

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

NAZIKH AL AGBAR (the "Purchaser")

Suite 3404 Tower ONE Unit 4 Level 33 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

N/A

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

The undersigned, SAYD NAZIKH AL AGBAR (collectively, the "Purchaser")

DATE OF BIRTH: 1995/04/05
IDENTIFICATION NO.: A5033-69369-50405
CURRENT ADDRESS: 621 HASSALL RD
Mississauga, ON L5A 2E4
TELEPHONE: 647-892-8475
EMAIL: sayd.alagbar@mail.utoronto.ca
Occupation: Student

(Relationship to original purchaser: Son of Purchaser)

Dated at Mississauga, Ontario this 1 day of March 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of



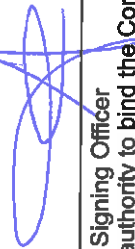
Witness



Purchaser - NAZIKH AL AGBAR

Accepted at Mississauga this 1st day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

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

The undersigned, **NAZIKH AL AGBAR** (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 PSV - Tower ONE 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 **Two Hundred Ninety-Seven Thousand Nine Hundred (\$297,900.00))** 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 **Twelve Thousand Eight Hundred Ninety-Five (\$12,895.00)** 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 **Fourteen Thousand Eight Hundred Ninety-Five (\$14,895.00)** 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 **Fourteen Thousand Eight Hundred Ninety-Five (\$14,895.00)** 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 Ninety (29,790.00)** 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 **March 20, 2017** being the Firm Occupancy Date set in accordance with the TARIION Statement of Critical Dates ("TARIION Statement") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARIION Statement and the TARIION Delayed Occupancy Warranty Addendum (together, the "TARIION 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 TARIION 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 TARIION 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 TARIION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 1 day of March 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:



Witness:

 POA

Purchaser: NAZIKH AL AGBAR D.O.B. 16-Jun-63 S.I.N. -

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED at Mississauga this 1 day of March 2017.

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:

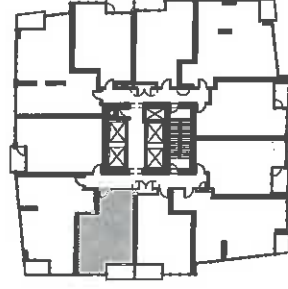
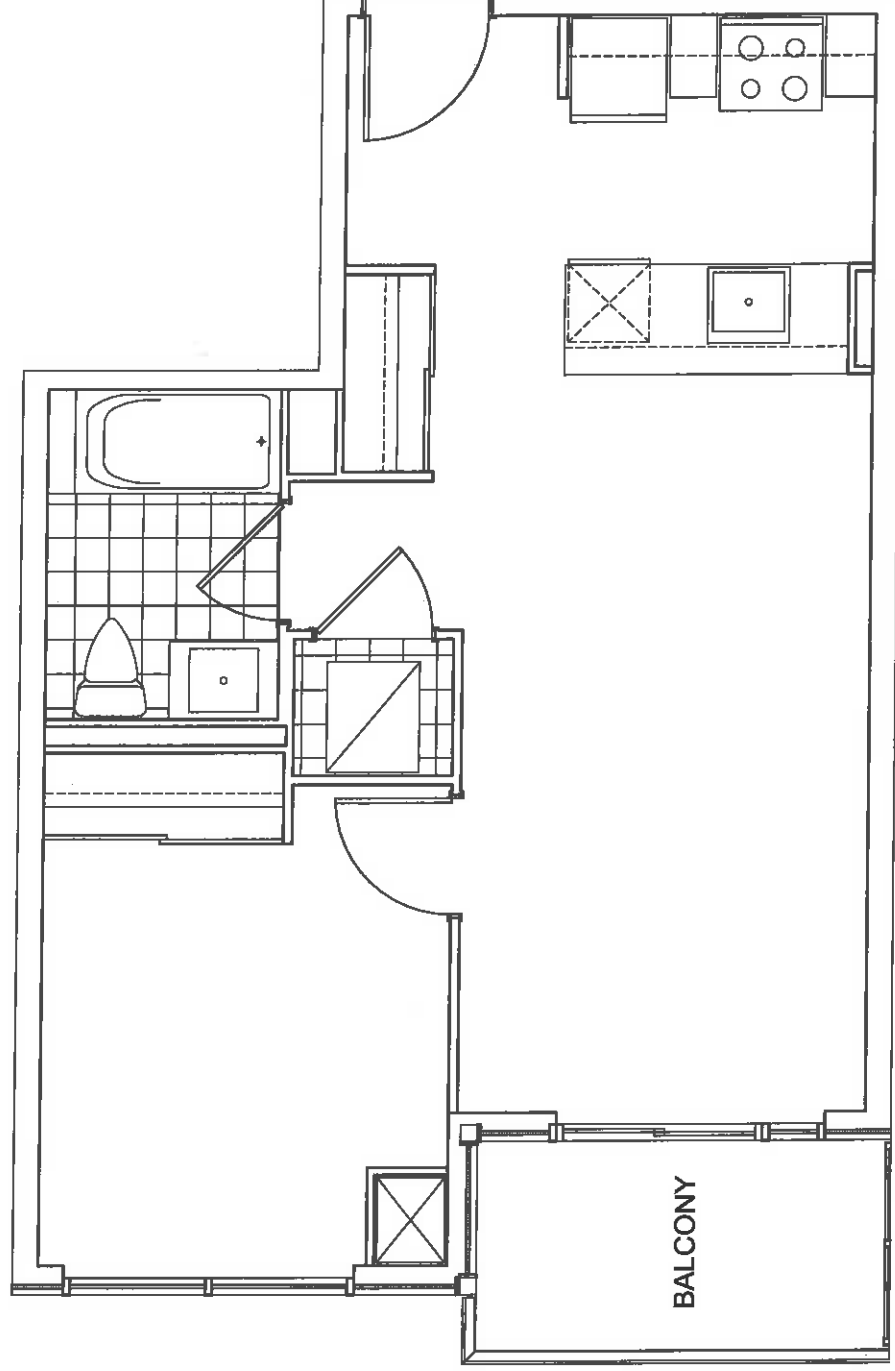

Authorized Signing Officer

I/We have the authority to bind the Corporation.

SCHEDULE "A" - TOWER 1

TO AGREEMENT OF
PURCHASE AND SALE

Unit 4, Level 33, Suite 3404



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.



Purchaser's Initials

S.A

Purchaser's Initials

(POA)

Vendor's Initials

[Signature]

Property:PSV - Block 7 - PSV Suite: 3404 - 4011 Brickstone Mews

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 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 **NAZIKH AL AGBAR**

1. Critical Dates

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

the 20th day of March, 2017.*

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 29th day of June, 2018.*

2. 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 30th day of July, 2018.*

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 1st day of March, 2017.

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. 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)	Suite 400, 37 Bay Street			
38706	Address			
Tarion Registration Number	Toronto			
(416) 369-9069	City			
Phone	Ontario			
(416) 369-9068	Province			
Fax	infoTO@amacon.com			
Email	M5J 3B2			
Postal				
PURCHASER				
Full Name(s)	MISSISSAUGA			
NAZIKH AL AGBAR	City			
621 HASSAL RD	Mississauga			
Address	Ontario			
(647) 892-8475	Province			
Phone	Postal Code			
Fax	L5A 2E4			
	Postal			
	Email* nazieh16061964@gmail.com			
PROPERTY DESCRIPTION				
4011 Brickstone Mews				
Municipal Address				
Mississauga				
City				
Part of Block 4 and Part of Part 6 as shown on 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.				
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; or ☐ is expected to occur by				
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.				

SA
(POA)

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

NAZIKH AL AGBAR (the "Purchaser")

Suite **3404** Tower **ONE** Unit **4 Level 33** (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 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 1 day of March 2017.

Witness:

Purchaser: **NAZIKH AL AGBAR**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 1st day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

NAZIKH AL AGBAR (the "Purchaser")

Suite **3404 Tower ONE Unit 4 Level 33** (the "Unit")

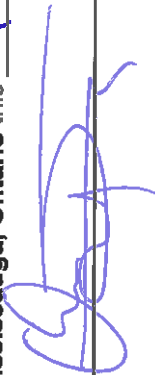
It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the 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 **Ten Thousand Dollars (\$10,000.00)** 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 1 day of March 2017.



Witness:

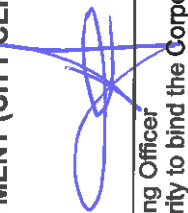


Purchaser: **NAZIKH AL AGBAR**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 1st day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation

PSV - TOWER ONE
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
DEVELOPMENT CHARGES

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

NAZIKH AL AGBAR (the "Purchaser")

Suite **3404** Tower **ONE** Unit **4** Level **33** (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:

6.(b) (v) Except for development charges as of the date hereof which shall be paid by the Vendor, 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 (the Property or any portion thereof), pursuant to the *Development Charges Act, 1997, S.O., c. 27*, and the *Education Act, R.S.O. 1990, c. E.2*, as amended from time to time, or any other relevant legislation or authority over the amount of such charges. If such increases in or new charges are assessed against the Property as a whole and not against the Unit, the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts based on the proportionate common interest allocation attributable to the Unit;

(vi) 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, which levy or charge will have been paid or payable to the City of Mississauga or other governmental authority in connection with the development of the Condominium;

(viii) 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, the Purchaser's portion of same to be calculated by dividing the total amount of such cost by the number of residential units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs. A letter from the Vendor confirming the said costs shall be final and binding on the Purchaser;

INSERT:

6.(b) (v) Intentionally deleted;
(vi) Intentionally deleted;
(viii) Intentionally deleted;

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

Dated at **Mississauga, Ontario** this 1 day of March 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:



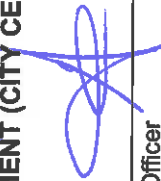
Witness



Purchaser - NAZIKH AL AGBAR

Accepted at Mississauga this 1st day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

NAZIKH AL AGBAR (the "Purchaser")

Suite **3404** Tower **ONE** Unit **4** Level **33** (the "Unit")

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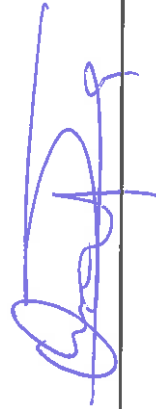
Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (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 Two Hundred Fifty Dollars (\$250.00) 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 1 day of March 2017.



Witness:

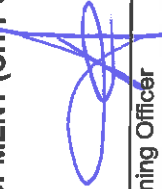


Purchaser: **NAZIKH AL AGBAR**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 1st day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
NAZIKH AL AGBAR (the "Purchaser")
Suite **3404** Tower **ONE** Unit **4 Level 33** (the "Unit")

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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 Two Hundred Fifty (\$250.00) 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.

(P.O.A)

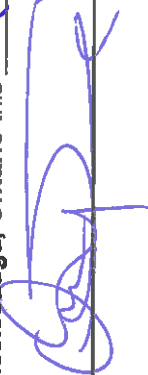

(vi) If, as a result of any such assignment, the Purchaser or assignment purchaser is no longer eligible or becomes ineligible for the New Housing Rebate described in paragraph 6 (f) of the Agreement, the amount of such Rebate shall be added to the Purchase Price and credited to the Vendor on closing;

(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 1 day of March 2017.



Witness:



Purchaser: NAZIKH AL AGBAR

DATED at Mississauga this 1st day of March 2017.
AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:



Authorized Signing Officer
I have the authority to bind the Corporation

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
NAZIKH AL AGBAR (the "Purchaser")

Suite 3404 Tower ONE Unit 4 Level 33 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE
DEPOSIT

- (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
- (ii) the sum of Twelve Thousand Eight Hundred Ninety Five (\$12,895.00) 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 Fourteen Thousand Eight Hundred Ninety Five (\$14,895.00) 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 Fourteen Thousand Eight Hundred Ninety Five (\$14,895.00) 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 Ninety (29,790.00) 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);

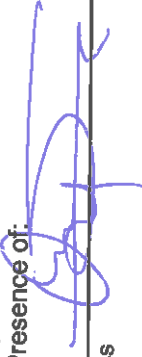
INSERT: TO THE AGREEMENT OF PURCHASE AND SALE
DEPOSIT

- (i) the sum of Twenty Thousand (\$20,000.00) Dollars submitted with this Agreement;
- (ii) the sum of Thirty Nine Thousand Five Hundred and Eighty (\$39,580.00) 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);

Dated at Mississauga, Ontario this 1 day of March 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:



Witness



Purchaser - NAZIKH AL AGBAR

Accepted at Mississauga this 1st day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

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

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

NAZIKH AL AGBAR (the "Purchaser")

Suite **3404** Tower **ONE** Unit **4** Level **33** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

OCCUPANCY DATE

S. Agbar

The Purchaser shall occupy the Unit on March 20, 2017 being the Firm-Tentative Occupancy Date.

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

OCCUPANCY DATE

The Purchaser shall occupy the Unit on April 10, 2017 being the Firm Occupancy Date.

Dated at Mississauga, Ontario this 1 day of March 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:

[Signature]

Witness

[Signature]

Purchaser - NAZIKH AL AGBAR

Accepted at Mississauga this 1st day of March 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

PSV - TOWER ONE
SCHEDULE "D"
ACKNOWLEDGEMENT OF RECEIPT

Suite **3404** Tower **ONE** Unit **4** Level **33** (the "Unit")

THE UNDERSIGNED, **NAZIKH AL AGBAR** 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 February 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 1 day of March 2017.



Witness:



Purchaser: **NAZIKH AL AGBAR**

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 #: **3404** Phase/Tower: **ONE** Plan No.:

Street: **4011 Brickstone Mews** in the City of **Mississauga**

Date of Offer: **March 01, 2017**

Sales Representative: **In2ition Realty**

Verification of Individual

1. Full Legal Name of Individual: **NAZIKH AL AGBAR**
2. Address: **621 HASSAL RD,
MISSISSAUGA, ONTARIO, L5A 2E4**
3. Date of Birth: **June 16, 1963**
4. Principal Business or Occupation: **Medical Doctor**
5. Identification Document (must see original): **Driver's Licence**
6. Document Identification Number: **A5033-58306-30616**
7. Issuing Jurisdiction: **Ontario**
8. Document Expiry Date (must not be expired): **2017/06/16**

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: _____

 **Ontario** Driver's Licence / Permis de conduire **ON** CANADA


12 NAME / NOM
**AL AGBAR,
SAYD, NAZIKH**
3 621 HASSALL RD
MISSISSAUGA, ON, L5A 2E4
4d NUMBER /
NUMERO **A5033 - 69369 - 50405**
4b ISS / DEL **2014/08/28**
5 DO / REF **CZ6316872**
15 SEX / SEXE **M**
9 CLASS /
CATEG **G**
12 REST /
COND **X**


3 EXPIRY 1995/04/05


4b EXP / EXP **2017/07/25**
18 HGT / HAUT **172 cm**



 **Ontario** Driver's Licence / Permis de conduire **ON** CANADA


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3 EXPIRY 1995/04/05


4b EXP / EXP **2017/07/25**
18 HGT / HAUT **172 cm**



647-892-8475
Sayd. AGBAR @mail.utoronto.ca.



Ontario

Driver's Licence
Permis de conduire

ON
CANADA



1,2 NAME/ NOM

AL AGBAR,
NAZIKH

8

621 HASSALL RD
MISSISSAUGA, ON, L5A 2E4

4d NUMBER/
NUMÉRO

A5033 - 58306 - 30616

4a ISS/ DÉL.

2015/07/22

4b EXP/ EXP. 2017/06/16

5 DD/ RÉF.

DG5962829

16 HGT/ HAUT. 173 cm

15 SEX/ SEXE

M

9 CLASS/
CATÉG.

G

12 REST/
COND

3 DOB/ DGN 1963/06/16

A5033 58306 30616

1963/06/16

CONTINUING POWER OF ATTORNEY FOR PROPERTY - (SHORT FORM)

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is given
By Nazikh Al Agbar of the City of Mississauga, Ontario.

APPOINTMENT

1. I APPOINT Sayd Nazikh Al Agbar of the City of Mississauga in the Province of Ontario to be my attorney for property, and I authorize my attorney to do, on my behalf, any and all acts, which I could do if capable, except make a will, subject to any conditions and restrictions contained herein. My attorney shall have the authority to act as my litigation guardian, if one is required to commence, continue, defend or represent me in any court proceeding.

SUBSTITUTION

2. If the above appointed attorney refuses to act, or is or are unable to act by reason of death, court removal, becoming incapacitated or resignation, I SUBSTITUTE AND APPOINT N/A of City of Mississauga, in the Province of Ontario to act as my attorney(s) for my property, in the place of any attorney(s) appointed in paragraph 1 hereof. The substituted attorney(s) shall, if able and willing to act, thereafter be my attorney(s) for property and I authorize him, her or them thereafter to do, on my behalf, any and all acts which I could do, if capable, except make a will, subject to any conditions and restrictions contained herein.

CONTINUING POWER

3. a) In accordance with section 7 of the *Substitute Decisions Act*, I declare that this power of attorney may be exercised during any subsequent legal incapacity on my part.
- b) I declare that, after due consideration, I am satisfied that the authority conferred on the attorney named in this power of attorney is adequate to provide for the competent and effectual management of all my property in case I should become a patient in a psychiatric facility and be certified as not competent to manage my property under the *Mental Health Act*. I therefore direct that in that event, the attorney named in this power of attorney may retain this power of attorney for the management of my property in accordance with subsection 54(6) of the *Mental Health Act* and in that case the Public Trustee shall not become committee of my property as would otherwise be the case under subsection 54(5) of the *Mental Health Act*.
- c) It is my intention and I so authorize my attorney that this authority shall be exercised during any incapacity on my part to manage my property, pursuant to sections 7 and 14 of the *Substitute Decisions Act*.

OS CK
NA

FAMILY LAW ACT CONSENT

4. If my spouse disposes of or encumbers any interest in a matrimonial home in which I have a right to possession under Part II of the *Family Law Act*, I authorize the attorney named in this power of attorney for me and in my name to consent to the transaction as provided for in clause 21(1)(a) of the said Act.

CONDITIONS AND RESTRICTIONS

5. This Continuing Power of Attorney for Property is only to be used for any and all dealings with the property at Park Side Village, Tower One, Suite 3404, Unit 04, Level 33, Floor Plan Style Two.

EFFECTIVE DATE

6. This continuing power of attorney for property comes into effect as of the date of execution set out below.

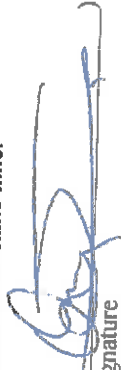
REVOCATION

7. Any prior power of attorney for property or any power of attorney which affects my property given by me, except a power of attorney given to a bank or financial institution for the purpose of transacting my business with that bank or financial institution, is hereby revoked.

COMPENSATION

8. I authorize my attorney and my attorney has agreed to accept [NO] compensation for any work done by him pursuant to this power of attorney for property.

Executed at the City of February this 27 day of 2017, in the presence of both witnesses, each present at the same time.


Signature

OMAR SHAATH
Name

Mississauga, Ont
City and Province


Signature

CHAZA KHAİL
Name

Mississauga, Ont
City and Province



PROMO TYPE:
MOVE IN NOW



PARKSIDE
VILLAGE,
MISSISSAUGA

Check Point

1st _____
2nd _____
3rd _____

OFFER WORKSHEET

IN2ITION SALES REPRESENTATIVE NAME: _____

Cooperating Sales Rep: Omar Sheath Date: _____

Brokerage: West 100 Contact #: 416 829 9595

Tower: PSV 1 Suite: 3404 (the "unit")

Sq.Ft.: _____ Type: _____ FLPN Name: Two

Purchase Price

Purchase Price (inclusive of HST): \$ 297,900 Sign off:

1st Deposit: with offer \$20,000 Date: _____

MUST BE CERTIFIED CHEQUE
+ Bal. to 201 on Dec.

PURCHASER INFORMATION - MUST BE FULLY COMPLETED

Purchaser Surname/Last Name: <u>Al Agbar</u>	Purchaser Surname/Last Name: <u>Al Agbar</u>
Purchaser First/Given Name: (Mr. Mrs. Ms.) <u>Sayd</u>	Purchaser First/Given Name: (Mr. Mrs. Ms.) <u>Nazikh</u>
Address: <u>621 Hanssall Road</u>	Address: _____
City: <u>Mississauga</u>	City: _____
Residence Phone: _____	Residence Phone: _____
Cell Phone: <u>647 892 8475</u>	Cell Phone: <u>647 892 8475</u>
Email: <u>Sayd.Alagbar@gmail.com</u>	Email: <u>Nazikh16061964@gmail.com</u>
Date of Birth: <u>April 5, 1995</u>	Date of Birth: <u>16 June 1963</u>
SIN #: _____	SIN #: _____
Driver's License/Passport #: <u>A5033 69369 50405</u>	Driver's License/Passport #: <u>A5033 58306 30616</u>
Expiry Date: <u>25 July 2017</u>	Expiry Date: <u>16 June 2017</u>

Additional items included

- 10,000 cash back
- 15% development charge waiver
- lease option

Purchaser Profile: To be completed by an In2ition Sales Representative

What is your Profession: <u>Doctor / Graduate</u>	Marital status: <u>married</u>
Are you an End User or Investor: <u>Investor</u>	How did you hear about us: <u>Omar</u>
How many dependents living with you: <u>None</u>	Their ages: _____

AMACON

LIVE WELL.

in2ition
IN2ITION | REALTY | BROKERAGE