

PSV

PSV2  
AGREEMENT OF PURCHASE AND SALESuite 2608  
Unit 8 Level 25  
Floor Plan LUXE

The undersigned, **Wael Abou Elella** (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 PSV2 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 **Three Hundred Thousand Four Hundred (\$300,400.00) 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 **Thirteen Thousand Twenty (\$13,020.00) 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 **Fifteen Thousand Twenty (\$15,020.00) 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 **Fifteen Thousand Twenty (\$15,020.00) 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 **Thirty Thousand Forty (30,040.00) Dollars** so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) 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 **December 01, 2015** 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 12 day of May 2014.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

)  
)  
)  
) Purchaser: **Wael Abou Elella** D.O.B. 14-May-72 S.I.N. --

Witness:

DATED at TORONTO this 8 day of MAY 2014.

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

Purchaser's Solicitor:

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

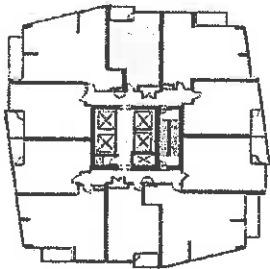
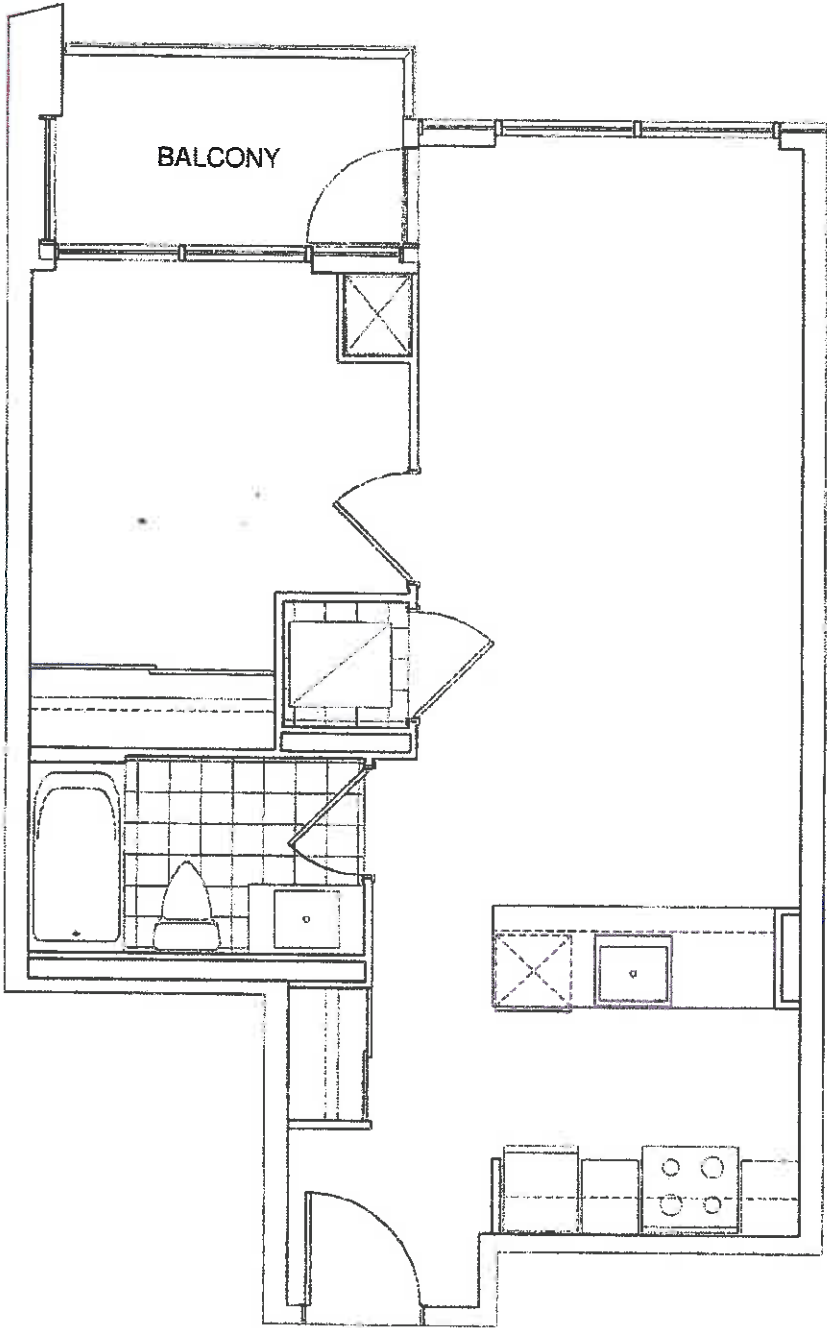
PER: [Signature]  
Authorized Signing Officer  
I/We have the authority to bind the Corporation.



SCHEDULE "A" - TOWER 2

TO AGREEMENT OF  
PURCHASE AND SALE

Unit 8, Level 25, Suite 2608



TYPICAL FLOOR

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.



BUILDING  
NORTH

Purchaser's Initials                     

Purchaser's Initials                     

Vendor's Initials



## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

**WAELE ABU ELELLA** (the "Purchaser")

Suite 2608 Tower TWO Unit 8 Level 25 (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:

(ii) the sum of Thirteen Thousand Twenty (\$13,020.00) 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 Fifteen Thousand Twenty (\$15,020.00) 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 Fifteen Thousand Twenty (\$15,020.00) 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 Thirty Thousand Forty (30,040.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

(ii) the sum of Five Thousand (\$ 5,000.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to two and 3/10 (2.3%) 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 Five Thousand (\$ 5,000.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to three and 9/10 (3.9%) 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; and

(iv) the sum of Eight Thousand (\$8,000.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to six and 6/10 (6.6%) 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; and

(v) the sum of Ten Thousand and Forty (\$10,040.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to ten (10%) 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; and

Dated at Mississauga, Ontario this 6<sup>th</sup> day of May 2014.

SIGNED, SEALED AND DELIVERED

In the Presence of:

  
Witness

  
Purchaser - WAELE ABU ELELLA

Accepted at TORONTO this 8 day of MAY 2014.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

Authorized Signing Officer  
I have the authority to bind the Corporation.



AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

Wael Abou Elella (the "Purchaser")

Suite 2608 Tower TWO Unit 8 Level 25 (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 **Twenty Thousand Dollars (\$20,000.00)** 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 8<sup>th</sup> day of May 2014.

Witness:

Purchaser: Wael Abou Elella

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 9<sup>th</sup> day of MAY 2014.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

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



## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

**Wael Abou Elella** (the "Purchaser")

Suite **2608** Tower **TWO** Unit **8** Level **25** (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:**

1. 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:

- a. 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;
- b. 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;
- c. 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

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

- a. 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.
- b. The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional cost.

3. a. 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.

b. 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.

4. 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 Taron 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 12 day of May 2014.

Witness:

Purchaser: **Wael Abou Elella**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 8 day of May 2014.

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

PER:

Authorized Signing Officer  
I have the authority to bind the Corporation



PSV2  
SCHEDULE "D"  
ACKNOWLEDGEMENT OF RECEIPT

Suite **2608** Tower **TWO** Unit **8** Level **25** (the "Unit")

THE UNDERSIGNED, **WAELE ABOU ELELLA** being the Purchaser(s) of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following documents on the date noted below:

1. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.
2. A Disclosure Statement dated June 1, 2012 together with Notice of Non-Material Amendment dated May 13, 2013 and accompanying documents in accordance with Section 72 of the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Mississauga, Ontario this 8 day of May 2014.

Witness:

Purchaser: **WAELE ABOU ELELLA**



Property PSV Tower TWO Suite: 2608  
Municipal Address: (If Applicable)

## 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.

**NOTE TO HOME BUYERS:** Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all 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 condominium unit.

VENDOR AMACON DEVELOPMENT (CITY CENTRE) CORP.

PURCHASER WAEL ABOU ELELLA

#### 1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the condominium home will be completed and ready to move in, is:

the 1st day of December, 2015.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 3 of the Addendum by giving proper written notice as set out in section 3.

By no later than 30 days after completion of the roof slab or of the roof trusses and sheathing, as the case may be, with 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

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 3 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 9 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 3rd day of December, 2018.\*

#### 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 3 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: (i.e., 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

the 2nd day of September, 2015.

#### 3. Purchaser's Termination Period

If the condominium home is not complete by the Outside Occupancy Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period could end as late as:

the 2nd day of January, 2019.\*

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 9, 11 and 12 of the Addendum).

**Note:** Anytime 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 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 7 of the Addendum).

Acknowledged this 6th day of May, 2014.

VENDOR :

PURCHASER :



## 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. It contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "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 CLOSING WARRANTY.**

The Vendor shall complete all blanks set out below.

<b>VENDOR</b>			
<b>AMACON DEVELOPMENT (CITY CENTRE) CORP.</b> <small>Full Name(s)</small>			
<b>38706</b> <small>Tarion Registration Number</small>	<b>Suite 400, 37 Bay Street</b> <small>Address</small>		
<b>(416) 369-9069</b> <small>Phone</small>	<b>Toronto</b> <small>City</small>	<b>Ontario</b> <small>Province</small>	<b>M5J 3B2</b> <small>Postal</small>
<b>(416) 369-9068</b> <small>Fax</small>	<b>info@amacon.com</b> <small>Email</small>		
<b>PURCHASER</b>			
<b>WAELE ABU ELELLA</b> <small>Full Name(s)</small>			
<b>350 RATHBURN RD.W #2003</b> <small>Address</small>			
<b>(905) 290-8311</b> <small>Phone</small>	<b>MISSISSAUGA</b> <small>City</small>	<b>ONTARIO</b> <small>Province</small>	<b>L5B 3Y2</b> <small>Postal</small>
<small>Fax</small>	<small>Email</small>		
<b>PROPERTY DESCRIPTION</b>			
<small>Municipal Address</small>			
<small>City</small>	<small>Province</small>	<small>Postal Code</small>	
<b>Suite 2608 Unit 8 Level 25 Region: Peel</b> <small>Short Legal Description</small>			
<b>INFORMATION REGARDING THE PROPERTY</b>			
The Vendor confirms that:			
(a) The Vendor has obtained Formal Zoning Approval for the Building. <span style="float: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>			
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: <input type="radio"/> has occurred; or <input checked="" type="radio"/> is expected to occur by <b>December 01, 2014</b>			
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.			



## 1. Definitions

**"Building"** means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

**"Business Day"** means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

**"Commencement of Construction"** means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

**"Critical Dates"** means the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

**"Delayed Occupancy Date"** means the date, set in accordance with section 6, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

**"Early Termination Conditions"** means the types of conditions listed in Schedule A.

**"Firm Occupancy Date"** means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

**"Formal Zoning Approval"** occurs when the zoning by-law required in order to construct the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

**"Occupancy"** means the right to use or occupy a proposed or registered condominium home in accordance with the Purchase Agreement.

**"Outside Occupancy Date"** means the latest date that the Vendor agrees, at the time of signing the Purchase Agreement, to provide Occupancy to the Purchaser, as set out in the Statement of Critical Dates.

**"Property" or "condominium home"** means the condominium dwelling unit being acquired by the Purchaser from the Vendor, and its appurtenant interest in the common elements.

**"Purchaser's Termination Period"** means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

**"Statement of Critical Dates"** means the Statement of Critical Dates attached to or accompanying this Addendum (in form to be determined by the Tarion Registrar from time to time). The Statement of Critical Dates must be signed by both the Vendor and Purchaser.

**"The Act"** means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

**"Unavoidable Delay"** means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

**"Unavoidable Delay Period"** means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 7(b), and the date on which the Unavoidable Delay concludes.

## 2. Early Termination - Conditions

(a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.

(b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs 2(h), (i) and (j) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs 2 (h) or (i) is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

(c) The Vendor confirms that:

(i) This Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), will result in the automatic termination of the Purchase Agreement.

☒ Yes ☐ No

(ii) If yes, the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions.

### Condition #1 (if applicable)

Description of the Early Termination Condition: **See Attached**

The Approving Authority (as that term is defined in Schedule A) is: **See Attached**

The date by which Condition #1 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

### Condition #2 (if applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is:

The date by which Condition #2 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The date for satisfaction of any Early Termination Condition cannot be later than 90 days before the Firm Occupancy Date, and will be deemed to be 90 days before the Firm Occupancy Date if no date is specified or if the date specified is later than 90 days before the Firm Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following signing of the Purchase Agreement.

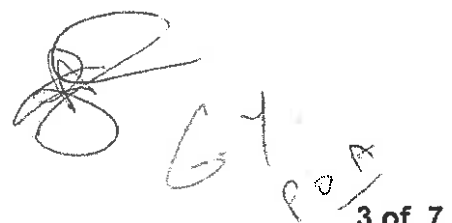
*Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*

(d) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph 2(c)(ii) and any appendix listing additional Early Termination Conditions.

(e) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions listed in subparagraph 2(c)(ii).

(f) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;

  
3 of 7



## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

**Wael Abou Elella** (the "Purchaser")

Suite **2608** Tower **TWO** Unit **8** Level **25** (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 **Twenty Thousand Dollars (\$20,000.00)** 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 8<sup>th</sup> day of May 2014.

Witness:

Purchaser: **Wael Abou Elella**

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 9<sup>th</sup> day of MAY 2014.

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

PER:

Authorized Signing Officer  
I have the authority to bind the Corporation



AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

WAEL ABOU ELELLA (the "Purchaser")

Suite 2608 Tower TWO Unit 8 Level 25 (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:

1. 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:
  - a. 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;
  - b. 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;
  - c. 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
2. The change(s) requested by the Purchaser are/is as follows:
  - a. 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.
  - b. The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional cost.
3.
  - a. 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.
  - b. 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.
4. 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 Taron 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 14 day of May 2014. POA

Witness: \_\_\_\_\_ Purchaser: WAEL ABOU ELELLA

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 8 day of MAY 2014.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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



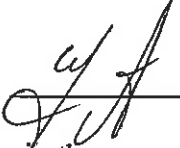
# Continuing Power of Attorney for Property

(General Power of Attorney made in accordance with the Powers of Attorney Act and the Substitute Decisions Act, 1992)

1. I, Wael Abou Elella, revoke any previous continuing power of attorney for property made by me and APPOINT: GERIOS VICTOR YOUNAN to be my attorney(s) for property.
2. If you have named more than one attorney and you want them to have the authority to act separately, insert the words "jointly and severally" here: N/A
3. If the person(s) I have appointed, or any one of them, cannot or will not be my attorney because of refusal, resignation, death, mental incapacity, or removal by the court, I SUBSTITUTE: N/A
4. I AUTHORIZE my attorney(s) for property to do on my behalf, anything that I can lawfully do by an attorney, and specifically anything in respect of property that I could do if capable of managing property, except make a will, subject to the law and to any conditions or restrictions contained in this document.

In accordance with the *Powers of Attorney Act*, I DECLARE that, after due consideration, I am satisfied that the authority conferred on the attorney(s) named in this Power of Attorney is adequate to provide for the competent and effectual management of all my estate in case I should become a patient in a psychiatric facility and be certified as not competent to manage my estate under the *Mental Health Act*. I THEREFORE DIRECT that in the event, the attorney(s) named in this Power of Attorney may retain this Power of Attorney for the management of my estate by complying with subsection 56(2) of the *Mental Health Act* and in that case the Public Trustee shall not become committee of my estate as would otherwise be the case under clauses 56(1)(a) and (b) of that Act. [Note: There are provisions under the *Substitute Decisions Act* which will make this statement unnecessary and inoperative after the law comes into effect].

5. CONDITIONS AND RESTIRCTIONS Attach, sign, and date additional pages if required: N/A
6. DATE OF EFFECTIVENESS  
Unless otherwise stated in this document, this continuing power of attorney will come into effect on the date it is signed and witnessed.

7. SIGNATURE:  DATE: 2/5/2014  
(Sign your name in the presence of two witnesses.)




8. WITNESS STATEMENT AND SIGNATURE

[Note: The following people cannot be witnesses: the attorney or his or her spouse or partner; the spouse (including common law spouse), partner (two people who have lived together for at least one year and who have a close relationship which is of primary importance to both their lives) or child of the person making the document, or someone that the person treats as his or her child; a person whose property is under guardianship or who has a guardian of the person; a person under the age of 18.]

WITNESS #1:

Signature:



Print Name:

Abir Hage-Ali

Address:

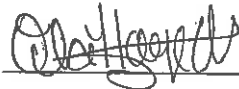
12 Treasure dr.

Date:

May 2 / 2014.

WITNESS #2:

Signature:



Print Name:

Ola Hage-Ali

Address:

677 Novo Star drive

Date:

May 2/2014



Ontario Driver's Licence / Permis de conduire ON CANADA

NAME/NOM: ABOU ELELLA  
 WAEL K A M  
 2003 350 RATHBURN RD W  
 MISSISSAUGA, ON, L5B 3Y2

NUMBER/NUMERO: A1059 - 77557 - 20514

ISS/DEL: 2010/07/26 AB EXP/EXP: 2015/07/23

DOB/RSC: AT3920698 16 HGT/HAUT: 179 cm

SEX/SEXE: M

CLASS/CATEG: G1

DOB/DATE: 1972/05/14

6310543

AT3920698

CLASS/CATEGORIE: G1  
 Automobile/combiné (max. 4400 kg);  
 with G1 restrictions: Automobiles/assembles  
 de moins de 1000 kg max.  
 sans limite de puissance ne dépassant pas  
 100 CV restrictions ou niveau G1

RESTRICTIONS/CONDITIONS: 12

AT3920698

*Richard*  
 PSV 2 #2608  
 Agent: *James*  
 May 6, 2014



Wael Abu Elella

Occupation : Marketing

Email: wael\_abou@yahoo.com

Tel: (905) 290 8311 Home  
(416) 230 1117 Mobile

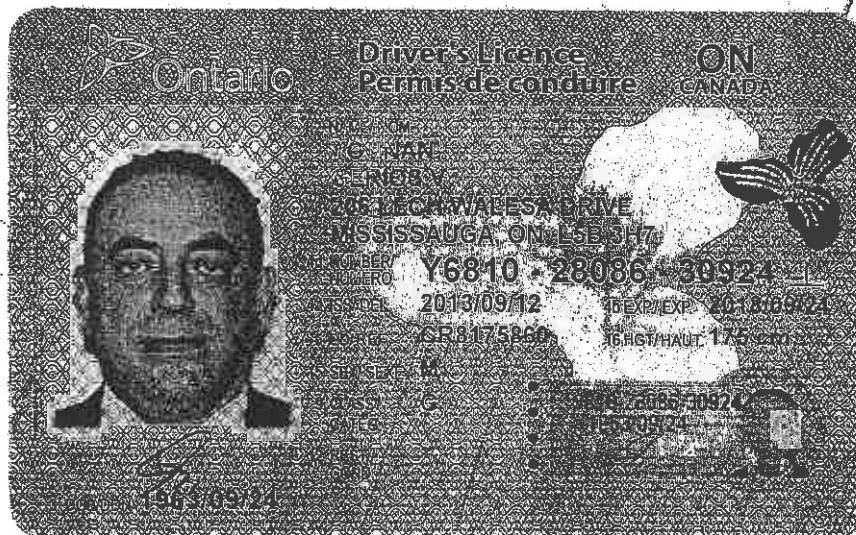
*Purchaser's Info*

*PSV 2 H260E*

*Agent: Ismael*

*6 May 2014*





POA: *[Signature]*

PSV2 #2608 (Lux)





Property PSV Tower TWO Suite: 2608  
Municipal Address: (If Applicable)

## 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.

**NOTE TO HOME BUYERS:** Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all 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 condominium unit.

VENDOR AMACON DEVELOPMENT (CITY CENTRE) CORP.

PURCHASER WAEL ABOU ELELLA

### 1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the condominium home will be completed and ready to move in, is:

the 1st day of December, 2015.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 3 of the Addendum by giving proper written notice as set out in section 3.

By no later than 30 days after completion of the roof slab or of the roof trusses and sheathing, as the case may be, with 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

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 3 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 9 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 3rd day of December, 2018.\*

### 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 3 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: (i.e., 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

the 2nd day of September, 2015.

### 3. Purchaser's Termination Period

If the condominium home is not complete by the Outside Occupancy Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period could end as late as:

the 2nd day of January, 2019.\*

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 9, 11 and 12 of the Addendum).

**Note:** Anytime 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 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 7 of the Addendum).

Acknowledged this 6th day of May, 2014.

VENDOR :

PURCHASER :



## 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. It contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "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 CLOSING WARRANTY.**

The Vendor shall complete all blanks set out below.

<b>VENDOR</b>			
<b>AMACON DEVELOPMENT (CITY CENTRE) CORP.</b> <small>Full Name(s)</small>			
<b>38706</b> <small>Tarion Registration Number</small>	<b>Suite 400, 37 Bay Street</b> <small>Address</small>		
<b>(416) 369-9069</b> <small>Phone</small>	<b>Toronto</b> <small>City</small>	<b>Ontario</b> <small>Province</small>	<b>M5J 3B2</b> <small>Postal</small>
<b>(416) 369-9068</b> <small>Fax</small>	<b>info@amacon.com</b> <small>Email</small>		
<b>PURCHASER</b>			
<b>WAELE ABU ELELLA</b> <small>Full Name(s)</small>			
<b>350 RATHBURN RD.W #2003</b> <small>Address</small>			
<b>(905) 290-8311</b> <small>Phone</small>	<b>MISSISSAUGA</b> <small>City</small>	<b>ONTARIO</b> <small>Province</small>	<b>L5B 3Y2</b> <small>Postal</small>
<small>Fax</small>	<small>Email</small>		
<b>PROPERTY DESCRIPTION</b>			
<small>Municipal Address</small>			
<small>City</small>	<small>Province</small>	<small>Postal Code</small>	
<b>Suite 2608 Unit 8 Level 25 Region: Peel</b> <small>Short Legal Description</small>			
<b>INFORMATION REGARDING THE PROPERTY</b>			
The Vendor confirms that:			
(a) The Vendor has obtained Formal Zoning Approval for the Building. <span style="float: right;"> <input checked="" type="radio"/> Yes    <input type="radio"/> No         </span>			
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: <input type="radio"/> has occurred; or <input checked="" type="radio"/> is expected to occur by <b>December 01, 2014</b>			
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.			



### 1. Definitions

**"Building"** means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

**"Business Day"** means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

**"Commencement of Construction"** means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

**"Critical Dates"** means the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

**"Delayed Occupancy Date"** means the date, set in accordance with section 6, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

**"Early Termination Conditions"** means the types of conditions listed in Schedule A.

**"Firm Occupancy Date"** means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

**"Formal Zoning Approval"** occurs when the zoning by-law required in order to construct the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

**"Occupancy"** means the right to use or occupy a proposed or registered condominium home in accordance with the Purchase Agreement.

**"Outside Occupancy Date"** means the latest date that the Vendor agrees, at the time of signing the Purchase Agreement, to provide Occupancy to the Purchaser, as set out in the Statement of Critical Dates.

**"Property" or "condominium home"** means the condominium dwelling unit being acquired by the Purchaser from the Vendor, and its appurtenant interest in the common elements.

**"Purchaser's Termination Period"** means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

**"Statement of Critical Dates"** means the Statement of Critical Dates attached to or accompanying this Addendum (in form to be determined by the Tarion Registrar from time to time). The Statement of Critical Dates must be signed by both the Vendor and Purchaser.

**"The Act"** means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

**"Unavoidable Delay"** means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

**"Unavoidable Delay Period"** means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 7(b), and the date on which the Unavoidable Delay concludes.

### 2. Early Termination - Conditions

(a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.

(b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs 2(h), (i) and (j) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs 2 (h) or (i) is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

(c) The Vendor confirms that:

(i) This Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), will result in the automatic termination of the Purchase Agreement.

☒ Yes ☐ No

(ii) If yes, the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions.

#### Condition #1 (if applicable)

Description of the Early Termination Condition: **See Attached**

The Approving Authority (as that term is defined in Schedule A) is: **See Attached**

The date by which Condition #1 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

#### Condition #2 (if applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is:

The date by which Condition #2 is to be satisfied is the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The date for satisfaction of any Early Termination Condition cannot be later than 90 days before the Firm Occupancy Date, and will be deemed to be 90 days before the Firm Occupancy Date if no date is specified or if the date specified is later than 90 days before the Firm Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following signing of the Purchase Agreement.

*Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*

(d) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph 2(c)(ii) and any appendix listing additional Early Termination Conditions.

(e) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions listed in subparagraph 2(c)(ii).

(f) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;

*[Handwritten signature and initials]*



The undersigned, **Wael Abou Elella** (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 PSV2 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 **Three Hundred Thousand Four Hundred (\$300,400.00)** 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 **Thirteen Thousand Twenty (\$13,020.00)** 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 **Fifteen Thousand Twenty (\$15,020.00)** 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 **Fifteen Thousand Twenty (\$15,020.00)** 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 **Thirty Thousand Forty (30,040.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) 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 **December 01, 2015** 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 12 day of May, 2014.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

Purchaser: **Wael Abou Elella** D.O.B. 14-May-72 S.I.N. --

Witness:

DATED at TORONTO this 8 day of MAY, 2014.

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

Purchaser's Solicitor:

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

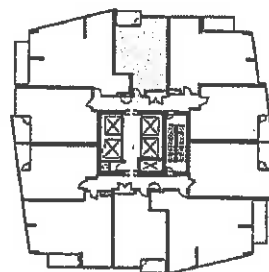
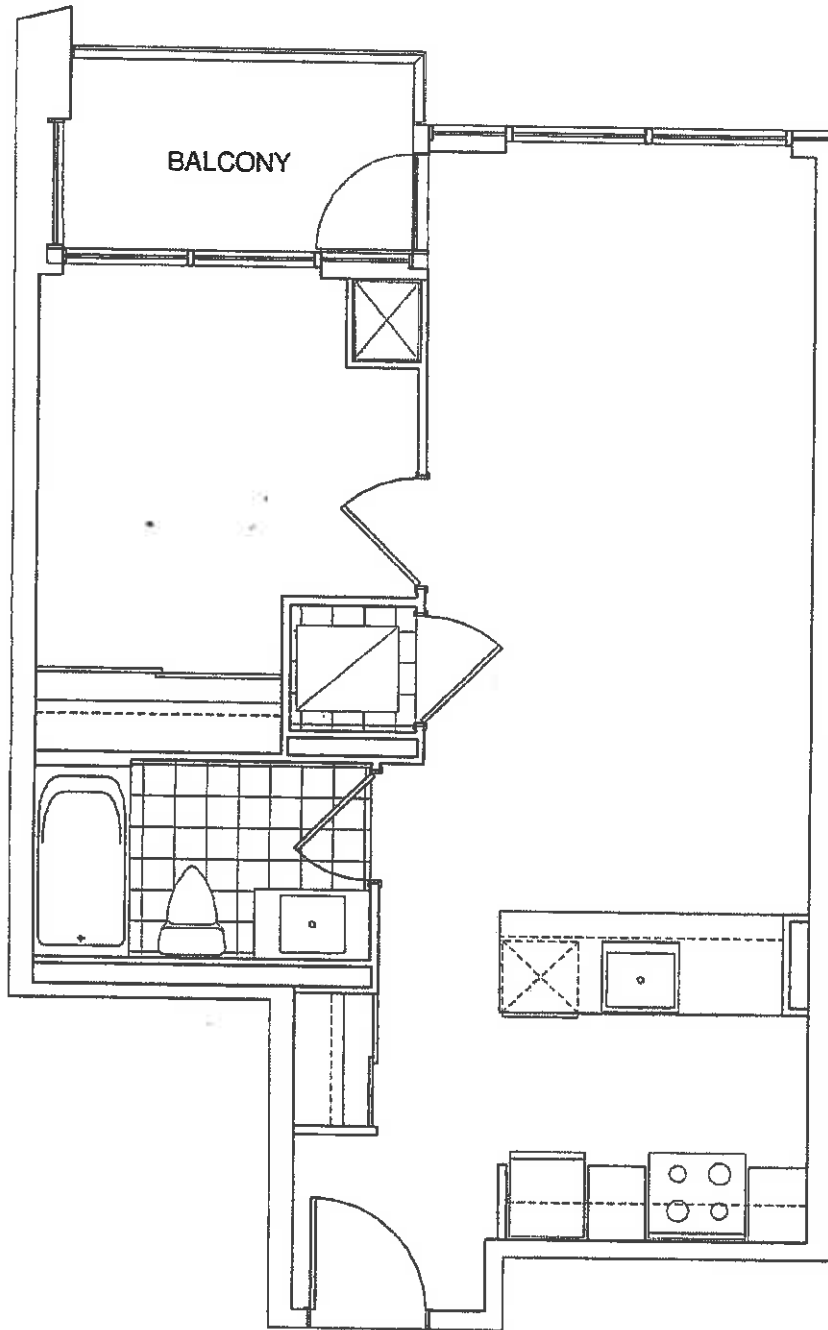
PER: [Signature]  
Authorized Signing Officer  
I/We have the authority to bind the Corporation.



# SCHEDULE "A" - TOWER 2

TO AGREEMENT OF  
PURCHASE AND SALE

## Unit 8, Level 25, Suite 2608



TYPICAL FLOOR

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.



BUILDING  
NORTH

Purchaser's Initials

Purchaser's Initials

Vendor's Initials

May 29, 2012



# INDIVIDUAL IDENTIFICATION INFORMATION RECORD

Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

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

Lot/Suite #: 2608    Phase/Tower: TWO    Plan No.:

Street: in the of

**Date of Offer: May 06, 2014**

**Sales Representative: In2ition Realty**

## Verification of Individual

- |   |  |
|---|--|
| 1. Full Legal Name of Individual:               | <b>Wael Abou Elella</b>                                      |
| 2. Address:                                     | <b>350 Rathburn Rd. W,<br/>Mississauga, Ontario, L5B 3Y2</b> |
| 3. Date of Birth:                               | <b>May 14, 1972</b>  |
| 4. Principal Business or Occupation:            | <u>Marketing</u>   |
| 5. Identification Document (must see original): | <u>Driver's License</u>                                      |
| 6. Document Identification Number:              | <u><b>A1059-77557-20514</b></u>                              |
| 7. Issuing Jurisdiction:                        | <u>Ont</u>   |
| 8. Document Expiry Date (must not be expired):  | <u>2015/7/23</u>   |

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

**Acceptable Identification Documents:** birth certificate, driver's licence, passport, record of landing , permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

**Verification of Third Parties (if applicable)**

**Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.**

1. Name of third Party: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Date of Birth: \_\_\_\_\_
4. Principal Business or Occupation: \_\_\_\_\_
5. Incorporation number and place of issue (corporations/other entities only) \_\_\_\_\_
6. Relationship between third party and client: \_\_\_\_\_



## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSITBetween: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and**WAEI ABOW ELELLA** (the "Purchaser")Suite **2608** Tower **TWO** Unit **8** Level **25** (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:

(ii) the sum of **Thirteen Thousand Twenty (\$13,020.00)** 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 **Fifteen Thousand Twenty (\$15,020.00)** 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 **Fifteen Thousand Twenty (\$15,020.00)** 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 **Thirty Thousand Forty (30,040.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

(ii) the sum of **Five Thousand (\$ 5,000.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to two and 3/10 (2.3%) 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 **Five Thousand (\$ 5,000.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to three and 9/10 (3.9%) 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; and

(iv) the sum of **Eight Thousand (\$8,000.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to six and 6/10 (6.6%) 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; and

(v) the sum of **Ten Thousand and Forty (\$10,040.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to ten (10%) 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; and

Dated at Mississauga, Ontario this 6<sup>th</sup> day of May 2014.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Purchaser - WAEI ABOW ELELLA

Accepted at TORONTO this 8 day of MAY 2014.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: [Signature] c/s

Authorized Signing Officer

I have the authority to bind the Corporation.



GERIOS YOUNAN  
SOFIA YOUNAN

CIBC PremierService™

467

DATE 06 05 2014  
D D M M Y Y Y Y

PAY TO THE  
ORDER OF

Blaney McMurtry LLP in Trust

\$ 2,000. <sup>72</sup>/<sub>100</sub>

two Thousand dollars



CANADIAN IMPERIAL BANK OF COMMERCE  
89 HUMBER COLLEGE BLVD.  
ETOBICOKE, ONTARIO M9V 4B8

DEPOSIT ACCOUNT

MEMO

Wahl Abu El Ha Condo  
PSV 2 #2608 (dure)

⑈467⑈ ⑆01122⑈010⑆ 71⑈09032⑈

Received by Ruben


ON. May 6, 2014



- Suite 2608 PSV2 (Luxe)
1. I, Wael Abou Elella, revoke any previous continuing power of attorney for property made by me and APPOINT: GERIOS VICTOR YOUNAN to be my attorney(s) for property.
  2. If you have named more than one attorney and you want them to have the authority to act separately, insert the words "jointly and severally" here: N/A
  3. If the person(s) I have appointed, or any one of them, cannot or will not be my attorney because of refusal, resignation, death, mental incapacity, or removal by the court, I SUBSTITUTE: N/A
  4. I **AUTHORIZE** my attorney(s) for property to do on my behalf, anything that I can lawfully do by an attorney, and specifically anything in respect of property that I could do if capable of managing property, except make a will, subject to the law and to any conditions or restrictions contained in this document.

In accordance with the *Powers of Attorney Act*, I DECLARE that, after due consideration, I am satisfied that the authority conferred on the attorney(s) named in this Power of Attorney is adequate to provide for the competent and effectual management of all my estate in case I should become a patient in a psychiatric facility and be certified as not competent to manage my estate under the *Mental Health Act*. I THEREFORE DIRECT that in the event, the attorney(s) named in this Power of Attorney may retain this Power of Attorney for the management of my estate by complying with subsection 56(2) of the *Mental Health Act* and in that case the Public Trustee shall not become committee of my estate as would otherwise be the case under clauses 56(1)(a) and (b) of that Act. [Note: There are provisions under the *Substitute Decisions Act* which will make this statement unnecessary and inoperative after the law comes into effect].

5. **CONDITIONS AND RESTIRCTIONS** Attach, sign, and date additional pages if required: N/A
6. **DATE OF EFFECTIVENESS**  
Unless otherwise stated in this document, this continuing power of attorney will come into effect on the date it is signed and witnessed.

7. SIGNATURE:  DATE: 2/5/2014  
(Sign your name in the presence of two witnesses.)

I, Gerios Younan, certify  
that this is a true copy of  
the original

Gerios Victor Younan, a Commissioner, etc.,  
Province of Ontario, For NLC Lawyers.  
Expires March 7, 2016.

May 7, 2014



common law spouse), partner (two people who have lived together for at least one year and who have a close relationship which is of primary importance to both their lives) or child of the person making the document, or someone that the person treats as his or her child; a person whose property is under guardianship or who has a guardian of the person; a person under the age of 18.]

WITNESS #1:

Signature:



Print Name:

Alvir Hage-ali

Address:

12 Treasure dr.

Date:

May 2 / 2014.

WITNESS #2:

Signature:



Print Name:

Olaf Hage-Ali

Address:

677 Novo Star drive

Date:

May 2/2014

I, Gerios Younan, certify  
that this is a true copy of  
the original

Gerios Victor Younan, a Commissioner, etc.,  
Province of Ontario, for NLC Lawyers.  
Expires March 7, 2016

May 7, 2014

