

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1
AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

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

BAO LIANG CHENG (the "Purchaser")

Suite 2004 Tower 1 Unit 4 Level 19 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE:

PARAGRAPH 1. (a)

(iii) the sum of Nineteen Thousand Seven Hundred Forty Five (\$19,745.00) Dollars 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 Forty Five (\$19,745.00) Dollars submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;

INSERT:

PARAGRAPH 1. (a)

(iii) the sum of Nineteen Thousand Seven Hundred Forty Five (\$19,745.00) Dollars submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of Nineteen Thousand Seven Hundred Forty Five (\$19,745.00) Dollars submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser;

Dated at Mississauga, Ontario this 24th day of August 2011.

SIGNED, SEALED AND DELIVERED

In the Presence of:

[Signature]

Witness

[Signature]
Purchaser - BAO LIANG CHENG

Accepted at Toronto this 25 day of August 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

[Signature]
Authorized Signing Officer

I have the authority to bind the Corporation.

c/s

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Dated at Mississauga, Ontario this 24th day of August 2011.

SIGNED, SEALED AND DELIVERED

In the Presence of: [Signature]

Witness

[Signature]
Purchaser - BAO LIANG CHENG

Accepted at Toronto this 25 day of August 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: [Signature] c/s

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



THE RESIDENCES AT PARKSIDE VILLAGE - TOWER 1

ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE

"HST"

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

BAO LIANG CHENG (the "Purchaser")

Suite 2004 Tower 1 Unit 4 Level 19 (the "Unit")

The Vendor and Purchaser covenant and agree as follows:

1. All references in this Agreement to GST shall mean HST

2. Section 6 (g) and 6 (i) of this Agreement shall be deleted and replaced with the following:

6. (g) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax eligible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter referred to as the "HST"), and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to section 254 of the Excise Tax Act (Canada), as may be amended and the New Housing Rebate announced by the Ontario Ministry of Revenue (collectively, the "Rebate"), in its Information Notice dated June 2009 - No. 2 (the "Ontario Circular") and further warrants and confirms that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Unit Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his, her or their primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST Transitional Housing Rebate referred to in the Ontario Circular (the "Transitional Rebate") in connection with the Purchaser's acquisition of the Unit, save as otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Unit Transfer Date), all requisite documents and assurances that the Vendor may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (the "Rebate Forms"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his/her interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Unit Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitor may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Unit Transfer Date;

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BAO LIANG CHENG (the "Purchaser")

Suite 2004 Tower 1 Unit 4 Level 19 (the "Unit")

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Unit Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Unit Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his or her own after the Unit Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

(i) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Reduction"), then the Purchaser shall pay to the Vendor on the Unit Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

DATED at Mississauga, Ontario this 28th day of August 2011.

Witness: [Signature]

Purchaser: BAO LIANG CHENG

THE UNDERSIGNED hereby accepts this offer.

DATED at Toronto this 25 day of August 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]

Authorized Signing Officer
I have the authority to bind the Corporation

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Notwithstanding any provisions contained in this Agreement to the contrary, the total amount of the charges payable under Paragraph 6 (d) (vi) of this Agreement will not exceed One Thousand One Hundred (\$1,100.00) Dollars, plus applicable taxes.

All other terms and conditions of the Agreement shall remain as stated therein.

Dated at **Mississauga, Ontario** this 30th day of Aug. 2011.

SIGNED, SEALED AND DELIVERED

In the Presence of:

[Signature]

Witness

[Signature]

Purchaser - BAO LIANG CHENG

Accepted at Toronto this 31 day of August 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

[Signature]

Authorized Signing Officer

I have the authority to bind the Corporation.

c/s

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Notwithstanding any provisions contained in this Agreement to the contrary, the total amount of Levies payable under Paragraph 6 (d) (iv) of this Agreement will not exceed Two Thousand Five Hundred (\$2,500.00) Dollars, plus applicable taxes.

All other terms and conditions of the Agreement shall remain as stated therein.

Dated at Mississauga, Ontario this 30th day of Aug 2011.

SIGNED, SEALED AND DELIVERED

In the Presence of:

W. Jones
Witness

Bao Liang Cheng
Purchaser - BAO LIANG CHENG

Accepted at Toronto this 31 day of August 2011.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

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Notwithstanding any provisions contained in this Agreement to the contrary, the total amount of Levies payable under Paragraph 6 (d) (iii) of this Agreement will not exceed Four Thousand (\$4,000.00) Dollars, plus applicable taxes.

All other terms and conditions of the Agreement shall remain as stated therein.

Dated at **Mississauga, Ontario** this 30th day of Aug 2011.

SIGNED, SEALED AND DELIVERED
In the Presence of:

[Signature]
Witness

[Signature]
Purchaser - BAO LIANG CHENG

Accepted at Toronto this 31 day of August 2011.
AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

THE RESIDENCES AT PARKSIDE VILLAGE - TOWER - 1

4065 Brickstone Mews, Mississauga, ON Suite # 2004 Unit # 4 Level 19 Floorplan 4

Purchaser: AMACON AVAILABLE

Entered By: Chantal Andrade

Locked On: 12-Aug-11

Kitchen

- ☐ A ☒ B ☐ C
☐ Undermount Kitchen Sink ☐ 1 1/4" Granite ☐ Valence Lighting

Appliances

- ☐ White ☐ Black ☒ Stainless ☐ Front Load Washer/Dryer

Main Bathroom

- ☐ D ☐ E ☒ F ☒ G ☐ H ☐ I ☐ N/A
☐ 1" Stone Top ☐ Medicine Cabinet ☐ Jetted Tub ☐ Shower Stall
☐ Undermount Bathroom Vanity Sink ☐ Rain Head 8"

Master Ensuite

- ☐ D ☐ E ☐ F ☒ G ☐ H ☐ I ☐ N/A
☐ 1" Stone Top ☒ Medicine Cabinet ☐ Jetted Tub ☐ Shower Stall
☐ Undermount Bathroom Vanity Sink ☐ Rain Head 8"

Hardwood

- ☐ J ☒ K ☐ L ☐ M ☐ N/A
☒ Living Room/ Dining Room ☐ Den ☐ Workspace ☐ 3rd Bedroom
☐ Entry ☐ Kitchen ☒ Master Bedroom ☒ 2nd Bedroom
Upgrade Hardwood ☐ P ☐ Q ☐ R ☐ S ☐ T ☐ U ☐ V ☐ W ☐ N/A

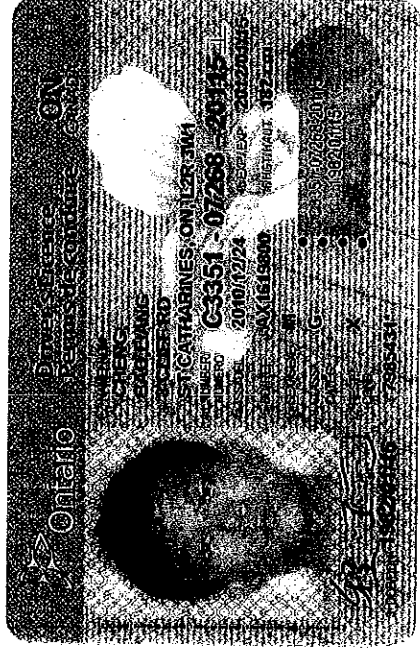
Carpet

- ☐ M ☐ N ☒ O ☒ P ☐ Q ☐ R ☐ S ☐ T ☐ U ☐ V ☐ W ☐ N/A

Comments

Miscellaneous

- Mirrored Closet Entry
Blinds: ☐ Manual Shades ☐ Motorized Shades ☒ N/A
☐ Multimedia Entertainment Package ☐ Central Vac System ☐ Furniture Package



BAOLIANG CHENG



094

Harris Sheaffer LLP, In Trust

DATE

24/08/2011

PAY TO THE
ORDER OF

Seven thousand dollars

\$ 2000.00

CIBC

CANADIAN IMPERIAL BANK OF COMMERCE
RIDEAU HEIGHTS
100 4th AVENUE - UNIT 11
ST. CATHARINES, ONTARIO L2S 3P3

100 DOLLARS



Security features
Details on back

MEMO

Deposit two thousand

Banking clay clay

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