

DR IHAB ASSAAD
MRS SHEREEN MEKHAEL
2438 MEADOWRIDGE DRIVE
OAKVILLE ON L6H 7R3

VJP

747

DATE 2021-03-19
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Aird & Berlis LLP in Trust

\$ 19,782.00

Nineteen Thousands Seven hundred & Eighty Two / 100 DOLLARS



ROYAL BANK OF CANADA
LAKESHORE & TRAFALGAR BRANCH
279 LAKESHORE RD E
OAKVILLE ON L6J 1H9

MEMO

X 3407

Shab Anas

⑈747⑈ ⑆03502⑈003⑆511⑈019⑈2⑈

DR IHAB ASSAAD
MRS SHEREEN MEKHAEL
2438 MEADOWRIDGE DRIVE
OAKVILLE ON L6H 7R3

VJP

746

DATE 2020-03-29
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Aird & Berlis LLP in Trust

\$ 19,782.00

Nineteen Thousands Seven hundred & Eighty Two / 100 DOLLARS



ROYAL BANK OF CANADA
LAKESHORE & TRAFALGAR BRANCH
279 LAKESHORE RD E
OAKVILLE ON L6J 1H9

MEMO

X 3407

Shab Anas

⑈746⑈ ⑆03502⑈003⑆511⑈019⑈2⑈

DR IHAB ASSAAD
MRS SHEREEN MEKHAEL
2438 MEADOWRIDGE DRIVE
OAKVILLE ON L6H 7R3

VJP

745

DATE 2019-09-26
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Aird & Berlis LLP in Trust

\$ 19,782.00

Nineteen Thousands Seven hundred & Eighty Two / 100 DOLLARS



ROYAL BANK OF CANADA
LAKESHORE & TRAFALGAR BRANCH
279 LAKESHORE RD E
OAKVILLE ON L6J 1H9

MEMO

X 3407

Shab Anas

⑈745⑈ ⑆03502⑈003⑆511⑈019⑈2⑈

DR IHAB ASSAAD
MRS SHEREEN MEKHAEL
2438 MEADOWRIDGE DRIVE
OAKVILLE ON L6H 7R3

VJP

744

DATE 2019-06-28
Y Y Y Y M M D D

PAY TO THE
ORDER OF

Aird & Berlis LLP in Trust

\$ 19,782.00

Nineteen Thousands Seven hundred & Eighty Two / 100 DOLLARS



ROYAL BANK OF CANADA
LAKESHORE & TRAFALGAR BRANCH
279 LAKESHORE RD E
OAKVILLE ON L6J 1H9

MEMO

X 3407

Shab Anas

⑈744⑈ ⑆03502⑈003⑆511⑈019⑈2⑈

DR IHAB ASSAAD
MRS SHEREEN MEKHAEL
2438 MEADOWRIDGE DRIVE
OAKVILLE ON L6H 7R3

VTP

743
DATE 2019-04-29
Y Y M M D D
\$ 27,970.00

PAY TO THE ORDER OF Aird & Beris LLP in Trust
Twenty Seven Thousand Nine Hundred & Seventy 100 DOLLARS

☐ Security Features
Detailed on back



ROYAL BANK OF CANADA
LAKESHORE & TRAFALGAR BRANCH
279 LAKESHORE RD E
OAKVILLE ON L6J 1H9

MEMO

\$407

Shel Assaad

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DR IHAB ASSAAD
MRS SHEREEN MEKHAEL
2438 MEADOWRIDGE DRIVE
OAKVILLE ON L6H 7R3

VTP

742
DATE 2019-03-29
Y Y Y Y M M D D
\$ 500.00

PAY TO THE ORDER OF Aird & Beris LLP in Trust
Five Thousand 100 DOLLARS

☐ Security Features
Detailed on back



ROYAL BANK OF CANADA
LAKESHORE & TRAFALGAR BRANCH
279 LAKESHORE RD E
OAKVILLE ON L6J 1H9

MEMO

\$407

Shel Assaad

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BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL (the "Purchaser")

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (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 **Twelve Thousand Dollars (\$12,000)** 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

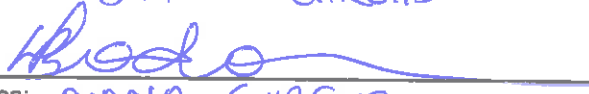
DATED at **Mississauga, Ontario** this **30th** day of **March, 2019**.

Witness:


DIANA GIRGIS

Purchaser: 
IHAB GUIRGUIS RIZK ASSAAD

Witness:


DIANA GIRGIS

Purchaser: 
SHEREEN REDA MOUSSA MEKHAEIL

THE UNDERSIGNED hereby accepts this offer.

ACCEPTED at **Mississauga, Ontario** this **30th** day of **March, 2019**.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signing Officer
I have the authority to bind the Corporation

AGREEMENT OF PURCHASE AND SALE

The undersigned, **IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL** (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 **Six Hundred Fifty-Nine Thousand Four Hundred (\$659,400.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:
 - (a) to Aird & Berlis LLP (the "**Vendor's Solicitors**"), in Trust, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:
 - (i) the sum of **Five Thousand (\$5,000.00)** Dollars submitted with this Agreement;
 - (ii) the sum of **Twenty-Seven Thousand Nine Hundred Seventy (\$27,970.00)** 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 **Thirty-Two Thousand Nine Hundred Seventy (\$32,970.00)** 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 **Thirty-Two Thousand Nine Hundred Seventy (\$32,970.00)** 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 **Thirty-Two Thousand Nine Hundred Seventy (\$32,970.00)** 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 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 **Saturday** this **30th** day of **March** 2019

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness:

DIANA BERGLIS

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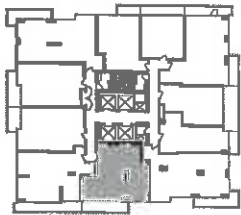
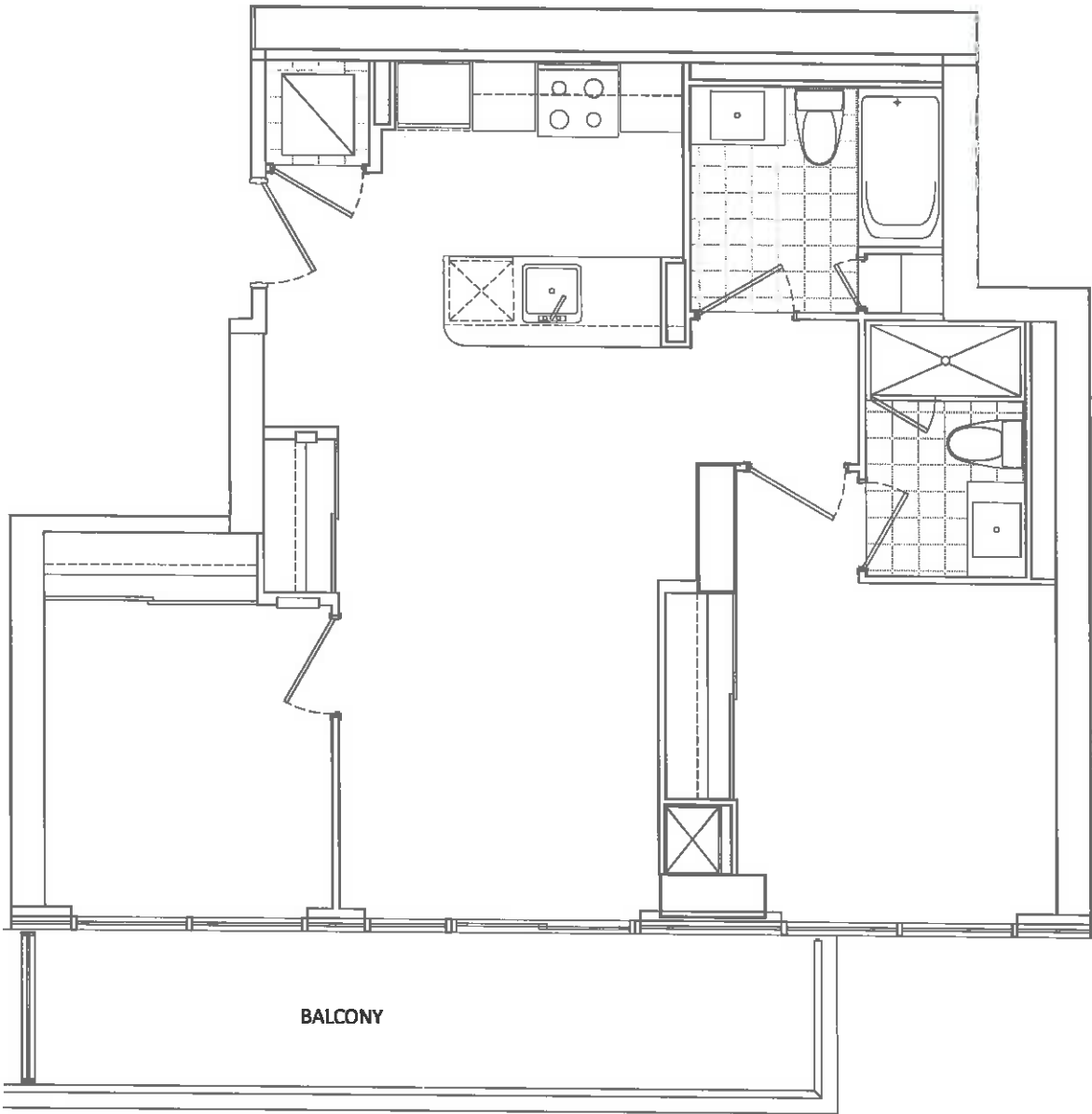
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SCHEDULE "A" - Avia – Tower One

TO AGREEMENT OF
PURCHASE AND SALE

Unit 07, Level 34, Suite 3407



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 JA
Purchaser's Initials SM
Vendor's Initials [Signature]

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL (the "Purchaser")

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (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: FROM THE AGREEMENT OF PURCHASE AND SALE

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.

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

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.

Notwithstanding the above, the Purchaser shall be permitted to assign for sale or offer to sell its interest in the Agreement, provided that the Purchaser first:

- (i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants, agreements and obligations under the Agreement;
- (iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- (iv) acknowledges that the Vendor's consent is conditional on the purchaser and potential assignee meeting all of the requirements of the Vendor for such assignment, which requirements shall be set out in a letter from the Vendor's Solicitor to the Purchaser's Solicitor;
- (v) Acknowledges that the HST Rebate that may have otherwise been available to the Purchaser shall no longer be available to the Purchaser or the assignee on final closing notwithstanding any potential qualification for same and the assignee or the Purchaser, as the case may be, shall be required to pay the full amount of the applicable HST to the Vendor on Final closing;

- (vi) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form for delivery to the Vendor;
- (vii) Complies in all respects with the Vendor's conditions of assignment approval letter;
- (viii) Pays the sum Zero (\$0.00) Dollars plus HST by way of certified cheque as an administration fee to the Vendor for permitting such sale, transfer or assignment, payable to the Vendor at the time of the Purchaser's request for consent to the assignment, which sum is non-refundable;
- (ix) the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the Deposit having been paid does not then represent twenty-five percent (25%) of the Purchase Price.
- (x) Pays the Vendor Solicitor's legal fees of \$500.00 plus HST, to be submitted with the request by way of certified cheque payable to Aird & Berlis LLP, which fees are non-refundable;

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 30th day of March, 2019.

Witness: [Signature]
DIANA GIRGIS

Witness: [Signature]
DIANA GIRGIS

Purchaser: [Signature]
IHAB GUIRGUIS RIZK ASSAAD

Purchaser: [Signature]
SHEREEN REDA MOUSSA MEKHAEL

DATED at Mississauga, Ontario this 30th day of March, 2019.

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

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

CAPPING - 700 SQUARE FEET AND ABOVE

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

IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL (the "Purchaser")

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (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:

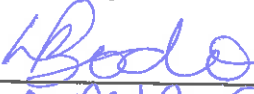
- The amount of any increases in or new development charge(s) or levies, education development charge(s) or levies, and/or any fees, levies, charges or assessments from and after the date hereof, assessed against or attributable to the Unit, as such charges are referred to in paragraph 6(b)(v) of the Agreement;
- 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
- The cost of gas and hydro meter or check or consumption meter installations, if any, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, as such charges are referred to in paragraph 6(b)(viii) of the Agreement;

to a fixed aggregate amount of **Twelve Thousand (\$12,000) Dollars**.

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at **Mississauga, Ontario** this **30th day of March, 2019**.

Witness: <u></u> DIANA GIRGIS	Purchaser: <u></u> IHAB GUIRGUIS RIZK ASSAAD
Witness: <u></u> DIANA GIRGIS	Purchaser: <u></u> SHEREEN REDA MOUSSA MEKHAEIL

DATED at **Mississauga, Ontario** this **30th day of March, 2019**.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL (the "Purchaser")

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (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:

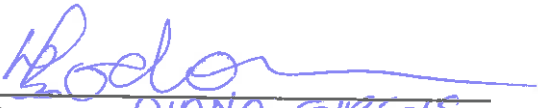
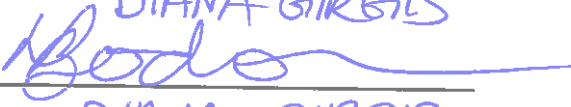
DELETE:

- (iii) the sum of **Thirty-Two Thousand Nine Hundred Seventy (\$32,970.00)** 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 **Thirty-Two Thousand Nine Hundred Seventy (\$32,970.00)** 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 **Thirty-Two Thousand Nine Hundred Seventy (\$32,970.00)** 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);

INSERT:

- (iii) the sum of **Nineteen Thousand Seven Hundred Eighty-Two (19,782.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to eight (8%) 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 **Nineteen Thousand Seven Hundred Eighty-Two (19,782.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to eleven (11%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty five (180) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Nineteen Thousand Seven Hundred Eighty-Two (19,782.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv) and (v) to fourteen (14%) percent of the Purchase Price submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser; and
- (vi) the sum of **Nineteen Thousand Seven Hundred Eighty-Two (19,782.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii), (iv), (v) and (vi) to seventeen (17%) percent of the Purchase Price submitted with this Agreement and post dated seven hundred and twenty (720) days following the date of execution of this Agreement by the Purchaser; and
- (vii) the sum of **Nineteen Thousand Seven Hundred Eighty-Two (19,782.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv), (v), (vi) and (vii) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

DATED at **Mississauga, Ontario** this **30th day of March, 2019**.


Witness DIANA GIRGIS

Witness DIANA GIRGIS


Purchaser - **IHAB GUIRGUIS RIZK ASSAAD**

Purchaser - **SHEREEN REDA MOUSSA MEKHAEIL**

ACCEPTED at **Mississauga, Ontario** this **30th day of March, 2019**.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEL (the "Purchaser")

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (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:

Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

(a) the Purchaser pays to the Vendor's Solicitor, Aird & Berlis LLP, in Trust, the amount required to bring the total deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;

(b) Provided that the Purchaser is not in default under the Agreement.

(c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage directly or indirectly caused by the sublicensee, its guests or invitees, to the Residential Unit or the balance of the Property inclusive of any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the occupancy licence and enforce the Vendor's rights under the Agreement.

(d) the Vendor shall have the right in its sole discretion to pre-approve the sublicensee including, but not limited to its personal credit history and the terms of any arrangement made by the Purchaser with the sublicensee.

(e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of Zero (\$0.00) plus applicable taxes thereon to the Vendor for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non-refundable.

(f) the Purchaser shall deliver with the request for approval a certified cheque in the amount of \$500.00 plus HST to the Vendor's solicitor, Aird & Berlis LLP, in Trust in payment of the Vendor's legal fees for processing this amendment, which fees are non-refundable.

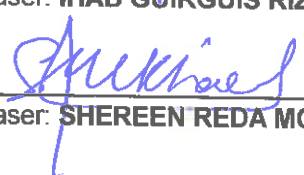
(g) the Purchaser expressly acknowledges and agrees that it will no longer qualify for the HST Rebate credit applicable for final closing, and shall be responsible for the final payment of the amount of HST on final closing.

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 30th day of March, 2019.

Witness: 
DIANA GIRGIS
Witness: 
DIANA GIRGIS

Purchaser: 
IHAB GUIRGUIS RIZK ASSAAD
Purchaser: 
SHEREEN REDA MOUSSA MEKHAEL

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga, Ontario this 30th day of March, 2019.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL (the "Purchaser")

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (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:

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), requested by the Purchaser as 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 by written 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' from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order without further notice 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
2. The change(s) requested by the Purchaser are/is as follows:
 - a. **The Vendor agrees to supply and install Blinds throughout as per Vendors samples at no additional cost.**
3.
 - 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.
4. 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. 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 Tarion in connection with same, whether financial or otherwise.

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 30th day of March, 2019.

Witness: Bodo
DIANA GIRGIS

Purchaser: Ihab Guirguis Rizk Assaad
IHAB GUIRGUIS RIZK ASSAAD

Witness: Bodo
DIANA GIRGIS

Purchaser: Sherleen Reda Moussa Mekhaeil
SHEREEN REDA MOUSSA MEKHAEIL

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga, Ontario this 30th day of March, 2019.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

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

IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL (the "Purchaser")

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (the "Unit")

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS:

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



MOURAD HANNA (the "Co-Operating Agent/Broker") represents the interests of the Purchaser(s) in this transaction.

ROYAL LEPAGE REALTY PLUS (the "Brokerage")

13-2575 DUNDAS STREET WEST, , , (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 at **Mississauga, Ontario** this **30th day of March, 2019**.

Witness:


DIANA GIRGIS

Witness:


DIANA GIRGIS

Purchaser: 
IHAB GUIRGUIS RIZK ASSAAD

Purchaser: 
SHEREEN REDA MOUSSA MEKHAEIL

AVIA - BLOCK ONE

SCHEDULE "D"

ACKNOWLEDGEMENT OF RECEIPT

Suite **3407** Tower **Avia 1** Unit **7** Level **34** (the "Unit")

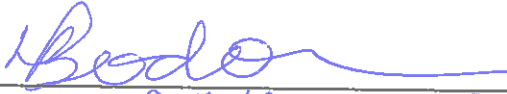
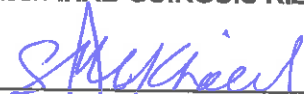
THE UNDERSIGNED, **IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEL** being the Purchaser(s) of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following documents on the date noted below:

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. A Disclosure Statement dated March 21, 2019, and accompanying documents in accordance with Section 72 of the Act.

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 in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Mississauga, Ontario **Saturday** this **30th** day ofday of **March 2019**

Witness: <u></u> DIANA GIRGIS	Purchaser: <u></u> IHAB GUIRGUIS RIZK ASSAAD
Witness: <u></u> DIANA GIRGIS	Purchaser: <u></u> SHEREEN REDA MOUSSA MEKHAEL

Addendum to Agreement of Purchase and Sale

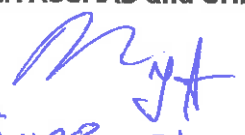
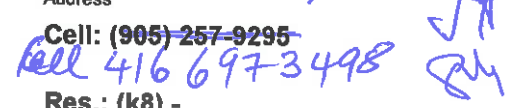
Delayed Occupancy Warranty

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		
Tarion Registration Number	Address		
(416) 369-9069	Toronto	Ontario	M5E 1E5
Phone	City	Province	Postal
(416) 369-9068	sbabineau@amacon.com		
Fax	Email		

PURCHASER			
IHAB GUIRGUIS RIZK ASSAAD and SHEREEN REDA MOUSSA MEKHAEIL			
Full Name(s)			
2438 Meadowridge			
Address			
Cell: (905) 257-9295	Oakville		L6H7R3
 Res.: (k8) -	City	Province	Postal
	ihab65@gmail.com		
	Email*		

PROPERTY DESCRIPTION			
430 Square One Dr.			
Municipal Address			
Mississauga	Ontario		
City	Province	Postal Code	
Pt. Lt. 19, Con 2 NDS (Tor. TWP) designated as Parts 1, 2, 3, 4 & 5, Plan 43R-30808, Mississauga			
Short Legal Description			

INFORMATION REGARDING THE PROPERTY	
The Vendor confirms that:	
(a) The Vendor has obtained Formal Zoning Approval for the Building.	☒ Yes ☐ No
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 December 08, 2020	
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.	



- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ☒ Yes ☐ No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)

Description of the Early Termination Condition:

SEE SCHEDULE ATTACHED

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

SEE SCHEDULE ATTACHED

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

M
SA

Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:

- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1. Pursuant to Section 6(b)(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;
2. Pursuant to Section 6(b)(xii), the sum of Two Hundred and Fifty Dollars (\$250.00) plus HST for the cost of obtaining (partial) discharges for mortgages on the Unit which are not intended to be assumed by the Purchaser;
3. Pursuant to Section 6(e), the sum of Five Hundred Dollars (\$500.00) plus HST for the cost of any (i) amendment to the Agreement or to Closing documentation after acceptance of the Agreement by the Vendor; (ii) any request for acceleration or extension of the Occupancy or Closing Date; (iii) any change in the manner in which the Purchaser has previously requested to take title to the Unit; or (iv) any increase of the amount to be paid to the Vendor's Solicitors on the Occupancy Date at any time after the expiry of the initial 10-day statutory rescission period;
4. Pursuant to Section 6(h), an administration fee of Five Hundred Dollars (\$500.00) plus HST, for any payment tendered by the Purchaser that is not accepted by the Vendor's Solicitor's bank for any reason.

PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1. Pursuant to section 6(a)(i), any charges for the Unit for hydro, fuel or utility service, telephone, internet and cable;
2. Pursuant to Section 6(a)(ii), Occupancy Fees;
3. Pursuant to Section 6(b)(i), realty taxes (including local improvement charges, if any) which may be estimated;
4. Pursuant to Section 6(b)(ii), common expenses;
5. Pursuant to Section 6(b)(iii), any applicable retail sales or other tax applicable to chattels (payable directly by the Purchaser);
6. Pursuant to Section 6(b)(iv), any other taxes imposed by any federal, provincial or municipal government;
7. Pursuant to Section 6(b)(v), any increase in or new development charges or levies, education development charges or other levy or charge assessed against or attributable to the Property from and after the date of the Agreement;
8. Pursuant to Section 6(b)(vi), the amount of any community installation, service or benefit, public art levy charge or contribution(s) assessed against the Unit or the Building, the Property or a portion thereof and attributable to any part thereof;
9. Pursuant to Section 6(b)(vii), the TARION enrolment fee plus applicable taxes;
10. Pursuant to Section 6(b)(viii), the cost of gas and hydro meter or check or consumption meter installations, if any, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Property and/or the Unit;
11. Pursuant to Section 6(b)(ix), the Law Society of Upper Canada transaction levy;
12. Pursuant to Section 6(b)(xi), any legal fees and disbursements for not utilizing the Teraview Electronic Registration System;
13. Pursuant to Section 6(b)(xiii), any utility supplier security deposit;
14. Pursuant to Section 6(f), HST and/or the equivalent of the HST Rebate, where (in the Vendor's sole discretion) the Purchaser does not qualify for same;
15. Pursuant to Section 6(g), HST or other value added or similar tax exigible with respect to any adjustments for any extras or upgrades;
16. Pursuant to Section 32(b), interest on any amount, payment and/or adjustment due and payable by the Purchaser and not made and/or paid on the date due;
17. Pursuant to Schedule "C", paragraph C.11, 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, the common elements or the Project resulting from the negligence or misconduct of the Purchaser, his guests, invitees, servants, agents, contractors and/or sublicensees.

**APPENDIX TO
TARION 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.**

The bottom right corner of the page contains two handwritten signatures in blue ink. The signature on the left is a large, stylized 'S' or 'Z' shape. The signature on the right is smaller and appears to be 'JA' or similar initials.

2. Pursuant to the Agreement and upon request by the Vendor, the Purchaser shall make colour and material choices from the Vendor's standard selections by the date designated by the Vendor (of which the Purchaser shall be given at least 5 days prior notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period the Vendor may exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours and materials so selected by the Vendor, except that the Vendor shall have the right at any time and without prior notice to the Purchaser to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.
3. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard features listed herein which are omitted at the Purchaser's request.
4. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
5. All dimensions, if any, are approximate.
6. All specifications and materials are subject to change without notice.
7. Pursuant to the Agreement, this Schedule or amendment or change order, the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra. If, as a result of building, construction, design, material availability or site conditions within the Unit or the building, the Vendor is not able to construct such extra, the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the said extra. In such event, the Vendor shall refund the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest, and in all other respects this Agreement shall continue in full force and effect, with time to continue to be of the essence.
8. Flooring and specific features will depend on the Vendor's package as selected.

E. & O. E

Initials: Vendor: _____

Purchaser: _____

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: **3407** Phase/Tower: **Avia 1** Plan No.:

Street: **430 Square One Dr.** in the City of **Mississauga**

Date of Offer: **March 30, 2019**

Sales Representative: **In2ition Realty**

Verification of Individual

- | | |
|---|--|
| 1. Full Legal Name of Individual: | IHAB GUIRGUIS RIZK ASSAAD |
| 2. Address: | 2438 Meadowridge ,
Oakville, , L6H7R3 |
| 3. Date of Birth: | June 10, 1965 |
| 4. Principal Business or Occupation: | / |
| 5. Identification Document (must see original): | _____ |
| 6. Document Identification Number: | A80573584650610 |
| 7. Issuing Jurisdiction: | _____ |
| 8. Document Expiry Date (must not be expired): | June 10, 2021 |

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing , permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (if applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

- | | |
|---|-------|
| 1. Name of third Party: | _____ |
| 2. Address: | _____ |
| 3. Date of Birth: | _____ |
| 4. Principal Business or Occupation: | _____ |
| 5. Incorporation number and place of issue (corporations/other entities only) | _____ |
| 6. Relationship between third party and client: | _____ |

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: **3407** Phase/Tower: **Avia 1** Plan No.:

Street: **430 Square One Dr.** in the City of **Mississauga**

Date of Offer: **March 30, 2019**

Sales Representative: **In2ition Realty**

Verification of Individual

1. Full Legal Name of Individual: **SHEREEN REDA MOUSSA MEKHAEL**
2. Address: **2438 Meadowridge ,
Oakville, , L6H7R3**
3. Date of Birth:
4. Principal Business or Occupation: **/**
5. Identification Document (must see original): _____
6. Document Identification Number: **M23357077725119**
7. Issuing Jurisdiction: _____
8. Document Expiry Date (must not be expired): **February 19, 2023**

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing , permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

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Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: **3407** Phase/Tower: **Avia 1** Plan No.:

Street: **430 Square One Dr. in the City of Mississauga**

Date of Offer: **March 30, 2019**

Sales Representative: **In2ition Realty**

Verification of Individual

- | | |
|---|--|
| 1. Full Legal Name of Individual: | IHAB GUIRGUIS RIZK ASSAAD |
| 2. Address: | 2438 Meadowridge ,
Oakville, , L6H7R3 |
| 3. Date of Birth: | June 10, 1965 |
| 4. Principal Business or Occupation: | / |
| 5. Identification Document (must see original): | _____ |
| 6. Document Identification Number: | A80573584650610 |
| 7. Issuing Jurisdiction: | _____ |
| 8. Document Expiry Date (must not be expired): | June 10, 2021 |

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| 5. Identification Document (must see original): | _____ |
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| 6. Relationship between third party and client: | _____ |

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 or 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

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:

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

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

Individual Identification Information Record

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- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

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High Risk

- ☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
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**Ontario**


1972/01/19

Driver's License
Permis de conduire

ON
CANADA

GRANDPOND, JOUSSA
441 WILLOWBROOK DR
MARKHAM, ON, L6H 7R3

M2335 - 7077
2017/12/14
025243044

45627/EDP
16107THAUF 107

45627/EDP
16107THAUF 107

45627/EDP
16107THAUF 107



1965/06/10

ON
CANADA

AKVILLE, ON, L6H 7R3

AS057 - 344 46 - 505 10

2016/04/28

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184 cm

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