

EAU DU SOLEIL

Residential Unit No. 13 Level No. 24  
Suite No. 2413 Model Type A-007

AGREEMENT OF PURCHASE AND SALE

The undersigned, [redacted] (collectively, the "Purchaser"), hereby agrees with EMPIRE COMMUNITIES (2183 LAKESHORE BLVD.) LTD. (the "Vendor") to purchase the above-described unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with the Parking Unit(s) and/or Locker Unit(s) listed below and to be allocated by the Vendor in its discretion, all of which being proposed unit(s) in the Condominium, to be registered against those lands and premises situate in the City of Toronto, and which are currently municipally known as 2183 Lake Shore Blvd West, Toronto, Ontario (hereinafter called the "Property"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

1. The purchase price of the Unit, in lawful money of Canada, is calculated below:

Residential Unit	\$436,990.00
Parking Unit(s)	\$0.00
Locker Unit(s)	\$0.00
Purchase Price	\$436,990.00 (the "Purchase Price")

SKY  
667 Sq.ft.

and is payable as follows:

- to Herrix, Shariff LLP, in Trust, (the "Vendor's Solicitors" or "Escrow Agent" or "Trustee") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other satisfaction of this Agreement and to be credited on account of the Purchase Price on the Occupancy Date (as defined below):
    - the sum of FIVE THOUSAND (\$5,000.00) submitted with this Agreement;
    - the sum of SIXTEEN THOUSAND EIGHT HUNDRED FIFTY (\$16,850.00) (which, together with the deposit in paragraph i (a)(i) hereof equals 5% 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;
    - the sum of TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY (\$21,850.00) (being 5% 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;
    - the sum of TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY (\$21,850.00) (being 5% of the Purchase Price) submitted with this Agreement and post-dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser.
  - the sum of TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY (\$21,850.00) Dollars (being 5% of the Purchase Price) by certified cheque drawn on the trust account of the Purchaser's solicitor to the Vendor's Solicitors on the Occupancy Date;
  - the balance of the Purchase Price by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor on the Title Transfer Date to the Vendor or as the Vendor may direct, subject to the adjustments hereinafter set forth; and
  - the Purchaser agrees to pay the sum as hereinafter set out in sub-paragraphs (a)(i) through (vi) as a deposit by cheque, bank draft or wire transfer payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of TWC under the provisions of a Deposit Trust Agreement ("DTA") with respect to this proposed condominium on the express understanding and agreement that as soon as provided security for the said deposit money has been provided in accordance with Section 81 of the Condominium Act, 1998, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).
- 2.
- The Purchaser shall occupy the Unit on the First Tentative Occupancy Date (as defined in the Statement of Critical Dates being part of the Tarion Addendum as hereinafter defined), or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the "Occupancy Date");
  - The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "Title Transfer Date");
  - The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is the address set out in the Tarion Addendum or as otherwise set out in this Agreement and