

Check List for Leasing

Tower: PSV2 Unit: 1910 Date Requested: February 13/17

Purchasers Name: Jiechun Kong

Items Required for Leasing a Unit		Completed	Date
✓ 1	Executed copy of the Leasing Amendment giving Consent *the % of deposit & Leasing fee must be confirmed (% _____ Leasing fee \$ <u>1500</u>)	Feb. 13/17	jm
✓ 2	Copy of Leasing Agreement	Feb. 13/17	jm
✓ 3	Certified Cheque for Balance of Deposit bring total deposit to required amount as per the Leasing Amendment on Occupancy payable to "Blaney McMurtry LLP in Trust" Amount require (\$ <u>14,345</u>)	Feb. 13/17	jm
✓ 4	Certified Check for the Leasing Fee (+ HST) made payable to "Amacon Development (City Centre) Corp" Amount require (\$ <u>1,695</u>) (<u>\$1500 + HST</u>)	Feb. 13/17	jm
✓ 5	Copy of ID – Tenant	Feb. 13/17	jm
✓ 6	Copy of Bank's Mortgage Commitment for Original Purchaser (Landlord)	Feb. 13/17	jm
✓ 7	Copy of Proof of 1st and Last Rental Deposits	Feb. 13/17	jm
✓ 8	Credit Check Report / Financial Record of Tenant	Feb. 13/17	jm

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 19 day of Feb 2012 



Witness:



Purchaser: **JIECHUN KONG**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 9 day of February 2012 

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:


 Authorized Signing Officer
 I have the authority to bind the Corporation