

Suite 3606 Tower 1
Residential Unit No. 6 Level 35
Floor Plan LPH 6
THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
AGREEMENT OF PURCHASE AND SALE

The undersigned, **ERIC BRANDON TONNA and LAURALEE K SMITH** (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 **Four Hundred Thirty-Four Thousand Nine Hundred (\$434,900.00)) 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 **Nineteen Thousand Seven Hundred Forty-Five (\$19,745.00)** 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-One Thousand Seven Hundred Forty-Five (\$21,745.00)** 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-One Thousand Seven Hundred Forty-Five (\$21,745.00)** 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-One Thousand Seven Hundred Forty-Five (\$21,745.00)** Dollars by certified cheque or bank draft on the Occupancy Date;
- (c) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustments hereinafter set forth;
- (d) the Purchaser agrees to pay the sum as hereinbefore set out in sub-paragraphs 1(a) and 1(b) as deposits by cheque payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of the Tarion Warranty Corporation ("TWC") under the provisions of a Deposit Trust Agreement ("DTA") with respect to this proposed condominium or 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 **September 14, 2012** or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement (the "Occupancy Date").
- (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "Unit Transfer Date").
- (c) In the event that the Agreement is executed and accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the Head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not executed and accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgment of receipt of each of the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate the Agreement at any time thereafter upon delivery of written notice to the Purchaser.

Additional Provisions and Schedules :

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

Schedule "A" - Features and Finishes

Schedule "B" - Terms of Occupancy Licence

Schedule "C" - Floor Plan of Residential Unit

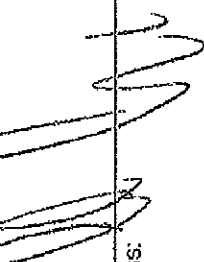
The Purchaser acknowledges that he or she received all pages of, schedules and addendums to this Agreement.

DATED at Mississauga, Ontario this 14th day of NOV, 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: **LAURALEE K SMITH**

January 16, 1979 **509-556-908**
Date of Birth: SIN:

S5778-44357-95116
Drivers License #:

Drivers License #:

Purchaser's Solicitor:

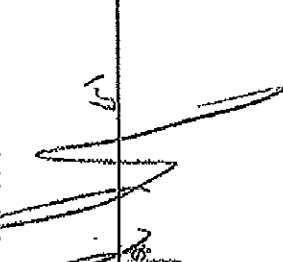
Purchaser Address:
128 BANTING CRES
BRAMPTON, ONTARIO
L6Y 2L9

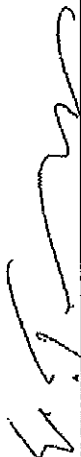
Purchaser Telephone(s):
(H)
(B)

Purchaser E-mail(s):

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness: _____


Purchaser: **ERIC BRANDON TONNA**

June 19, 1985 **525-182-697**
Date of Birth: SIN:

T6419-23218-50619
Drivers License #:

Drivers License #:

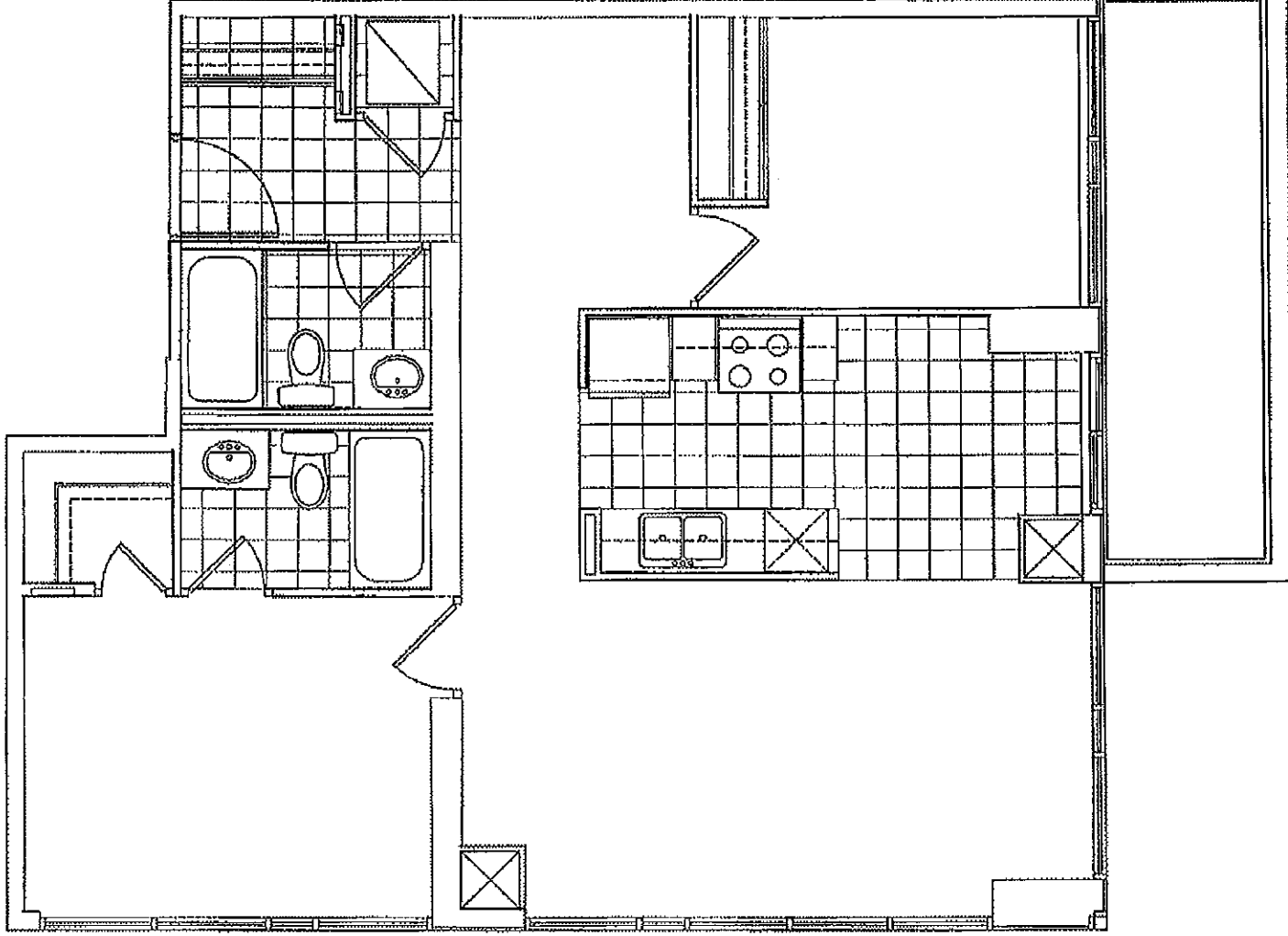
DATED at Toronto this 7 day of November, 2011.

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 6 Level 35 Suite 3606



This plan is not to be sealed 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.

KEY PLAN



Purchaser's Initials

Purchaser's Initials

Vendor's Initials

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1

PURCHASER'S ACKNOWLEDGEMENT

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

Sale to **ERIC BRANDON TONNA** and **LAURALEE K SMITH** (the "Purchaser")

Suite **3606** Tower **1** Unit **6** Level **35** (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 Residences at Parkside Village-Tower One" (the "Condominium Project") in the City of Mississauga, Regional Municipality of Peel.

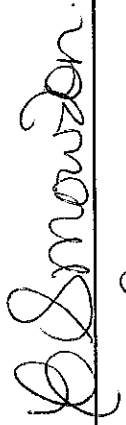
THE UNDERSIGNED, being the Purchaser(s) of the above-noted Residential Unit hereby acknowledge(s) having received from the Vendor/Declarant, the following documentation pertaining to the Condominium Project:

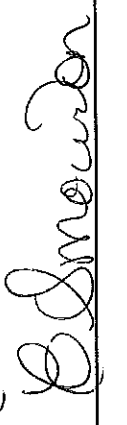
1. The current Disclosure Statement (including the Table of Contents).
2. The proposed Budget Statement for the one year period immediately following the registration of the Condominium Project and monthly common expense by unit type schedule.
3. The proposed Declaration.
4. The proposed By-Law No. 1.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

Witness:  Purchaser:  LAURALEE K SMITH

Witness:  Purchaser:  ERIC BRANDON TONNA

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

"HST"

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

ERIC BRANDON TONNA and LAURALEE K SMITH (the "Purchaser")

Suite 3606 Tower 1 Unit 6 Level 35 (the "Unit")

The Vendor and Purchaser covenant and agree as follows:

1. All references in this Agreement to GST shall mean HST

2. Section 6 (g) and 6 (i) of this Agreement shall be deleted and replaced with the following:

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

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Unit Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitor may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Unit Transfer Date;

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

"HST"

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
ERIC BRANDON TONNA and LAURALEE K SMITH (the "Purchaser")
Suite **3606** Tower **1** Unit **6** Level **35** (the "Unit")

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

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

DATED at Mississauga, Ontario this 22 day of NOV 2011.

Witness:

Purchaser: LAURALEE K SMITH

Witness:

Purchaser: ERIC BRANDON TONNA

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 1 day of November 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

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

ERIC BRANDON TONNA and LAURALEE K SMITH (the "Purchaser")

Suite 3606 Tower 1 Unit 6 Level 35 (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):

(ii) the sum of Twenty One Thousand Seven Hundred Forty Five (\$21,745.00) 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 One Thousand Seven Hundred Forty Five (\$21,745.00) 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):

(iii) the sum of Twenty One Thousand Seven Hundred Forty Five (\$21,745.00) Dollars submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of Twenty One Thousand Seven Hundred Forty Five (\$21,745.00) Dollars submitted with this Agreement and post dated two hundred and ten (210) days following the date of execution of this Agreement by the Purchaser;

Dated at Mississauga, Ontario this 3 day of NOV 2011.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

Witness

Purchaser - LAURALEE K SMITH

Purchaser - ERIC BRANDON TONNA

Accepted at Toronto this 7 day of November 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____

Authorized Signing Officer

I have the authority to bind the Corporation.

cls

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

PENTHOUSE UNITS

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
ERIC BRANDON TONNA and LAURALEE K SMITH (the "Purchaser")
Suite 3606 Tower 1 Unit 6 Level 35 (the "Unit")

The Purchaser acknowledges that as of the date of this Agreement of Purchase and Sale the Condominium Documents being delivered to the Purchaser have not been revised yet to incorporate the description and particulars of the Unit and that foregoing shall be done on or before the registration of the Condominium. Pending the foregoing being completed, the Purchaser further acknowledges and agrees that:

- (i) the percentage interest in the common interests and common expenses to be attributable to the Unit under the Condominium Documents, subject to any subsequent change thereto, shall be **0.37%**;
- (ii) that the monthly common expense fee attributable to the Unit under the first year's Budget Statement included in the Condominium Documents, subject to any subsequent change thereto, shall be **\$477.62**;
- (iii) the draft plan sheet of the Plan of Condominium for the level on which the Unit is to be located shall be deemed to be revised as shown on the plan sheet annexed to this Addendum; and
- (iv) the Condominium Documents, as may be applicable, shall be revised to incorporate the foregoing along with all other revisions as determined by the Vendor in order to reflect the inclusion of the Unit in the Condominium and that in addition to forming part of this Agreement of Purchase and Sale, the Purchaser further acknowledges and agrees that the Condominium Documents delivered to the Purchaser shall further be deemed to be supplemented by the particulars of the description of the Unit as contained in this Agreement of Purchase and Sale.

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

DATED at Mississauga, Ontario this 2 day of NOV 2011.

Witness:

Witness:

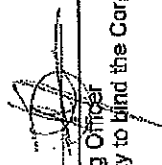
Purchaser: LAURALEE K SMITH

Purchaser: ERIC BRANDON TONNA

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 7 day of November 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

PEEL STANDARD
CONDOMINIUM PLAN N°

LEVELS 6 TO 36 INCLUSIVE
UNITS 1 TO 8 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF

FEEL (No.43) AT _____ O'CLOCK ON THE _____

DAY OF _____

ASSISTANT DEPUTY LAND REGISTRAR _____

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT :

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____

3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATE _____

R. AVIS
Ontario Land Surveyor

DECLARATION REGISTERED AS N°: _____

NOTES AND LEGEND

_____ DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS

F.H.C. DENOTES FIREHOSE CABINET

E.C. DENOTES ELECTRICAL CLOSET

G.C. DENOTES GARBAGE CHUTE

B DENOTES BALCONY

UNIT BOUNDARY DEFINITIONS

MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOORS, CEILINGS AND OTHER PHYSICAL FEATURES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "C" OF THE DECLARATION

AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.

DECLARANT: _____

DATED AT _____ TORONTO

THIS _____ DAY OF _____

I HAVE THE AUTHORITY TO
BIND THE CORPORATION

R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8

TEL : (416) 490-8352
WWW.RAVISURVEYING.COM
FAX : (416) 491-6206

PROJECT N° : 2462-0

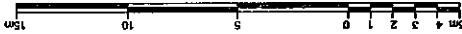
DRAWING N° : 2462-DLG

DRAWN BY : A.P./L.L./R.D.

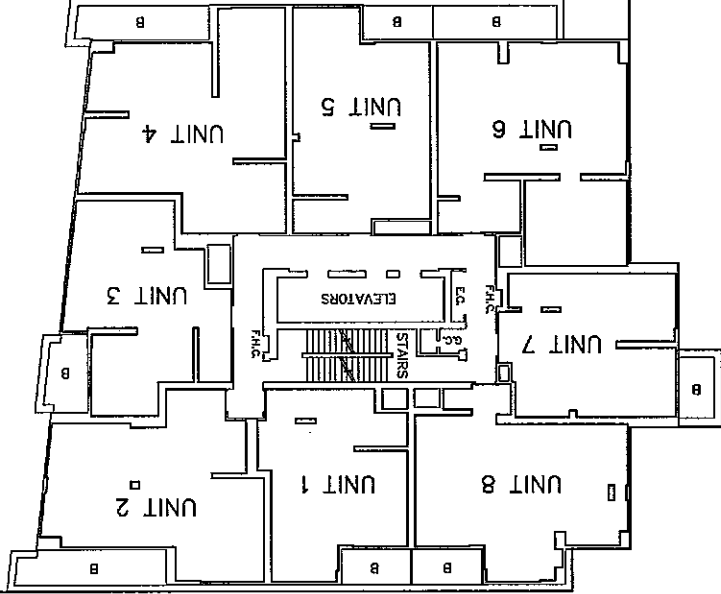
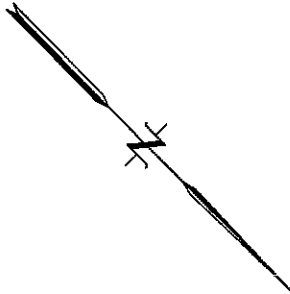


AUGUST 19, 2010

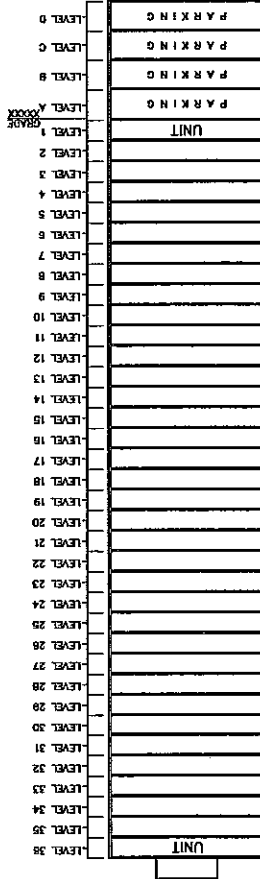
METRIC : DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



SCALE 1 : 200



REPRESENTATIVE SECTION SHOWING
THE RELATIONSHIP OF LEVELS
(NOT TO SCALE)



THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
ERIC BRANDON TONNA and LAURALEE K SMITH (the "Purchaser")

Suite **3606** Tower 1 Unit **6** Level **35** (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 90% 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 change the required deposits as stated on Page 1, Paragraph 1 (a)(iv) and (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 22 day of NOV 2011.

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Witness

Purchaser - LAURALEE K SMITH

Purchaser - ERIC BRANDON TONNA

Accepted at Toronto this 7 day of November 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____ c/s

Authorized Signing Officer

I have the authority to bind the Corporation.

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
ADDENDUM TO SCHEDULE "A" OF THE AGREEMENT OF PURCHASE AND SALE

PENTHOUSE FEATURES AND FINISHES

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
ERIC BRANDON TONNA and LAURALEE K SMITH (the "Purchaser")
Suite 3606 Tower 1 Unit 6 Level 35 (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

- Pre-finished engineered hardwood flooring in living room, dining room, den and hallways as per plans and from Vendor's standard sample

KITCHEN

- Thick square edge granite kitchen countertop from Vendors sample package as per floor plans
- Under mounted, double bowl stainless steel kitchen sink as per floor plans
- Kitchen cabinet valence lighting as per plans
- Stainless steel kitchen appliances consisting of a glass top electric range, bottom freezer refrigerator, tall tub dishwasher, microwave hood fan combination 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 3 day of NOV 2011.

Witness:

Purchaser: LAURALEE K SMITH

Witness:

Purchaser: ERIC BRANDON TONNA

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 7 day of November 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE
FINISHES / EXTRAS

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
ERIC BRANDON TONNA and LAURALEE K SMITH (the "Purchaser")

Suite **3606** Tower **1** Unit **6** Level **35** (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:

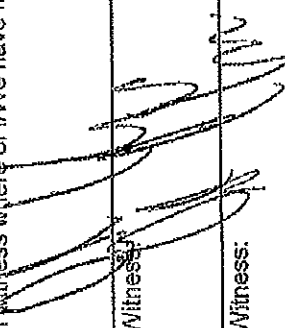
- a. the cost(s) of said change(s) to the Purchaser cannot be determined by the Vendor prior to its acceptance hereof;
- b. at such time as the Vendor notifies the Purchaser as to the cost(s), the Purchaser shall pay said amount to the Vendor, within five (5) business days from so being notified. Failure 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).

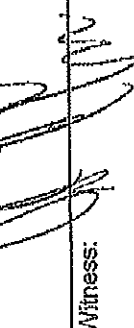
3. The change(s) requested by the Purchaser are/is as follows:

- a. **The Vendor agrees to supply and install blinds throughout as per Vendors samples at no additional cost.**
4. 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 whereof I/We have hereunto set forth my/our hand(s) and seal(s) this 22 day of NOV 2011.


Witness:
Purchaser: **LAURALEE K SMITH**


Witness:
Purchaser: **ERIC BRANDON TONNA**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 7 day of November 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Eric Tann
NAME
49 Mapleshade Dr.
ADDRESS
Brampton ON L7A 1N5
CITY, PROVINCE, POSTAL CODE

002

DATE 2 0 1 1 - 1 1 - 0 5
Y Y Y Y M M D D

PAY TO THE ORDER OF Harris Sheaffer LLP, In Trust[†]

Two thousand ^{xx} \$ 2000
100 DOLLARS ☒ Security features included. Details on back.

THE BANK OF NOVA SCOTIA
www.scotiabank.com 1-800-4-SCOTIA
543 STEELES AVENUE EAST
BRAMPTON, ONTARIO L6W 4S2

MEMO

LRH6 T1

4. J. Tann MP

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Received Nov. 5, 2011

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