

## AGREEMENT OF PURCHASE AND SALE

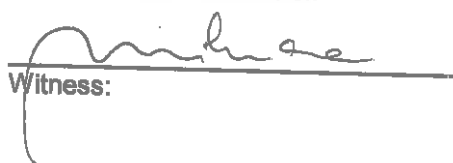
The undersigned, **JACQUELINE E ROBERTSON and KIMANI DANTE ROBERTSON** (collectively, the "Purchaser"), hereby agrees with **Amacon Development (City Centre) Corp.** (the "Vendor") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto 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:

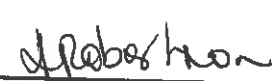

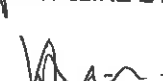

1. The purchase price of the Unit (the "Purchase Price") is **Six Hundred Seventy-Six Thousand Four Hundred (\$676,400.00) DOLLARS** inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:
  - (a) to Aird & Berlis LLP (the "Vendor's Solicitors"), 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-Eight Thousand Eight Hundred Twenty (\$28,820.00) 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-Three Thousand Eight Hundred Twenty (\$33,820.00) 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-Three Thousand Eight Hundred Twenty (\$33,820.00) 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-Three Thousand Eight Hundred Twenty (\$33,820.00) 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 this 1st day of April 2019

SIGNED, SEALED AND DELIVERED  
In the Presence of:

Witness: 

  
 Purchaser: JACQUELINE E ROBERTSON D.O.B. 15-Apr-66 S.I.N. - 516 925 807   
  
 Purchaser: KIMANI DANTE ROBERTSON D.O.B. 04-Oct-99 S.I.N. - 531 477 206 

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

DATED at Mississauga, Ontario this 1st day of April 2019

Vendor's Solicitor:  
Aird & Berlis LLP  
Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9  
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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



BLOCK ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DECORATING ALLOWANCE INCENTIVE

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

**JACQUELINE E ROBERTSON and KIMANI DANTE ROBERTSON** (the "Purchaser")

Suite **1508** Tower **Avia 1** Unit **8** Level **15** (the "Unit")

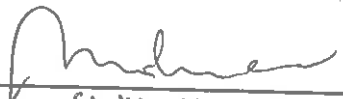
It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "**Agreement**") and, except for such changes noted below, all other terms and conditions of 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 **Eight Thousand Dollars (\$8,000)** 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 **1st day of April, 2019**.

Witness:   
SANJA MILEUSNIC

Witness:   
SANJA MILEUSNIC

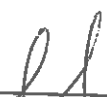
  
Purchaser: **JACQUELINE E ROBERTSON**

  
Purchaser: **KIMANI DANTE ROBERTSON**

THE UNDERSIGNED hereby accepts this offer.

ACCEPTED at **Mississauga, Ontario** this **1st day of April, 2019**.

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

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



AVIA DEPOSIT CHEAT SHEET - EXTENDED

Unit # 1508  
Purchase Price \$676,400  
Sale Date Date 1-Apr-19

DEPOSITS			
Initial Deposit	\$	5,000.00	1-Apr-19
Balance to 5%	\$	28,820.00	1-May-19
3%	\$	20,292.00	30-Jun-19
3%	\$	20,292.00	28-Sep-19
3%	\$	20,292.00	31-Mar-20
3%	\$	20,292.00	21-Mar-21
3%	\$	20,292.00	Occupancy Sept 2023
TOTAL DEPOSIT	\$	135,280.00	

FILL IN THE YELLOW ONLY  
CHEQUES MADE TO: AIRD & BERLIS LLP, IN TRUST  
AVIA | PARKSIDE VILLAGE | AMACON

