



AVIA - TOWER ONE

Suite 609

Unit 9 Level 6

AGREEMENT OF PURCHASE AND SALE

Floor Plan BEACON-1-T

The undersigned, **FIKRAT YOUSIF ALLAH WERDI ALLAH WERDI and JENNIFER LEONARD OSCAR FOSBERY** (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 One, 430 Square One 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 **One Million One Hundred Twenty-One Thousand Nine Hundred (\$1,121,900.00)** 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 **Fifty-One Thousand Ninety-Five (\$51,095.00)** 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 **Fifty-Six Thousand Ninety-Five (\$56,095.00)** 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 **Fifty-Six Thousand Ninety-Five (\$56,095.00)** 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 **Fifty-Six Thousand Ninety-Five (\$6,095.00)** 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);

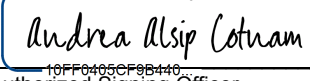
(b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.
2.

(a) The Purchaser shall occupy the Unit on **September 05, 2023** being the First

ACCEPTED this 7th day of April, 2022

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.

3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the “**Act**”) and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise defined in the TARION Statement and Addendum.
- (a) “**Agreement**” shall mean this agreement including all Schedules and the Tarion Statement and Addendum attached hereto, as same may be amended in accordance with its terms, from time to time;
 - (b) “**Closing Date**”, “**Date of Closing**” or “**Closing**” shall mean the date of closing set out in paragraph 14 of this Agreement or any date or any date of closing whether before or after such date which may be fixed by the terms of this Agreement and in accordance with the Tarion Statement and Addendum;
 - (c) “**Commercial Space**” shall mean those areas of the subdivision Block 1 lands located primarily at grade, including a designated parking area at, below or above grade and intended for commercial and/or retail use which Commercial Space may, in the Declarant’s discretion be included in the Condominium, registered as a separate Condominium or retained, leased or sold as freehold land;
 - (d) “**Condominium**” shall mean the condominium which will be registered against the Property pursuant to the provisions of the Act;
 - (e) “**Condominium Documents**” shall mean the Creating Documents, the by laws and rules of the Condominium, the disclosure statement, budget statement and reciprocal agreement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the Condominium, as may be amended from time to time;
 - (f) “**Corporation**” shall mean the Standard Condominium Corporation created upon registration by the Vendor of the Creating Documents;
 - (g) “**Creating Documents**” shall mean the declaration and description which are intended to be registered against title to the Property and which will serve to create the Condominium, as may be amended from time to time;
 - (h) “**Guest Suite Units**” shall mean two (2) guest suites proposed to be located in the condominium in a location to be specified by the Vendor in its sole discretion prior to the Closing Date.
 - (i) “**Occupancy or Occupancy Period**” shall mean the period of time from the Occupancy Date to the Closing Date;
 - (j) “**Occupancy Licence**” shall mean the terms and conditions by which the Purchaser shall occupy the Unit during Occupancy or Occupancy Period as set forth in Schedule “C” hereof;
 - (k) “**Occupancy Fee**” shall mean the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with Schedule “C” hereof;
 - (l) “**Parking Unit**” shall mean one (1) parking unit to be located in a location to be specified by the Vendor in its sole discretion prior to the Closing Date. The Purchaser acknowledges that the Vendor, in its sole discretion, shall have the right to relocate the Parking Unit to another location on the Property prior to the Closing Date. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges that a Parking Unit is included in the Purchase Price only if indicated on page 1 hereof, failing which a Parking Unit is not included in the Purchase Price;
 - (m) “**Property**” shall mean the lands and premises upon which the Condominium is constructed or shall be constructed as legally described in the TARION Addendum annexed hereto; and
 - (n) “**Storage Unit**” shall mean one (1) storage unit to be located in the proposed Condominium in a location to be specified by the Vendor in its sole discretion prior to the Closing Date. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges that a Storage Unit is included in the Purchase Price only if indicated on page 1 hereof, failing which a Storage Unit is not included in the Purchase Price.

Finishes

4. The Purchase Price shall include those items listed on Schedule “B” attached hereto. The Purchaser acknowledges that only the items set out in Schedule “B” are included in the Purchase Price and that model suite furnishings, appliances, decor, upgrades, artist’s renderings, scale model(s), improvements, mirrors, drapes, tracks, lighting fixtures and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule “B”. The

Deposits

5. (a) The Vendor shall credit the Purchaser with interest at the prescribed rate on either the Occupancy Date or the Closing Date at the Vendor’s sole discretion on all money received by the Vendor on account of the Purchase Price from the date of deposit of the money received from time to time by the Vendor’s Solicitors or the trustee until the Occupancy Date. No interest shall be payable for the period from the Occupancy Date to the Closing Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted on the TARION Addendum annexed hereto. The Purchaser further acknowledges and agrees that any cheques provided to the Vendor on account of the Purchase Price will not be deposited, and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act, R.S.C. 1985, c. 1 (Canada) (“ITA”). If the Purchaser is not a resident of Canada for the purposes of the ITA, the Vendor shall be entitled to withhold and remit to Canada Revenue Agency (“CRA”) the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.
- (b) All deposits paid by the Purchaser shall be held by the Vendor’s Solicitors in a designated trust account, and shall be released only in accordance with the provisions of Section 81(7) of the Act and the regulations thereto, as amended. The Vendor’s Solicitors shall be entitled to pay such deposit monies to such other party as may be authorized to hold such monies in accordance with the Act provided that such party confirms and acknowledges that such deposit monies are held in trust by it pursuant to the provisions of this Agreement and the Act. Upon delivery of prescribed security in accordance with the Act to the Vendor’s Solicitors, the Vendor’s Solicitors shall be entitled to release the deposits to the Vendor. Without limiting the generality of the foregoing, and for greater clarity, it is understood and agreed that with respect to any deposit monies received from the Purchaser the Vendor’s Solicitors shall be entitled to withdraw such deposit monies from said designated trust account prior to the Closing Date when the Vendor obtains a Certificate of Deposit from the Tarion Warranty Program for deposit monies up to Twenty Thousand (\$20,000.00) Dollars. With respect to deposit monies in excess of Twenty Thousand (\$20,000.00) Dollars, the Vendor may obtain one or more excess condominium deposit insurance policies (issued by any insurer selected by the Vendor that is authorized to provide excess condominium deposit insurance in Ontario) insuring the deposit monies so withdrawn (or to be withdrawn). In such event, the Vendor shall deliver the said excess condominium deposit insurance policies to the Vendor’s solicitors holding the deposit monies for which said policies have been provided as security, in accordance with the provisions of Section 21 of O. Reg. 48/01 and upon delivery of same the Vendor’s Solicitors shall be entitled to release the excess deposits to the Vendor or as it may direct. The Purchaser hereby irrevocably authorizes and directs the Vendor’s Solicitors to release the deposit monies as aforesaid and hereby releases and forever discharges the Vendor’s Solicitors from any liability in this regard. The foregoing may be pleaded as an estoppel or bar to any future action by the Purchaser. The Purchaser hereby irrevocably appoints the Vendor as his agent and lawful attorney, in the Purchaser’s name, place and stead to complete any prescribed security obtained by the Vendor, including, without limitation, all deposit insurance documentation, policies and receipts, in accordance with the Powers of Attorney Act, R.S.O. 1990, c. P.20, as amended. The Purchaser further confirms and agrees that this power of attorney may be executed by the Vendor during any subsequent legal incapacity of the Purchaser. Without limiting the generality of the foregoing, the Purchaser acknowledges that the Vendor’s Solicitors may be holding deposit funds in trust as an escrow agent acting for and on behalf of the TARION Warranty Program (“TAR

- (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 installation, service or benefit, public art levy, charge or contribution(s) assessed against the Unit or the Project, the Property (or portion 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 having jurisdiction in connection with the development of the Condominium;
 - (vii) the aggregate amount of all enrolment fees and licensing fees paid or payable by or on behalf of the Vendor to each of Home Construction Regulatory Authority and Tarion Warranty Corporation respectively, in connection with the dwelling unit being acquired by the Purchaser (and the dwelling unit's appurtenant interests in the common elements), as well as the Home Construction Regulatory Authority's regulatory oversight fee per dwelling unit and any enrolment fees and licensing fees pertaining to the common elements of this Condominium (and accordingly apportioned by the Vendor amongst each of the dwelling units in this Condominium), together with any provincial and/or federal taxes exigible in connection therewith;
 - (viii) The cost of all consumption meter installations, all servicing connection and/or installation and connection and/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;
 - (ix) The charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
 - (x) The sum of Fifty (\$50.00) Dollars for each payment tendered on account of the Purchase Price representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfillment of the requirements of subsection 81(6) of the Act which require that the Purchaser be notified of the receipt of, and the manner in which, the Purchaser's deposits are held;
 - (xi) Any legal fees and disbursements charged to the Purchaser's solicitor for not utilizing the Teraview Electronic Registration System (as hereinafter defined) pursuant to paragraph 42 hereof provided that the Vendor, in its sole discretion, requires the use of same;
 - (xii) The sum of Two Hundred and Fifty Dollars (\$250.00) toward the cost of obtaining (partial) discharges for mortgages on the Unit which are not intended to be assumed by the Purchaser;
 - (xiii) All deposits or security required to be posted with all utility suppliers or such third parties that provide metering or check or submetering services, and where such deposit or security has been submitted by the Vendor, shall be reimbursed by the Purchaser to the Vendor.
- (c) The Purchaser acknowledges that, gas, water and hydro electricity, cable and telephone services are not included in the common expenses, and the Purchaser will be obliged to pay for such services directly, in addition to the common expenses attributed to the Unit from the Occupancy Date.
- (d) The Purchaser agrees to sign all contracts, documents and acknowledgments as may be required from time to time by the Vendor or the Condominium Corporation, or such other third parties as may be applicable, with respect to the provision of utility and other services to the Condominium including, without limitation, the requirement to provide deposit(s) or such other required security to set up account(s) for utilities or other services effective on the Occupancy Date.
- (e) In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitors on the Occupancy Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to make any amendments to the Agreement, such as, by way of example, to vary the manner in which the Purchaser has previously requested to take title to the Property, to add

relations (as such term is defined in the ETA) shall personally occupy the Unit as his, her or their primary place of residence, for such period of time as shall be required by the applicable legislation in order to entitle the Purchaser to the Rebates (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser’s acquisition of the Unit. The Purchaser further warrants and represents that he or she has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser’s own account, any part of the Rebates in connection with the Purchaser’s acquisition of the Unit, save as otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser’s rights, interests and entitlements to the Rebates and concomitantly releases all of the Purchaser’s claims or interests in and to same, to and in favour of the Vendor and hereby irrevocably authorizes and directs CRA to pay or credit the Rebates directly to the Vendor. The Purchaser and/or its relation(s), as applicable, shall execute and deliver to the Vendor, forthwith upon the Vendor’s request for same (and in any event on or before the Closing Date) all requisite documents and assurances that the Vendor may require in order to confirm the Purchaser’s entitlement to the Rebates and/or to enable the Vendor to obtain the benefit of same (by way of assignment or otherwise) (the “**Rebate Forms**”). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebates, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser’s failure to qualify for same, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebates, or as a result of the inability to assign the benefit of the Rebates to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebates to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his/her interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebates, or fails to deliver to the Vendor or the Vendor’s solicitor forthwith upon the Vendor’s request for same (and in any event on or before the Closing Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor may require from the Purchaser (or if applicable, his relations) or the Purchaser’s solicitor in order to confirm the Purchaser’s eligibility for the Rebates and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebates; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebates, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor’s belief or position on this matter is communicated to the Purchaser or the Purchaser’s solicitor on or before the Closing Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Closing Date, an amount equivalent to the Rebates, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that he or she is eligible for the Rebates despite the Vendor’s belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebates as aforesaid) be fully entitled to file the Rebate Form directly with (and pursue the procurement of the Rebates directly from) CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit (provided that for any rental prior to the Closing Date, the Purchaser has obtained the express prior written approval of the Vendor which may be arbitrarily withheld), the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his or her own after the Closing Date, a residential rental property rebate directly with CRA, pursuant to the ETA.

- (g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST value added or similar tax exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras

9.

(a)

The Purchaser agrees to accept title subject to the following:

(i)

the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser and as set out in Schedule “D”;

(ii)

easements, rights-of-way, encroachments, encroachment agreements, registered agreements, licences, and registered restrictions, by-laws, regulations, conditions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s);

(iii)

easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners including, without limitation, the Project, as provided for in the Disclosure Statement;

(iv)

registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, subdivision, engineering, heritage easement agreements and/or other municipal agreement (or similar agreements entered into with any governmental authorities), (with all of such agreements being hereinafter collectively referred to as “**Development Agreements**”);

(v)

agreements, notices of leases, notices of security interests or other documentation or registrations relating to any equipment, including without limitation, metering, submetering and/or check metering equipment, or relating to the supply of utility services; and

(vi)

any shared facilities agreements, reciprocal and/or cost sharing agreements, or other agreements, easements or rights-of-way with the other parties owning parts of the Project and/or adjoining properties.

(b)

It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Property a release of (or an amendment to) any of the aforementioned easements, agreements, development agreements, reciprocal agreements or restrictive covenants or any other documents, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith and the Vendor shall not be required to provide any letter of compliance or releases or discharges with respect thereto. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants and all other documents registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the “**Municipality**”), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.

(c)

The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 9(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Closing Date; and

(d)

The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred

12. The Purchaser covenants and agrees that he/she is a “**home buyer**” within the meaning of the Construction Lien Act, R.S.O. 1990, c.C.30. and will not claim any lien holdback on the Closing Date or Occupancy Date. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Closing Date shall be delayed on that account. The Purchaser agrees to close this transaction notwithstanding any construction liens or certificates of action which may have been registered on title to the Unit or the Condominium provided that the Vendor undertakes to remove such registrations as soon as possible after Closing and to indemnify and save the Purchaser harmless with respect to same.

The Planning Act

13. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Closing Date.

Closing

14. The Purchaser acknowledges and agrees that the date set out in subparagraph 2(a) of this Agreement is a First Tentative Occupancy Date as such term is defined in the TARION Addendum. The Vendor may, in accordance with section 3 of the TARION Addendum, on one or more occasions, extend the First Tentative Occupancy Date by notice in writing to the Purchaser of any such subsequent Tentative Occupancy Date no later than ninety days (90) before the existing Tentative Occupancy Date (which may include the First Tentative Occupancy Date as set out in subparagraph 2(a) of this Agreement and in the TARION Statement), failing which the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date as provided in the TARION Statement and Addendum annexed hereto.
15. By no later than 30 days after completion of the roof slab or roof trusses and sheathing for the Building, as the case may be, the Vendor shall by written notice to the Purchaser set either (i) the Final Tentative Occupancy Date or (ii) the Firm Occupancy Date, failing which, the existing Tentative Occupancy Date shall be the Firm Occupancy Date. By no later than 90 days before the last extended Tent

provisions of paragraph 32 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor’s costs and expenses in obtaining such order (including the Vendor’s Solicitor’s fees on a solicitor and client basis).

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.
23. The Purchaser covenants and agrees that he or she shall not directly or indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Property, or any neighbouring or adjacent lands owned by the Vendor (or its affiliated, associated or related entity) within the area bounded by Confederation Parkway, Square One Drive and Parkside Village Drive. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto. The Vendor shall be entitled to insert the foregoing covenants and restrictions in the Transfer/Deed and/or the Purchaser may be required to deliver a separate covenant on the Closing Date. The Purchaser shall be required to obtain a similar covenant (enforceable by and in favour of the Vendor), from any subsequent transferee of the Unit and/or in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.
24. The Purchaser covenants and agrees that he or she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Project is completed and all units are sold and transferred

The Purchaser acknowledges that variations from the Vendor’s samples may occur in finishing materials, kitchen and vanity cabinets and floor and wall finishes due to normal production processes. The Purchaser further acknowledges and agrees that notwithstanding the fact that the deposits payable under this Agreement are or may be paid to the Vendor’s Solicitors in trust, the Vendor’s Solicitors or other party entitled to hold the deposits in accordance with the Act shall have the right to release such deposits to the Vendor or to any other party upon the Purchaser’s default hereunder or in the event that the Vendor obtains prescribed security under the Act and the Purchaser hereby irrevocably authorizes and directs the Vendor’s Solicitors to release such funds as aforesaid and irrevocably releases and forever discharges the Vendor’s Solicitors from all losses, actions, claims, demands and all other matters relating thereto and same may be pleaded as an estoppel or bar to any claim, proceeding or action by the Purchaser in this regard. The Purchaser hereby irrevocably appoints the Vendor to be his lawful attorney in order to execute and complete any prescribed security obtained by the Vendor, if any, including without limitation the Warranty Program Certificate of Deposit and any excess deposit insurance policies and documentation in this regard, as required.

Right of Entry

29. Notwithstanding the Purchaser occupying the Unit on the Occupancy Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall retain a licence and shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements or which may be required in order to comply with any requirements of any municipal agreements for a period not exceeding the later of fifteen (15) years or until all services in the Project of which the Property forms a part are assumed by the relevant municipal authorities, and such right shall be in addition to any rights and easements created under the Act. A licence and right of entry in favour of the Vendor for a period not exceeding the later of fifteen (15) years or until all services in the Project of which the Property forms a part are assumed by the relevant municipal authorities similar to the foregoing may be included in the Transfer/Deed provided on the Closing Date and acknowledged by the Purchaser at the Vendor’s sole discretion.

Occupancy

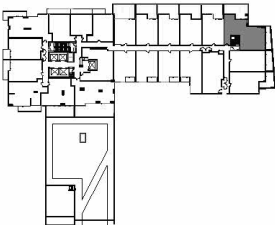
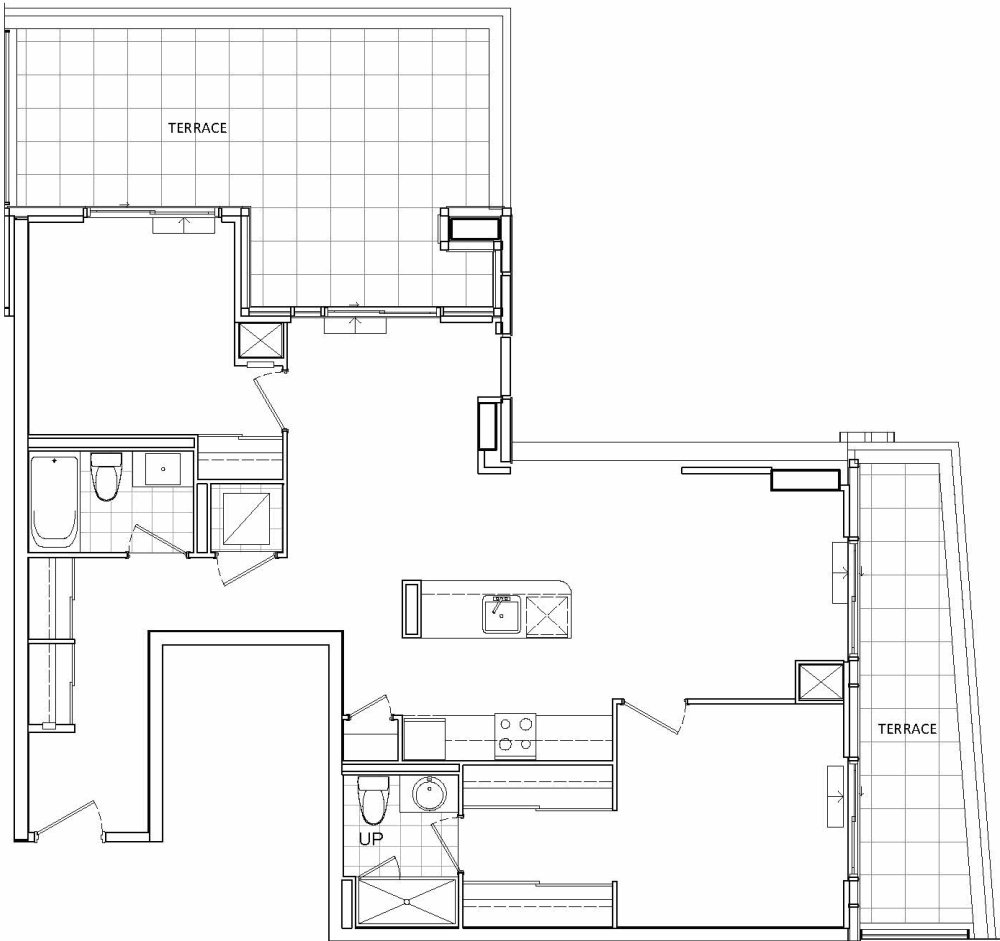
AVIA

SCHEDULE "A"

FLOOR PLAN

SCHEDULE "A" - Avia – Tower One
TO AGREEMENT OF
PURCHASE AND SALE

Unit 09, Level 6, Suite 609



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 _____
Purchaser's Initials _____
Vendor's Initials _____

03/24/20

Schedule “B”
FEATURES AND FINISHES

The following are included in the purchase price:

SUITE FEATURES:

- * Solid core entry door complete with deadbolt lock, door viewer and brushed chrome hardware
- * Wide plank laminate flooring in entry, hallway, kitchen, living room, dining room, den and bedroom(s) as per plan from Vendor’s standard sample packages
- * Exterior swing door or glass sliding door to balcony as per plan
- * Mirrored sliding doors in entry and bedroom(s) closets as per plan
- * All Interior walls to be painted off-white in a latex flat finish
- * Smooth ceiling finish throughout

KITCHEN FEATURES:

- * Cabinets with soft closing hardware from Vendor’s standard sample packages
- * Quartz countertop from Vendor’s standard sample packages
- * Tile backsplash between upper cabinets and counter from Vendor’s standard sample packages
- * Undermount stainless steel kitchen sink with chrome faucet and pull-down spray head
- * Kitchen appliances consist of; glass top electric range with hood fan vented to the exterior, free standing dishwasher and refrigerator as per plan*, panelized dishwasher and refrigerator as per plan**
- * Track lighting fixture
- * Under cabinet lighting above countertop

BATHROOM FEATURES:

- * Cabinets with soft closing hardware from Vendor’s standard sample packages
- * Quartz vanity countertop with backsplash from Vendor’s standard sample packages
- * Undermount porcelain vanity basin with single lever chrome faucet
- * Porcelain/ceramic bathroom floor tile from Vendor’s standard sample packages
- * Vanity mirror
- * Medicine cabinet in ensuite or main bathroom as per plan
- * Recessed pot lights
- * Tub/shower with chrome single lever control in main bathroom/ensuite as per plan
- * Glass shower enclosure with pre-formed shower base in ensuite as per plan
- * Full height ceramic tile in tub/shower surround as per plan
- * White plumbing fixtures (toilet, tub and vanity basin)
- * Chrome accessories consisting of tissue holder, towel bar and compression rod (tubs only)
- * Entry privacy

- C.11. The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser’s neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser’s neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
- C.12. In accordance with clause 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during the Occupancy Period without the express prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy License during the Occupancy Period.
- C.13. The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the Unit and/or the Condominium can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the Unit is, during such period of repairs uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the Unit and/or the Condominium with all due dispatch and the Occupancy Fee shall abate during the period when the Unit remains uninhabitable; otherwise, the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in paragraph 21 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

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AVIA - BLOCK ONE

SCHEDULE "D"

ACKNOWLEDGEMENT OF RECEIPT

Suite 609 Tower Avia 1 Unit 9 Level 6 (the "Unit")

THE UNDERSIGNED, **FIKRAT YOUSIF ALLAH WERDI ALLAH WERDI and JENNIFER LEONARD OSCAR FOSBERY** 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. Disclosure Statement dated March 21, 2019, as restated September 18, 2019 and further restated May 29, 2020 and accompanying documents in accordance with Section 72 of the Act.
- 3. Purchaser expressly acknowledges having received, in addition to the items set out in Schedule D to the Agreement, and by way of the Vendor providing a link to the Condominium Authority of Ontario website , a copy of the Residential Condominium Buyers' Guide, which can be accessed at <https://www.condoauthorityontario.ca/resources/condo-buyers-guide/> and that it is the Purchaser's responsibility to download the Guide for the Purchaser's review.
- 4. Purchaser acknowledges having received a copy of the Warranty Information for New Condominium Units form issued by Tarion and attached to the Agreement of Purchase and Sale.

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



BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

FIKRAT YOUSIF ALLAH WERDI ALLAH WERDI and JENNIFER LEONARD OSCAR
FOSBERY (the "Purchaser")
Suite 609 Tower Avia 1 Unit 9 Level 6 (the "Unit")

THE UNDERSIGNED hereby accepts this offer.

ACCEPTED this 7th day of April , 2022

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by:
Andrea Alsip Cotnam
PER: _____
Authorized Signing Officer
I have the authority to bind the Corporation



AVIA - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING - 700 SQUARE FEET AND ABOVE

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

FIKRAT YOUSIF ALLAH WERDI ALLAH WERDI and JENNIFER LEONARD OSCAR FOSBERY (the "Purchaser")

Suite 609 Tower Avia 1 Unit 9 Level 6 (the "Unit")

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

Insert:

In consideration of the Purchaser entering into this Agreement and provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to cap the charges as follows, as set out in the Agreement:

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

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via cpg.tarion.com.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

The Common Elements Warranty

For most condominiums, warranty coverage also includes the shared areas, known as the common elements. The common elements warranty is separate from your unit warranty. It begins when the condominium is registered and, unlike your unit warranty, is managed by your condominium corporation. For warranty assistance related to items located outside of the boundaries of your unit, contact your property manager or condominium corporation's Board of Directors. To learn more about your unit and common element boundaries, you can refer to Schedule C of the proposed declaration in your disclosure statement or, if the condominium is registered, of the registered declaration.

Important Next Steps

1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion's **MyHome** right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an

Addendum to Agreement of Purchase and Sale

Delayed Occupancy Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR			
AMACON DEVELOPMENT (CITY CENTRE) CORP.			
Full Name(s)			
38706	1 Yonge Street, Suite 601		
HCRA License Number	Address		
(416) 369-9069	Toronto	Ontario	M5E 1E5
Phone	City	Province	Postal
(416) 369-9068			

APPENDIX 1 to ADDENDUM TO AGREEMENT
OF PURCHASE AND SALE

ADDITIONAL EARLY TERMINATION CONDITIONS

The following Early Termination Conditions shall form an integral part of the Agreement of Purchase and Sale and Tarion Addendum, as contemplated therein:

Early Termination Condition no. 1:

The Purchase Agreement is conditional upon :

- a) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded seventy percent (70%) percent on or before September 5, 2022;
- b) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged on or before September 5, 2022;

This condition is for the sole benefit of the Vendor and may be waived by it at any time in its sole discretion .

Early Termination Condition no. 2:

The Purchase Agreement is conditional on confirmation by the Vendor that it is satisfied in its sole discretion that the Purchaser has the financial resources to complete the transaction based on the information to be provided by the Purchaser to the Vendor as set out in paragraph 53 of the Agreement of Purchase and Sale.

The date by which this condition is to be satisfied is **sixty (60) days from the date of acceptance of the Agreement by the Vendor.**

DS
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BLOCK ONE

AGENT/BROKER DISCLOSURE

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

FIKRAT YOUSIF ALLAH WERDI ALLAH WERDI and JENNIFER LEONARD OSCAR FOSBERY (the "Purchaser")
Suite 609 Tower Avia 1 Unit 9 Level 6 (the "Unit")

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS:

The Purchaser(s) acknowledges and agrees that:
(please check one)

☐ KHALID ABDULAHAD (the "Co-Operating Agent/Broker") represents the interests of the Purchaser(s) in this transaction.

ROYAL LEPAGE REAL ESTATE SERVICES LTD (the "Brokerage")

B-5055 PLANTATION PLACE, , , (the "Brokerage Address")

- OR -

☐ The Purchaser(s) acknowledges and agrees that they do not have a Co-Operating Agent/Broker acting on their behalf and that no Co-Operating Agent/Broker will be compensated through the Vendor for this transaction.

DATED this 5th day of April 2022.

Witness:

Witness:

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
- ☐ Other, explain: _____

Date on which above measures taken: _____

2. Reasons why measures were unsuccessful (check one):

- ☐ Unrepresented individual did not provide information
- ☐ Other, explain: _____

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

- ☐ Yes
- ☒ No

Describe why you think your client may be acting on behalf a third party:

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident - High Crime Area - No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

- ☐ Explain

High Risk

- ☐ Foreign Citizen/Resident that operates in a High Risk Country (physically present or not)
- ☐ Other Explain

If you determined that the client’s risk was high, tell your brokerage’s Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

D. Business Relationship (ask your Compliance Officer when this section is applicable)

D. 1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify:

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

.....

.....

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage’s business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
- ☐ Other, explain: _____

Date on which above measures taken: _____

2. Reasons why measures were unsuccessful (check one):

- ☐ Unrepresented individual did not provide information
- ☐ Other, explain: _____

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

- ☐ Yes
- ☒ No

Describe why you think your client may be acting on behalf a third party:

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident - High Crime Area - No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

- ☐ Explain

High Risk

- ☐ Foreign Citizen/Resident that operates in a High Risk Country (physically present or not)
- ☐ Other Explain

If you determined that the client’s risk was high, tell your brokerage’s Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

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D. 1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify:

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

.....

.....

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage’s business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied: