Suite No. **3107**
Residential Unit No. **6** Level **27**
Floor Plan **7 ("As-is")**

ELLE

CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

1. **PROPERTY**

The undersigned, **SAMIA CHAAT** (collectively or individually, as the case may be, the "**Purchaser**") agrees with Amacon Development (Hurontario) Corp. (the "**Vendor**") to purchase the following property (the "**Property**")

(a) Suite no. **3107** legally known as residential unit no. **6** level **27**, Peel Standard Condominium Plan No. 889 (the "Residential Unit") and finished substantially in accordance with the finishing package described in Schedule "C" hereto annexed;

(b) Parking unit **25 and 81, Level B**, Peel Standard Condominium Plan No. 889 to be assigned by the Vendor in its sole discretion and which may be redesignated by the Vendor, in its sole discretion at any time following acceptance of this Agreement and prior to the Closing Date; and

(c) Locker unit **135, Level B**, Peel Standard Condominium Plan No. 889 to be assigned by the Vendor in its sole discretion and which may be redesignated by the Vendor, in its sole discretion at any time following acceptance of this Agreement and prior to the Closing Date.

Together with an undivided interest in the common elements appurtenant thereto, including any common element areas designated as being for the exclusive use of the Property.

2. **PURCHASE PRICE**

The purchase price for the Property (the "Purchase Price") is **Two Hundred Ninety-Nine Thousand Nine Hundred Dollars ($299,900.00)** inclusive of GST as set out in Paragraph 16 of Schedule "A" to this Agreement, all in Canadian funds which shall be payable by the Purchaser as follows:

(a) the sum of **Two Thousand ($2,000.00)** Dollars submitted with this Agreement, as an initial deposit.

(b) the sum of **Twenty-Seven Thousand Nine Hundred Ninety Dollars (27,990.00)** Dollars, being the amount required to bring the total deposits to ten percent (10%) of the Purchase Price by certified cheque or bank draft, submitted on or before two (2) days following the expiry of the rescission period, (the rescission period being the later of (i) the date that the Purchaser receives the disclosure statement; and (ii) the date that the Purchaser receives a copy of this Agreement of Purchase and Sale executed by the Vendor and the Purchaser) (the "Rescission Period Expiry") as a further deposit, pending completion or other termination of this Agreement;

(c) the sum of **NIL** by post-dated cheque with this Agreement payable ninety (90) days after the date of this Agreement as a further deposit, pending completion or other termination of this Agreement.

(d) The balance of the Purchase Price by certified cheque payable to the Vendor's Solicitors (or as they may direct) on the Closing Date, subject to the adjustments hereinafter set forth.

All deposit cheques shall be made payable to the Vendor's Solicitors, in trust, and shall be delivered by the Vendor to the Vendor's Solicitors forthwith after the Vendor's receipt thereof. All funds shall, subject to what is contained in this Agreement to the contrary, be held pending completion or other termination of this Agreement, and shall be credited on account of the Purchase Price together with interest thereon as provided in the Act (hereinafter defined) on the Closing Date.

3. **CLOSING DATE**

(a) The Purchaser shall occupy the Unit on the Confirmed Possession Date, as defined in this Agreement, as such date may be extended or accelerated pursuant to the terms of this Agreement.

(b) The transfer of title to the Unit shall be completed on the Closing Date, as defined in this Agreement, as such date may be extended or accelerated pursuant to the terms of this Agreement.

4. **SCHEDULES**

The following Schedules are integral parts of this Agreement and are contained on subsequent pages:

Schedule "A" - Additional Provisions of this Agreement

Schedule "B" - Occupancy Agreement

Schedule "C" - Standard Residential Unit Finishes

Schedule "D" - Floor Plan of Residential Unit

The Purchaser acknowledges that he or she has received all pages of, schedules and addendums to, this Agreement.

In the event that the Agreement is accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional, for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the head office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. In the event that the Agreement is not accepted by the Vendor while the Purchaser is at the sales office then, notwithstanding anything herein contained to the contrary, if the Purchaser has not delivered to the Vendor an acknowledgement of receipt of each of the Vendor's disclosure documents and a copy of the Agreement accepted by the Vendor in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period by no later than the third day following the date of the Purchaser's execution of this Agreement, then the Vendor may terminate this Agreement at any time thereafter upon delivery of written notice to the Purchaser.

DATED at **Mississauga, Ontario** this 6th day of July **2011.**

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness:

Purchaser: **SAMIA CHAAT**

June 07, 1959 SIN: **526-473-400**
Date of Birth

Drivers License #: **C3124-68705-95607**

Purchaser's Solicitor:

Purchaser Address:
4331 TRAILMASTER DR.
MISSISSAUGA, ONTARIO
L5V 3C4

Purchaser Telephone(s):
(647) 987-0377 (H)
(B)

Purchaser E-mail(s):

The undersigned hereby accepts the offer and its terms, and agrees to and with the above-named Purchaser(s) to duly carry out the same on the terms and conditions above mentioned.

DATED at Toronto this 8 day of July **2011.**

VENDOR'S SOLICITOR
MILLER THOMSON LLP - Barristers & Solicitors
Suite 5800, 40 King Street West
Toronto, Ontario M5H 3S1
Attn: Mr. Leonard Gangbar
Tel. (416) 595-8199
Fax. (416) 595-8695
Email: lgangbar@millerthomson.com

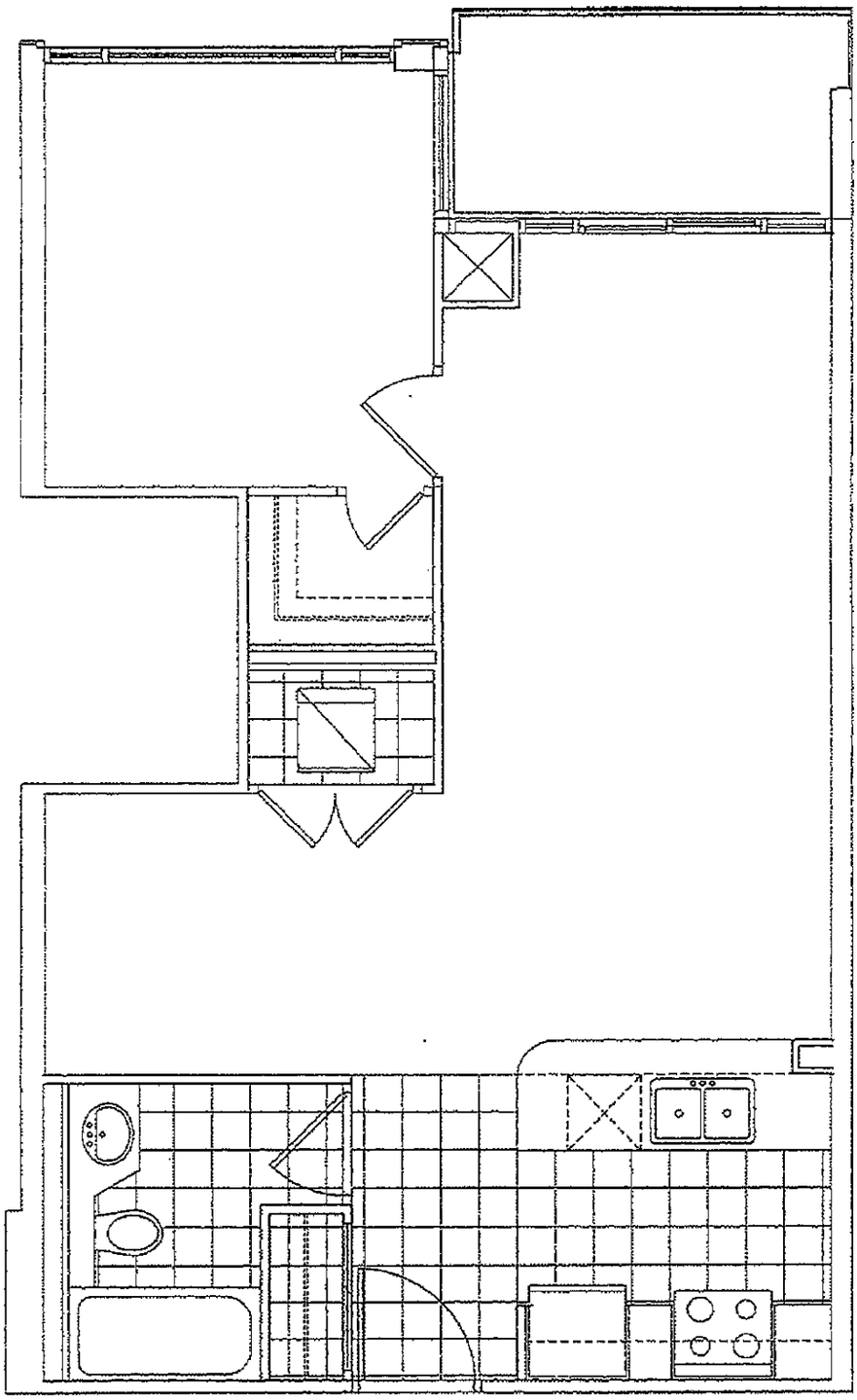
SIGNED, SEALED AND DELIVERED
AMACON DEVELOPMENT (HURONTARIO) CORP.

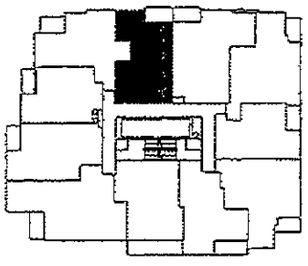
PER: _____
Authorized Signing Officer
I have the authority to bind the Company

SCHEDULE "D"

TO AGREEMENT OF
PURCHASE AND SALE

Unit 6 Level 27 Suite 3107





KEY PLAN

This plan is not to be scaled and is subject to architectural review and revision, including, without limitation, the Unit being constructed with a layout that is the reverse of that set out above. All details and dimensions, if any, are approximate, and subject to change without notice in order to comply with building site conditions, and municipal, structural and Vendor and / or architectural requirements. Balconies and Terraces are exclusive use common elements, shown for display purposes only and location and size are subject to change without notice. Materials, specifications, floor plans and dimensions are subject to change without notice. Window size and type may vary.

E.&O.E.

BUILDING NORTH

Purchaser's Initials S.C

Purchaser's Initials S.C.

Vendor's Initials

Date Plotted: 14 DEC 2007

ELLE

PURCHASER'S ACKNOWLEDGEMENT

AMACON DEVELOPMENT (HURONTARIO) CORP. (the **"Vendor/Declarant"**)

Sale to **SAMIA CHAAT** (the **"Purchaser"**)

Suite **3107** Tower **Elle** Residential Unit **6** Level **27** (the **"Unit"**) and any related parking or locker units in connection therewith in a proposed condominium project to be located in Mississauga, Ontario, with a municipal address of 3525 Kariya Drive, (the **"Condominium Project"**).

THE UNDERSIGNED, being the Purchaser(s) of the above-noted Residential Unit hereby acknowledge(s) having received from the Declarant, the following documentation pertaining to the Condominium Project:

1. the proposed Declaration.
2. the proposed By-law No. 1, By-Law No. 2, By-Law No. 3, By-Law No. 4 and By-Law No. 5, together with the proposed Rules governing the use of the units and common elements.
3. the Shared Facilities Agreement (By-Law No. 2).
4. the proposed (draft) B and C Shared Facilities Agreement Reciprocal Agreement (By-Law No. 3).
5. the proposed (draft) Assumption of Agreements (By-Law No. 4).
6. the proposed (draft) Conveyance and Purchase Agreement (By-Law No. 5).
7. the proposed (draft) Management Agreement.
8. the current Disclosure Statement including, among other things, the following:
   (a) proposed Budget Statement for the one year period immediately following the registration of the Condominium Project and monthly common expense by unit type schedule;
   (b) a statement of the recreational and other amenities to be provided by the Declarant;
   (c) the name and municipal address of the Declarant;
   (d) a brief description of the significant features of the executed and registered Shared Facilities Agreement, the proposed (draft) B and C Shared Facilities Agreement, the proposed (draft) Assumption Agreement, the proposed (draft) Conveyance and Purchase Agreement and the proposed (draft) Management Agreement; and,
   (e) a general description of the (proposed) Condominium including the types and number of units.
9. sections 73 and 74 of the Condominium Act.
10. a copy of the schedule which the Declarant intends to deliver to the corporation, pursuant to Section 43(5)(h) of the *Act*, setting out what constitutes a standard unit for each class of unit.
11. a copy of the fully-executed Agreement of Purchase and Sale by the Vendor and Purchaser.

The Purchaser hereby acknowledges that the purpose of a disclosure statement is to enable the Purchaser to review the documents which will govern this proposed Condominium Project and to make a determination as to whether the Purchaser wishes to complete the Purchase and Sale transaction set out in the Agreement.

The Purchaser is hereby advised that the Purchaser is entitled to rescind the Agreement and receive the return of the deposit monies provided for in the Agreement without interest or deduction by delivering written notice to the Vendor or its solicitor within ten (10) days of the later of the date that the Purchaser receives the Disclosure Statement and the date that the Purchaser receives a copy of the Agreement of Purchase and Sale executed by the Declarant and the Purchaser, being the date of this Acknowledgement.

DATED at **Mississauga, Ontario** this 18th day of July **2011.**

Witness:

Purchaser: **SAMIA CHAAT**

ELLE

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: **Amacon Development (Hurontario) Corp.** (the **"Vendor"**) and

SAMIA CHAAT (the **"Purchaser"**)

Suite **3107** Tower **Elle** Unit **6** Level **27** (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:

Page 2, Paragraph 1 of Schedule "A"

(w) "Tentative Possession Date" is now "The Confirmed Possession Date" namely August 1 2011.

INSERT:

Page 2, Paragraph 1 of Schedule "A"

(w) "Tentative Possession Date" is now "The Confirmed Possession Date" namely July 29, 2011.

Dated at **Mississauga, Ontario** this 13th day of July **2011.**

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Purchaser - SAMIA CHAAT

Accepted at _____ this _____ day of _____ **2011.**

Amacon Development (Hurontario) Corp.

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

ELLE

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: Amacon Development (Hurontario) Corp. (the "Vendor") and

SAMIA CHAAT (the "Purchaser")

Suite **3107** Tower **Elle** Unit **6** Level **27** (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:

Page 2, Paragraph 1 of Schedule "A"

(w) "Tentative Possession Date" means March 1, 2010 or any extension or acceleration thereof pursuant to the provisions of this Agreement;

INSERT:

Page 2, Paragraph 1 of Schedule "A"

(w) "Tentative Possession Date" is now "The Confirmed Possession Date" namely August 1 2011.

Dated at **Mississauga, Ontario** this 6th day of July **2011.**

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Purchaser - SAMIA CHAAT

Accepted at Toronto this 8 day of July **2011.**

Amacon Development (Hurontario) Corp.

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

ELLE

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

Between: Amacon Development (Hurontario) Corp. (the "Vendor") and

SAMIA CHAAT (the "Purchaser")

Suite **3107** Tower **Elle** Unit **6** Level **27** (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:
2. PURCHASE PRICE

(a) the sum of Two Thousand ($2,000.00) Dollars submitted with this Agreement, as an initial deposit.

(b) the sum of Twenty Seven Thousand Nine Hundred Ninety Dollars (27,990.00) Dollars, being the amount required to bring the total deposits to ten percent (10%) of the Purchase Price by certified cheque or bank draft, submitted on or before two (2) days following the expiry of the rescission period, (the rescission period being the later of (i) the date that the Purchaser receives the disclosure statement; and (ii) the date that the Purchaser receives a copy of this Agreement of Purchase and Sale executed by the Vendor and the Purchaser) (the "Rescission Period Expiry") as a further deposit, pending completion or other termination of this Agreement;

INSERT:
2. PURCHASE PRICE

(a) the sum of Five Thousand ($5,000.00) Dollars submitted with this Agreement, as an initial deposit.

(b) the sum of Twenty Four Thousand Nine Hundred Ninety Dollars ($24,990.00) Dollars, being the amount required to bring the total deposits to ten percent (10%) of the Purchase Price by certified cheque or bank draft, submitted on or before two (2) days following the expiry of the rescission period, (the rescission period being the later of (i) the date that the Purchaser receives the disclosure statement; and (ii) the date that the Purchaser receives a copy of this Agreement of Purchase and Sale executed by the Vendor and the Purchaser) (the "Rescission Period Expiry") as a further deposit, pending completion or other termination of this Agreement;

Dated at **Mississauga, Ontario** this 6th day of July **2011.**

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Purchaser - SAMIA CHAAT

Accepted at Toronto this 8 day of July **2011.**

Amacon Development (Hurontario) Corp.

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

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

FINISHES / EXTRAS

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

SAMIA CHAAT (the "Purchaser")

Suite **3107** Tower **Elle** Residential Unit **6** Level **27** (the "Unit")

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to carry out the change(s), as requested by the Purchaser and set out in Paragraph No. 3 below.

2. Notwithstanding the Vendor's agreement to so carry out said change(s), the Purchaser acknowledges that the Vendor's agreement hereto is subject to the following terms and conditions:

   a. the cost(s) of said change(s) to the Purchaser cannot be determined by the Vendor prior to its acceptance hereof;

   b. at such time as the Vendor notifies the Purchaser as to the cost(s), the Purchaser shall pay said amount to the Vendor by certified cheque only, within five (5) business days from so being notified. Failure to pay for said change(s) as agreed herein shall be deemed by the Vendor as the Purchaser's rescinding of said change(s) requested and the Vendor shall be at liberty to complete the Unit to its original specifications;

   c. in addition to all other reasonable costs, additional charge(s) may be made for professional fees incurred by the Vendor from its architects, engineers, etc., for the purpose of incorporating the Purchaser's change(s) which shall be payable on demand; and

   d. any credit(s) issued to the Purchaser as a result of item(s) to be deleted, shall be based on credit(s) issued to the Vendor by the subcontractors/trades responsible for the item(s) so deleted, and in this regard the Purchaser acknowledges that said credit(s) are calculated on contract prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

3. 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 Front Loading Stacking Washer Dryer as per Vendor's samples at no additional cost.**
   c. **The Vendor agrees to supply and install engineered hardwood flooring in the den as per Vendors samples at no additional cost.**
   d. **The Vendor agrees to supply and install 42 inch Upper Cabinets in the Kitchen as per Vendor's samples at no additional cost.**

4. a. In the event that the purchase and sale transaction is not completed for any reason, all moneys paid for changes will not be refunded.

   b. If any of the extras ordered by the Purchaser remain incomplete in whole or in part on the Occupancy Date, the Vendor may provide an undertaking to complete the extra(s) within a reasonable period of time which the Purchaser shall accept without any holdback; or not provide the extra(s) or not complete the extra(s) in its sole discretion whereupon the Vendor shall refund to the Purchaser by an adjustment on the Unit Transfer Date that portion of the amount paid by the Purchaser as allocated to the extra(s) which were not provided or remain incomplete as determined by the Vendor, which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the extra(s) which were not provided or are incomplete and the Purchaser further acknowledges that any credits issue shall be based on credits issued to the Vendor by the subcontractors/trades responsible for the items so deleted and in this regard the Purchaser acknowledges that said credit(s) are calculated on contract prices for the entire project and may be substantially less than retail prices normally charged for such item(s).

5. The Purchaser acknowledges that construction and/or installation of any specified change(s) may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. The Purchaser covenants and agrees to complete the Agreement notwithstanding that the Unit may not be completed in accordance with the terms and provisions of the Agreement as a result of such delays.

6. The Purchaser Acknowledges that the Vendor is acting merely as Agent of the various Sub Trades with respect to such specified changes and accordingly such construction and or installation of specific changes does not fall within the provisions of the Agreement, and without limiting the generality of the foregoing, is not covered by the Tarion Warranty Program.

In witness where of I/We have hereunto set forth my/our hand(s)and seal(s) this 6th day of July 2011.

Witness: _____ Purchaser: **SAMIA CHAAT**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 8 day of July 2011.

Amacon Development (Hurontario) Corp.

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

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

"HST"

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

SAMIA CHAAT (the "**Purchaser**")

Suite **3107** Tower **Elle** Unit **6** Level **27** (the "**Unit**")

1. This Addendum forms an integral part of the Condominium Agreement of Purchase and Sale (the "**Purchase Agreement**") between the Vendor and Purchaser named therein.

2. All capitalized terms used herein, unless the context otherwise requires or a definition is otherwise provided for herein, shall have the same meaning as defined in the Purchase Agreement.

3. Page 1 (being the face page of the Purchase Agreement) Paragraph 2. is amended by deleting the following from the first paragraph directly underneath the heading "**Purchase Price**":

   "...inclusive of GST as set out in Paragraph 16 of Schedule "A"..."

and inserting in its place the following:

"....inclusive of Goods and Services Tax and the Ontario Single Sales Tax or HST (hereinafter defined) but net of any applicable Rebate (as hereinafter defined) which shall be assigned to the Vendor, as set out in Paragraph 8 of the Addendum to the Purchase Agreement attached hereto..."

4. The references to retail sales tax in the Purchase Agreement are deleted and replaced with a reference to Harmonized Sales Tax (hereinafter referred to in the Purchase Agreement as "**HST**").

5. The section entitled "Retail Sales Tax" in Schedule "A" to the Purchase Agreement is re-titled "HST".

6. Paragraphs 7. (d), (f) and (j) of the Purchase Agreement are amended to add a reference to *HST* in addition to the references to *GST*.

7. The reference to Paragraph 16 - **"GST"** is deleted. All other references to Paragraph 16 in the Purchase Agreement are hereby deleted and replaced with a reference to Paragraph 8 of this Addendum re HST.

8.

   a. The Purchaser acknowledges and agrees that:
      (i) The purchase price is inclusive of GST, and the proposed Ontario Single Sales Tax or Harmonized Sales Tax where there is a transfer of possession or title after June 30, 2010, (collectively, the "**HST**") and the Vendor shall remit the HST to the relevant governmental authorities as and when required under the ETA;

      (ii) A new housing rebate is available to the Purchaser for the HST (the "**Rebate**" and/or "**Rebates**") where:

         A. for GST purposes, the purchase price for the Residential Unit (the "**Residential Price**") after deducting the HST included therein does not exceed $450,000.00;

         B. for Ontario Single Sales Tax purposes, for the first $400,000 of the Residential Price;

         C. the Purchaser is a natural person acquiring the Unit with the intention of being the sole beneficial owner thereof on Closing; and

         D. the Purchaser covenants that on and after the Confirmed Possession Date, and for such period of time thereafter as the ETA requires, the Residential Unit will be occupied by the Purchaser personally or by a relation of the Purchaser, as defined in the ETA, in order to entitle the Purchaser to the Rebate.

   b. The Residential Price has been established on the basis that the Rebate or Rebates, as applicable, will be assigned on Closing by the Purchaser to the Vendor in addition to the Residential Price. The Purchaser, forthwith upon the request of the Vendor and in any event prior to Closing, shall furnish evidence satisfactory to the Vendor confirming that the Purchaser is entitled to the Rebate and shall execute all requisite documents including without limitation, Form GST 190E (01) and do such acts as may be required in order for the Vendor to receive the entire Rebate (the "**Rebate Form**").

c. If the rate of HST is altered or the HST exemptions presently existing are changed between the date of this Agreement and the Closing Date so that the total HST to be remitted by the Vendor is increased, then the Purchaser shall pay such increase as an adjustment by certified cheque delivered on closing to the Vendor. The statutory declaration of an officer of the Vendor stating the amount of the alteration and/or the amount of the changed exemption is conclusive and binding on the Purchaser.

d. If the rate of HST is reduced between the date of this Agreement and the Closing Date such that the total HST to be remitted by the Vendor is not decreased but the Purchaser becomes entitled to a rebate(s) or other adjustment to net HST payable in its favour (the "**Adjustment**"), then by this Agreement the Purchaser assigns to the Vendor all of the Purchaser's rights, interests and entitlement to the Adjustment. In connection with the Adjustment, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's request for same, all requisite documents, assignments and assurances that the Vendor may reasonably require in order to enable the Vendor to obtain the benefit of the Adjustment.

e. The Purchaser warrants and represents that he/she has not claimed (and hereby covenants that the Purchaser shall not hereafter claim (save in connection with the assignment to the Vendor pursuant to this Paragraph 8 of this Addendum) for the Purchaser's own account, any part of the HST Transitional Housing Rebate referred to in the Ontario Ministry of Revenue Information Notice dated June 22, 2009 - No. 2) in connection with the Purchaser's acquisition of the Unit (the "**Transitional Rebate**").

f. The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including goods and services tax, plus penalties and interest thereon and any reasonable legal costs in connection therewith) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, Rebates and/or the Transitional Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, Rebates and/or the Transitional Rebate. This indemnity shall survive indefinitely the completion or termination of the Agreement. It is further understood and agreed by the parties hereto that should the Purchaser not qualify for the Rebate and/or Transitional Rebate (or if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, Rebates and/or the Transitional Rebate, regardless of any documentation provided by or on behalf of the Purchaser) and/or fail to deliver to the Vendor the Rebate Form(s) (duly executed by the Purchaser) by the Closing Date, then notwithstanding anything contained herein (or in the Agreement) to the contrary, the Purchaser shall be obliged to pay to the Vendor, by certified cheque delivered on the Closing Date, an amount equivalent to the Rebate, Rebates and/or the Transitional Rebate, in addition to the outstanding balance of the Purchase Price subject to the adjustments contemplated by the Agreement.

g. The Purchaser's failure to pay or remit to the Vendor on the Closing Date the HST exigible in connection with this transaction, and/or if required pursuant to this Paragraph 8 of this Addendum to deliver to the Vendor the Rebate Form, duly executed by the Purchaser, and/or if required pursuant to this Paragraph 8 of this Addendum to pay to the Vendor by certified cheque an amount equivalent to the Rebate, Rebates and/or the Transitional Rebate shall constitute a fundamental breach of contract, entitling the Vendor to immediately terminate this Agreement and to retain any Deposit theretofore paid (together with all monies paid for any extras or changes requested to be made to the Unit) as its liquidated damages and not as a penalty, without prejudice to any other rights or remedies available to the Vendor at law or in equity.

h. Without limiting any of the foregoing provisions, the Purchaser further covenants and agrees that in the event that any amendment to the Purchase Agreement, novation to the Purchase Agreement, re-instatement of the Purchase Agreement or the acquisition of any upgrades or extras results in the Rebate, Rebates and/or Transitional Rebate not being capable of being assigned, in whole, by the Purchaser to the Vendor, then the Purchaser shall pay to the Vendor such forgone amount by certified cheque on closing in the same manner as hereinbefore contemplated for repayment where purchasers do not qualify for the Rebate, Rebates and/or the Transitional Rebate.

DATED at **Mississauga, Ontario** this 6th day of July **2011.**

Witness:

Purchaser: **SAMIA CHAAT**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 8 day of July **2011.**

Amacon Development (Hurontario) Corp.

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

ELLE

COLOUR SELECTION ADDENDUM

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

SAMIA CHAAT (the "Purchaser")

Suite **3107** Tower **Elle** Residential Unit **6** Level **27** (the "**Unit**")

It is hereby understood and agreed between the Vendor and Purchaser that **Colour Selection Package A** has been pre-selected for the above-mentioned suite, and except for such change(s) noted in the Finishes / Extra Addendum, all other terms and conditions of the Colour Selection shall remain as stated therein.

DATED at **Mississauga, Ontario** this 6th day of July **2011.**

Witness: _____ Purchaser: **SAMIA CHAAT**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 8 day of July **2011.**

AMACON DEVELOPMENT (HURONTARIO) CORP.

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

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

DREAM BIG DECORATING ALLOWANCE INCENTIVE

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

SAMIA CHAAT (the "Purchaser")

Suite **3107** Tower **Elle** Unit **6** Level **27** (the "**Unit**")

(a) In further 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 credit the Purchaser:
A decorating allowance of **Eighteen Thousand Dollars ($18,000)**. The Purchaser and Vendor acknowledge and agree that the Vendor shall credit the decorating allowance on the statement of adjustments for the Property on the Closing Date

(b) The Vendor's obligation to provide the Decorating Allowance is personal to the Purchaser and 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). Furthermore, and 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 on the transaction contemplated under the Agreement.

(c) The Purchaser acknowledges that pursuant to Section 16 of the Agreement, the Purchaser assigns and transfers to the Vendor all of the Purchaser's right, title and interest in and to the Rebate and authorizes and directs the relevant Governmental Authorities to pay or credit the Rebate directly to the Vendor.

DATED at **Mississauga, Ontario** this 6th day of July **2011.**

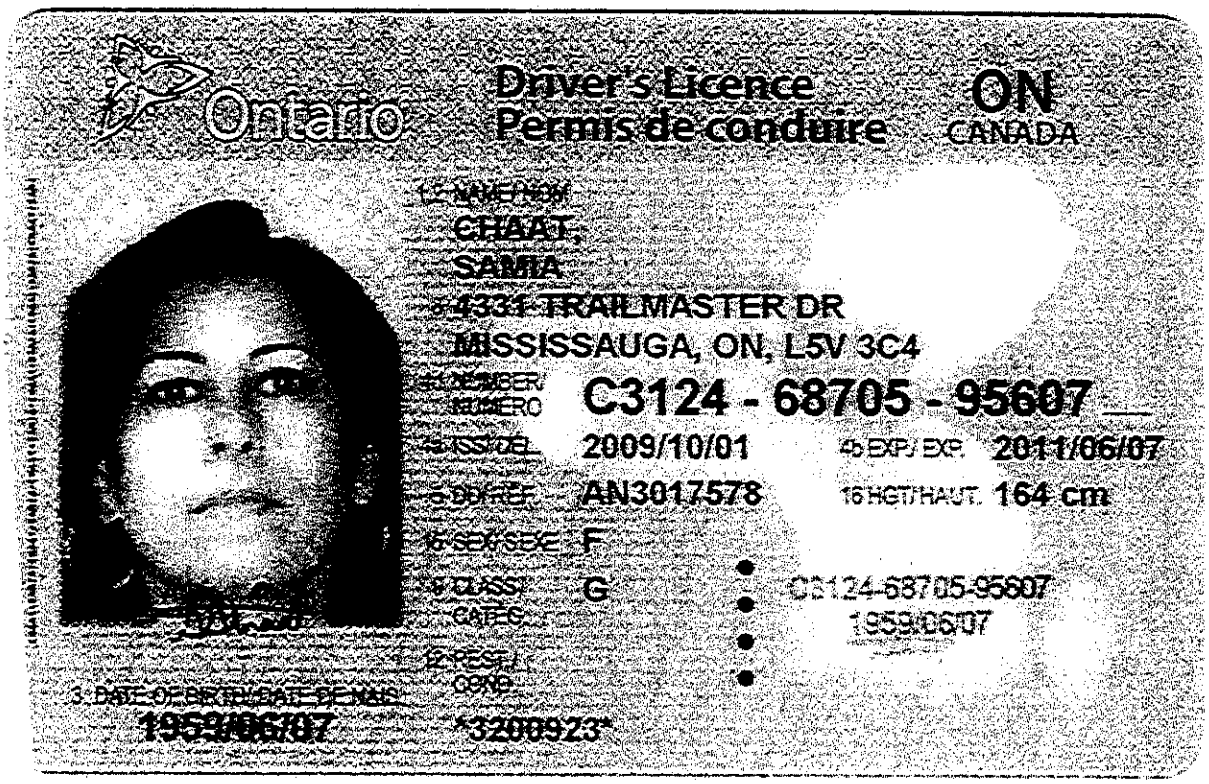
Witness: _____ Purchaser: **SAMIA CHAAT**

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 8 day of July. **2011.**

Amacon Development (Hurontario) Corp.

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



SIN: 526— 473 – 400

ELLE—3107

Option 1:

1– Cash back 30,000 with 1 Parking.

Option 2:

1– Decrease the price to $297,000

OR

Increase the cash back to $18000 with 2 parking.

Fred Dib, ABR/Broker

RE/MAX Professionals Inc., Brokerage

MR OMAR HAJJAJ
MRS SAMIA CHAAT

007

DATE 2011-07-06
Y Y Y Y M M D D

PAY TO THE ORDER OF Miller Thomson LLP $5,000/—

Five Thousand only /100 DOLLARS

Security features included. Details on back.

BMO Bank of Montreal
5800 MAVIS ROAD
MISSISSAUGA, ON L5V 3B7

MEMO Apt 3107 Elle

⑆007⑆ ⑈36322-00⑈ 3995-078⑆

THE BACK OF THIS DOCUMENT CONTAINS A TD LOGO WATERMARK - DOCUMENT VOID IF MISSING

The Toronto-Dominion Bank

57340434

728 Bristol Road West
Mississauga, ON L5R 4A3

DATE 2011-07-24
YYYYMMDD

Transit-Serial No. 1293-57340434

Pay to the Order of Miller Thomson LLP (In trust)

$ *****29,990.00

Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re. 10% Down payment 3525 Kariya Dr. # 3107

DR97
Number

Authorized Officer

Countersigned

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈57340434⑈ ⑆09612⑈004⑆ ⑈3808⑈