

ELLE

CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

1. PROPERTY

The undersigned, **JOHN P C MELGAR and SONIA M TESSARO** (collectively or individually, as the case may be, the "Purchaser") agrees with **2296592 Ontario Limited** (the "Vendor") to purchase the following property (the "Property")

being Residential Unit No.1, on Level 2.00 (the "Residential Unit"), substantially as shown for identification purposes only on the floor plan attached hereto as Schedule "B" annexed, 2 parking unit(s) being Unit(s) 4544, on Level A and/or 1 locker unit being Unit(s) 115 on Level A, each to be in a location assigned by the Vendor in its sole discretion and which may be re-designated by the Vendor in its sole discretion, Peel Standard Condominium Plan No. 889, municipally located at 3525 Kariya Drive, Mississauga, Ontario (known as the Elle Condominium Residences), 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 **Three Hundred Fifty-Two Thousand Nine Hundred Dollars (\$352,900.00)** inclusive of HST 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 Eight Thousand Dollars (\$8,000) not later than two (2) days from the date of delivery by the Purchaser to the Vendor of an acknowledgement of receipt of each of the Prior Owner's (as hereinafter defined) 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) (the "Purchaser's Acknowledgement"); and
- (c) 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

Subject to the rights of the Vendor set out in this Agreement, the transfer of title to the Property shall be completed on **Wednesday, December 14, 2011** (the "**Closing Date**") and/or the "**Closing**"). Notwithstanding the foregoing, it is expressly understood and agreed by the parties hereto that the Vendor shall be entitled to unilaterally extend the Closing Date, on one or more occasions, for one or more periods of time, not exceeding three (3) months in the aggregate from the date specified above without any prior notice whatsoever and for any reason whatsoever and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof or make any claim for any compensation.

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" - 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. Notwithstanding anything contained to the contrary in this Agreement (including any Schedules attached to this Agreement) it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor the Purchaser's Acknowledgement by no later than the third (3rd) day following acceptance of the Agreement by the Vendor then the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter upon delivery of written notice confirming such termination to the Purchaser at the address or facsimile number of the Purchaser set out in this Agreement. The Purchaser agrees that notice of acceptance of the Agreement by the Vendor may be communicated by the Vendor to the Purchaser through the Vendor or any of its agents by telephone, facsimile or mail. In the event that the Purchaser does not execute the Purchaser's Acknowledgement while at the sales office, the Purchaser may deliver the duly executed Purchaser's Acknowledgement in person or by facsimile (within the required time period) provided that in the event of facsimile return that the Purchaser provides the Vendor with a copy of the transmission receipt evidencing successful transmission of the duly executed Acknowledgement to the Vendor.

DATED at Mississauga, Ontario this 15 day of November 2011.

SIGNED, SEALED AND DELIVERED
In the Presence of:


Witness:


Purchaser: SONIA M TESSARO

August 12, 1982 SIN: --
Date of Birth

Drivers License #: T2816-71968-25812

Purchaser's Solicitor:

Purchaser Address:
534 COCHRANE RD
HAMILTON, ONTARIO
L8K 3H5

Purchaser Telephone(s):
(H)
(B)

Purchaser E-mail(s):
soniatessaro@hotmail.com

SIGNED, SEALED AND DELIVERED
In the Presence of:


Witness:


Purchaser: JOHN P C MELGAR

February 25, 1981 SIN: 518-640-511
Date of Birth

Drivers License #: M2378-40778-10225

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 16 day of November 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

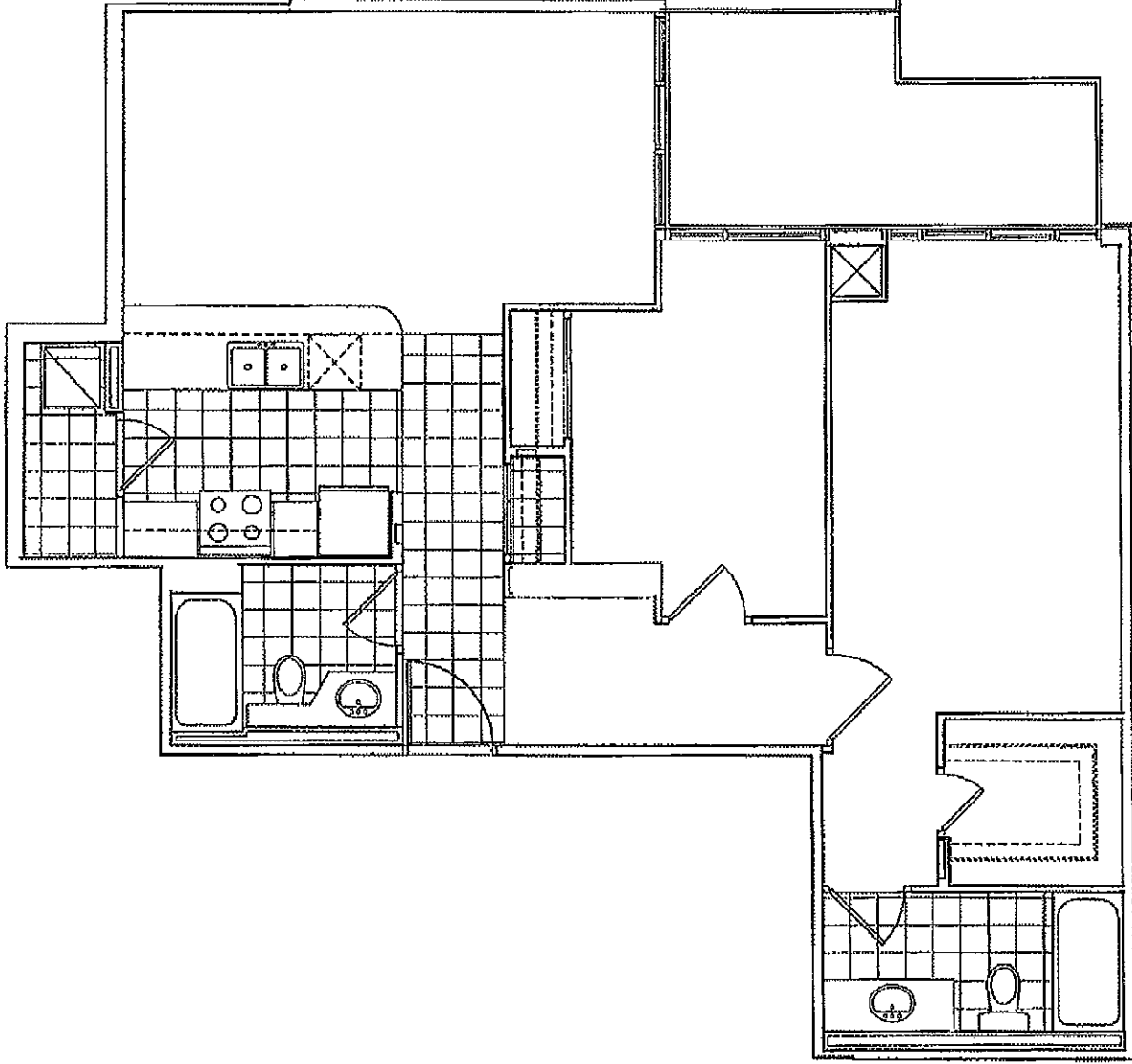
SIGNED, SEALED AND DELIVERED
2296592 ONTARIO LIMITED


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

SCHEDULE "B"

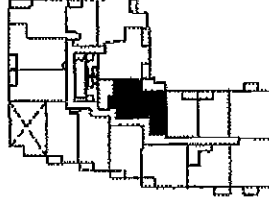
TO AGREEMENT OF
PURCHASE AND SALE

Unit 1 Level 2 Suite 201



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.



KEY PLAN



BUILDING
NORTH

Purchaser's Initials

ST JAM

Purchaser's Initials

JPM

Vendor's Initials

[Signature]

Date Plotted: 20 SEP 2011

ELLE
PURCHASER'S ACKNOWLEDGEMENT

2296592 Ontario Limited (the "Vendor/Declarant")

Sale to **JOHN P C MELGAR and SONIA M TESSARO** (the "Purchaser")

Suite **201** Tower **Elle** Residential Unit **1** Level **2** (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 20 day of November, 2011.

Witness:

Witness:

Purchaser: **SONIA M TESSARO**

Purchaser: **JOHN P C MELGAR**

Rec'd Revised Budget 87 3 page doc

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

Between: 2296592 Ontario Limited (the "Vendor") and

JOHN P C MELGAR and SONIA M TESSARO (the "Purchaser")

Suite 201 Tower Elle Unit 1 Level 2 (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 **Seventeen Thousand Dollars (\$17,000)**. 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 15 day of November 2011.


Witness:


Purchaser: SONIA M TESSARO

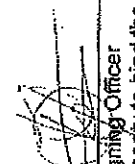

Witness:


Purchaser: JOHN P C MELGAR

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 16 day of November 2011.

2296592 Ontario Limited

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

ELLE

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

Between: 2296592 Ontario Limited (the "Vendor") and

JOHN P C MELGAR and SONIA M TESSARO (the "Purchaser")

Suite 201 Tower Elle Unit 1 Level 2 (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.

The Purchaser acknowledges that upon acknowledging Receipt of the Executed Agreement of Purchase and Sale, Schedules and Complete Disclosure Statement, there will be an increase of 3.30% in the Operating and Common Areas Budget within the Condominium Disclosure Statement (final July 2007).

Dated at Mississauga, Ontario this 20th day of November, 2011.

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Witness

Purchaser: SONIA M TESSARO

Purchaser: JOHN P C MELGAR

Accepted at Toronto this 21 day of November, 2011.

2296592 Ontario Limited

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

**Canada Trust**

TD Canada Trust
1900 King Street East
Hamilton, Ontario L8K 1W1
T: 905 545-7903 F: 905 545-0454

To: Sonia TESSARO

Date: Nov 30

Fax number: 416-849-8833

From: KATY MORIS

Subject: HTG

Number of pages (including cover): 3

Fax

The information in this facsimile is intended only for the person(s) named above and may contain information that is confidential. If you are not an intended recipient of this facsimile, you are hereby notified that any review, dissemination, distribution or copying of it is strictly prohibited. If you have received this facsimile in error, please notify us immediately by a collect telephone call to the above number and return the original transmission to us by mail. We will reimburse you for postage. Thank you for your co-operation.



Canada Trust

TD Canada Trust
HAMILTON ROSEDALE
1900 KING ST E
HAMILTON, ON L8K1W1
www.tdcanadatrust.com

SONIA TESSARO
JOHN P MELGAR
534 COCHRANE RD
HAMILTON, ON L8K 3H5

November 29, 2011

Dear Valued Customer:

Re: Mortgage Approval Confirmation

This will confirm that you qualify for a residential mortgage loan with The Toronto-Dominion Bank ("TD Canada Trust"), secured by the property at 3525 KARIYA DRIVE, UNIT 201, MISSISSAUGA, ON L5B0C2 (the "Property"), with the following terms and on the following conditions:

Principal Amount:

\$327,643.52

Fixed Annual Interest Rate:

2.94% per annum, calculated semi-annually not in advance

Interest Rate Expiry Date:

March 23, 2012

This means the Interest Rate for the Term selected will expire on this date.

Prepayment Option:

Closed to prepayment, subject to terms of mortgage

Term:

1 year

Amortization:

30 years

Anticipated Closing Date:

December 14, 2011

Mortgage Insurance Premium and applicable sales tax:

\$10,139.60

Other charges may be payable to TD Canada Trust on closing, including Appraisal and Administration fees (including our legal fees and costs for registering the mortgage).

This offer is valid until May 27, 2012, and is subject to:

- Confirmation of credit application details;
- No change in, and the accuracy of, the information provided;
- Execution of TD Canada Trust documentation;
- The Property meeting TD Canada Trust's normal lending requirements;
- The Property meeting the mortgage default insurer's requirements;
- ADDITIONAL CONDITIONS MAY APPLY TO MOBILE HOME OR LEASED LAND
- COPY FIRM PURCHASE & SALE AGREEMENT IF MLS, LISTING WITH PHOTO REQUIRED
- SATISFACTORY CONFIRMATION OF DECLARED INCOME AND DOWN PAYMENT REQUIRED
- CONFIRM CLOSING COSTS OF 1.5% OF PURCHASE PRICE NOT BORROWED
- PROPERTY TAXES TO BE PAID BY BANK
- insurer approval.

Nov. 30. 2011 9:14AM TDCT 0237

No. 3294 P. 3

Valid First Mortgage Security to be provided on the Property.

Signed by:

Per: 
The Toronto-Dominion Bank

Andrea Alsip

Lawyer info!

From: Parkside Village Sales [sales@lfeatparkside.com]
Sent: Monday, October 17, 2011 2:05 PM
To: 'Sonia Tessaro'
Cc: andrea@lfeatparkside.com; brittneypacione@gmail.com; bpacione@sutton.com
Subject: RE: 3525 Kariya Drive, Suite 201

Importance: High

Hi Andi,

FYI

richmond

From: Sonia Tessaro [mailto:Sonia.Tessaro@dyson.com]
Sent: Thursday, November 17, 2011 1:53 PM
To: sales@lfeatparkside.com
Subject: 3525 Kariya Drive, Suite 201

Hi there,

This message is intended for Brittney but I was told that she is not working until Saturday. I had to pass along some information regarding our lawyer.

Please let her know that the law firm on file will remain the same but the contact person is actually Amado Cabanela, not Eric Tuano.

Full address:

Amado Cabanela
Amado F. Cabanela Law Office
2580 Stanfield Road, Suite 202
Mississauga, ON L4Y 4H1
Tel: (905) 270-5985; Fax: (905) 270-6157

Thanks and please let me know if there are any issues!

Sonia Tessaro
National Field Sales Coordinator
Dyson Canada Ltd
200 Adelaide St W, Suite 100
Toronto, ON
M5H 1W7
(P) 647-426-6363
(M) 647-924-3293
(F) 416-849-5822

dyson hot

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<http://www.dyson.com>



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

The Toronto-Dominion Bank

1900 King Street East
Hamilton, ON L8K 1W1

DATE
2011-11-19
YYYYMMDD

Transit-Serial No. 237-59397204

59397204

Pay to the
Order of Miller Thomson LLP In Trust

TO CANADA TRUST 10,000,000.00

\$ *****10,000.00

Authorized signature required for amounts over CAD \$5,000.00

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

Authorized Officer
Counter Signature

Canadian Dollars
6/2/11
Number

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

⑈59397204⑈ ⑆09612⑈004⑆

⑈3808⑈

Received NOV. 28, 2011

B

B. Pacione