

# THE PARK RESIDENCES AT PARKSIDE VILLAGE PURCHASER'S ACKNOWLEDGEMENT

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

Sale to **AYMAN A. KANANA and RANDA O.M. SALHAYAH** (the "Purchaser")

Suite **PH-6 Tower 3 Unit 6 Level 36** (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 July 2011.

Witness:

Witness:

Purchaser: **AYMAN A. KANANA**

Purchaser: **RANDA O.M. SALHAYAH**

Suite PH-6 Tower 3  
Residential Unit No. 6 Level 36  
Floor Plan PH-6 PR

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

The undersigned, **AYMAN A. KANANA** (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 **Five Hundred Eighty-Seven Thousand Nine Hundred (\$587,900.00)** 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 **Twenty-Seven Thousand Three Hundred Ninety-Five (\$27,395.00)** 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 **Twenty-Nine Thousand Three Hundred Ninety-Five (\$29,395.00)** 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 **Twenty-Nine Thousand Three Hundred Ninety-Five (\$29,395.00)** 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 **Twenty-Nine Thousand Three Hundred Ninety-Five (\$29,395.00)** 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.

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

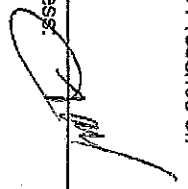
Schedule "C" - Floor Plan of Residential Unit

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

DATED at Mississauga, Ontario this 12 day of July 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: AYMAN A. KANANA 

July 12, 1967

513 - 427 - 765

Date of Birth:

SIN:

K0380-07116-70712

Drivers License #:

Purchaser's Solicitor:

Larry R. Plener, Solicitor on Records

c/o Vanida

1645 Dundas Street West

Mississauga, Ontario L5C 1E3

Tel 905-270-8840 ext 360

Fax 905-306-1044

Email: vanida@rogers.com

Purchaser Address:  
649 SAVOLINE BLVD.  
MILTON, ONTARIO

L9T 0N2

Purchaser Telephone(s):  
(647) 961-6207 (H)

(B)

Purchaser E-mail(s):

DATED at Toronto this 13 day of July 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

VENDOR'S SOLICITOR

HARRIS, SHEAFFER LLP

Suite 610 - 4100 Yonge Street

Toronto, Ontario M2P 2B5

Attn: Jeffrey P. Silver

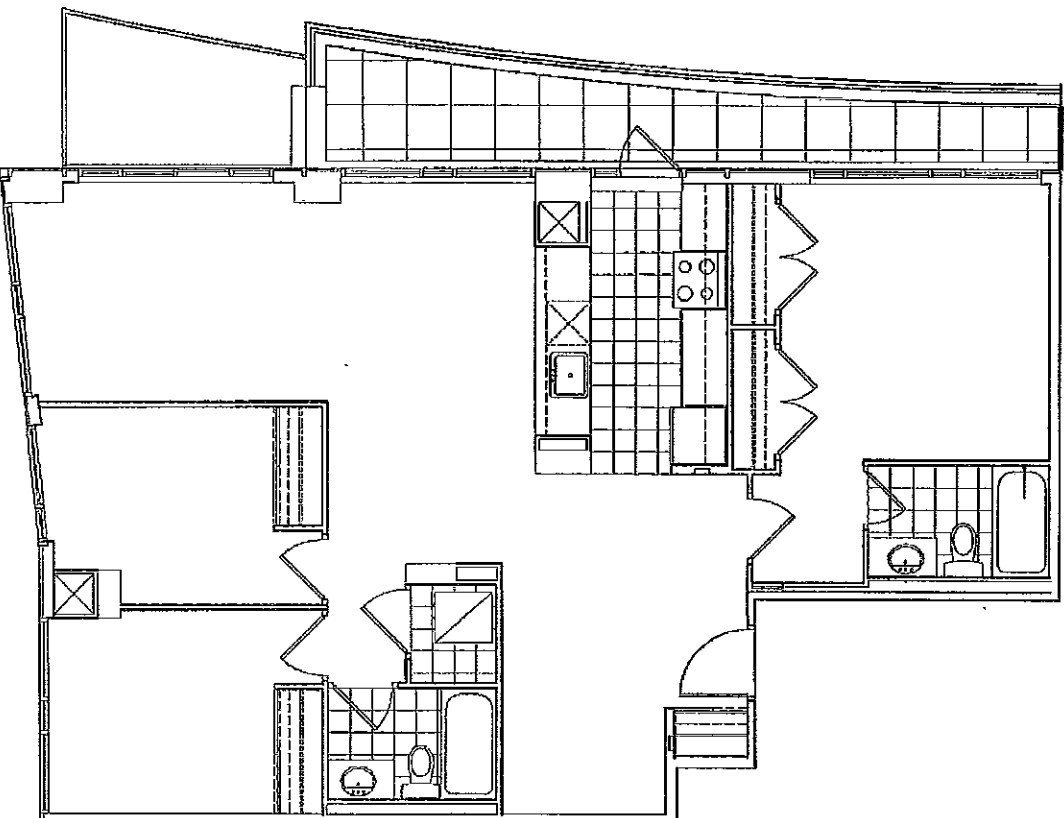
PER: 

Authorized Signing Officer

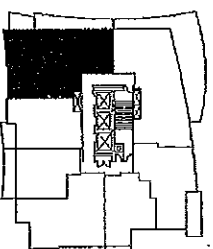
I have the authority to bind the Corporation

**SCHEDULE "C"**  
TO AGREEMENT OF  
PURCHASE AND SALE

**Unit 6 , Level 36 , Suite 3706**



**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 ME  
Purchaser's Initials R.S.  
Vendor's Initials [Signature]

30 MAY 2011

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

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

**AYMAN A. KANANA** (the "Purchaser")

Suite PH-6 Tower 3 Unit 6 Level 36 (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. (e)

(iii) the sum of Twenty Nine Thousand Three Hundred Ninety Five (\$29,395.00) 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 Twenty Nine Thousand Three Hundred Ninety Five (\$29,395.00) 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. (e)

(iii) the sum of Twenty Nine Thousand Three Hundred Ninety Five (\$29,395.00) 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;

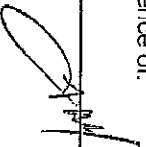
(iv) the sum of Twenty Nine Thousand Three Hundred Ninety Five (\$29,395.00) Dollars submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser;

Dated at Mississauga, Ontario this 12 day of July 2011.

**SIGNED, SEALED AND DELIVERED**

In the Presence of:

Witness



Purchaser - Ayman A. Kanana



Accepted at Toronto this 13 day of July 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: \_\_\_\_\_

Authorized Signing Officer

I have the authority to bind the Corporation.

cls

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

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

**AYMAN A. KANANA** (the "Purchaser")

Suite **PH-6 Tower 3 Unit 6 Level 36** (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:**

N/A

**INSERT:**

In the event that the Purchaser provides to the Vendor a current, binding and unconditional mortgage commitment in accordance with the notice requirements of the Agreement of Purchase and Sale of not less than 85% of the Purchase Price no later than 30 days from the date of acceptance of the Agreement of Purchase and Sale, the Vendor shall agree to charge the required deposits as stated on Page 1, Paragraph 1 (b) in the Agreement of Purchase of Sale at the Occupancy Date

Provided the above requirements are satisfied, the Purchaser and Vendor agree to execute an Amendment deleting the said deposit, failing which this Amendment shall become null and void.

Dated at Mississauga, Ontario this 12 day of July 2011.

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

Witness



Purchaser - **AYMAN A. KANANA**



Accepted at Toronto this 13 day of July 2011.

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

Per: \_\_\_\_\_

Authorized Signing Officer

I have the authority to bind the Corporation.

c/s

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

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

**AYMAN A. KANANA** (the "Purchaser")

Suite **PH-6 Tower 3 Unit 6 Level 36** (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:**  
together with one (1) parking unit

**INSERT:** Adjacent AK AK  
together with two (2) parking units located on the highest parking level

Dated at Mississauga, Ontario this 12 day of July 2011.

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

Witness

Purchaser - **AYMAN A. KANANA**

Accepted at Toronto this 13 day of July 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  
AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE**

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

**AYMAN A. KANANA** (the "Purchaser")

Suite PH-6 Tower 3 Unit 6 Level 36 (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:**

N/A

**INSERT:**

Bathroom in the Master Bedroom will be able to accommodate a roll-in wheelchair

Dated at Mississauga, Ontario this 12 day of July 2011.

**SIGNED, SEALED AND DELIVERED**

In the Presence of:

Witness

Purchaser - AYMAN A. KANANA

Accepted at 1400rte this 13 day of July 2011.

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

Per: \_\_\_\_\_

Authorized Signing Officer

I have the authority to bind the Corporation.

c/s



**THE PARK RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**MULTI-MEDIA ENTERTAINMENT PACKAGE**

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

**AYMAN A. KANANA** (the "Purchaser")

Suite **PH-6 Tower 3 Unit 6 Level 36** (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 **Multi-Media Entertainment Package**.

**Multi-Media 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 "**Multi-Media 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 Multi-Media 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 Multi-Media 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 Multi-Media 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 "**Multi-Media 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 Multi-Media 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 Multi-Media Entertainment Package

(b) Subject to access being provided by the Purchaser, the Multi-Media 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 Multi-Media Entertainment Package within a reasonable 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 PARK RESIDENCES AT PARKSIDE VILLAGE**  
**ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE**  
**MULTI-MEDIA ENTERTAINMENT PACKAGE**

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

**AYMAN A. KANANA** (the "Purchaser")

Suite **PH-6 Tower 3 Unit 6 Level 36** (the "Unit")

(c) Should the Multi-Media 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 Multi-Media 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 Multi-Media Entertainment Package and there is no warranty of the Vendor to the Purchaser regarding the quality of the Multi-Media Entertainment Package and any claim for warranty by the Purchaser with respect to the Multi-Media Entertainment Package shall be made by the Purchaser directly to the manufacturer of the Multi-Media Entertainment Package. The Multi-Media Entertainment Package is not covered by the Tarion Warranty Program.

8. This Addendum forms part of the Agreement.

DATED at Mississauga, Ontario this 12 day of July 2011.

Witness:



Purchaser: Ayman A. Kanana



THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 13 day of July 2011.

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

PER: 

Authorized Signing Officer  
I have the authority to bind the Corporation

**THE PARK RESIDENCES AT PARKSIDE VILLAGE - TOWER 3**  
**ADDENDUM TO SCHEDULE "A" OF THE AGREEMENT OF PURCHASE AND SALE**  
**COMPACT CENTRAL VACUUM SYSTEM PACKAGE**

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**AYMAN A. KANANA** (the "Purchaser")

Suite **PH-6 Tower 3 Unit 6 Level 36** (the "Unit")

The Vendors and Purchaser's acceptance hereof constitutes the Vendor's agreement, subject to the terms of this Addendum, to provide the items as of 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 Compact Central Vacuum System.

**Compact Central Vacuum System 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 distribution, one (1) compact central vacuum unit, one (1) wall inlet and one (1) vac pan. The Vendor agrees to 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" 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 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 the Compact Central Vacuum System 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 Compact Central Vacuum System 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 " Compact Central Vacuum System 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 Compact Central Vacuum System Package which have been installed in the Unit must be left in place and/or installed in the Unit and the brush set kit including the 35' long flexible hose, combo powerhead, telescope wand and tool set which has been supplied to the Purchaser must be returned to the Vendor by the Purchaser by leaving the said 35' long flexible hose, combo powerhead, telescope wand and tool set 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 Compact Central Vacuum System Package.  
(b) Subject to access being provided by the Purchaser, 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 is it required, that the Vendor will supply and/or install the Compact Central Vacuum System 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 PARK RESIDENCES AT PARKSIDE VILLAGE - TOWER 3**  
**ADDENDUM TO SCHEDULE "A" OF THE AGREEMENT OF PURCHASE AND SALE**  
**COMPACT CENTRAL VACUUM SYSTEM PACKAGE**

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

**AYMAN A. KANANA** (the "Purchaser")

Suite **PH-6** Tower **3** Unit **6** Level **36** (the "Unit")

(c) Should the Compact Central Vacuum System 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 Compact Central Vacuum System 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).

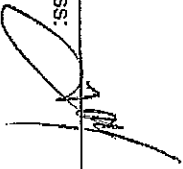
6. The Purchaser acknowledges and agrees that the Vendor is acting merely as agent of the various sub trades with respect to such specified items and accordingly such provision and/or installation of specific items does not fall within the provisions of the Agreement, and without limiting the generality of the foregoing, is not covered by the 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 the Compact Central Vacuum System shall be made by the Purchaser directly to the manufacturer of the the Compact Central Vacuum System. The Compact Central Vacuum System is not covered by the Taron Warranty Program.

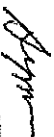
8. This Addendum forms part of the Agreement.

DATED at Mississauga, Ontario this 12 day of July 2011.

Witness:



Purchaser: Ayman A. Kanana



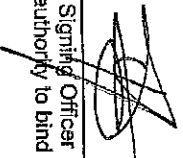
THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 13 day of July 2011.

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

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

Authorized Signing Officer  
I have the authority to bind the Corporation



**THE PARK RESIDENCES AT PARKSIDE VILLAGE - TOWER 3**  
**ADDENDUM TO SCHEDULE "A" OF THE AGREEMENT OF PURCHASE AND SALE**  
**PENTHOUSE FEATURES AND FINISHES**

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

**AYMAN A. KANANA** (the "Purchaser")

Suite PH-6 Tower 3 Unit 6 Level 36 (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 Purchaser 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.

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 "A".

**SUITE FEATURES**

- Ten foot ceilings in main living areas
- Pre-finished engineered hardwood flooring in living room, dining room, den and hallways as per plans and from Vendor's standard sample
- Oversized baseboards and door casings throughout

**KITCHEN**

- Square edge granite kitchen countertop from Vendors sample package as per floor plans
- Under mounted, stainless steel kitchen sink as per floor plans
- Upper cabinet kitchen valence lighting as per plans
- Stainless steel kitchen appliances consisting of ceran glass top electric range, bottom freezer refrigerator, tall tub dishwasher, microwave hood fan from Vendor's sample package as per plans

**BATHROOMS**


- Marble vanity countertop with under mounted sink
- Jetted tub in master bedroom ensuite as per plans where applicable
- 3 panel mirrored bathroom vanity medicine cabinet from Vendor's sample package
- Wall mounted shower rain head in master ensuite and main bathroom from Vendor's sample package as per plans

**LAUNDRY**

- Front loading stacking washer/dryer

DATED at **Mississauga, Ontario** this 12 day of July 2011.

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



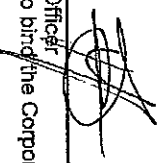
\_\_\_\_\_  
Purchaser: **AYMAN A. KANANA**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 13 day of July 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

**AYMAN A. KANANA** (the "Purchaser")

Suite **PH-6 Tower 3 Unit 6 Level 36** (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 change(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 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.**
  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 return 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 12 day of July 2011.

Witness:

Purchaser: AYMAN A. KANANA

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 13 day of July 2011.

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

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

Authorized Signing Officer  
I have the authority to bind the Corporation

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

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**AYMAN A. KANANA** (the "Purchaser")

Suite PH-6 Tower 3 Unit 6 Level 36 (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:**  
N/A

**INSERT:**

The undersigned, **RANDA O. M. SALHAYAH** (collectively, the "Purchaser")

DATE OF BIRTH: 1974.11.11

DRIVERS LICENCE: S0277-64077-46111

SIN No: **513 - 427 - 716**

**CURRENT ADDRESS:**

649 Savoline Blvd  
Milton, ON  
L9T 0N2

**TELEPHONE:** Same as original purchaser

(Relationship to original purchaser:Wife)

Dated at Mississauga, Ontario this 12 day of July 2011.

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

Witness

Purchaser - **AYMAN A. KANANA**

Witness

Purchaser - **RANDA O. M. SALHAYAH**

Accepted at Toronto this 13 day of July 2011.

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

Per: [Signature] c/s  
Authorized Signing Officer  
I have the authority to bind the Corporation.