

THE PARK RESIDENCES AT PARKSIDE VILLAGE

AGREEMENT OF PURCHASE AND SALE

The undersigned, **COMPLETELY WIRED CORP.** (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 Eighty-Five Thousand (\$285,000.00))** 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 Two Hundred Fifty (\$12,250.00)** 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 Two Hundred Fifty (\$14,250.00)** 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 Two Hundred Fifty (\$14,250.00)** 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 Two Hundred Fifty (\$14,250.00)** 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 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 25 day of Oct To Bed 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: COMPLETELY WIRED CORP.

August 05, 1977
Date of Birth:

SIN:

Drivers License #:

Purchaser's Solicitor:

Purchaser Address:
**3 REDWILLOW ROAD
BRAMPTON, ONTARIO
L6P 2A4**

Purchaser Telephone(s):
**(905) 914-1482 (H)
(B)**

Purchaser E-mail(s):

DATED at Toronto this 8 day of November 2011.

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

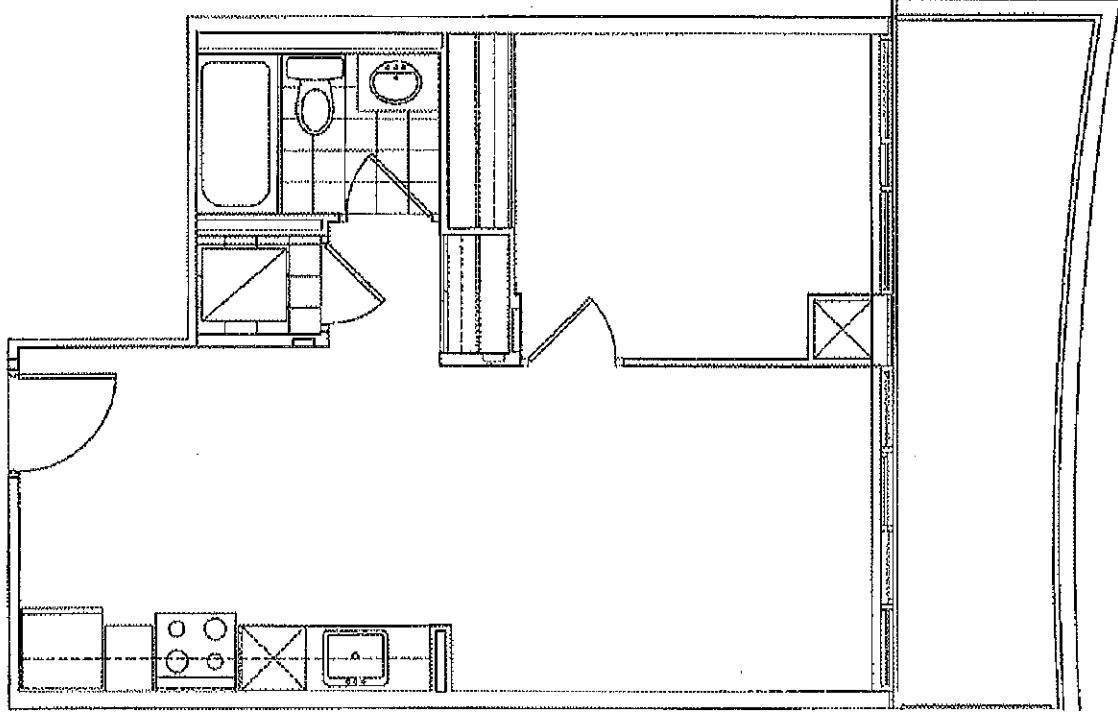
AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

SCHEDULE "C"

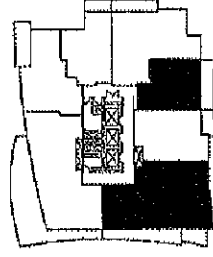
TO AGREEMENT OF
PURCHASE AND SALE

Unit 4 , Level 36 , Suite 3704



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.



KEY PLAN



SUE DING
NORTH

Purchaser's Initials

N.C.

Purchaser's Initials

Signature

Vendor's Initials

30 MAY 2011

THE PARK RESIDENCES AT PARKSIDE VILLAGE

PURCHASER'S ACKNOWLEDGEMENT

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

Sale to **COMPLETELY WIRED CORP.** (the "Purchaser")

Suite **PH-4** Tower **3** Unit **4** 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 17 day of April 2011.



Witness:



Purchaser- **COMPLETELY WIRED CORP.**

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

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

COMPLETELY WIRED CORP. (the "Purchaser")

Suite PH-4 Tower 3 Unit 4 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. (a)

(ii) the sum of Twelve Thousand Two Hundred Fifty (\$12,250.00) 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 Two Hundred Fifty (\$14,250.00) 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 Two Hundred Fifty (\$14,250.00) 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 Two Hundred Fifty (\$14,250.00) Dollars by certified cheque or bank draft on the Occupancy Date;

INSERT:
PARAGRAPH 1. (a)

(ii) the sum of Eighteen Thousand (\$18,000.00) Dollars submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;

Dated at Mississauga, Ontario this 25 day of October, 2011.

SIGNED, SEALED AND DELIVERED

In the Presence of

Witness

~~Purchaser COMPLETELY WIRED CORP.~~

Accepted at Toronto this 6 day of November 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

COMPLETELY WIRED CORP. (the "Purchaser")

Suite **PH-4** Tower **3** Unit **4** Level **36** (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 **Forty-Five Thousand Dollars (\$45,000)**. 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 25 day of October, 2011.

Witness:

Purchaser: COMPLETELY WIRED CORP.

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 8 day of November, 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

ASSIGNMENT

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

Suite PH-4 Tower 3 Unit 4 Level 36 (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 fifteen percent (15%) 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 25 day of October 2011.

Witness:

Purchaser: COMPLETELY WIRED CORP.

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 8 day of November 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

"LEASING"

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

Suite PH-4 Tower 3 Unit 4 Level 36 (the "Unit")

Notwithstanding Paragraph 17 of this Agreement, the Purchaser acknowledges and agrees that the Vendor shall provide its consent to the Purchaser's request to lease the Residential Unit after the Confirmed Occupancy Date and prior to the Unit Transfer Date, provided:

- (a) that the Purchaser pays to the Vendor's Solicitors, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to fifteen percent (15%) of the Purchase Price. In the event the Purchaser is in default under this Agreement of Purchase and Sale, in addition to any other rights or remedies which the Vendor may have, such deposit monies paid shall become the absolute property of the Vendor.
- (b) that the Purchaser covenants and agrees to indemnify and hold harmless the Vendor and its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the tenancy, any damage occasioned by the tenant to the Residential Unit or the balance of the Property by the tenant (inclusive of any activities of the tenant which may delay registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur as a result of the inability to terminate the tenancy following default by the Purchaser under this Agreement and termination of this Agreement.
- (c) that the Vendor shall have the right to pre-approve the form of the proposed lease which lease shall be for no less than full rental market value as at the time of submission of the draft lease. Additionally, the Purchaser shall prior to directly or indirectly listing or advertising the Residential Unit for lease, concurrent with the delivery of the Authorization to Lease (provided by the Vendor and executed by the Purchaser) and the draft lease to the Vendor, and in consideration of the Vendor granting its consent to the terms herein deliver a certified cheque in the amount of Three Hundred and Fifty Dollars (\$350.00) plus applicable taxes thereon to the Vendor for giving its consent and to reimburse the Vendor for its own internal cost and/or cost of external counsel in reviewing the draft lease, which sum shall be non-refundable.

DATED at Mississauga, Ontario this 25 day of October 2011.



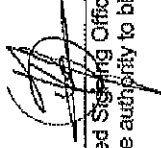
Witness:


Purchaser, COMPLETELY WIRED CORP.

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 9 day of November 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Ontario
Driver's Licence
Permis de conduire
ON CANADA

DATE OF BIRTH: 1977/08/05
NAME: CORREA NELSON B
ADDRESS: 3 REDWILLOW RD
BRAMPTON ON L6P 2A4
LICENCE NUMBER: C6645 - 58717 - 70805
ISSUE DATE: 2010/11/16
EXPIRATION DATE: 2015/08/05
SEX: M
HEIGHT: 180 CM
WEIGHT: 75 KG
EYES: B
HAIR: B
SKIN: F
REGISTRATION NUMBER: 7512346

Tower 3 - PH 4,

1841

COMPLETELY

~~WIRED~~

3 REDWILLOW ROAD, BRAMPTON, ONTARIO L6P 2A4

DATE 20111025
Y Y Y Y M M D D

Harris Sheaffer LLP, In Trust

\$ 2000.00

PAY TO
the order of*Two Thousand*ROYAL BANK OF CANADA
3300 HIGHWAY #7 WEST SUITE 100
CONCORD, ONTARIO L4K 4M3

COMPLETELY WIRED CORP.



100 DOLLARS

RE

Dep. PH4 Towel 3 PSV

PER

[Signature]

⑈001841⑈ ⑆00192⑈003⑆ 112361109⑈

E

COMPLETELY

~~WIRED~~

3 REDWILLOW ROAD, BRAMPTON, ONTARIO L6P 2A4

DATE 20111125
Y Y Y Y M M D D

Harris Sheaffer LLP, In Trust

\$ 18,000.00

PAY TO
the order of*Eighteen Thousand*ROYAL BANK OF CANADA
3300 HIGHWAY #7 WEST SUITE 100
CONCORD, ONTARIO L4K 4M3

COMPLETELY WIRED CORP.



100 DOLLARS

RE

Dep. PH4 Towel 3 PSV

PER

[Signature]

⑈001842⑈ ⑆00192⑈003⑆ 112361109⑈