

THE PARK RESIDENCES AT PARKSIDE VILLAGE
AGREEMENT OF PURCHASE AND SALE

The undersigned, **DONALD T KAVANAGH and KIMBERLY A KAVANAGH** (collectively, the "**Purchaser**"), hereby agrees with **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "**Vendor**") to purchase the residential unit noted above, substantially as outlined for identification purposes only on the floor plan attached hereto as Schedule "C", 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 unit(s) in Peel Standard Condominium Plan No. 963 registered against those lands and premises situated in the City of Mississauga, Regional Municipality of Peel and municipally known as 4099 Brickstone Mews, (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, inclusive of the HST as provided for under the herein terms of this agreement (the "Purchase Price") is **Three Hundred Sixty Thousand (\$360,000.00)** DOLLARS in lawful money of Canada, payable as follows:
 - (a) to the Vendor 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 **Ten Thousand (\$10,000.00)** Dollars submitted with this Agreement;
 - (b) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustments hereinafter set forth;
 - (c) Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgment of receipt of both the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement as set out below, then the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor.

UNIT TRANSFER DATE:

2.
 - (a) The transfer of title to the Unit shall be completed on **December 16, 2013** (the "**Unit Transfer Date**"), subject to any extension of such date as may be established by the Vendor in accordance with Paragraph 19 hereof.
 - (b) 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 46 and the following Schedules are integral parts of this Agreement and are contained on subsequent pages.

Schedule "A" - Floor Plan of Residential Unit

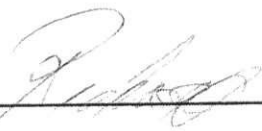
The Purchaser acknowledges that he or she received all pages of, schedules and addendums to this Agreement.

DATED at **Mississauga, Ontario** this 5th day of March 2016.

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: **DONALD T KAVANAGH**

July 17, 1972 **493-888-119**
Date of Birth: SIN:
K0906-17387-20717
Drivers License #:

Purchaser's Solicitor:

Purchaser Address:
30 WALNUT DRIVE
WASAGA BEACH, ONTARIO
L9Z 0A9

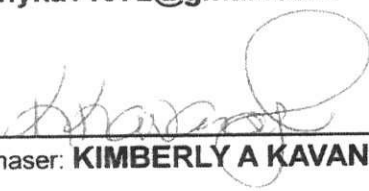
Purchaser Telephone(s):
(705) 816-5719 (H)
(B)

Purchaser E-mail(s):
donnykav1972@gmail.com

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness: _____


Purchaser: **KIMBERLY A KAVANAGH**

August 02, 1970 **122-443-641**
Date of Birth: SIN:
K0906-43517-05802
Drivers License #:

DATED at TORONTO this 11 day of MARCH 2016.

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