

The undersigned, **ALEXANDER YAREMA KOSTECKI** (collectively, the "Purchaser"), hereby agrees with **Amakon Development (City Centre) Corp.** (the "Vendor") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with 1 Parking Unit(s), and 1 Storage Unit(s), to be located in the proposed condominium project known as PSV - Tower ONE in Mississauga, Ontario, Canada (the "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 **Two Hundred Ninety-Nine Thousand Nine Hundred (\$299,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:

(a) to **Blaney McMurtry LLP** (the "Vendor's Solicitors"), in Trust, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:

- (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
- (ii) the sum of **Twelve Thousand Nine Hundred Ninety-Five (\$12,995.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
- (iii) the sum of **Fourteen Thousand Nine Hundred Ninety-Five (\$14,995.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of **Fourteen Thousand Nine Hundred Ninety-Five (\$14,995.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Twenty-Nine Thousand Nine Hundred Ninety (\$29,990.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price on the Occupancy Date (as same may be extended in accordance herewith);
- (b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.

2. (a) The Purchaser shall occupy the Unit on **October 17, 2016** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("**TARION Statement**") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARION Statement and the TARION Delayed Occupancy Warranty Addendum (together, the "**TARION Statement and Addendum**") annexed hereto (the "**Occupancy Date**").

(b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARION Statement and Addendum (the "**Closing Date**"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A"(Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 15 day of June 2016.

SIGNED, SEALED AND DELIVERED

In the Presence of:

[Signature])
[Signature])
[Signature]) Purchaser: ALEXANDER YAREMA KOSTECKI D.O.B. 05-Sep-94 S.I.N. --

Witness:

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

DATED at Toronto this 16 day of June 2016.

Vendor's Solicitor:

BLANEY MCMURTRY LLP
 2 Queen Street East, Suite 1500
 Toronto, Ontario M5C 3G5
 Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]

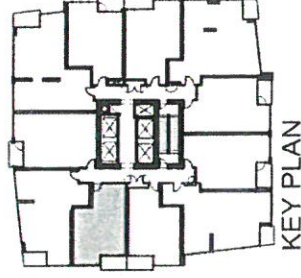
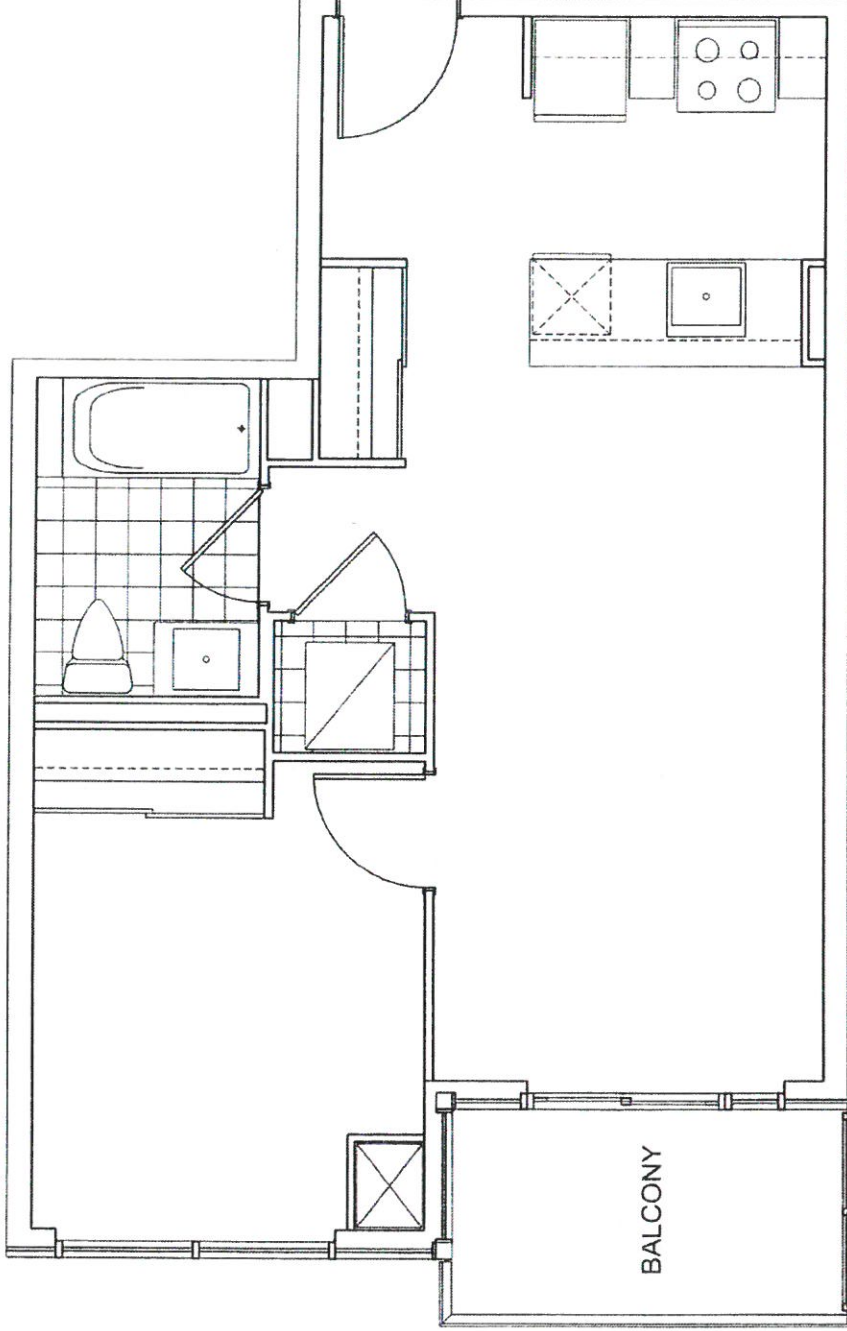
Authorized Signing Officer

I/We have the authority to bind the Corporation.

SCHEDULE "A" - TOWER 1

TO AGREEMENT OF
PURCHASE AND SALE

Unit 4, Level 35, Suite 3604



KEY PLAN

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.



BUILDING
NORTH

Purchaser's Initials

Purchaser's Initials

Vendor's Initials

E. & O.E.

April 12, 2012

Property: PSV - Block 7 - PSV Suite: 3604 - 4011 Brickstone Mews

Statement Of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection Package and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR AMACON DEVELOPMENT (CITY CENTRE) CORP.

PURCHASER ALEXANDER YAREMA KOSTECKI

1. Critical Dates

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

the 17th day of October, 2016.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the ____ day of ____, 20____,
Final Tentative Occupancy Date

or

the ____ day of ____, 20____,
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 4th day of December, 2018.*

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

the 19th day of July, 2016.

(i.e., at least 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on:

the 3rd day of January, 2019.*

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 15th day of June, 2016.

VENDOR :

PURCHASER :

Addendum to Agreement of Purchase and Sale

Delayed Occupancy Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR AMACON DEVELOPMENT (CITY CENTRE) CORP. Full Name(s) 38706 Tarion Registration Number (416) 369-9069 Phone (416) 369-9068 Fax		Suite 400, 37 Bay Street Address Toronto City Ontario Province infoTO@amacon.com Email M5J 3B2 Postal	
PURCHASER ALEXANDER YAREMA KOSTECKI Full Name(s) 1320 MISSAUGA VALLEY BLVD Apt# 301 Address (416) 272-4267 Phone Fax		MISSISSAUGA City ONTARIO Province alex_kosteki94@hotmail.com Email L5A 3S9 Postal	
PROPERTY DESCRIPTION 4011 Brickstone Mews Municipal Address Mississauga City Part of Block 4 and Part of Part 6 as shown on Plan 43M-1925, City of Mississauga Short Legal Description Postal Code			
INFORMATION REGARDING THE PROPERTY The Vendor confirms that:			
a) The Vendor has obtained Formal Zoning Approval for the Building.			
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.			
d) Commencement of Construction: ☒ has occurred; or ☐ is expected to occur by			
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.			
Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.			

AK

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

ALEXANDER YAREMA KOSTECKI (the "Purchaser")

Suite **3604** Tower **ONE** Unit **4** Level **35** (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:

The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), as requested by the Purchaser and set out in below (the "Change Order") subject to the following terms and conditions:

- a. The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser in writing the cost of the Change Order within fifteen (15) days of the date hereof;
- b. The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
- c. All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s) shall be payable by the Purchaser and included in the Change Order; and

The change(s) requested by the Purchaser are/is as follows:

- a. **The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples at no additional cost.**
- b. **The Vendor agrees to supply and install Blinds throughout as per Vendors samples at no additional cost.**
- a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.

- b. If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.

The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. In such event, the Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Taron in connection with same.

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

WITNESS WHEREOF the parties have executed this Agreement

SIGNED at Mississauga, Ontario this 15 day of JUNE 2016.

Witness:

Purchaser: **ALEXANDER YAREMA KOSTECKI**

I, UNDERSIGNED hereby accepts this offer.

SIGNED at TORONTO this 16 day of JUNE 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer

I have the authority to bind the Corporation

PSV - TOWER ONE
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

ALEXANDER YAREMA KOSTECKI (the "Purchaser")

Suite 3604 Tower ONE Unit 4 Level 35 (the "Unit")

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

1. **Insert:**

- (a) Provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser with a Decorating Allowance in the amount of **Ten Thousand Dollars (\$10,000.00)** on the Statement of Adjustments for Closing.
- (b) This Decorating Allowance is personal to the Purchaser, is not transferable or assignable and shall automatically terminate without notice or any further process if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment).
- (c) Without limiting anything contained herein: (i) the provisions of the Decorating Allowance shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Decorating Allowance is conditional upon the Purchaser closing the transaction contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 15 day of JUNE 2016.

Witness:

Purchaser: **ALEXANDER YAREMA KOSTECKI**

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 16 day of JUNE 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer

I have the authority to bind the Corporation

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

ALEXANDER YAREMA KOSTECKI (the "Purchaser")

Suite 3604 Tower ONE Unit 4 Level 35 (the "Unit")

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

DELETE:

- (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement
- (ii) the sum of Twelve Thousand Nine Hundred Ninety-Five (\$12,995.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
- (iii) the sum of Fourteen Thousand Nine Hundred Ninety-Five (\$14,995.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of Fourteen Thousand Nine Hundred Ninety-Five (\$14,995.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of Twenty-Nine Thousand Nine Hundred Ninety (\$29,990.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

- (i) the sum of Five Thousand (\$5,000.00) Dollars submitted with this Agreement
- (ii) the sum of Nine Thousand Nine Hundred Ninety Five (\$9,995.00) Dollars submitted with this Agreement and post dated sixty(60) days following the date of execution of this Agreement by the Purchaser;

ated at Mississauga, Ontario this 15 day of June 2016.

SIGNED, SEALED AND DELIVERED
the Presence of:



Witness



Purchaser - ALEXANDER YAREMA KOSTECKI

ected at Toronto this 16 day of June 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Marketing Scheme

Suite: 3604, Level: 36 - Style Two

PRE-SELECTED BY BUILDER
1471 ROYAL CREDIT BLVD
MISSISSAUGA ON

4011 Brickstone Mews
Mississauga Ontario

Colour Selections

KITCHEN

Cabinets	MOD (Como. Grigio. Flat Panel)
Backsplash	MOD (Cristallo Glass Mosaic. Special Grey. 1"x2")
Kitchen Countertop	MOD (Night Shade. Quartz)

MAIN BATH

Vanity Cabinet	MOD (Como. Grigio. Flat Panel)
Countertop	MOD (Bianco Carrara. Marble. Polished Finish)
Floor Tile	MOD (Concrete. Col: Ash Grey. Matte Finish. 12" x 24")
Wall Field Tile	MOD (Colours & Dimensions. Arctic White. Matte Finish. 4" x 16")
Accent Tile	MOD (Colours & Dimensions. Sterling Grey. Matte Finish. 4" x 16")

FLOORING

Entry	MOD (Solo-3 Layer Engineered Wood Floor. White Oak. Nero. 1/2X4X1/4")
Kitchen	MOD (Solo-3 Layer Engineered Wood Floor. White Oak. Nero. 1/2X4X1/4")
Living Room/Dining Room	MOD (Solo-3 Layer Engineered Wood Floor. White Oak. Nero. 1/2X4X1/4")
Master Bedroom	MOD (Solo-3 Layer Engineered Wood Floor. White Oak. Nero. 1/2X4X1/4")

Vendor Initial: 

Purchaser Initial: 

Suite: 3604, Level: 36 - Style Two

Upgrades

EXTRAS

Custom Closet - Master Bedroom Closet - Without Drawers - WHITE  \$0.00

APPLIANCES

Front Loader Washer and Dryer - Whirlpool Duet 2014 (In Lieu of Standard)-Yes  \$0.00

WINDOW COVERINGS

Option 1 - Open Roll Roller Shades-Yes  \$0.00

Option 1 - Open Roll Roller Shades - Master Bedroom - Canvas  \$0.00

Option 1 - Open Roll Roller Shades - Dining/Living - Pearl  \$0.00

FLOORING

Hardwood Flooring - Standard - Master Bedroom  \$0.00

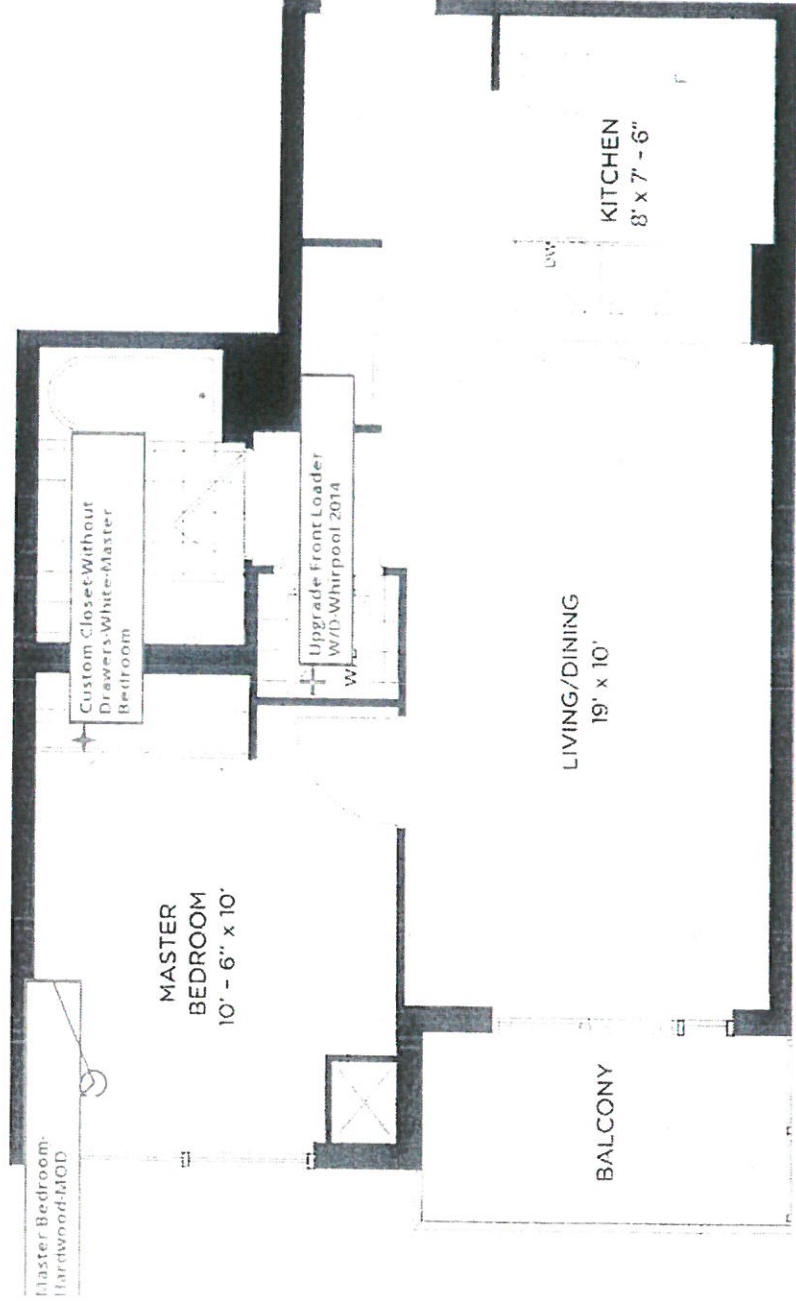
Sub Total : \$0.00
Total : \$0.00
HST : \$0.00
Net Payable : \$0.00
Deposit Amount : \$0.00
2nd Deposit Amount : \$0.00
Due on Occupancy Amount : \$0.00

Purchaser has been advised of all possible Upgrades offered by the Builder, and has declined any additional upgrades. Purchaser aware and accepts that any further request for Upgrades (at a later date), are subject to an administration fee, may not be possible, and the Builder reserves the right to decline accommodating the requested Upgrade. Purchaser also aware and accepts that if the upgrades are agreed upon by the Builder, that the price of the upgrade is subject to change."

idior Initial: 

Purchaser Initial: 

Suite: 3604, Level: 36 - Style Two



MAIN LEVEL

Order Initial: AK

Purchaser Initial: AK

Finishing Selections - Terms And Conditions

Property address: 4011 Brickstone Mews Suite #3604 Level 36 - Style Two

Purchaser(s): PRE-SELECTED BY BUILDER

The Purchaser acknowledges and agrees that the Vendor's obligation to install the chosen finishing selections is conditional and subject to the following terms and conditions.

1. Finishing choices are from Vendor's samples. Colour, texture, appearance, etc. of all installed materials may vary from Vendor's samples due to manufacturing, natural variations in product and installation process. The Purchaser acknowledges that the Vendor accepts no responsibility in the event that a selection becomes unavailable for any reason whatsoever. If the Vendor is unable to supply any of the Purchaser's selections, the Purchaser will, at the request of the Vendor, choose an alternate selection from the Vendor's samples within seven (7) business days of being notified by the Vendor to do so. If the Purchaser does not re-select within seven (7) business days, then the Vendor will make such selections, which shall be final and binding on the Purchaser.
2. Where the Purchaser has made upgrade selections or requested changes that are subject to additional charge, and upon the Vendor or its Sales Representative notifying the Purchaser, of its agreement to complete the same and any additional cost(s) for such upgrade or change request, the Purchaser shall pay the total amount owing by cheque or bank draft to the Vendor within seven (7) business days from being so notified. All cheques should be made payable to Blaney McMurtry LLP in Trust. Failure to pay the upgrade or change request cost within the permitted time shall constitute a default under the Agreement of Purchase and Sale and, in such event, the Vendor may, at its option and without further notice, complete the unit to its original specifications.
3. The value of any credit(s) issued to the Purchaser for incomplete or deleted items, as applicable, shall be calculated by the Vendor and shall be non-negotiable. Credit(s), where applicable, shall be adjusted on the final Statement of Adjustments.
4. The Purchaser acknowledges and agrees that there shall be no change, alteration or deletion from this finishing selections sheet after acceptance by the Vendor.
5. If any upgrade or item of finishing remains incomplete in whole or in part on the Occupancy Date, the Purchaser shall accept, without holdback, the Vendor's undertaking to complete such upgrade or item of finishing as soon as possible following occupancy closing. In the event the Vendor elects not to provide or install any selected upgrade or item of finishing, that is at additional cost, the Vendor shall refund to the Purchaser by way of an adjustment on the final Statement of Adjustments that portion of the amount paid by the Purchaser allocated to the particular upgrade or item of finishing which is not provided, the adjustment to be determined by the Vendor in its sole discretion. The said adjustment shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to the said upgrade or item of finishing and the Purchaser shall complete the closing without delay or holdback.
6. In the event the purchase and sale transaction is not completed for any reason, the Vendor shall be entitled to retain the full payment for any upgrade or change request. All such sums paid are non-refundable.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT OF PURCHASE AND SALE REMAIN THE SAME AND CONTINUE IN FULL FORCE AND EFFECT

DATED at MISSISSAUGA this 15 of JUNE, 20 16

Witness Signature: _____

Purchaser Signature: _____

Witness Signature: _____

Purchaser Signature: _____

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 16 of JUNE, 20 16

PER: _____



Authorized Signing Officer
I have the authority to bind the corporation

AMACON DEVELOPMENT (CITY CENTRE) CORP.