

AGREEMENT OF PURCHASE AND SALE

The undersigned, **CLARO P JR CRUZ** (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 Avia Tower Two, 4130 Parkside Village Drive, Mississauga, Ontario, Canada (the "**Project**") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

1. The purchase price of the Unit (the "**Purchase Price**") is **Five Hundred Fifty-Eight Thousand Nine Hundred (\$558,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:

(a) to Aird & Berlis 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 **Five Thousand (\$5,000.00)** Dollars submitted with this Agreement;

(ii) the sum of **Twenty-Two Thousand Nine Hundred Forty-Five (\$22,945.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;

(iii) the sum of **Twenty-Seven Thousand Nine Hundred Forty-Five (\$27,945.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of **Twenty-Seven Thousand Nine Hundred Forty-Five (\$27,945.00)** 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-Seven Thousand Nine Hundred Forty-Five (27,945.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

(b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.
2.

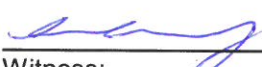
(a) The Purchaser shall occupy the Unit on **October 03, 2023** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("**TARION Statement**") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance 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 24th May, 2019

SIGNED, SEALED AND DELIVERED
In the Presence of:





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) Purchaser: CLARO P JR CRUZ D.O.B. 04-Aug-63 S.I.N. --

Witness:
Rochelle Ramsey

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

DATED at Mississauga, Ontario this 24th May, 2019

Vendor's Solicitor:
Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.
PER: 
Authorized Signing Officer
I have the authority to bind the Corporation.