

PSV2

Suite 1910
Unit 10 Level 18
Floor Plan DECO

AGREEMENT OF PURCHASE AND SALE

and conditions: 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 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 PSV2 in Mississauga, Ontario, Canada (the "Building") together with an The undersigned, SIQIAN DU (collectively, the "Purchaser"), hereby agrees with Amacon Development (City Centre)

- (\$286,900.00)) DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows: The purchase price of the Unit (the "Purchase Price") is Two Hundred Eighty-Six Thousand Nine Hundred
- (a) to Blaney McMurtry 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:
- the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
- the sum of Twelve Thousand Three Hundred Forty-Five (\$12,345.00) 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 Fourteen Thousand Three Hundred Forty-Five (\$14,345.00) 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 Fourteen Thousand Three Hundred Forty-Five (\$14,345.00) 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
- 3 the sum of Twenty-Eight Thousand Six Hundred Ninety (28,690.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) 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.

N

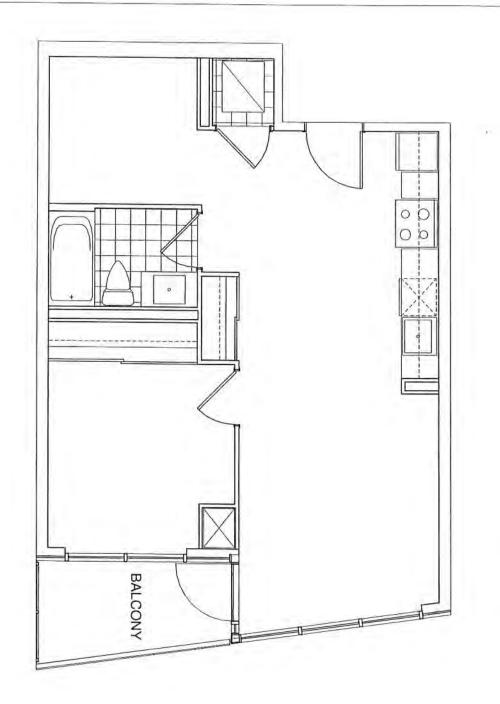
- (a) The Purchaser shall occupy the Unit on **December 01, 2015** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("TARION Statement") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance 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 the date of such notice and no later than one hundred and twenty (120) that the theory is the state of the Unit, the County of the Unit 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" (reasures and remove), "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

SCHEDULE "A" TOWER 2

TO AGREEMENT OF PURCHASE AND SALE

Unit 10, Level 18, **Suite 1910**



E. & O.E.













Property

PSV Tower TWO

wer TWO Suite: 1910

Municipal Address: (If Applicable)

Statement Of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below.

Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your condominium unit. NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all

AMACON DEVELOPMENT (CITY CENTRE) CORP

PURCHASER SIQIAN DU

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the condominium home will be completed and ready to move in, is:

the 1st day of December, 2015

proper written notice as set out in section 3. The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 3 of the Addendum by giving

By no later than 30 days after completion of the roof slab or of the roof trusses and sheathing, as the case may be, with 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 3 below. If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy

entitled to delayed occupancy compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date. If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 3rd day of December, 2018.*

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay occupancy one or more times in accordance with section 3 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: (i.e., **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

the 2nd day of September, 2015.

3. Purchaser's Termination Period

the transaction during a period of **30 days** thereafter (the "Purchaser's Termination Period"), which period could end as late as: If the condominium home is not complete by the Outside Occupancy Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate

the 2nd day of January, 2019.*

If the Purchaser terminates the transaction during the Purchaser's Termination Period then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 9, 11 and 12 of the Addendum).

Note: Anytime a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulascontained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 7 of the Addendum

Acknowledged this 19th day of June, 2012

VENDOR:

PURCHASER:

DEPOSIT

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

SIQIAN DU (the "Purchaser")

Suite 1910 Tower TWO Unit 10 Level 18 (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:

- (iii) the sum of Fourteen Thousand Three Hundred Forty-Five (\$14,345.00) 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 Fourteen Thousand Three Hundred Forty-Five (\$14,345.00) 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
- 3 the sum of Twenty-Eight Thousand Six Hundred Ninety (28,690.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

- (iii) the sum of Fourteen Thousand Three Hundred Forty-Five (\$14,345.00) 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 one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of Fourteen Thousand Three Hundred Forty-Five (\$14,345.00) 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 three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser; and
- 3 the sum of Fourteen Thousand Three Hundred Forty-Five (14,345.00) 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);

| | Accepted at MMMMMUGAO | SIGNED, SEALED AND DELIVERED In the Presence of: Witness |
|--|-----------------------|--|
| AMACON DEVELOPMENT (CITY CENTRE) CORP. | this 19 day of TUNC | Purchaser - SIQIAN DU |
| | 2012. | |

Authorized Signing Officer
I have the authority to bind the Corporation

DECORATING ALLOWANCE INCENTIVE

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

SIQIAN DU (the "Purchaser")

Suite 1910 Tower TWO Unit 10 Level 18 (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:

of Adjustments for Closing (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 **Five Thousand Dollars (\$5,000.00)** on the Statement

- (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.

DATED at Mississauga, Ontario this IN WITNESS WHEREOF the parties have executed this Agreement day of

Witness:

Purchaser: SIQIAN DU

THE UNDERSIGNED hereby accepts this offer.

this AMACON DEVELOPMENT day of (CITY CENTRE) CORP

2012.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

SUITE FINISHING CHANGE ORDER

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

SIQIAN DU (the "Purchaser")

Suite 1910 Tower TWO Unit 10 Level 18 (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

- The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), as requested
 by the Purchaser and set out in below (the "Change Order") subject to the following terms and conditions:
- w acceptance hereof fifteen (15) days of the date hereof; 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 in writing the cost of the Change Order within
- 0 The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days! Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
- 0 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 inclin the Change Order; and included
- The change(s) requested by the Purchaser are/is as follows:
- cost. The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting Range, Dishwasher and Microwave Hood Fan Combination as per Vendor's samples at at no of Fridge additional
- ġ. The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional COST
- 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.

w

- 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. the Vendor shall
- 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 such event, 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 supplies 5

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

IN WITNESS WHEREOF the parties have executed this Agreement

| DATED at Mississauga, Ontario this | Purchaser: SIQIAN DU |
|---|--|
| THE UNDERSIGNED hereby accepts this offer | \ |
| DATED at MILANARIUSA | this 19 day of Time 2012. |
| | AMACON DEVELOPMENT (CITY CENTRE) CORP. |
| | Authorized Signing Officer |

I have the authority to bind the Corporation

PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

SIQIAN DU (the "Purchaser")

Suite 1910 Tower TWO Unit 10 Level 18 (the "Unit"

same and time shall continue to be of the essence: "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the above-mentioned Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the

Delete: FROM THE AGREEMENT OF PURCHASE AND SALE

title to any other third parties. 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 termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

termination by reason of the Purchaser's default, shall apply. title to any other third parties. 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 Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign The Purchaser shall be entitled to direct that title to the Unit be and agrees

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

- Ξ obtains the written consent of the Vendor, which consent may not be unreasonably withheld
- \equiv agreements and obligations under the Agreement; acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants,
- \equiv covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- 3 obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form;
- 3 request for consent to such assignment Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's pays the sum Zero (\$0.00) Dollars plus applicable HST by way of certified funds as an administration fee to the



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- (V) shall be added to the Purchase Price and credited to the Vendor on closing; If, as a result of any such assignment, the Purchaser or assignment purchaser is no longer eligible or becomes ineligible for the New Housing Rebate described in paragraph 6 (f) of the Agreement, the amount of such Rebate
- (VII) twenty-five percent (25%) of the Purchase Price. that the Vendor's consent is provided for such assignment, the Deposit having been paid does not then represent the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for

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

| Witness: | De la | DATED at Mississauga, Ontario this | |
|----------------------|---|------------------------------------|---|
| Purchaser: SIQIAN DU | | day of June | C |

DATED at this AMACON DEVELOPMENT (CITY CENTRE) CORP. day of

Authorized Signing Officer I have the authority to bind the Corporation

PER:

masql_312.rpt 08JUN12

CAPPING

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

SIQIAN DU (the "Purchaser")

Suite 1910 Tower TWO Unit 10 Level 18 (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:

- ω 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, to a maximum of \$4,000.00;
- 0 Project, the Property or a portion thereof and attributable to any part 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, to a maximum of \$2,500.00; and The amount of any community service or public art levy charge or contribution(s) assessed against the Unit or the
- 5 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 maximum of \$1,100.00.

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

| | T | | DATED at MUSICA this_ | | Witness: | DATED at Mississauga, Ontario this/_ day of | , 9 | IN WITNESS WHEREOF the parties have executed this Agreement |
|--|------|--|--|--|-----------------------------|---|-----|---|
| Authorized Signing Officer- I have the authority to bind the Corporation | PER: | AMACON DEVELOPMENT (CITY CENTRE) CORP. | this $\frac{2S}{2012}$ day of $\frac{1}{2012}$. | | Purchaser: SIQIAN DU | 2012. | 72 | ent |

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

SIQIAN DU (the "Purchaser")

Suite 1910 Tower TWO Unit 10 Level 18 (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.

The undersigned, SIQIAN DU (collectively, the "Purchaser")

DOB: December 20, 1973
Driver's License No.: D9001-71707-31220
Telephone No.: 647-836-5878
E-mail Address: susanwanghouse@gmail.com
Home Address: 3240 Dovetail Mews, Mississauga, ON. L5L 5G8

The under undersigned, JIECHUN KONG (collectively, the "Purchaser").

DOB: January 18, 1984
Driver's License No.: K6401-40108-45118
Telephone No.: 647-219-4697 and 647-727-1114
E-mail Address: jiechunkong118@hotmail.com
Home Address: 6244 Maple Gate Cir. Mississauga, ON. L5N 7A8
S.I.N.:

Dated at Mississauga, Ontario this _day of inne 2012.

SIGNED, SEALED AND DELIVERED In the Presence of:

Witness

Witness

Purchaser - SIQIAN DU

JIECHUN KONG

Accepted at

this day of

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AMACON DEVELOPMENT (CITY CENTRE) CORP

Authorized Signing Officer
I have the authority to bind the Corporation