

## Parkside Village

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**From:** Andrea Alsip  
**Sent:** Wednesday, June 15, 2016 5:35 PM  
**To:** Parkside Village Sales  
**Cc:** Parkside Administrative; Parkside Village  
**Subject:** FW: REQUEST: Tower: B9S B9S Suite: 117 (TH17) (Cloud Nine\_ Price: \$594,900 Floor plan: Cumulus (2 + den bedrooms) Exposure: E

See below

**ANDREA ALSIP COTNAM**  
SITE MANAGER



465 BURNHAMTHORPE RD W.  
MISSISSAUGA, ON L5B 0E3  
T. 905.273.9333 | F. 905.273.7772  
LIFEATPARKSIDE.COM

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**From:** Dragana Marjanovic [mailto:dmarjanovic@amacon.com]  
**Sent:** Wednesday, June 15, 2016 5:23 PM  
**To:** Andrea Alsip  
**Cc:** Frank DaSilva; Dunja Markovic  
**Subject:** RE: REQUEST: Tower: B9S B9S Suite: 117 (TH17) (Cloud Nine\_ Price: \$594,900 Floor plan: Cumulus (2 + den bedrooms) Exposure: E

Go ahead.

Thanks

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**From:** Andrea Alsip [mailto:AAlsip@lifeatparkside.com]  
**Sent:** June-15-16 5:10 PM  
**To:** Andrea Alsip; Dragana Marjanovic  
**Cc:** Frank DaSilva; Dunja Markovic  
**Subject:** REQUEST: Tower: B9S B9S Suite: 117 (TH17) (Cloud Nine\_ Price: \$594,900 Floor plan: Cumulus (2 + den bedrooms) Exposure: E

Dragana,

Just a heads up – My apologies- the clients are switching to TH17 as TH18 is right next to the garage door.

Below is the updated request

REQUEST

Tower: B9S B9S Suite: 117 (TH17) (Cloud Nine\_ Price: \$594,900 Floor plan: Cumulus (2 + den bedrooms) Exposure: E

In2ition Sales Rep.: Richmond

Prospects Name: CHARBEL BOULOS & HOLLY L. LUCAS  
Previous Purchases, if so List: TH 15 (the Towns)

DEPOSIT STRUCTURE:

\$ 2,000 with offer  
\$7,500 in 60 days  
\$7,500 in 120 days  
\$7,500 in 180 days  
\$7,500 in 270 days  
Balance to 15% in 365 days  
5% on Occupancy

OFFERING/PROMO APPLICABLE:

S/S appliances  
Window coverings  
Ductless front loading washer/dryer  
Closing Cost \$7,500 via Decorating Allowance

BROKERAGE /SALES REP:

Brokerage Name NA  
Sales Representatives Name: NA  
Status: N/A

COMMISSION:

0%

ADDITIONAL REQUESTS:

Standard Capping for 2 bedroom – Dev \$6,000, Art \$2,750, Water, \$1,350

Assignment – \$500

Leasing - \$500

Please note that wife may not be able to come in today but will be adding her name after the Acknowledgment

Requesting lower assignment and leasing as these are past purchasers of a townhome in the Towns

**ANDREA ALSIP COTNAM**  
SITE MANAGER



**PARKSIDE  
VILLAGE®**  
MISSISSAUGA

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T. 905.273.9333 | F. 905.273.7772  
LIFEATPARKSIDE.COM

**From:** Andrea Alsip  
**Sent:** Wednesday, June 15, 2016 5:02 PM  
**To:** 'Dragana Marjanovic'  
**Cc:** Frank DaSilva; Dunja Markovic  
**Subject:** REQUEST: Tower: B9S B9S Suite: 118 (Cloud Nine\_ Price: \$609,400 Floor plan: Cirrus (2 + den bedrooms) Exposure: E

REQUEST

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Brokerage Name NA  
Sales Representatives Name: NA  
Status: N/A

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ADDITIONAL REQUESTS:

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**ANDREA ALSIP COTNAM**  
SITE MANAGER



**PARKSIDE  
VILLAGE**  
MISSISSAUGA

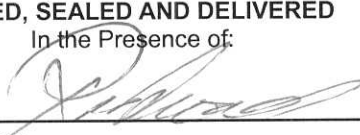
465 BURNHAMTHORPE RD W.  
MISSISSAUGA, ON L5B 0E3  
T. 905.273.9333 | F. 905.273.7772  
[LIFEATPARKSIDE.COM](http://LIFEATPARKSIDE.COM)

The undersigned, **CHARBEL BOULOS and HOLLY L. LUCAS** (collectively, the "**Purchaser**"), hereby agrees with **Amacon Development (City Centre) Corp.** (the "**Vendor**") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with **1** Parking Unit(s), and **1** Storage Unit(s), to be located in the proposed condominium project known as BLOCK NINE in Mississauga, Ontario, Canada (the "**Building**") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

1. The purchase price of the Unit (the "**Purchase Price**") is **Five Hundred Ninety-Four Thousand Nine Hundred (\$594,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:
- (a) to Blaney McMurtry LLP (the "**Vendor's Solicitors**"), in Trust, 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 Closing Date:
    - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
    - (ii) the sum of **Twenty-Seven Thousand Seven Hundred Forty-Five (\$27,745.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price 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 Seven Hundred Forty-Five (\$29,745.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price 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 Seven Hundred Forty-Five (\$29,745.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
    - (v) the sum of **Twenty-Nine Thousand Seven Hundred Forty-Five (29,745.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);
  - (b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.
2. (a) The Purchaser shall occupy the Unit on **June 14, 2018** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("**TARION Statement**") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARION Statement and the TARION Delayed Occupancy Warranty Addendum (together, the "**TARION Statement and Addendum**") annexed hereto (the "**Occupancy Date**").
- (b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARION Statement and Addendum (the "**Closing Date**"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A"(Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 15 day of June 2016.

SIGNED, SEALED AND DELIVERED )  
In the Presence of: )  
 )  
Witness: )  
Purchaser: CHARBEL BOULOS D.O.B. 15-Dec-65 S.I.N. -- )  
Purchaser: HOLLY L. LUCAS D.O.B. 26-Dec-66 S.I.N. -- )

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Vendor's Solicitor: Purchaser's Solicitor: AMACON DEVELOPMENT (CITY CENTRE) CORP.

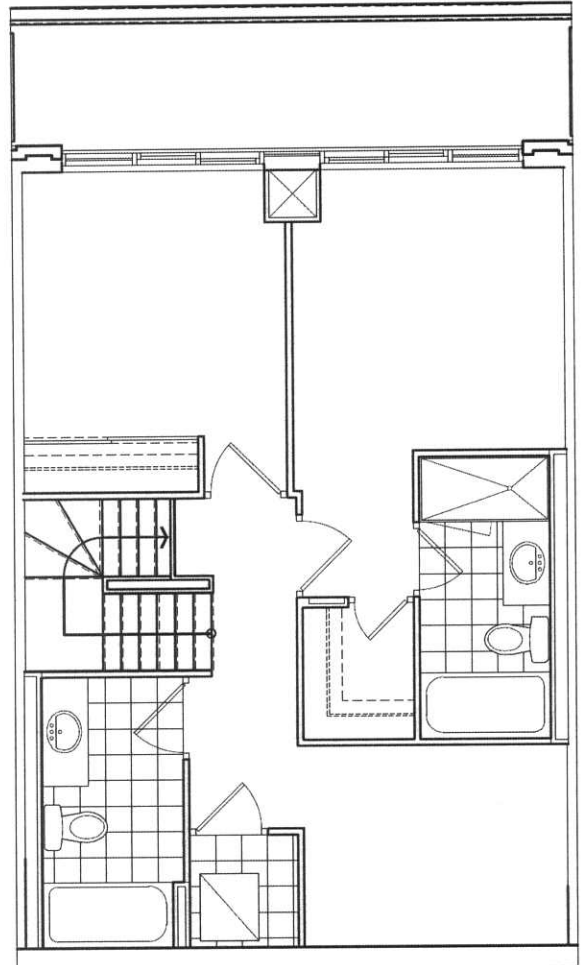
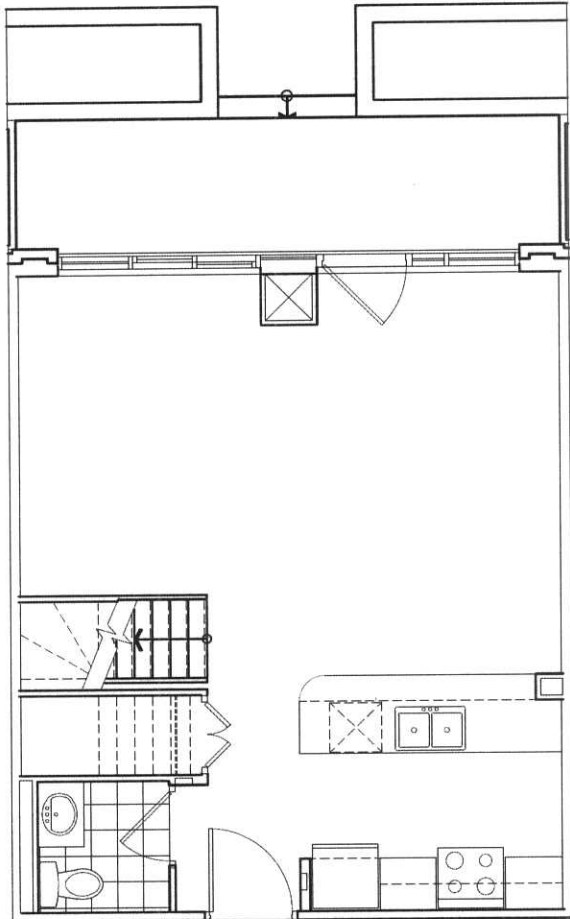
BLANEY MCMURTRY LLP  
2 Queen Street East, Suite 1500  
Toronto, Ontario M5C 3G5  
Attn: Tammy A. Evans

PER: \_\_\_\_\_  
Authorized Signing Officer  
I/We have the authority to bind the Corporation.

# SCHEDULE "A"

TO AGREEMENT OF  
PURCHASE AND SALE

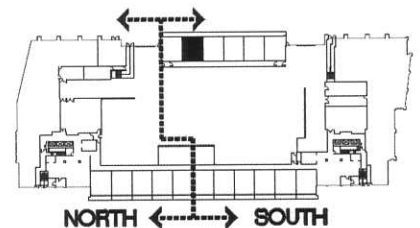
Unit 16 , Level 1 , Suite 117



This drawing is not to scale. All details and dimensions, if any, are approximate, and subject to change without notice. Floor plans are subject to change in accordance with the Condominium Documents. Balconies and terraces are shown for display purposes only and are subject to change for architectural or approval authority requirements and may vary from floor to floor. Window design may vary. Suite purchased may be mirror image of layout shown. Flooring patterns may vary.

E. & O.E.

KEY PLAN



Purchaser's Initials JB  
Purchaser's Initials 24  
Vendor's Initials \_\_\_\_\_

# SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

## FEATURES AND FINISHES

### BLOCK NINE – CLOUD NINE TOWNS COLLECTION

The follow are included in the purchase price:

#### SUITE FEATURES

- Smooth paneled solid core entry door with deadbolt lock and viewer and brushed chrome hardware
- Pre-engineered hardwood flooring in main living areas; living room, dining room, kitchen, entry and hallway as per plans from Vendor's Cloud Nine collection sample packages
- Exterior swing door(s) and/or glass sliding door(s) to balcony as per plans, where applicable
- Carpet with foam under pad in bedroom(s), den, 2<sup>nd</sup> floor hallway and stairs as per plans and from Vendor's Cloud Nine collection sample package
- Bi-pass closet doors as per plans, where applicable
- Interior walls primed and painted in latex flat finish off-white paint; kitchen, bathrooms and laundry to be painted in latex semi-gloss off white paint as per plans where applicable
- White textured ceiling in entry, kitchen, living room, dining room, bedroom(s) and den; smooth painted ceilings in bathroom(s) and individual laundry closets as per plans, where applicable

#### KITCHEN

- Cabinets from Vendor's Cloud Nine collection sample packages
- Quartz countertop from Vendor's Cloud Nine collection sample packages
- Tile backsplash between upper cabinets and counter from Vendor's Cloud Nine collection sample packages
- Undermount stainless steel kitchen sink with chrome pullout spray faucet
- Appliances consisting of self-cleaning range with microwave hood fan combination located above range vented to exterior, free standing refrigerator and dishwasher, as per floorplan
- Track lighting with 3 lamps

#### BATHROOMS

- Porcelain\ceramic bathroom floor tile from Vendor's Cloud Nine collection sample packages
- Cabinets from Vendor's Cloud Nine collection sample packages
- Porcelain vanity basin with chrome faucet
- Marble vanity countertop from Vendor's Cloud Nine collection sample packages
- Vanity mirror with cosmetic light bar where applicable as per plans
- Soaker tub with chrome single lever pressure-balancing valves
- Full-height ceramic tile bathtub/shower surround with marble mosaic accent band as per plans where applicable
- White plumbing fixtures (toilet, tub and vanity sink)
- Chrome accessories consisting of tissue holder and towel bar
- Entry privacy lock
- Exhaust fan vented to exterior

#### LAUNDRY

- In-suite stacking washer and dryer
- Porcelain/ceramic floor tile as per plans

#### MECHANICAL

- Individual unit control of centralized heating and air conditioning

#### ELECTRICAL

- Individual service panel with circuit breakers
- Ceiling light fixtures provided in entry, kitchen, den and walk-in closet(s) as per plan
- Capped ceiling outlet in dining room, bedroom(s) and breakfast area as per plan
- Cable receptacle pre-wired in living room, bedroom(s) and den as per plan
- Pre-wired telephone outlet in living room, bedroom(s) and den as per plans
- Voice data wiring and coaxial cable wiring to accommodate telephone, television and for high-speed internet access
- All appliances connected and ready to use

#### Notes:

1. Laminate/hardwood flooring, where applicable, is subject to natural variations in colour and grain. Ceramic and porcelain tile are subject to pattern, shade and colour variations.
2. Pursuant to the Agreement and upon request by the Vendor, the Purchaser shall make colour and material choices from the Vendor's standard selections, by the date designated by the Vendor (of which the Purchaser shall be given at least 5 days prior notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever



shall be permitted in colours and materials so selected by the Vendor, except that the Vendor shall have the right at any time and without prior notice to the Purchaser to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.

3. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard features listed herein which are omitted at the Purchaser's request.
4. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
5. All dimensions, if any, are approximate.
6. All specifications and materials are subject to change without notice.
7. Pursuant to the Agreement, this Schedule or amendment or change order, the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra. If, as a result of building, construction or site conditions within the Unit or the building, the Vendor is not able to construct such extra, the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest, and in all other respects this Agreement shall continue in full force and effect, with time of the essence.
8. Flooring and specific features will depend on the Vendor's package as selected.

E. & O. E

22



Property: Parkside Village - Block 9 - South Suite: TH17 - 4055-4085 Parkside Village Drive

## Statement Of Critical Dates

### Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

**NOTE TO HOME BUYERS:** Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

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

**PURCHASER**                **CHARBEL BOULOS and HOLLY L. LUCAS**

#### 1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 14th day of June, 2018.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date. the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Final Tentative Occupancy Date

or

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below. the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Firm Occupancy Date

*If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.*

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is: the 14th day of June, 2021.\*

#### 2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 16th day of March, 2018.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

#### 3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on: the 14th day of July, 2021.\*

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

**Note:** Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 15th day of June, 2016.

**PURCHASER :** \_\_\_\_\_

**VENDOR :** \_\_\_\_\_

Addendum to Agreement of Purchase and Sale

Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website - **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Full Name(s)

38706

Tarion Registration Number

(416) 369-9069

Phone

(416) 369-9068

Fax

Suite 400, 37 Bay Street

Address

Toronto

City

Ontario

Province

M5J 3B2

Postal

infoTO@amacon.com

Email

PURCHASER

CHARBEL BOULOS and HOLLY L. LUCAS

Full Name(s)

1785 CONVINGTON TERR

Address

(647) 215-6207

Phone

Fax

MISSISSAUGA

City

ONTARIO

Province

L5M 3M3

Postal

boulos@garlandcanada.com

Email\*

PROPERTY DESCRIPTION

4055-4085 Parkside Village Drive

Municipal Address

Mississauga

City

Ontario

Province

Postal Code

Block 5, Plan 43M-1925, City of Mississauga

Short Legal Description

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Vendor has obtained Formal Zoning Approval for the Building. 

Yes

No

If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.

(d) Commencement of Construction: 

has occurred;

is expected to occur by June 15, 2016

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

\*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

CHARBEL BOULOS and HOLLY L. LUCAS (the "Purchaser")

Suite TH17 Tower 9 South Unit 16 Level 2 (the "Unit")

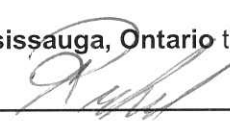
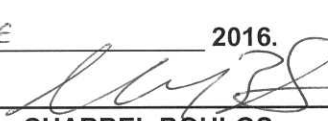

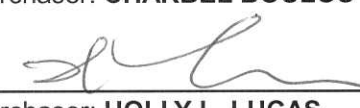
It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

- The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), as requested by the Purchaser and set out in below (the "Change Order") subject to the following terms and conditions:
  - The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser in writing the cost of the Change Order within fifteen (15) days of the date hereof;
  - The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
  - All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s) shall be payable by the Purchaser and included in the Change Order; and
- The change(s) requested by the Purchaser are/is as follows:
  - The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples at no additional cost.
  - The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional cost.
  - The Vendor agrees to supply and install Ductless Front Loading stacked Washer and Dryer as per Vendors samples at no additional cost.
- In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.
  - If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.
- The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. In such event, the Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Tarion in connection with same.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 15 day of June 2016.	
	
Witness:	Purchaser: CHARBEL BOULOS
	
Witness:	Purchaser: HOLLY L. LUCAS

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Authorized Signing Officer  
I have the authority to bind the Corporation

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

**CHARBEL BOULOS and HOLLY L. LUCAS** (the "Purchaser")

Suite **TH17** Tower **9 South** Unit **16** Level **2** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

1. **Insert:**

- (a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of **Seven Thousand Five Hundred Dollars (\$7,500.00)** on the Statement of Adjustments for Closing.
- (b) This Decorating Allowance is personal to the Purchaser, 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).
- (c) 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 the transaction contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 15 day of JUNE 2016.

Witness:

Purchaser: **CHARBEL BOULOS**

Witness:

Purchaser: **HOLLY L. LUCAS**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

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

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING

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

CHARBEL BOULOS and HOLLY L. LUCAS (the "Purchaser")

Suite TH17 Tower 9 South Unit 16 Level 2 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

Insert:

In 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 cap the charges as follows, as set out in the Agreement:

- a. The amount of any increases in or new development charge(s) or levies, education development charge(s) or levies, and/or any fees, levies, charges or assessments from and after the date hereof, assessed against or attributable to the Unit, as such charges are referred to in paragraph 6(b)(v) of the Agreement, to a maximum of \$6,000.00;
- b. The amount of any community service or public art levy charge or contribution(s) assessed against the Unit or the Project, the Property or a portion thereof and attributable to any part thereof calculated by pro-rating same in accordance with the proportion of common interest attributable to the Unit, as such charges are referred to in paragraph 6(b)(vi) of the Agreement, to a maximum of \$2,750.00; and
- c. The cost of gas and hydro meter or check or consumption meter installations, if any, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, as such charges are referred to in paragraph 6(b)(viii) of the Agreement, to a maximum of \$1,350.00.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 15 day of June 2016.

Witness:

Purchaser: CHARBEL BOULOS

Witness:

Purchaser: HOLLY L. LUCAS

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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



**BLOCK NINE**

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

**ASSIGNMENT**

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**CHARBEL BOULOS and HOLLY L. LUCAS** (the "Purchaser")  
Suite **TH17** Tower **9 South** Unit **16** Level **2** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Delete: FROM THE AGREEMENT OF PURCHASE AND SALE**

22. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

**Insert: TO THE AGREEMENT OF PURCHASE AND SALE**

22. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.

Notwithstanding the above, the Purchaser shall be permitted to assign for sale or offer to sell its interest in the Agreement, provided that the Purchaser first:

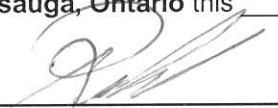
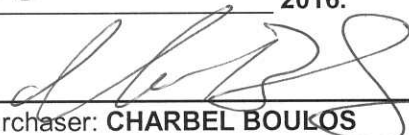


- (i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants, agreements and obligations under the Agreement;
- (iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- (iv) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form;
- (v) pays the sum Five Hundred (\$500.00) Dollars plus applicable HST by way of certified funds as an administration fee to the Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's request for consent to such assignment.

- (vi) If, as a result of any such assignment, the Purchaser or assignment purchaser is no longer eligible or becomes ineligible for the New Housing Rebate described in paragraph 6 (f) of the Agreement, the amount of such Rebate shall be added to the Purchase Price and credited to the Vendor on closing;
- (vii) the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the Deposit having been paid does not then represent twenty-five percent (25%) of the Purchase Price.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 15 day of June 2016.

 _____ Witness:	 _____ Purchaser: <b>CHARBEL BOULOS</b>
 _____ Witness:	 _____ Purchaser: <b>HOLLY L. LUCAS</b>

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

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

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

**CHARBEL BOULOS and HOLLY L. LUCAS** (the "Purchaser")

Suite **TH17** Tower **9 South** Unit **16** Level **2** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Insert:**

**Notwithstanding paragraph 22 of this Agreement**, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, 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 assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in 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 to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of Five Hundred Dollars (\$500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

**IN WITNESS WHEREOF** the parties have executed this Agreement

DATED at **Mississauga, Ontario** this 15 day of June 2016.

Witness:

Purchaser: **CHARBEL BOULOS**

Witness:

Purchaser: **HOLLY L. LUCAS**

THE UNDERSIGNED hereby accepts this offer.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

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

Authorized Signing Officer  
I have the authority to bind the Corporation



AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and  
CHARBEL BOULOS and HOLLY L. LUCAS (the "Purchaser")

Suite TH17 Tower 9 South Unit 16 Level 2 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

Paragraph 1. (a)

- (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
- (ii) the sum of Twenty-Seven Thousand Seven Hundred Forty-Five (\$27,745.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price 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 Seven Hundred Forty-Five (\$29,745.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price 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 Seven Hundred Forty-Five (\$29,745.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of Twenty-Nine Thousand Seven Hundred Forty-Five (\$29,745.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

Paragraph 1. (a)

- (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
- (ii) the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to one point six (1.6) percent of the Purchase Price submitted with this Agreement and post dated sixty (60) days following the date of execution of this Agreement by the Purchaser;
- (iii) the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i),(ii) and (iii) to two point eight six (2.86) percent of the Purchase Price 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 Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i),(ii),(iii) and (iv) to four point one two (4.12) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser;
- (v) the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii),(iii), (iv) and (v) to five point three eight (5.38) percent of the Purchase Price submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser;
- (vi) the sum of Fifty-Seven Thousand Two Hundred Thirty-Five (\$57,235.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii),(iii), (iv) and (v) to fifteen (15.0) percent of the Purchase Price 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;
- (vii) the sum of Twenty-Nine Thousand Seven Hundred Forty-Five (\$29,745.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv), (v) and (vi) to one five point three eight (15.38) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

Dated at Mississauga, Ontario this 15 day of June 2016.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Purchaser - CHARBEL BOULOS

Witness

Purchaser - HOLLY L. LUCAS

Accepted at this day of 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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