

Worksheet
Standard Assignment
Post Occupancy

Suite: 618 Tower: BSV Date: 4/27/17 Completed by: Stephan

Please mark if completed:

- ☒ Copy of Assignment Amendment
- ☒ Assignment Agreement Signed by both Assignor and Assignee
- ☒ Certified Deposit Cheque for Top up Deposit to 20% payable to Blaney McMurtry LLP in Trust
- ☐ 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). \$2,500 + HST
- ☒ Agreement must be in good standing. Funds in Trust: \$ _____.
- ☒ 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 customer-careto@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:

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 27 day of Apr. 2016-2017

AMONG:

Mashal Hassan Momen
Fahima Charif Kar
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Anthony Gary Davy and Arsetta Alicia Rankine-Davy
(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 17 day of Apr. 1, 2012 and accepted the 17 day of Apr. 1, 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 18, Level 6, Suite 618, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSU, 4011 Brimstone Mews, 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:

- 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;
- 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.
- Subject to paragraph 4 below, 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 shall be required to pay the full amount of the applicable HST to the Vendor on final closing notwithstanding that the Assignee may qualify for HST Rebate (or equivalent). The HST applicable shall be calculated based on the original purchase price and the consideration for the Transfer/Deed to the Assignee shall reflect the original purchase price as set out in the Agreement. The Assignor and/or Assignee are personally responsible for collection and remittance of any HST applicable to any increase in or additional consideration negotiated as between Assignor and Assignee for the purchase of the Property. The Assignor and Assignee expressly acknowledge that the HST Rebate credit contemplated by the Agreement will not be available to the assigning parties and the Assignee will be obliged to seek any HST Rebate available directly on his or her own after final closing. The Vendor shall have no obligation whatsoever either before or after closing to assist or cooperate with the Assignor or Assignee in the collection or remittance of HST on the assignment transaction as between Assignor and Assignee or with any application for HST Rebate or equivalent.
- 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

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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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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)~~ Two Thousand Five Hundred Dollars (\$2,500) plus HST.
12. 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.
13. 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.
14. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
15. 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.
16. 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 27 day of April 2017

Witness

Witness

Witness

Witness

(Assignor) Fahima Chaudhary

Mashal Momen
Mashal Hassan Momen (Assignor)

(Assignee) Anthony Gary Davy

A-Rankine
(Assignee) Aretha Alicia Rankine-Davy

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: [Signature]
Name: _____
Title: Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: GARY ANTHONY DAVY
DATE OF BIRTH: 1974/12/14 313-435-125
YYYYMMDD SIN #
ADDRESS: 1605-44 VALLEY WOODS RD
NORTH YORK, ON M3A 2R6
PHONE: Tel: _____
Cell: 647-677-2787
Facsimile: _____
E-mail: _____

ASSIGNEE

NAME: GARY ANTHONY DAVY @gmail.com
ALICIA ARETHA RANKINE - DAVY
DATE OF BIRTH: 1983/11/01 313-435-182
YYYYMMDD SIN #
ADDRESS: 1605-44 VALLEY WOODS RD
NORTH YORK, ON M3A 2R6
PHONE: Tel: _____
Cell: 647-574-1170
Facsimile: _____
E-mail: ALICIA 332 @ YAHOO.COM

ASSIGNEE'S
SOLICITOR:

NAME: MICHELE BAKSH PROFESSIONAL CORPORATION
ADDRESS: 5109 STEELES AVE WEST SUITE 310
TORONTO, ON M9L 2Y8
PHONE: Bus: 647-347-9277
Facsimile: 647-347-9220
E-mail: LAW@MBAKSH.COM

Assignor
Solicitor

Baidwan + Baidwan Lawyers
~~Baidwan + Baidwan Lawyers~~

7700 Hurontario St. Brampton ON,
L6Y 4M3

B: (905) 230-8888

F: (905) 230-8881

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

FAHIMA GHARIBYAR (the "Purchaser")

Suite **618** Tower **ONE** Unit **18** Level **6** (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 April 17, 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 Two Thousand Five Hundred (\$2,500.00) 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.

F.G. 

- (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 17 day of April 2012.

MJ.
Witness:

[Signature]
Purchaser: FAHIMA GHARIBYAR

DATED at MISSISSAUGA this 17 day of April 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]
Authorized Signing Officer
I have the authority to bind the Corporation



Royal Bank of Canada
Banque Royale du Canada
33 CITY CENTRE DR
MISSISSAUGA, ON

58684474 8-516

DATE 20170427
Y/A M/M D/J

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE AMACON CITY CENTRE SEVEN NEW DEVELOPEMENT PARTNERSHIP \$2,825.00
EXACTLY \$2,825.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS CANADIAN DOLLARS CANADIENS

RE/OBJET _____

| | | |
|-------------------|-----------------------|--|
| PURCHASER NAME | NOM DE L'ACHÉTEUR | AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE |
| PURCHASER ADDRESS | ADRESSE DE L'ACHÉTEUR | <i>Anisa S...</i> |
| | | COUNTERSIGNED / CONTRESIGNÉ |

⑈58684474⑈ ⑆03132⑈003⑆ 099⑈013⑈5⑈

PSV# 618

[Signature]
4/27/17

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 #: 618 Phase/Tower: **TWO** Plan No.:

Street: 4011 Brckstone Mews

Date of Offer: 4/27/2017

Sales Representative: in2ition

Verification of Individual

1. Full Legal Name of Individual: Anthony Gary Davy
2. Address: 1605-44 Valley woods Rd. North York ON
M3A 2B6
3. Date of Birth: 1974/12/14
4. Principal Business or Occupation: Sanitation Supervisor (Weston Foods)
5. Identification Document (must see original): Drivers licence
6. Document Identification Number: D0 926 - 27417 - 41214
7. Issuing Jurisdiction: ON
8. Document Expiry Date (must not be expired): 2021/04/25

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: _____

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 #: 618 Phase/Tower: **TWO** Plan No.:

Street: ~~510~~ ~~Coffin~~ P 4011 Brickstone Mews

Date of Offer: 4/27/2017

Sales Representative: in2ition

Verification of Individual

1. Full Legal Name of Individual: Aretha Alicia Rankine-Davy
2. Address: 1605-44 Vally Woods RD North York ON
M3A 2R6
3. Date of Birth: 1983/11/01
4. Principal Business or Occupation: B Customer Service (RBC)
5. Identification Document (must see original): Driver's licence
6. Document Identification Number: ~~R0~~ R0437-02318-36101
7. Issuing Jurisdiction: ON
8. Document Expiry Date (must not be expired): 2021/07/21

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.

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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: _____

Ontario Driver's Licence Permis de conduire ON CANADA

NAME/ NOM
DAVY, GARY ANTHONY
1008-44 VALLEY WOODS RD
NORTH YORK, ON, M3A 2R6

1a NUMBER/ NUMERO
D0926 - 27417 - 41214

2a EXP/ EXPIR
2016/06/08

3a EXP/ EXPIR
2021/06/28

4a EXP/ EXPIR
DL9855007

5a HGT/HAUT
178 cm

6a SEX/ SEXE
M

7a CLASS/ CLASSE
G

8a DATE/ DATE
1974/12/14

Ontario Driver's Licence Permis de conduire ON CANADA

NAME/ NOM
RANKINE-DAVY, ALICIA ARETHA
1008-44 VALLEY WOODS RD
NORTH YORK, ON, M3A 2R6

1a NUMBER/ NUMERO
R0437 - 02318 - 36101

2a EXP/ EXPIR
2016/10/06

3a EXP/ EXPIR
2021/07/21

4a EXP/ EXPIR
DP5118038

5a HGT/HAUT
165 cm

6a SEX/ SEXE
F

7a CLASS/ CLASSE
02

8a DATE/ DATE
A Rankine
1963/11/07

| Mortgage Commitment | | | | | |
|---|---------------|-----------------------|--|------------------------|-------------------------------------|
| Response: Apr-07-2017 02:51:33 PM EST | | | | | |
| Page 1 of 6 | | | | | |
| BROKER INFORMATION | | | | | |
| Name: Get A Better Mortgage Inc | | | License #: 10874 | | |
| Address: 642 The Queensway Toronto ON M8Y 1K5 | | | | | |
| Attention: Victor Szasz | | | License #: M09001137 | | Application Reference #: GABM-27034 |
| LENDER INFORMATION | | | | | |
| Name: Canadiana Financial Corp | | | | | |
| Address: Suite 1800 390 Bay Street ON M5H2Y2 | | | | | |
| Lender Reference #: 1685228 | | | Mortgage Insurance Reference #: 2034200039 | | |
| APPLICANT INFORMATION | | | | | |
| Applicant: Gary Davy | | | | | |
| Alicia Rankine-Davy | | | | | |
| Property Information | | | | | |
| Address: 618 - 4011 Brickstone Mews Mississauga ON L5B0J7 | | | | | |
| With reference to the above, Canadiana Financial Corp is pleased to provide a mortgage loan offer, under the following terms and conditions: | | | | | |
| Loan | | Terms | | Payment | |
| Purchase/Value | \$ 398,888.00 | Mortgage Type | First | Principal and Interest | \$ 1,759.36 |
| Downpayment | \$ 25,000.00 | Term Type | Closed | Taxes (Estimated) | \$ 208.33 |
| Amount | \$ 373,888.00 | Interest Rate | 2.590% | Taxes Paid By | Lender |
| Insurance Premium | \$ 14,955.52 | Interest Type | Fixed | Total Installment | \$ 1,967.69 |
| Total Loan | \$ 388,843.52 | Term (Months) | 60 | | |
| Other Mortgages | | Amortization (Months) | 300 | Commitment Expires | 30-Jun-2017 |
| Closing Date | 30-Jun-2017 | Frequency | Monthly | | |
| LENDER AUTHORIZATION | | | | | |
| All of our normal requirements and, if applicable, those of the mortgage insurer must be met. All costs including legal, survey, mortgage insurance, etc. are for the account of the applicant(s). The mortgage insurance premium (if applicable) will be added to the mortgage. This mortgage is subject to the details and terms outlined as well as the conditions described on the attached Schedule A. | | | | | |
| Approved by: Nitin Grover CANADIANA FINANCIAL CORP | | | | | |
| CLIENT ACCEPTANCE | | | | | |
| I/We the undersigned applicant(s) accept the terms of this mortgage as stated above and agree to fulfill the conditions of approval as outlined on the attached Schedule A to the lender's satisfaction. I/We further certify that the information given on the mortgage application is true and correct. | | | | | |
| Applicant: Gary Davy | | Signature | | Date 04/12/2017 | |
| Applicant: Alicia Rankine-Davy | | Signature | | Date 04/12/2017 | |
| This mortgage commitment is issued by the D+H Expert system. | | | | | |

| Mortgage Commitment | | Schedule A | |
|---|---------------------------|---------------------------------|--------------------------|
| Response: Apr-07-2017 02:51:33 PM EST | | | |
| Page 2 of 6 | | | |
| FirmName: | Get A Better Mortgage Inc | Lender Name: | Canadiana Financial Corp |
| Attention: | Victor Szasz | Lender Reference #: | 1685228 |
| Application Reference #: | GABM-27034 | Mortgage Insurance Reference #: | 2034200039 |
| CONDITIONS OF APPROVAL | | | |
| OTHER | | | |
| <input type="checkbox"/> You are to review the Status Certificate (for ONT)/ FORM B (for BC)/Estoppel Certificate (for all other provinces outside of BC) for both purchases and refinances and confirm that the Condominium Corporation is registered and has maintained adequate Fire Insurance and that there are no arrears of any kind, including condominium fees. You must report any special or unusual requirements of the condominium that may adversely affect the marketability of the property. You are to assign the voting rights in favour of Computershare Trust Company of Canada (if applicable). Condo Fees are not included in the Mortgage payments and are the responsibility of the Borrower(s). If there are any outstanding lawsuits or reserve deficits please do not proceed with closing without prior consent from The Lender. | | | |
| <input type="checkbox"/> The Lender requires a Status Certificate (for ONT)/ FORM B (for BC)/Estoppel Certificate (for all other provinces outside of BC) for both purchases and refinances and confirm that the Condominium Corporation is registered and has maintained adequate Fire Insurance and that there are no arrears of any kind, including condominium fees. The Lender will review the Condominium Corporation's Declaration and Bylaws and confirm they contain nothing derogatory to our security. The voting rights will be assigned in favor of Computershare Trust Company of Canada (if applicable). Condo Fees are not included in the Mortgage payments and are the responsibility of the Borrower(s). If there are any outstanding lawsuits or reserve deficits please do not proceed with closing without prior consent from The Lender. | | | |
| <input type="checkbox"/> Statutory declaration signed by mortgagor(s) indicating that the property will be owner occupied. The Lender reserves the right to amend our decision if the property is not being occupied as your principal residence. | | | |
| <input type="checkbox"/> Prior to advancement of funds, Lender s solicitor to obtain an Occupancy Certificate confirming 618/4011 Brickstone Mews, Mississauga, Ontario L5B 0J7 has been inspected and approved for occupancy and the New Home Warranty Unit Enrollment Number and the Builders Registration Number. The security must be 100% complete by the mortgage funding date, seasonal adjustments allowed. In BC, a copy of the occupancy permit must be submitted to the solicitor s office prior to the release of the Builders Lien Holdback and/or the final advance. | | | |
| <input type="checkbox"/> The granting of the Loan or any part thereof or approval for insurance by CMHC or the Pre-Qualification of the Loan by CMHC is not to be construed or relied on by the borrower(s) and any guarantor(s) as representing a confirmation of the value or condition of the underlying property, whether or not appraisals or inspections are carried out by or for CMHC; nor is it to be construed or relied on by the borrower(s) and any guarantor(s) as representing a confirmation of the borrower(s) and any guarantor(s) ability to pay the Loan. All information obtained from or concerning the borrower(s) and any guarantor(s) in connection with approving the Loan, including credit bureau information, will be accessible to and may be used by CMHC for any purpose related to the provision of mortgage insurance generally; the borrower(s) and any guarantor(s) hereby consent thereto. Any information retained by CMHC in that regard will be subject to federal access to information and privacy legislation. | | | |
| <input type="checkbox"/> As the down payment is cash, the Lender requires: 1) Bank statement clearly showing client s name and account number. 2) Receipt copies of the most recent three (3) months bank books or statements verifying accumulation of down payment (including deposit shown on the offer) in the amount of \$25,000.00. Must be from a non-borrowed source. | | | |
| <input type="checkbox"/> The Lender requires written confirmation of employment at Weston Foods in form of letter reflecting: (i) Start date, (ii) Position, and (iii) Minimum annual salary \$45,000.00. If salary and/or guaranteed number of hours can not be confirmed, the lender reserves the right to request additional documentation. In addition, if declared income includes overtime income, bonus income and/or is part time income, the Lender will request, in addition to the documentation already provided, copies of the most recent 2 years Notice of Assessments. The Lender will utilize the 2 year average or the most recent year assessment, which ever amount is lower. Please note, should the most recent Notice of Assessments show tax arrears, the Lender requires confirmation prior to instructing that the tax arrears have been paid in full. | | | |
| <input type="checkbox"/> The Lender requires a current paystub confirming income of no less than \$45,000.00 | | | |
| Date: Apr 17 2017 | | Initials: S-D / A-R | |

Mortgage Commitment

Schedule A

Response: Apr-07-2017 02:51:33 PM EST

Page 3 of 6

| | | | |
|--------------------------|---------------------------|---------------------------------|--------------------------|
| FirmName: | Get A Better Mortgage Inc | Lender Name: | Canadiana Financial Corp |
| Attention: | Victor Szasz | Lender Reference #: | 1685228 |
| Application Reference #: | GABM-27034 | Mortgage Insurance Reference #: | 2034200039 |

OTHER

- ☐ The Lender requires written confirmation of employment at RBC in form of letter reflecting:
(i) Start date,
(ii) Position,
and (iii) Minimum annual salary \$37,900.00.
- If salary and/or guaranteed number of hours can not be confirmed, the lender reserves the right to request additional documentation. In addition, if declared income includes overtime income, bonus income and/or is part time income, the Lender will request, in addition to the documentation already provided, copies of the most recent 2 years Notice of Assessments. The Lender will utilize the 2 year average or the most recent year assessment, whichever amount is lower. Please note, should the most recent Notice of Assessments show tax arrears, the Lender requires confirmation prior to instructing that the tax arrears have been paid in full.
- ☐ The Lender requires a current paystub confirming income of no less than \$37,900.00
- ☐ The Lender requires all Broker conditions met a minimum 10 business days prior to close date.
If conditions not fulfilled, funds may not be advanced on the scheduled closing date.
Your closing date may be extended if the application is within the rate hold period, otherwise your commitment will be cancelled.
- ☐ Solicitor Name and Address including telephone number required.
- ☐ The Lender has assigned your mortgage transaction to the Closing Service First Canadian Title (FCT). FCT is responsible to obtain Lender Title Insurance on behalf of the Lender.
- ☐ Original purchase agreement with all amendments and schedules, signed by all parties.
Listing (MLS, comfree, etc.) (if applicable)
Assignment agreement signed by builder, original purchaser, and new buyer.
Side agreement between original purchaser and new buyer for amended purchase price (if applicable).
(Builder must acknowledge new purchase price).
- ☐ Solicitor to confirm final purchase price inclusive of taxes and that there are no incentives or kickbacks.
In the event of closing date change, Solicitor is responsible for obtaining a fully executed addendum to the purchase contract confirming amended closing date.
- ☐ The Lender requires bank statements clearly showing client's name and account number verifying closing costs equal to 1.5% of the purchase price are from the applicant's own resources.
- ☐ This Mortgage will be subject to all extended terms set forth in our standard form of mortgage contract or in the mortgage contract prepared by our solicitors, whichever the case may be, and insured mortgage loans will be subject to the provisions of the National House Act (N.H.A.) and the regulations thereunder.
- ☐ The interest rate on your commitment letter will be honoured provided the mortgage loan is advanced by 30/06/2017.
- ☐ A title insurance policy, from a title insurance provider acceptable to the Lender, must be obtained covering the lenders interests without exceptions to coverage. Computershare Trust Company of Canada should be named as insured.
- ☐ Your title to the Property must be acceptable to our Solicitor who will ensure that the lender has good and marketable title in fee simple to the property and that it is clear of any encumbrances which might affect the priority of the Lenders Mortgage. We will accept title insurance from a title insurance provider acceptable to the Lender. The Mortgage must be a first charge on the property.
- ☐ Should you decide to sell the mortgaged property and purchase another property, you may transfer the remaining mortgage balance together with the interest rate set out therein to the new property provided that the Mortgage Loan is not in default, a new mortgage loan application has been accepted by the lender, all terms and conditions set out in the subsequent Mortgage Loan approval have been met and the closing dates of the two properties are within 30 days. Should the existing mortgage be paid out and the new mortgage not funded then prepayment charges will apply on your existing mortgage. Should the amount of the new mortgage be less than the balance on your existing mortgage, a prepayment penalty will apply to the difference between the two.
- ☐ There may be a fee charged for any payment returned due to insufficient funds or stopped payments.
- ☐ Payment of property taxes will be your responsibility, unless otherwise stated in this commitment.

Date:

Apr. 12/17

Initials:

R/S/A-R

This mortgage commitment is issued by the D+H Expert system.

Mortgage Commitment

Schedule A

Response: Apr-07-2017 02:51:33 PM EST

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|--------------------------|---------------------------|---------------------------------|--------------------------|
| FirmName: | Get A Better Mortgage Inc | Lender Name: | Canadiana Financial Corp |
| Attention: | Victor Szasz | Lender Reference #: | 1685228 |
| Application Reference #: | GABM-27034 | Mortgage Insurance Reference #: | 2034200039 |

OTHER

- ☐ The terms in this commitment cannot be altered unless confirmed in writing by the Lender.
- ☐ Please return signed commitment signed by all parties.
- ☐ Thank you for choosing us for your financing. We look forward to hearing from you soon.
- 1) You will be required to obtain fire insurance coverage for not less than the full replacement value of the property with Computershare Trust Company of Canada as 1st Loss Payee as mortgagee. The policy should contain standard mortgage clauses approved by the Insurance Bureau of Canada.
- 2) The Cost of Borrowing Disclosure Statement for your loan will be included in the mortgage loan agreement that you will have to sign at your solicitor's office.
- 3) Payment of your Canadiana Financial Corp Mortgage is to be by way of Pre Authorized Payment Plan. You will sign a Pre Authorized Payment Plan enrollment agreement and you will provide the Lender with a void cheque for the account you wish the mortgage payment withdrawn from.
- 4) The Lender will use the law firm of your choice for preparation and registration of the mortgage. We reserve the right to disqualify certain law firms based on past performance. Please provide your Mortgage Representative with the name, address, phone and fax numbers of your solicitor.
- ☐ This approval is subject to cancellation at the option of the Lender should any of the following occur: If there has been any material change to the applicants financial status as disclosed in the loan application or if there have been any unapproved material changes to the mortgaged premises that adversely affect the value thereof.
- Any misrepresentation of facts contained in this loan application or other documentation entitles the Lender to decline to advance a portion or all of the loan proceeds, or to demand immediate repayment of all monies secured by the mortgage.
- I/We accept the Offer to provide mortgage financing and agree to be bound by the terms, conditions and provisions contained herein.
- I/We hereby authorize the Lender, its successor and/or assigns, to make whatever credit/payoff inquiries it deems necessary in connection with my/our credit application or in the course of review or collection of any credit extended in reliance on the application.
- I/We hereby authorize any person or consumer reporting agency to compile and furnish any information it may have or obtain in response to such credit inquiries.
- I/We authorize this document to be reproduced by a copy machine to facilitate multiple credit and payoff inquiries.
- The Mortgagor(s) and Guarantor (if applicable) acknowledge receipt of a signed copy of the Mortgage Loan Commitment.
- ☐ The applicant is responsible for any costs relating to the mortgage including legal, survey or inspection fees.
- ☐ Your title to the property must be satisfactory to our solicitor and the mortgage must be a first charge on the property. Legal expenses are your responsibility, whether the loan is carried out or not. Instructions to the lawyer of your choice for the closing of this loan transaction will be forwarded upon acceptance of this Commitment.
- ☐ The Lender may refuse any subsequent financial charges to be registered against the subject property without their approval.
- ☐ The Lender must be in receipt of a signed Pre-authorized Debit Form and a Personal Pre-Printed Void Cheque for automatic payments. Pre-authorized Payment Form may be obtained at www.Canadianafinancial.com
- ☐ Canadiana Financial Corp mortgages are facilitated through Canadiana Financial Corp.
- ☐ You may prepay the mortgage in full only upon payment of the greater of the following amounts: (a) our prepayment administration fee of 2.75% of the outstanding loan balance OR (b) three months interest calculated at the interest rate of the mortgage on the outstanding loan balance OR (c) the interest rate differential (IRD), calculated by applying the difference, if any, between the interest rate of the mortgage and our then current posted rate for mortgages we then offer for the term closest to the remaining term on the outstanding loan balance for the remainder of the term. You may not make a prepayment if you are in default in payment or in performance of any of the other terms and conditions of the mortgage.

Date:

Apr 12/17

Initials:

S.D.A.R.

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Mortgage Commitment

Schedule A

Response: Apr-07-2017 02:51:33 PM EST

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- ☐ Borrower(s) must initial to acknowledge that you have read and understand the prepayment administration fee of 2.75% which is outlined in the Prepayment Charges section (Page 2) in the Cost of Borrowing Disclosure.
- ☐ There is a schedule applicable to this Low Feature Mortgage regarding the definition of Prime Rate and the Prepayment terms. Use ON Low Feature Schedule 2 located on our Web site: <http://www.mortgagedocuments.ca>.
- ☐ 1) Pay up to 20% of the original mortgage amount each anniversary year, without penalty. A minimum payment amount of \$1,000.00 is required.
2) Increase your regular payments by up to 20% of the original P and I portion per anniversary year, without penalty.
3) Partial prepayment options used in any combination may not exceed the 20% yearly prepayment maximum.
- ☐ An acceptable appraisal report for the property being mortgaged for the subject property to be completed by an approved appraiser (with an AACI, CRA or DAR designation) for a minimum value of \$398,888.00
Appraiser to assess value of home, garage and up to 5 acres.
The Lender will not consider any values given to barns, sheds, shops, outbuildings, etc.
The Lender reserves the right to decline or amend the commitment based upon our review of the appraisal and suitability of the security.
The Lender has the right to reduce the loan amount if the appraised value is lower.
- ☐ The Lender will be collecting the property taxes on the secured property.
The solicitor will provide a completed Property Information Form with tax details and roll number prior to funds being advanced.
The amount of \$0.00 will be withheld from the loan advance.
Please ensure the borrower includes this amount in the fees and charges paid to you.
Any late penalties incurred before billing notification to the Lender will be the borrower(s) responsibility.
- ☐ The Lender will be collecting the property taxes on the secured property. We will be collecting \$208.33 with your regularly scheduled mortgage payment.
We will commence paying the municipality on your behalf on your next bill following your funding date of 30/06/2017. There will be an amount of \$0.00 held back from the advance to the solicitor to ensure there are funds to cover the full amount of property taxes due as well as minimizing any adjustments in future years.
- ☐ This is the amount we will advance to you. The borrower(s) is responsible for all additional amounts due at closing.
This is the approved loan amount: \$388,843.52
We will deduct the following from the approved loan amount:
Mortgage default insurance premium: \$14,955.52
Taxes on Insurance Premium: \$1196.44
Property Tax Holdback Amount: \$0.00
Closing Service Fee including Lender Title Insurance Fee (inclusive of taxes) \$332.92
Advance to Solicitor: \$372,358.64
- ☐ The Lender will be collecting the property taxes on the secured property. The borrower will forward all tax bills to the Lender, and will be responsible for all late fees and charges due to the municipality. We will be collecting \$208.33 with your regularly scheduled mortgage payment. We will commence paying the municipality on your behalf on your next bill following your funding date of 30/06/2017. There will be an amount of \$0.00 held back from the advance to the solicitor to ensure there are funds to cover the full amount of property taxes due as well as minimizing any adjustments in future years. You are required to include this amount in the fees and charges paid to the closing solicitor.
Any late penalties incurred before billing notification to the Lender will be the borrower(s) responsibility. Please ensure the municipal tax department is notified.
A monthly tax administration fee of \$2.00 applies to borrowers for the collection of property taxes, and will be collected along with scheduled mortgage payments.

Date:

Apr: 12/17

Initials:

G.D. / A.R.

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Mortgage Commitment

Schedule A

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- ☐ International credit report (Equifax or Transunion) demonstrating a strong credit profile OR two (2) alternative sources of credit demonstrating timely payments (no arrears) for the past 12 months. The two alternative sources required are: ?Rental payment history ?One other alternative source (hydro/utilities, telephone, cable, cell phone and auto insurance) And confirmation of landed immigrant status
- ☐ Recent NOA for both applicants confirming no taxes owing .

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| Date: Apr 01 12/17 | Initials: SD/A.R |
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