

☐ Supplemental WKST
☐ Cheques
☐ PASS



DEAL INFORMATION CHECK LIST

initiation
INITIATION | MARKETING INSIGHTS

SALE DATE: Apr 04 2011 FIRM DATE: Apr 26 2011

OCCUPANCY DATE: _____ CLOSING DATE: _____

SUITE: 3301 RESIDENTIAL UNIT: 01 LEVEL: 32 FLOORPLAN: Oak

PURCHASER(S) DETAILS (Check box if Rec'd)

PURCHASERS ID DOCUMENT(S): 1ST ☒ 2ND ☐ 3RD ☐

PURCHASERS SIN NO.: 1ST ☐ 2ND ☐ 3RD ☐

MORTGAGE DOCUMENTATION: ☐

SOLICITORS INFORMATION: ☐

ECONOMIC VIABILITY DATE: (D/M/Y) 03/16/09

DEPOSIT CHEQUES (PAYABLE TO HARRIS-SHEAFFER LLP IN TRUST)

*Check box if Received

WITH OFFER ☒ 2ND ☒ 3RD ☒ 4TH ☒ 5TH ☐

DEAL INCLUSIONS (Check box if / when included)

MANDATORY Documents:

Front Two Pages: Deposit Structure at 20%

Schedule C:

HST Addendum: Not Applicable for T3

Purchaser's Acknowledgement:

Fintrac Form

Broker Agreement/Bus. Card (if applicable):

☒	☒	☐	☐	☐	☐	☐	☐	☐	☐	OTHER	☐	Details of structure below

3% ☐ 4% ☐ 5% ☐ +0.5% ☐

ADDITIONAL ADDENDUMS and AMENDMENTS included (Please List)

Deposit (120-365)
5000 cash back
stainless steel app
assignment no charge

Brokerage:

Co-operating Agent:

April 5th 1pm



WORKSHEET

Agent
Amir
Amir

Date of Offer: APR, 04, 2011 IN2ITION Salesperson: _____ Level No.: _____ Unit No.: _____

Suite Number: 3301 Tower: 3 Floorplan: _____

PURCHASE PRICE & DEPOSITS:

Purchase Price: \$ 298,400

1st Deposit: \$2,000.00 with Agreement

2nd Deposit: Balance to 5% in 30 days

3rd Deposit: 5% in 90 days

4th Deposit: 5% in 365 days

5th Deposit: Total to 20% on occupancy

Date: May 04 2011
Date: July 04 2011
Date: Apr 04 2012
Date: Dec 16 2013

PLEASE MAKE CHEQUES PAYABLE TO HARRIS, SHEAFFER LLP in Trust

SPECIAL INSTRUCTIONS - AMENDMENTS, ADDENDUMS, CONDITIONS:

S/S Appliances
Assignment - No Charge
5,000 CB

PURCHASER #2

PURCHASER #1

Samir J. Benjamin
First, Middle & Last Name

07/27/64 S.I.N. _____

B2542-68756-40727 2014/07/27
Date of Birth: (M/D/Y) Expiry Date

Drivers License #

225 Killian Rd. Suite # _____
Address

Maple 16A1A9
City Postal Code

9058323913 416 2407710
Residence Phone Business Phone

Fax Number _____
Email Address: Benjamin@Rogers.com

First, Middle & Last Name _____
Date of Birth: (M/D/Y) S.I.N. _____
Drivers License # _____ Expiry Date _____
Address _____ Suite # _____
City _____ Postal Code _____
Residence Phone _____ Business Phone _____
Fax Number _____
Email Address _____

PURCHASER'S SOLICITOR

Solicitor's Name _____ Firm _____
Address _____ Postal Code _____ Suite No. _____
City _____
Phone Number _____ Fax Number _____ Email _____

PURCHASER PROFILE: to be completed by agent/sign-up person

Did you register through the Web? _____ End User or Investor? _____

How did you hear about us? _____ Profession: _____

How many dependents are living with you? _____ Dependents Ages: _____ Marital Status: _____

Exclusive Broker: indition

LOCATION | MARKETING INSIGHTS

LIFEATPARKSIDE.COM

AMACON
LIVE WELL

MARCH 15TH 2011 - APRIL 6TH 2011



For Internal Use Only

Date of Offer: Apr 4/2011 IN2ITION Salesperson: —
Suite Number: 3301 Tower: 3 Floorplan: Oak Level No.: 32 Unit No.: 01

Please check off one of the following, if YES continued to the section below.

Associated Co-operating Agent:

☒ YES ☐ NO

Broker Co-operation Information Sheet

In2ition Status of Co-operating Agent:

General ☐

VIP ☐

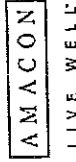
Exclusive ☒

Commission Rate Offered: 5%.

Attach Business Card Here
Ara Margos

OFFER NOTES:

Exclusive Broker: *indition*
IN2ITION | MARKETING INSIGHTS



NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed.

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: 465 Burnhamthorpe Rd West, Mississauga, Ontario

The Park Residences, Tower at Parkside Village

Residential Unit # 01 Level # 32 Suite # 3301

Sales Representative/Broker Name: Indation

Date: Apr 11 2011

A. Verification of Individual

NOTE: This section must be completed for clients that are individuals or unrepresented individuals who are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where an unrepresented individual refuses to provide identification after reasonable efforts are made to verify that identification, a REALTOR® must keep a record of that refusal and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves property from the proceeds of crime, or terrorist activity. Where you are using an agent or mandatory to verify an individual, see procedure described in CREA's FINTRAC Compliance booklet.

1. **Full legal name of individual:** Samir J. Benjamin

2. **Address:** 225 Killian Rd
Maple, Ont. L6A 1A8

3. **Date of Birth:** July 24 1964

4. **Nature of Principal Business or Occupation:**

5. **Type of Identification Document*:** Driver's Licence

(must view the original, see below for list of acceptable documents)

6. **Document Identifier Number:** B2542-68756-40727

7. **Issuing Jurisdiction:** Ont

(Provincial, Territorial, or Federal Government)

8. **Document Expiry Date:**

(must be valid and not expired)

*Acceptable identification documents: birth certificate, driver's licence, provincial health insurance card (not acceptable if from Ontario, Manitoba or Prince Edward Island), passport, record of landing, permanent resident card, old age security card, a certificate of Indian status, or SIN card (although SIN numbers are not to be included on any report sent to FINTRAC). Other acceptable identification documents: provincial or territorial identification card issued by the Insurance Corporation of British Columbia, Alberta Registries, Saskatchewan Government Insurance, the Department of Service Nova Scotia and Municipal Relations, the Department of Transportation and Public Works of the Province of Prince Edward Island, Service New Brunswick, the Department of Government Services and Lands of the Province of Newfoundland and Labrador, the Department of Transportation of the Northwest Territories or the Department of Community Government and Transportation of the Territory of Nunavut. If identification document is from a foreign jurisdiction, it must be equivalent to one of the above identification documents.

THE PARK RESIDENCES AT PARKSIDE VILLAGE

PURCHASER'S ACKNOWLEDGEMENT

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

Sale to **SAMIR J BENJAMEN** (the "Purchaser")

Suite **3301** Tower **3** Unit **1** Level **32** (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 Park Residences at Parkside Village-Tower Three" (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:

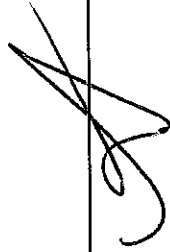
1. The current Disclosure Statement (including the Table of Contents).
2. The proposed Budget Statement for the one year period immediately following the registration of the Condominium Project and monthly common expense by unit type schedule.
3. The proposed Declaration.
4. The proposed By-Law No. 1.
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 16 day of April 2011.

Witness:



Purchaser: **SAMIR J BENJAMEN**



THE PARK RESIDENCES AT PARKSIDE VILLAGE

AGREEMENT OF PURCHASE AND SALE

The undersigned, **SAMIR J BENJAMEN** (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 **Two Hundred Ninety-Eight Thousand Four Hundred (\$298,400.00)** DOLLARS in lawful money of Canada, inclusive of HST 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 **Twelve Thousand Nine Hundred Twenty (\$12,920.00)** 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 **Fourteen Thousand Nine Hundred Twenty (\$14,920.00)** 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 **Fourteen Thousand Nine Hundred Twenty (\$14,920.00)** 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 **Fourteen Thousand Nine Hundred Twenty (\$14,920.00)** 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 Tarrion 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 **December 16, 2013** 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.

☐ Supplemental WKST
☐ Cheques
☐ PASS



DEAL INFORMATION CHECK LIST

initiation
INITIATION | MARKETING INSIGHTS

SALE DATE: Apr 04 2011 FIRM DATE: Apr 26 2011

OCCUPANCY DATE: _____ CLOSING DATE: _____

SUITE: 3301 RESIDENTIAL UNIT: 01 LEVEL: 32 FLOORPLAN: Oak

PURCHASER(S) DETAILS (Check box if Rec'd)

PURCHASERS ID DOCUMENT(S): 1ST ☒ 2ND ☐ 3RD ☐

PURCHASERS SIN NO.: 1ST ☐ 2ND ☐ 3RD ☐

MORTGAGE DOCUMENTATION: ☐

SOLICITORS INFORMATION: ☐

ECONOMIC VIABILITY DATE: (D/M/Y) 03/16/09

DEPOSIT CHEQUES (PAYABLE TO HARRIS-SHEAFFER LLP IN TRUST)

*Check box if Received

WITH OFFER ☒ 2ND ☒ 3RD ☒ 4TH ☒ 5TH ☐

DEAL INCLUSIONS (Check box if / when included)

MANDATORY Documents:

Front Two Pages: Deposit Structure at 20%

Schedule C:

HST Addendum: Not Applicable for T3

Purchaser's Acknowledgement:

Fintrac Form

Broker Agreement/Bus. Card (if applicable):

☒	☒	☐	☒	☒	☐	☐	☐	OTHER	☐	Details of structure below

3% ☐ 4% ☐ 5% ☐ +0.5% ☐

ADDITIONAL ADDENDUMS and AMENDMENTS included (Please List)

Deposit (120-365)
5000 cash back
Stainless Steel App
assignment no charge

Brokerage: _____

Co-operating Agent: _____



For Internal Use Only

Date of Offer: Apr 4/2011 IN2ITION Salesperson: —
Suite Number: 3301 Tower: 3 Floorplan: Oak Level No.: 32 Unit No.: 01

Please check off one of the following, if YES continued to the section below.

Associated Co-operating Agent:

☒ YES ☐ NO

Broker Co-operation Information Sheet

In2ition Status of Co-operating Agent:

General ☐

VIP ☐

Exclusive ☒

Commission Rate Offered: 5%.

Attach Business Card Here
Ara Margos

OFFER NOTES:

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed.

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: 465 Burnhamthorpe Rd West, Mississauga, Ontario

The Park Residences Tower at Parkside Village

Residential Unit # 01 Level # 32 Suite # 3301

Sales Representative/Broker Name: Indation

Date: Apr 11 2011

A. Verification of Individual

NOTE: This section must be completed for clients that are individuals or unrepresented individuals who are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where an unrepresented individual refuses to provide identification after reasonable efforts are made to verify that identification, a REALTOR® must keep a record of that refusal and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves property from the proceeds of crime, or terrorist activity. Where you are using an agent or mandatory to verify an individual, see procedure described in CREA's FINTRAC Compliance booklet.

1. **Full legal name of individual:** Samir J. Benjamin.
2. **Address:** 225 Killian Rd
Maple, Ont. L6A 1A8
3. **Date of Birth:** July 24 1964
4. **Nature of Principal Business or Occupation:**
5. **Type of Identification Document*:** Driver's Licence
(must view the original, see below for list of acceptable documents)
6. **Document Identifier Number:** B2542-68756-40727
7. **Issuing Jurisdiction:** Ont
(Provincial, Territorial, or Federal Government)
8. **Document Expiry Date:**
(must be valid and not expired)

*Acceptable identification documents: birth certificate, driver's licence, provincial health insurance card (not acceptable if from Ontario, Manitoba or Prince Edward Island), passport, record of landing, permanent resident card, old age security card, a certificate of Indian status, or SIN card (although SIN numbers are not to be included on any report sent to FINTRAC). Other acceptable identification documents: provincial or territorial identification card issued by the Insurance Corporation of British Columbia, Alberta Registries, Saskatchewan Government Insurance, the Department of Service Nova Scotia and Municipal Relations, the Department of Transportation and Public Works of the Province of Prince Edward Island, Service New Brunswick, the Department of Government Services and Lands of the Province of Newfoundland and Labrador, the Department of Transportation of the Northwest Territories or the Department of Community Government and Transportation of the Territory of Nunavut. If identification document is from a foreign jurisdiction, it must be equivalent to one of the above identification documents.

THE PARK RESIDENCES AT PARKSIDE VILLAGE

PURCHASER'S ACKNOWLEDGEMENT

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

Sale to **SAMIR J BENJAMEN** (the "Purchaser")

Suite **3301** Tower **3** Unit **1** Level **32** (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 Park Residences at Parkside Village-Tower Three" (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:

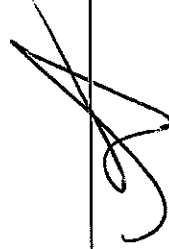
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3. The proposed Declaration.
4. The proposed By-Law No. 1.
5. The proposed By-Law No. 2 together with (draft) Three-Way Shared Facilities Agreement among the Tower Condominiums.
6. The proposed By-Law No. 3 together with (draft) Reciprocal Easement 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 16 day of April 2011.

Witness:



Purchaser: **SAMIR J BENJAMEN**



THE PARK RESIDENCES AT PARKSIDE VILLAGE
AGREEMENT OF PURCHASE AND SALE

The undersigned, **SAMIR J BENJAMEN** (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 **Two Hundred Ninety-Eight Thousand Four Hundred (\$298,400.00)** DOLLARS in lawful money of Canada, inclusive of HST as set out in and subject to paragraph 6 (g) of this Agreement, payable as follows:

- (a) to Harris, Sheafter 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 **Twelve Thousand Nine Hundred Twenty (\$12,920.00)** 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 **Fourteen Thousand Nine Hundred Twenty (\$14,920.00)** 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 **Fourteen Thousand Nine Hundred Twenty (\$14,920.00)** 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 **Fourteen Thousand Nine Hundred Twenty (\$14,920.00)** 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 Warrantly 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 **December 16, 2013** 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

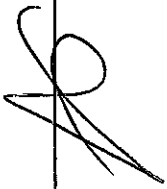
Schedule "C" - Floor Plan of Residential Unit

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

DATED at Mississauga, Ontario this 11 day of April 2011.

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:  **SAMIR J BENJAMEN**

July 27, 1964

Date of Birth:

--
SIN:

B2542-68756-40727

Drivers License #:

Purchaser's Solicitor:

Purchaser Address:
**225 KILLIAN ROAD
MAPLE, ONTARIO
L6A 1A8**

Purchaser Telephone(s):
**(905) 832-3913 (H)
(416) 240-7710 (B)**

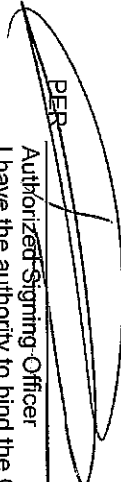
Purchaser E-mail(s):
benjamin@rogers.com

DATED at Mississauga this 12th day of April 2011.

VENDOR'S SOLICITOR

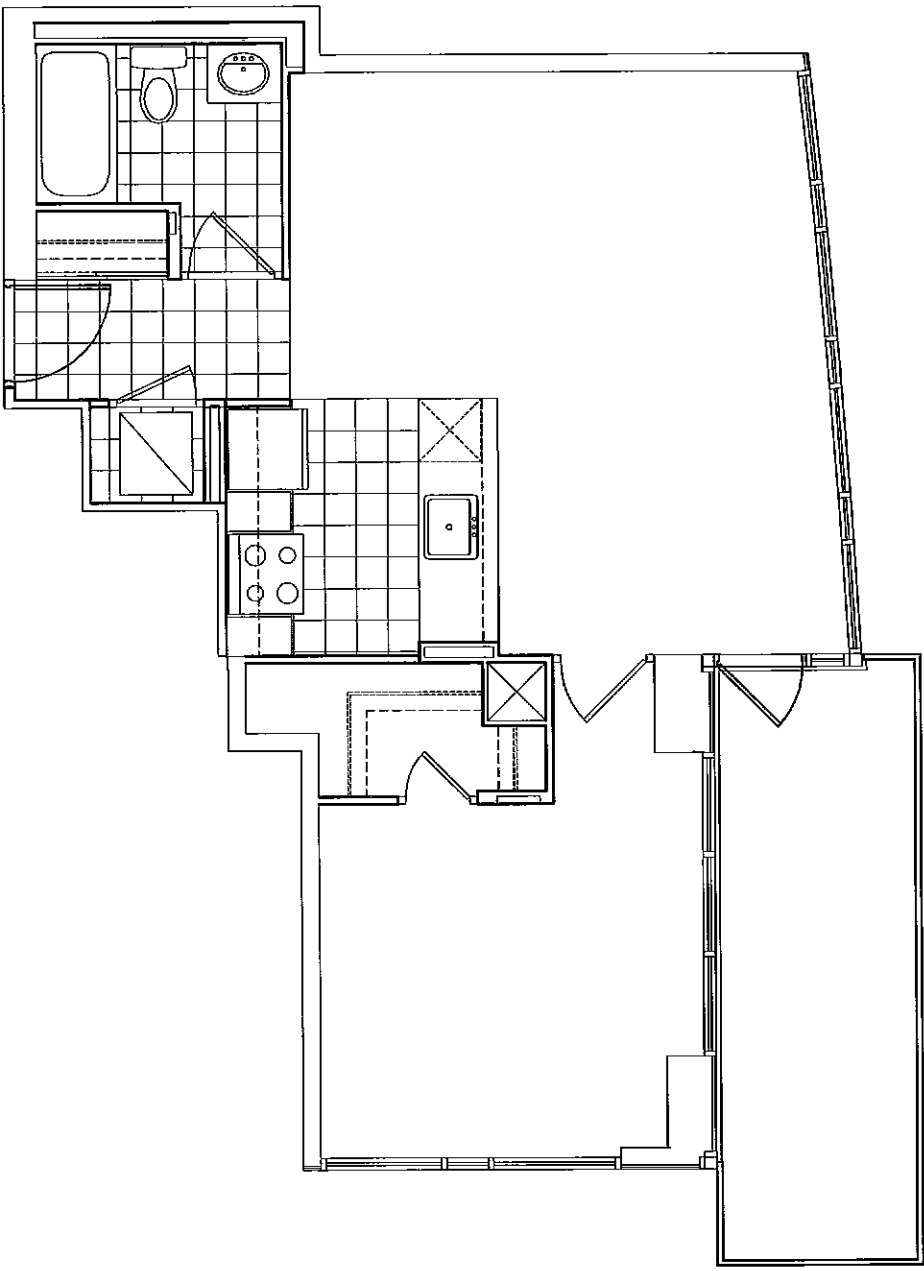
**HARRIS, SHEAFFER LLP
Suite 610 - 4100 Yonge Street
Toronto, Ontario M2P 2B5
Attn: Jeffrey P. Silver**

AMACON DEVELOPMENT (CITY CENTRE) CORP.

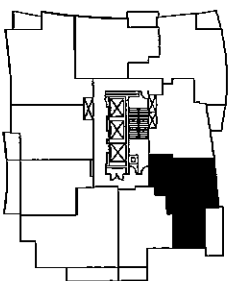

PER _____
Authorized Signing Officer

I have the authority to bind the Corporation

SCHEDULE "C"
TO AGREEMENT OF
PURCHASE AND SALE
Unit 1 , Level 32 , Suite 3301



KEY PLAN



This plan is not to be scaled and is subject to architectural review and revision, including, without limitation, the Unit being constructed with a layout that is the reverse of that set out above. All details and dimensions, if any, are approximate, and subject to change without notice in order to comply with building site conditions, and municipal, structural and Vendor and / or architectural requirements. Floor plans and dimensions, if any, are subject to change without notice. Balconies and Terraces are exclusive use common elements, shown for display purposes only and location and size are subject to change without notice. Materials and specifications are as per vendor's samples and are subject to change without notice. Window size and type may vary.

E.&O.E.



Purchaser's Initials S.T.B
Purchaser's Initials _____
Vendor's Initials PH

**THE PARK RESIDENCES AT PARKSIDE VILLAGE
AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE**

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

SAMIR J BENJAMEN (the "Purchaser")

Suite **3301** Tower **3** Unit **1** Level **32** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE:

PARAGRAPH 1 (a)

(iv) the sum of Fourteen Thousand Nine Hundred Twenty (\$14,920.00) 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;

INSERT:

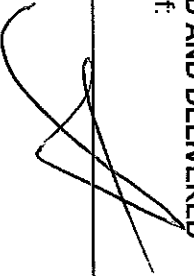
PARAGRAPH 1 (a)

(iv) the sum of Fourteen Thousand Nine Hundred Twenty (\$14,920.00) 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;

Dated at **Mississauga, Ontario** this 11 day of April 2011.

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness



Purchaser - **SAMIR J BENJAMEN**



Accepted at Mississauga this 12th day of April 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.



Per: _____

c/s

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

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

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

SAMIR J BENJAMEN (the "Purchaser")

Suite **3301** Tower **3** Unit **1** Level **32** (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 Dollars (\$5,000)**. 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 Unit Transfer 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 paragraph 6 (g), 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 11 day of April 2011.

Witness: 


Purchaser: **SAMIR J BENJAMEN**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 12 day of April 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

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

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

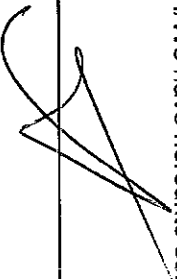
SAMIR J BENJAMEN (the "Purchaser")

Suite **3301** Tower **3** Unit **1** Level **32** (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. **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.**
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 11 day of April 2011.

Witness:



Purchaser: **SAMIR J BENJAMEN**



THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 12 day of April 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.



Authorized Signing Officer
I have the authority to bind the Corporation

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

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

SAMIR J BENJAMEN (the "Purchaser")

Suite **3301** Tower **3** Unit **1** Level **32** (the "Unit")

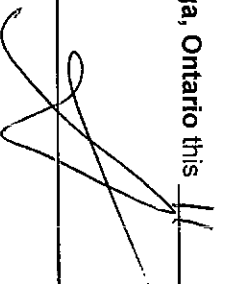
Notwithstanding Paragraph 17 of this Agreement, the Vendor hereby consents to one assignment and transfer by the Purchaser of his/her interest under this Agreement or in the Unit, at any time after the confirmed Occupancy Date and prior to the Unit Transfer Date, subject to the following conditions:

- (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 11 day of April 2011.

Witness:



Purchaser: **SAMIR J BENJAMEN**



THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 12 day of April 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer

I have the authority to bind the Corporation

SAMIR BENJAMIN
JACKLINE MAMISA
RETTA JEBRAEL

062

DATE 20110404
Y Y Y Y M M D D

PAY TO THE ORDER OF **Harris Sheaffer LLP, In Trust** \$ 2000.00

Two Thousand and no/100 DOLLARS

☐ Security features included.
☐ Details on back.

TD Canada Trust
1-154 WOODBRIDGE AVENUE
VAUGHAN, ONTARIO L4L 2S7

MEMO

T-3 SHEFFER OAK
Am. 3301


MP

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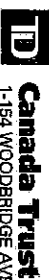
SAMIR BENJAMEN
JACKLINE MAMISA
RETTA JEBRAEL

066

DATE 20110511
Y Y Y Y M M D D

PAY TO THE ORDER OF Harris, Sheaffer LLP, in Trust

\$ 12,920.00



1-154 WOODBRIDGE AVENUE
VAUGHAN, ONTARIO L4L 2S7

MEMO

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Security feature
indicated.
Details on back.

SAMIR BENJAMEN
JACKLINE MAMISA
RETTA JEBRAEL

068

DATE 20120412
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PAY TO THE ORDER OF Harris, Sheaffer LLP, in Trust

\$ 14,920.00



1-154 WOODBRIDGE AVENUE
VAUGHAN, ONTARIO L4L 2S7

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SAMIR BENJAMEN
JACKLINE MAMISA
RETTA JEBRAEL

067

DATE 20110711
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PAY TO THE ORDER OF Harris, Sheaffer LLP, in Trust

\$ 14,920.00



1-154 WOODBRIDGE AVENUE
VAUGHAN, ONTARIO L4L 2S7

MEMO

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CONCLUSIONS

ON MYITTING

SAVING

BENJAMIN

WOMEN

NO

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