

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 3rd day of January

AMONG:

SEE LO CHEUNG

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

This is the exhibit marked 1 referred to in the
 declaration of CHAU SIU HA
 declared before me on -2 FEB 2017

SIU NACHAN

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

MO Kwai-yan
 Commissioner for Oaths
 Central & Western District Office

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

OF THE THIRD PART.

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 21st day of August 2012 and accepted the 31st day of August 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the "Agreement"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 04, Level 37, Suite 3804, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV2, Mississauga, Ontario (the "Property");
- (B) The Assignor has agreed to assign the Agreement and all deposits tendered by the Purchaser thereunder as well as any monies paid for extras or upgrades, monies paid as credits to the Vendor (or its solicitors) in connection with the purchase of the Property to the Assignee and any interest applicable thereto (the "Existing Deposits"), and the Assignee has agreed to assume all of the obligations of the Assignor under the Agreement and to complete the transaction contemplated by the Agreement in accordance with the terms thereof; and
- (C) The Vendor has agreed to consent to the assignment of the Agreement by the Assignor to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the Assignee to the Assignor and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;
2. The Assignor acknowledges that any amounts paid by the Assignor for Existing Deposits will not be returned to the Assignor in the event of any default or termination of the Agreement and the Assignor expressly acknowledges, agrees and directs that such amounts shall be held by the Vendor as a credit toward the Purchase Price of the Unit;
3. The Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder. The Assignee acknowledges that in the event the Vendor does not receive the full benefit of the HST Rebate, (as defined in the Agreement) for any reason whatsoever, the Assignee shall be required to pay the amount of the HST Rebate to the Vendor on Closing in addition to the Purchase Price, as more particularly set out in the Agreement;
4. Subject to the terms of the Assignment Amendment, the Assignee covenants and agrees with the Assignor and the Vendor not to list or advertise for sale or lease and/or sell or lease the Unit and is strictly prohibited from further assigning the Assignee's interest under the Agreement or this Assignment to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld;
5. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and the Assignor shall have no claim whatsoever against the Vendor with respect to same;
6. The Assignor hereby represents to the Assignee and the Vendor that he/she has full right, power and authority to assign the Agreement to the Assignee.

7. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor.
8. The Vendor hereby consents to the assignment of the Agreement by the Assignor to the Assignee. This consent shall apply to the within assignment only, is personal to the Assignor, and the consent of the Vendor shall be required for any other or subsequent assignment in accordance with the provisions of this Agreement.
9. The Assignee hereby covenants, acknowledges and confirms that he/she has received a fully executed copy of the Agreement and the Disclosure Statement with all accompanying documentation and material, including any amendments thereto.
10. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Blaney McMurtry, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Five Hundred Dollars (\$500.00) plus HST.
11. The Assignor and Assignee agree to provide and/or execute such further and other documentation as may be required by the Vendor in connection with this assignment, including, but not limited to, satisfaction of Vendor's requirements to evidence the Assignee's financial ability to complete the transaction contemplated by the Agreement, Assignee's full contact information and Assignee's solicitor's contact information.
12. Details of the identity of the Assignee and the solicitors for the Assignee are set forth in Schedule "A" and in the Vendor's form of Information sheet. Notice to the Assignee or to the Assignee's solicitor, shall be deemed to also be notice to the Assignor and the Assignor's solicitors.
13. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
14. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns, as the case may be. If more than one Assignee is named in this Assignment Agreement, the obligations of the Assignee shall be joint and several.
15. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement.

DATED this 31st day of January 2017

Mukun
Witness

SEE LO CHEUNG
(Assignor)

Witness

SIU NA CHAN (Assignee)

This is the exhibit marked 2 referred to in the
declaration of CHAU SIU NA
declared before me on -2 FEB 2017

MO Kwai-yan
Commissioner for Oaths
Central & Western District Office

AMACON DEVELOPMENT (CITY CENTRE)
INC.

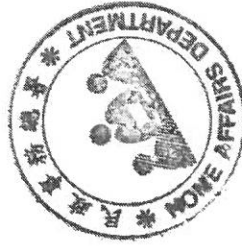
For:
Name: STEPHANIE BABINEAU
Title: DIRECTOR, SALES AND
MARKETING

I have authority to bind the Corporation

DECLARATION

I, CHAN SIU WA
holder of H.K. Identity Card No: P169110 (C8)
of FLAT F 26/E TOWER 5 GRAND WATERFRONT NO. 38 SAN MATAU ST
solemnly and sincerely declare that: TOKWA WAN KL HK.

The documents marked 1 to 5 attached to this declaration are
true and correct.



And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Ordinance.

Declared at **Central & Western District Office**

in the Hong Kong Special Administrative Region

this day of **- 2 FEB 2017**

through the interpretation of

of
the said interpreter having been also first declared that he/she* had truly,
distinctly and audibly interpreted the contents of this document to the
declarant, and that he/she* would truly and faithfully interpret the
declaration about to be administered to him/her*.

Before me,

MO Kwai-yan

Commissioner for Oaths


(signature of declarant)

I, _____, of _____,
solemnly and sincerely declare that I well understand the English and Chinese
languages and that I have truly, distinctly and audibly interpreted the contents of this document to the declarant
, and that I will truly and faithfully interpret the declaration about to be administered to him/her*.

Declared at

in the Hong Kong Special Administrative Region

this day of _____

Before me,

Commissioner for Oaths

(signature of interpreter)

Schedule “A”

Details of Assignee

ASSIGNEE (1)

NAME: Siu Na Chan

DATE OF BIRTH: 11/25/1962

ADDRESS: 131 Upper Duke Crescent, Markham, ON, L6G 0C9, unit 209

PHONE: 416-726-2398

EMAIL: annachan2882@gmail.com

OCCUPATION: Manager

EMPLOYER: Fullytech Shipper Logistics

ASSIGNEE (2)

NAME:

DATE OF BIRTH:

ADDRESS:

PHONE:

EMAIL:

OCCUPATION:

EMPLOYER:

SOLICITOR

NAME: Shirley Kit Tung Lo

LAW FIRM: KT Shirley Lo Professional Corporation

ADDRESS: PH10-330 Highway 7 East

Richmond Hill, ON, L4B 3P8

PSV2 3804 - Assignee



PSV2 3804 - Assignee

香港永久居民身份證
HONG KONG PERMANENT IDENTITY CARD

陳小娜
CHAN, Siu Na

7115 1420 1226

出生日期 Date of Birth
25-11-1962 女 F

***AXN

簽發日期 Date of Issue
(05-92)

19-08-10 P169110(8)

A Hong Kong Permanent Identity Card for Chan Siu Na. The card is light blue with a white border. It features the Hong Kong coat of arms on the left, a portrait of the cardholder on the right, and a grid of numbers in the center. The text is in both Chinese and English.

Block 7 - PSV 2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

SEE LO CHEUNG (the "Purchaser")

Suite 3804 Tower TWO Unit 4 Level 37 (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.

In Reference to Deposit Amendment signed by the Purchaser on August 21, 2012 and executed by the Vendor on August 31, 2012

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

(v) the sum of **Eighteen Thousand Eight Hundred Forty Five (\$18,845.00)** 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)

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

(v) the sum of **Thirty Seven Thousand Six Hundred Ninety (\$37,690.00)** 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)

Dated at **Mississauga, Ontario** this 31 day of January 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness


Purchaser - SEE LO CHEUNG

Accepted at Mississauga this 31 day of January 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

SEE LO CHEUNG (the "Purchaser")

Suite **3804** Tower **TWO** Unit **4** Level **37** (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:

DELETE:

- (iii) the sum of **Eighteen Thousand Eight Hundred Forty-Five (\$18,845.00)** 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 **Eighteen Thousand Eight Hundred Forty-Five (\$18,845.00)** 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
- (v) the sum of **Thirty-Seven Thousand Six Hundred Ninety (37,690.00)** 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 **Eighteen Thousand Eight Hundred Forty-Five (\$18,845.00)** 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 twenty (120) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of **Eighteen Thousand Eight Hundred Forty-Five (\$18,845.00)** 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 two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Eighteen Thousand Eight Hundred Forty-Five (18,845.00)** 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);

Dated at **Mississauga, Ontario** this 21 day of Aug 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:

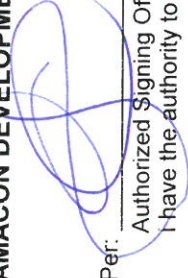


Witness


Purchaser - SEE LO CHEUNG

Accepted at Mississauga this 31 day of August 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

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