

Andrea Alsip

#1302

From: Dashmini Surendran <dashmini.surendran@mcmillan.ca>
Sent: Thursday, June 24, 2021 4:48 PM
To: Andrea Alsip
Cc: 'Stephanie Babineau'; 'Marija Skoko'; 'Katie Stephens-Wells'; Amanda DiFebo; Ashley Bickle; Carole Redwood
Subject: FW: Abadir Nasr's Purchase of 4116 Parkside Village, Suite 1302, Mississauga
Attachments: Letter to McMillan LLP re. Suite 1302, Voya - Building A (L2164496xC2C1F).DOCX

Hi Andrea,

Please see email below from the purchaser's solicitor. Is the rescission period ending today? Let us know how you want us to respond to the purchaser's solicitor.

Thanks.

mcmillan

Dashmini Surendran

Law Clerk
d 416.865.7817
Dashmini.Surendran@mcmillan.ca

Assistant: Ashley Bickle | 416.865.5521 | Ashley.Bickle@mcmillan.ca

Not agreeable to
any of the requests



CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copying or use of this information is strictly prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.

From: Martins, Victor <vmartins@loonix.com>
Sent: Thursday, June 24, 2021 2:05 PM
To: Dashmini Surendran <dashmini.surendran@mcmillan.ca>; Peter Saad <peter.saad@saadlaw.com>
Cc: Amanda DiFebo <amanda.difebo@mcmillan.ca>; Ashley Bickle <ashley.bickle@mcmillan.ca>; Carole Redwood <carole.redwood@mcmillan.ca>
Subject: RE: Abadir Nasr's Purchase of 4116 Parkside Village, Suite 1302, Mississauga

Thank you, Dashmini.

With today being the rescission period deadline, we would appreciate a response as soon as possible from the Vendor, or alternatively, confirmation from the Vendor that the rescission period will be extended for the length of time necessary to resolve our amendment requests and any amending agreement arising therefrom.



Victor Martins

Associate | Commercial Real Estate | Loopstra Nixon LLP

416.748.9364 | F: 416.746.8319

vmartins@loonix.com | www.loopstranixon.com

135 Queens Plate Drive, Suite 600, Toronto, ON Canada M9W 6V7



NOTICE: This email, including all attachments, contains confidential information and is directed in confidence solely to the person(s) to which it is addressed. Any other use, distribution, copy or disclosure is strictly prohibited. This e-mail may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify the sender, delete this e-mail and destroy all copies. WARNING: Email communications cannot be guaranteed to be timely, secure, error free or virus free.

From: Dashmini Surendran <dashmini.surendran@mcmillan.ca>
Sent: Thursday, June 24, 2021 2:02 PM
To: Martins, Victor <vmartins@loonix.com>; Peter Saad <peter.saad@saadlaw.com>
Cc: Amanda DiFebo <amanda.difebo@mcmillan.ca>; Ashley Bickle <ashley.bickle@mcmillan.ca>; Carole Redwood <carole.redwood@mcmillan.ca>
Subject: RE: Abadir Nasr's Purchase of 4116 Parkside Village, Suite 1302, Mississauga

Hello,

We received your attached correspondence and have forwarded same to the Vendor for review. We will provide our response as soon as we hear back.

Thanks.

mcmillan

Dashmini Surendran

Law Clerk
d 416.865.7817

Dashmini.Surendran@mcmillan.ca

Assistant: Ashley Bickle | 416.865.5521 | Ashley.Bickle@mcmillan.ca

CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copy or use of this information is strictly prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.

From: Martins, Victor <vmartins@loonix.com>
Sent: Tuesday, June 22, 2021 12:10 PM
To: Dashmini Surendran <dashmini.surendran@mcmillan.ca>
Cc: Peter Saad <peter.saad@saadlaw.com>
Subject: Re: Abadir Nasr's Purchase of 4116 Parkside Village, Suite 1302, Mississauga

Hi Dashmini,

Please find attached a letter correspondence for your attention regarding our client's purchase of the above-mentioned property from your client, Amacon Development (City Centre) Corp.

Thank you,



Victor Martins

Associate | Commercial Real Estate | Loopstra Nixon LLP

416.748.9364 | F: 416.746.8319

vmartins@loonix.com | www.loopstranixon.com

135 Queens Plate Drive, Suite 600, Toronto, ON Canada M9W 6V7

NOTICE: This email, including all attachments, contains confidential information and is directed in confidence solely to the person(s) to which it is addressed. Any other use, distribution, copy or disclosure is strictly prohibited. This e-mail may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify the sender, delete this e-mail and destroy all copies. WARNING: Email communications cannot be guaranteed to be timely, secure, error free or virus free.

McMillan is committed to providing electronic communications that are relevant to you and your business. To sign up to receive other electronic communications from us or to unsubscribe from receiving electronic messages sent on behalf of McMillan, please visit the [McMillan Online Subscription Centre](#).
McMillan s'engage à vous envoyer des communications électroniques appropriées pour vous et votre entreprise. Pour vous abonner et recevoir des communications électroniques de notre part, ou pour vous désabonner et ne plus recevoir de telles communications, veuillez visiter le [centre d'abonnement en ligne de McMillan](#).
McMillan is committed to providing electronic communications that are relevant to you and your business. To sign up to receive other electronic communications from us or to unsubscribe from receiving electronic messages sent on behalf of McMillan, please visit the [McMillan Online Subscription Centre](#).
McMillan s'engage à vous envoyer des communications électroniques appropriées pour vous et votre entreprise. Pour vous abonner et recevoir des communications électroniques de notre part, ou pour vous désabonner et ne plus recevoir de telles communications, veuillez visiter le [centre d'abonnement en ligne de McMillan](#).

Peter Saad
Direct Line: 416.748.5264
Email: psaad@loonix.com

VIA EMAIL TO: dashmini.surendran@mcmillan.ca

June 22, 2021

McMillan LLP
Barristers and Solicitors
Suite 4400, 181 Bay Street, Brookfield Place
Toronto, Ontario M5J 2T3

Attention: New Homes and Condominiums Law Clerk

Dear Sir or Madame:

RE: Abadir N. Nasr ("the Purchaser") purchase from Amacon Development (City Centre) Corp. (the "Vendor") of the proposed Suite No. 1302, together with one storage locker unit (collectively, the "Unit") in the development known as "Voya – Building A", pursuant to an agreement of purchase and sale dated June 14, 2021 (the "Purchase Agreement")

We are requesting the following amendments to the Purchase Agreement as follows:

- NO 1. Paragraph 1 (immediately prior to section 1) – Please amend this section as follows:
" ... which Parking Unit(s) and Storage Locker Unit(s), if any, shall be allocated selected by the Vendor Purchaser prior to the Closing Date in such location as determined by the Vendor Purchaser in its sole and unfettered discretion..."
- NO 2. Schedule B, Section 2.2(7)(a) – Please amend this section as follows:
"The Purchaser further covenants and agrees that until Closing:
(a) the Purchaser will not either directly or indirectly list for sale, offer to sell, advertise to sell, self, mortgage, pledge, rent, sublet, lease, lien or in any way encumber the Purchased Home;"
- NO? 3. Schedule B, Section 3.2(1) – Please amend this section as follows:
"If the Condominium is completed so as to permit access thereto and the Purchased Home has been finished so as to permit occupancy thereof in accordance with the minimum standards required by the Approving Authority, the Purchased Home shall be deemed to be substantially completed for all purposes of this Purchase Agreement,



notwithstanding that there remains any other work to be completed in the Purchased Home, or in any other Unit or common areas of the Condominium."

Schedule B, Section 3.2(2) – Please amend this section as follows:

"Except where the Purchaser and the Vendor have agreed that the Purchaser shall be responsible for certain conditions of occupancy and subject to paragraph 9 of the Addendum, the Purchased Home shall be deemed to be substantially completed when the interior work of the Property has been finished to the minimum standards allowed by the Approving Authority so that the Property may be lawfully occupied notwithstanding that there remains other work within the ~~Purchased Home~~ and/or the common elements to be completed which has not been completed or any such areas are not available for occupancy. Except where the Purchaser is responsible (pursuant to an express written agreement) for certain conditions of occupancy, the Purchaser shall not occupy the Purchased Home until the Approving Authority has permitted same or consented thereto, if such consent is required."

Schedule B, Section 3.2(17) – Please amend this section as follows:

"The Vendor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Condominium, or the Purchased Home or damage to property of the Purchaser or of others located on the Condominium or the Purchased Home, nor shall it be responsible for loss of or damage to any property of the Purchaser or others from any cause whatsoever, ~~even save and except~~ if any such death, injury, loss or damage results from the negligence and/or wilful act or omission of the Vendor, its agents, servants or employees, or other persons from whom it may at law be responsible. Without limiting the generality of the foregoing, save and except if caused by any wilful and/or negligent act or omission of the Vendor or those for whom the Vendor is responsible for at law, the Vendor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Condominium or the Purchased Home or from the pipes, appliances, plumbing, works, roof or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. Save and except if caused by any wilful and/or negligent act or omission of the Vendor or those for whom the Vendor is responsible for at law, the Vendor shall not be liable for any such damage caused by other owners, occupants, tenants, invitees or any other person on the Condominium or by occupants of adjacent property thereto, or the public, or caused by construction or any private, public or quasi public work. All property of the Purchaser kept or stored on the Condominium or on or in the Purchased Home shall be kept or stored at the risk of the Purchaser only and the Purchaser shall indemnify the Vendor and save it harmless from and against any claim arising out of any damages to the same, including any subrogation claims by the Purchaser's insurers, save and except if caused by any wilful and/or negligent act or omission of the Vendor or those for whom the Vendor is responsible for at law."

Schedule B, Section 3.2(20) – Please amend this section as follows:



"If any part of the Condominium is substantially damaged before the Creating Documents are registered to such an extent that in the opinion of the Vendor's duly licensed and independent architect such damage cannot be repaired by the Vendor, at its sole cost and expense, with the use of all commercially reasonable efforts within one hundred and eighty (180) days of the occurrence of such damage, the Vendor may in its sole and unfettered discretion either:...."

Schedule B, Section 3.2(21) – Please amend this section as follows:

"The Purchaser agrees to permit the Vendor, its employees, agents and contractors to have access to the Purchased Home without with prior reasonable notice to the Purchaser, as may be required from time to time to effect repairs to or complete the construction of the Purchased Home, other Units or the common elements, or for after - sales service purposes."

8. Schedule B, Section 5.1(2)(i) – We request the cap of \$65.00 for the costs included in this section.

9. Schedule B, Section 5.1(2)(j) – We request the sum of \$75.00 per occurrence included in this section to be reduced to \$25.00.

10. Schedule B, Section 5.1(2)(o) – Please delete this section.

11. Schedule B, Section 5.1(2)(p) – Please delete this section.

12. Schedule B, Section 5.1(2)(u) – We request the sum of \$500.00 for the Vendor's Solicitor's legal fees per occurrence to be reduced from the sum of \$500.00 to \$250.00.

13. Schedule B, Section 5.1(2)(w) – We request the sum of \$500.00 in this section be reduced to \$200.00.

14. Schedule B, Section 6.1(9) – Please amend this section as follows:

"The Vendor shall have no liability whatsoever for any damage to any improvements, fixtures, furnishings or personal property made or caused by the Purchaser resulting from (i) ~~any act or omissions to act of the Vendor or anyone under its direction or control in completing outstanding matters of, or deficiencies in, construction;~~ (ii) any work done by a third party trade at the behest of the Purchaser, either before or after the Closing Date, whether or not such third party trade was referred to the Purchaser by the Vendor; (iii) any damage or delays and attendant costs caused by the Purchaser or any person with whom the Purchaser has had direct dealings for the upgrading and/or installation of materials or equipment; or (iv) (iii) any damage caused by the use of the Purchased Home by the Purchaser, the Purchaser's family, guests or pets.

15. Schedule B, Section 6.2(8) – We request the administrative fee of \$1000.00 in the first sentence of this section be reduced to \$250.00.

16. Schedule B, Section 6.2(15) – Please delete the first sentence of this section.



17.

Schedule B, Section 8.3(1) – Please amend this section as follows:

“The Purchaser further covenants and agrees not to either directly or indirectly list for sale, offer to sell, advertise to sell, sell, transfer, assign, offer for lease, lease, license the use of (including the Purchaser’s right to Occupancy under the Occupancy Arrangement), direct title on Closing to any third party (other than the Purchaser’s spouse), mortgage, encumber or otherwise part with the Purchaser’s interest in this Purchase Agreement, the Purchased Home, the Condominium or the Lands (collectively and individually hereinafter referred to as a “Transfer”), nor permit any third party to list or advertise the Purchased Home for Transfer on a listing system or any other platform, including, without limitation, the Multiple Listing Service, at any time until after Closing, subject to this Section 8.3, without the prior written consent of the Vendor, which consent may not be unreasonably withheld.”

18.

Section 8.3(4) – Please delete this section.

19.

Amendment to the Agreement of Purchase and Sale re: Capped Charges – We request the cap of \$12,000.00 for the entirety of the charges or fees included in this Amendment and any potential increases of the same.

20.

Amendment to the Agreement of Purchase and Sale re: Assignment Right, Section 2 - Please amend this section as follows:

21.

“The Vendor shall have entered into binding agreements to sell no less than 95% 75% of the Residential Units in the Condominium, which determination shall be made by the Vendor, acting reasonably in its sole and unfettered discretion.”

22.

Amendment to the Agreement of Purchase and Sale re: Assignment Right, Section 3 - Please amend this section as follows:

“The Vendor shall have approved the proposed assignee in writing, which approval may not be unreasonably withheld.”

23.

Amendment to the Agreement of Purchase and Sale re: Assignment Right, Section 5 - Please amend this section as follows:

“The Purchaser shall not be in material default under the Purchase Agreement beyond all applicable cure periods.”

24.

Amendment to the Agreement of Purchase and Sale re: Assignment Right, Section 8 - Please delete this section.

25.

Amendment to the Agreement of Purchase and Sale re: Assignment Right, Section 12 - Please delete this section.

26.

Amendment to the Agreement of Purchase and Sale re: Assignment Right, Section 13 - Please amend this section as follows:



"The Purchaser shall not permit any third party to list or advertise the Purchased Home for Transfer (as defined in Section 8.3(1) of Schedule "B" of the Purchase Agreement) on a listing system or any other platform, including, without limitation, the Multiple Listing Service, at any time until after Closing, without the prior written consent of the Vendor, which consent may **not** be unreasonably withheld in the Vendor's sole and unfettered discretion. In the event the Vendor provides its consent, the Purchased Home may only be marketed by an agent designated by the Vendor, with all applicable commissions payable by the Purchaser."

26.

Amendment to the Agreement of Purchase and Sale re: Consent To Lease, Section 2 - Please amend this section as follows:

"The Vendor shall have entered into binding agreements to sell no less than 95% 75% of the Residential Units in the Condominium, which determination shall be made by the Vendor, acting reasonably in its sole and unfettered discretion."

27.

Amendment to the Agreement of Purchase and Sale re: Consent To Lease, Section 3 - Please amend this section as follows:

"The Vendor shall have approved the tenant, and in determining whether to grant its approval may consider any factors it deems relevant, acting reasonably in its sole and unfettered discretion, including, but not limited to, the tenant's personal credit history and the terms of any arrangement made between the Purchaser and the tenant."

28.

Amendment to the Agreement of Purchase and Sale re: Consent To Lease, Section 4 - Please amend this section as follows:

"The Purchaser shall not be in material default under the Purchase Agreement beyond all applicable cure periods."

29.

Amendment to the Agreement of Purchase and Sale re: Consent To Lease, Section 7 - Please delete this section.

30.

Amendment to the Agreement of Purchase and Sale re: Consent To Lease, Section 10 - Please delete this section.

31.

Amendment to the Agreement of Purchase and Sale re: Assignment Right, Section 11 - Please amend this section as follows:

"The Purchaser shall not permit any third party to list or advertise the Purchased Home for Transfer (as defined in Section 8.3(1) of Schedule "B" of the Purchase Agreement) on a listing system or any other platform, including, without limitation, the Multiple Listing Service, at any time until after Closing, without the prior written consent of the Vendor, which consent may **not** be unreasonably withheld in the Vendor's sole and unfettered discretion."

Of the Schedule 'B' to the Addendum:



32. Please amend the Addendum to adhere to the above-noted amendments.

 As the recession period will end June 24th, 2021, your prompt attention to this matter would be greatly appreciated. If these matters cannot be resolved by the end of the recession period, we kindly request for an extension until all matters noted above are resolved. Kindly confirm the Vendor is agreeable to the same.

We look forward to hearing from you at your earliest convenience.

Yours truly,

LOOPSTRA NIXON LLP

Per:

Peter Saad
PES/vam