wand and tool set (collectively referred to as the "**Compact Central Vacuum System Package**"), on the following terms:

1. Provided the Agreement is fully executed and firm and binding on the parties;.
2. The ten (10) day rescission period under the Condominium Act 1998 has expired and the Purchaser has not exercised its right of rescission thereunder.
3. The Purchaser has produced evidence of mortgage pre-approval issued by a financial institution or other mortgagee acceptable to the Vendor, confirming that the said financial institution or mortgagee is willing to advance funds to the Purchaser sufficient to pay the balance due on Closing, or, in the alternative, other evidence satisfactory to the Vendor, in its sole discretion, that the Purchaser will have sufficient funds to pay the balance due on Closing.
4. The Vendor's obligation to provide the Compact Central Vacuum System 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 this amendment for a Compact Central Vacuum System Package shall automatically terminate without notice or any further process if the Purchaser defaults under the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Compact Central Vacuum System Package is conditional upon all Deposits payable by the Purchaser under the Agreement which are due as of the Occupancy Date having been received by and having cleared the Vendor's Solicitor'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 "**Compact Central Vacuum System Package Conditions**").
5. (a) In the event the transaction contemplated by the Agreement is not completed for any reason or the Purchaser defaults under the Agreement, all components of the Compact Central Vacuum System Package installed in or delivered to the Unit must be restored to the Unit and left in the Unit where originally installed in their original condition. The Purchaser is responsible for reimbursing the Vendor for any damage and/or destruction caused to the installed and/or supplied Compact Central Vacuum System Package.

(b) The Compact Central Vacuum System 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 required) that the Vendor will supply and/or install the Compact Central Vacuum System Package by the Closing Date.

(c) Should the Compact Central Vacuum System Package installed and/or supplied to the Purchaser be incomplete or become unavailable prior to the Closing Date, the Vendor may (i) provide an undertaking to complete the delivery and/or installation of the Compact Central Vacuum System Package within a reasonable period of time after the Closing Date, which the Purchaser shall accept without any holdback or delay; or (ii) may elect, in its sole discretion, not to complete the item(s). In such event, the Vendor shall credit the Purchaser with an adjustment on the Statement of Adjustments on Closing with an amount determined by the Vendor, in its sole discretion, representing the estimated value of the incomplete item(s), which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the incomplete item(s);

The Purchaser acknowledges that any credit(s) so issued shall be based on credit(s) issued to the Vendor by the supplier or trade responsible for the incomplete item(s) and in this regard the Purchaser acknowledges that said credits are calculated based on contractor prices on a bulk basis and may be less than retail prices normally charged for such item(s).




6. The Purchaser expressly acknowledges and agrees that the Vendor is acting merely as agent of the various trade or supplier with respect to such items and accordingly the provision and/or installation of same is in addition to the provisions of the Agreement, and without limiting the generality of the foregoing, such items are not covered by the Taron Warranty Program.
7. The Purchaser further acknowledges and agrees that the Vendor is in no way responsible for the quality of the Compact Central Vacuum System and there is no warranty of the Vendor to the Purchaser regarding the quality of the Compact Central Vacuum System and any claim for warranty by the Purchaser with respect to same shall be made by the Purchaser directly to the manufacturer of the Compact Central Vacuum System. The Compact Central Vacuum System is not covered by the Taron Warranty Program.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

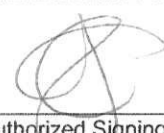
DATED at Mississauga, Ontario this 19 day of March 2015.


Witness:


Purchaser: HESHAM B,O EL-MADAH

DATED at TORONTO this 20 day of MARCH 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

HESHAM B,O EL-MADAH (the "Purchaser")

Suite **4903** Tower **ONE** Unit **3** Level **48** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

1. **Insert:**

(a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of **Twenty Thousand Dollars (\$20,000.00)** on the Statement of Adjustments for Closing.

(b) This Decorating Allowance is personal to the Purchaser, 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).

(c) 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 the transaction contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 19 day of March 2015.

Witness:

Purchaser: **HESHAM B,O EL-MADAH**

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 20 day of MARCH 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

HESHAM B,O EL-MADAH (the "Purchaser")

Suite **4903** Tower **ONE** Unit **3** Level **48** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), as requested by the Purchaser and set out in below (the "Change Order") subject to the following terms and conditions:
 - a. The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser in writing the cost of the Change Order within fifteen (15) days of the date hereof;
 - b. The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
 - c. All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s) shall be payable by the Purchaser and included in the Change Order; and
2. The change(s) requested by the Purchaser are/is as follows:
 - a. **The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional cost.**
 - b. **The Vendor agrees to supply and install engineered hardwood flooring as per Vendors samples at no additional cost; including areas such as the living room, dining room, hallway, bedrooms, and Den (if applicable) as per Floorplan.**
3.
 - a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.
 - b. If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.
4. The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. In such event, the Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Taron in connection with same.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 19 day of March 2015.

Witness: _____

Purchaser: **HESHAM B,O EL-MADAH**

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 20 day of MARCH 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _____

Authorized Signing Officer
I have the authority to bind the Corporation