Worksheet

Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Suite: 1205 **Tower:** PSV ONE **Date:** Feb 22/17 **Completed by:** Ivan Cesic

Please mark if completed:

- ✓ Copy of Assignment Amendment
- ✓ Assignment Agreement Signed by both Assignor and Assignee
- ✓ Certified Deposit Cheque for Top up Deposit to 25% payable to Blaney McMurtry LLP in Trust
- N/A Certified Deposit Cheque for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto).
- ✓ Agreement must be in good standing. Funds in Trust: $ $49,035.00 (15%)
- ✓ Assignors Solicitors information
- ✓ Assignees Solicitors Information
- ✓ Verify if PDI has been completed. If not, Please identify who will be performing the PDI. If the Assignee is performing the PDI a Designate form must be signed by the Assignor to appoint the assignee to complete the PDI. This form must be submitted to customercareto@amacon.com
- ✓ Include Fintrac for Assignee
- ✓ Copy of Assignees ID
- ✓ Copy of Assignees Mortgage Approval

The Assignee can close at occupancy closing as long as all of the Above items have been completed and submitted

Note:

Once all of the above is completed, email the full package immediately to Stephanie for execution of the Assignment agreement. Stephanie will execute and the Amacon admin team will forward immediately to Blaney via email. The Parkside Admin team must courier the full hardcopy package to Blaney McMurtry's office. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

VIOLET ABDEL-MALAK (the "**Purchaser**")
Suite **1205** Tower **ONE** Unit **5** Level **12** (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 on March 05, 2012 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: FROM THE AGREEMENT OF PURCHASE AND SALE
22. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Closing Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be 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 title to any other third parties.

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

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

(i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;

(ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants, agreements and obligations under the Agreement;

(iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;

(iv) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form;

(v) pays the sum Zero ($0.00) Dollars plus applicable HST by way of certified funds as an administration fee to the Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's request for consent to such assignment.

V.A.

(vi) 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 shall be added to the Purchase Price and credited to the Vendor on closing;

(vii) the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the Deposit having been paid does not then represent twenty-five percent (25%) of the Purchase Price.

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 5th day of March **2012.**

Witness: _______________ Purchaser: **VIOLET ABDEL-MALAK**

DATED at Mississauga this 7 day of March **2012.**

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _______________
Authorized Signing Officer
I have the authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 1st day of March 2017

A M O N G:

VIOLET ABDEL-MALAK

(hereinafter called the "**Assignor**")

OF THE FIRST PART;

- and -

RYAN CHARLES NEWELL

(hereinafter called the "**Assignee**")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "**Vendor**")

OF THE THIRD PART.

WHEREAS:

(A) By Agreement of Purchase and Sale dated the 5th day of March 2012 and accepted the 7th day of March 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 05, Level 12, Suite 1205, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV, 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.

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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 Zero Dollars ($0.00) 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 1st day of March 2017.

Witness

VIOLET ABDEL-MALAK (Assignor)

Witness

RYAN CHARLES NEWELL (Assignee)

AMACON DEVELOPMENT (CITY CENTRE) INC.

Per:
Name: **STEPHANIE BABINEAU**
Title: **DIRECTOR, SALES AND MARKETING**

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE (1)
NAME: RYAN CHARLES NEWELL
DATE OF BIRTH: 06/15/1987
ADDRESS: 1972 SANDOWN RD
MISSISSAUGA, ON L5M 2Z5
PHONE: 416-540-7312
EMAIL: ryancharlesnewell@gmail.com
OCCUPATION: Youth Services Officer
EMPLOYER: Government of Ontario

ASSIGNEE (2)
NAME:
DATE OF BIRTH:
ADDRESS:
PHONE:
EMAIL:
OCCUPATION:
EMPLOYER:

SOLICITOR
NAME: JERRY KORMAN
LAW FIRM: KORMANS LLP
ADDRESS: 46 VILLAGE CENTRE PLACE
MISSISSAUGA, ON L4Z 1V9
PHONE: 905-270-6660
FAX: 905-270-2665

V.A

THIS INSTRUMENT CONTAINS SECURITY FEATURES
CET INSTRUMENT COMPORTE DES ÉLÉMENTS DE SÉCURITÉ

2404575
129 BIL-2014/10

CIBC

RUDY ABDEL-MALAK

BANK DRAFT / TRAITE DE BANQUE

07052 - ORANGEVILLE
ON

2795 6374 6 27-43345

2017-03-01

DATE Y/A M/M D/J

NAME OF REMITTER / DONNEUR D'ORDRE TRANSIT NO. / Nº D'IDENTIFICATION BRANCH / CENTRE BANCAIRE

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE BLANEY MCMURTRY LLP IN**********************************

$********16,345.00

THE SUM OF / LA SOMME DE ***************SIXTEEN THOUSAND THREE HUNDRED FORTY FIVE

CANADIAN DOLLARS / DOLLARS CANADIENS CAD

FOR CANADIAN IMPERIAL BANK OF COMMERCE
POUR LA BANQUE CANADIENNE IMPÉRIALE DE COMMERCE

AUTH. NO. / AUTOR. Nº D1988

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

COUNTERSIGNED / CONTRESIGNÉ

TO: / TIRÉ: CANADIAN IMPERIAL BANK OF COMMERCE
TORONTO
CANADA

PSV 1205 (5% Assignment Top-Up)

⑈2795637461⑈ ⑆09502⑉010⑆ 07052⑉2743345⑈

PSV 1205 Assignee

Ontario

Driver's Licence
Permis de conduire

ON
CANADA

1,2 NAME/ NOM
NEWELL,
RYAN,CHARLES
8 1972 SANDOWN RD
MISSISSAUGA, ON, L5M 2Z5

4d NUMBER/ NUMÉRO N2955 - 68228 - 70615

4a ISS/ DEL 2012/05/02 4b EXP/ EXP 2017/06/15

5 DD/REF CH2044579 16 HGT/HAUT. 180 cm

15 SEX/SEXE M

9 CLASS/ CATEG. G

12 REST/ COND.

3 DOB/DDN 1987/06/15 *3187946*

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act.*

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: 1305 Phase/Tower. ONE Plan No.: EIGHT.

Street: ______________

Date of Offer: March 5, 2012.

Sales Representative: Inzition Realty.

Verification of Individual

1. Full Legal Name of Individual: Ryan Charles Newell
2. Address: 1972 Sandown RD Mississauga, ON L5M 2Z5
3. Date of Birth: 1987 / 06 / 15
4. Principal Business or Occupation: YOUTH SERVICES OFFICER
5. Identification Document (must see original): DRIVERS LICENCE.
6. Document Identification Number: N2955-68228-76615
7. Issuing Jurisdiction: ONTARIO
8. Document Expiry Date (must not be expired): 2017 / 06 / 15

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing , permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (if applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: ______________
2. Address: ______________
3. Date of Birth: ______________
4. Principal Business or Occupation: ______________
5. Incorporation number and place of issue (corporations/other entities only) ______________
6. Relationship between third party and client: ______________

PSV 1205 Assignee's Mortgage Approval

RBC Royal Bank

February 13, 2017

Royal Bank of Canada
MISS ON-EGLINTON & CREDITVIEW
1240 EGLINTON AVE W-UNIT B4
MISSISSAUGA, ON L5V 1N3
Tel: 1-800-769-2511
Fax: 1-905-567-7422

RYAN NEWELL
1872 SANDOWN RD
MISSISSAUGA, ON L5M 2Z5

Dear RYAN NEWELL,

Thank you for choosing RBC Royal Bank

Re: Residential mortgage application number .

We are pleased to confirm that you are pre-approved for a mortgage with RBC Royal Bank® based on the information you have provided and subject to our standard lending criteria.[1] Please review all of the details below and contact us if you have any questions or if any of the information is incorrect.

You are pre-approved for a mortgage loan of: $ 274,400.00

Application Details:

Purchase price / property value of:	$ 392,000.00
With a down payment of:	$ 117,600.00
Estimated annual property taxes of:	$ 3,000.00
Amortization:	30.00 years.
Interest rate:	2.8900000 % per year — calculated semi-annually, not in advance.
Term:	60 months
Type:	Fixed Closed
Principal and Interest Payment:	$ 1,138.14 Monthly
HomeProtector® Premium*:	$ 0.00[3]
Total Payment:	$ 1,138.14
Rate commitment expiry date:	June 13, 2017
One-time Processing Fee:	$ 250.00, if applicable

Your interest rate is guaranteed until June 13, 2017 and is also subject to our standard lending criteria.[1] If your rate commitment expires please contact me to review and update your pre-approval.

We will require a property valuation supporting the market value in accordance with our standard lending criteria.[1] Additional documentation may be required based on your individual situation at the time of a full application. We recommend if you are purchasing a property that you do not waive your financing conditions until we provide you with a final approval. RBC® has alternative financing options to discuss with you if you cannot satisfy all of the requirements.

It is important that you consider protecting your mortgage with life and disability or critical illness insurance. This coverage will help to protect what's important to you and your family.

Thank you for the opportunity to assist you in finding the best possible financing solution for your home. If you have any questions, please do not hesitate to call me at 1-416-708-2562. I will be happy to help.

Sincerely,

MATTHEW O NEIL
Mortgage Specialist
Cell: 1-416-708-2562.
E-mail: matthew.oneil@rbc.com

[1] Your mortgage application and rate guarantee will be subject to our standard lending criteria as well as the criteria of a mortgage default insurer if applicable. We reserve the right to revoke your mortgage pre-approval if the information you provided at the time of application has changed or no longer meets our standard lending criteria.

[3] This creditor's group insurance program, underwritten by The Canada Life Assurance Company, is subject to terms, conditions, exclusions and eligibility restrictions. The costs set out in this letter are estimates only, you will receive confirmation of the actual cost of insurance at the time you apply for coverage. Approval for coverage is not guaranteed. Please see the HomeProtector Certificate of Insurance for full details on the terms and conditions of coverage, including eligibility requirements and how costs are calculated.