

Worksheet

Standard Assignment

Post Occupancy

Suite: 8501 Tower: PSV Date: 11 April 17 Completed by: _____

Please mark if completed:

- ☒ ☐ Copy of Assignment Amendment
- ☒ ☐ Assignment Agreement Signed by both Assignor and Assignee 01 Apr 150
- ☒ ☐ 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).
- ☒ ☐ Agreement must be in good standing. Funds in Trust: \$ 44,437 (15%) \$5665 (\$500 + 1437)
- ☒ ☐ 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:

~~xx~~ Clients didn't book Appointment - Silvi will draft Agreement on April 12, 2017. All other docs submitted in person in Richie on April 11, 2017. When agreement is ready Silvi will email it client to sign. ~~xx~~

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

BING CHEN (the "Purchaser")

Suite 2501 Tower ONE Unit 1 Level 24 (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 07, 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 Five Hundred (\$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.

POA
W

(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 10 day of April 2012.

Witness:

Purchaser: BING CHEN

Signature POA

DATED at Mississauga this 13 day of April 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer

I have the authority to bind the Corporation

2501 24
SUITE __ UNIT __ LEVEL __

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 13th day of April, 2016.

AMONG:

Bing Chen
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Chun Kit Mak
(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 10th day of April, 2012, 13th day of April, 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 1, Level 24, Suite 2501 together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 2501, 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;
- (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. 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.
4. 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 for HST Rebate (or equivalent). The HST applicable shall be reflected based on the original purchase price as set out in the Agreement. The Assignor and/or Assignee are personally directly 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.
5. 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

Page 1

- 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) 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 13th day of April 2017

Miken
Witness

[Signature] PO7
(Assignor) Bing Chen

Witness

(Assignor)

Miken
Witness

[Signature]
(Assignee)

Witness

[Signature] Chun Kit Mak
(Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: _____
Name: _____

Title: Authorized Signaling Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Chun Kit Mak
DATE OF BIRTH: 1971/09/14
ADDRESS: YYYYMMDD SIN #
4340 Trail Blazer Way
Mississauga, ON L5R 0C3
PHONE: Tel: (647) 282-2668
Cell: _____
Facsimile: _____
E-mail: _____

ASSIGNEE

NAME: Danny Mak 1993@hotmail.com
DATE OF BIRTH: _____
ADDRESS: YYYYMMDD SIN #

PHONE: _____
Tel: _____
Cell: _____
Facsimile: _____
E-mail: _____

ASSIGNEE'S
SOLICITOR:

NAME: Brenda Lee
ADDRESS: 4168 Finch Ave. E., Suite P46
Toronto, ON, M1S 5H6
PHONE: Bus: 416-292-8863
Facsimile: _____
E-mail: brenda@brendaleealawyer.com

10358 (1215)

The Toronto-Dominion Bank

728 BRISTOL ROAD WEST
MISSISSAUGA, ON L5R 4A3

DATE

2017-04-11

YYMMDD

Transit-Serial No.

1293-81056960

\$*****565.00

Pay to the
Order of AMACON CITY CENTRE SEVEN NEW DEVELOPMENT PARTNERSHIP

FIVE HUNDRED SIXTY FIVE**00/100
Authorized signature required for amounts over CAD \$5,000.00

Canadian Dollars

The Toronto-Dominion Bank

Toronto, Ontario
Canada M5K 1A2

Authorized Officer
Counter-signed

Number

81056960

096120041

Received By
ON 11 April 17

DIANA YOUNG
Professional Corporation
如意律師

• Barrister • Solicitor • Notary Public •

Margie
Toronto Office

4168 Finch Ave. E., #301 1550 South Gateway Rd., #225
Mississauga Office

Tel : 416-221-7499
Fax : 416-221-7428

Tel : 905-276-8288
Fax : 416-221-7428
Mississauga ON L4W 5G6
info@dianayoung.com
www.dianayoung.com

BRENDA LEE PROFESSIONAL CORPORATION

add page

BRENDA LEE, B.S., LL.B., J.D.
Barrister, Solicitor & Notary Public
李詩樺律師

Markham Office

3601 Hwy 7 East, Suite 205

Markham, ON L3R 0M3 (匯豐銀行樓上)

Tel: 905-947-8228 Fax: 905-947-1118

info@brendalaw.ca

Toronto Office

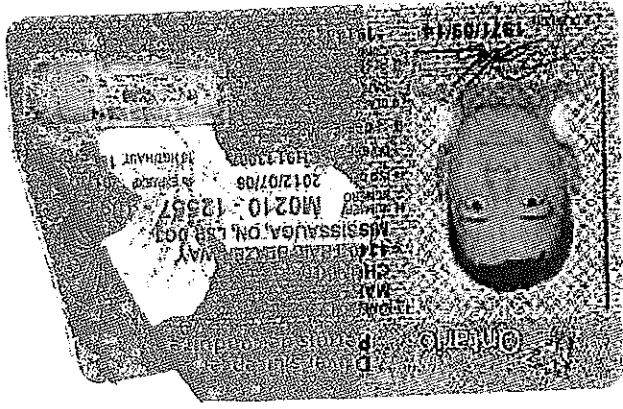
4168 Finch Ave. East, Suite PH06

Toronto, ON M1S 5H6 (第一廣場)

Tel: 416-292-8863 Fax: 416-292-8823

brenda@brendaleelawyer.com

DSV 2501



Future Info

Tremendous Restaurant
Company/Work: ~~Thibault's~~

~~Owner~~ Owner

Dubois's Opt

April 2017/9/14

647 282 2668

Danny Mak 1993 @ hotmail.com

DIANA YOUNG Professional Corporation

Barrister & Solicitor & Notary Public

4168 Finch Ave. E. Suite 301
Toronto, Ontario M1S 5H6
Tel: 416-221-7499
Fax: 416-221-7428

1550 South Gateway Road, #225
Mississauga, Ontario L4W 5C6
Tel: 905-276-8288, Fax: 416-221-7428
Email: info@dianayoung.com

客戶備忘 - "授權委託書" - 注意事項

Memo to Client - Power of Attorney ("POA")

(此備忘錄以英文內容/版本為準)

Updated: 2016-11

Each Power of Attorney must be signed by a Grantor in the presence of TWO Witnesses. 所有授權委託書必須由委託人在兩位見證人面前簽署。

The Grantor of the Power of Attorney should proof his/her identity by showing TWO pieces of Official Photo ID to the witnesses. 委託人必須向兩位見證人面前展示兩份帶有照片的官方身份證明。

To ensure the validity of the Power of Attorney, the grantor must look for legitimate witnesses. One of the witnesses must be a lawyer of the country in which the POA is signed. The witnesses should fill out the "Witness" part of the Power of Attorney and sign. The witnessing lawyers' signature must be accompanied by his/her stamp or seal. In addition, the witnessing lawyer should provide a business card for verification purposes. The other witness must provide a confirmation for being a witness.

為確保授權委託書的有效性，委託人須物色合適的見證人。其中一名見證人必須是該份授權委託書簽署地所在國家的律師。所有見證人必須在授權委託書的“見證人”部分的空格上填寫有關資料並簽署見證。見證授權委託書的律師則須在其簽名附近蓋上律師的印章或鋼印，該律師又須提供他/她的商務名片以作核對之用。另一見證人則需提供見證確認證明。

The following persons are not qualified to be a witness below persons who are not qualified to be a witness:

1. The attorney or the attorney's spouse or partner 受委託人本人，其配偶及伴侶;
2. The grantor's spouse or partner. 委託人本人，其配偶及伴侶;
3. A child of the grantor or a person whom the grantor has demonstrated a settled intention to treat as his or her child. 委託人之子女以及任何被委託人當成子女看待之人士;
4. Any person whose property is under guardianship, or who has a guardian of the person. 任何人本身的財產受監護，或其本人是被監護人;
5. Any person under the age of eighteen. 任何18歲以下人士。

Please bring the original Power of Attorney, and business card and lawyer certificate of the witnessing lawyer to your lawyer's office before the closing date. 請將原件及律師名片及律師證在交接日期之前交至你的律師的辦公室。

If we understand that, should the POA is used by bank or others, different requirements may apply. Please get pre-approval before you decide to obtain mortgage from bank or use POA for other purpose.

我/我們明白，如果銀行或其他機構使用你的授權委託書，可能會有不同的要求。請在你申請按揭或用授權委託書做其他用途之前，確定銀行或他人能批准你的授權委託書。

I/We hereby acknowledge having received a Memo for Client-Power of Attorney and a sample confirmation of being witness, on this 24 day of March, 2017. 我/我們在此承認：於以上日期，收到一份客戶備忘錄 - 授權委託書注意事項和一份見證確認證明樣本。

Angela (Bing Chen)

Client (客戶)

Client (客戶)

我們為您負責，請您理解 → 請仔細閱讀!!!

POWER OF ATTORNEY FOR PROPERTY 委托书 - 财产
(Made in accordance with the *Powers of Attorney Act* and the *Substitute Decisions Act*, as amended)

I, **Bing CHEN**, of the City of **Zhuhai**, in the Province of **Guangdong**, **PR China**, hereby **APPOINT CHEN KIT MAK** be my attorney for property. I revoke any power of attorney for property (including continuing power of attorney for property) made by me previously.

I **AUTHORIZE** my attorney for property to do on my behalf, anything in respect of property that I can lawfully do if capable, except making a will or giving a new power of attorney on my behalf, subject to the law and to any conditions or restrictions contained in this document.

If my spouse (if I have a spouse) shall dispose of or encumber any interest in a matrimonial home in which I have a right to possession under Part II of the *Family Law Act*, I authorize my attorney named for me and in my names to consent to the transaction as provided for in subparagraph 21(1) (a) of the said Act.

In accordance with the *Substitute Decisions Act*, I declare that this Power of Attorney for Property **CAN NOT** be exercised during any subsequent legal incapacity on my part.

This Power of Attorney for Property comes into effect as of the date of execution set out below or unless otherwise stated, and shall be revoked on *Not Applicable*.

This Power of Attorney is subject to the following conditions and restrictions (if any): The Attorney shall have the full authority to **ONLY** deal with all the matters regarding inspection, purchase, mortgage, managing, listing, selling, and discharge of **ANY** property in **Ontario, Canada**.

DATED at City of **Zhuhai**, this 24 day of **March**, 2017.

SIGNATURE: X  (Bing CHEN) Tel. No.: 86 18666959616
(签字) (电话号码)

I have no reason to believe that the Grantor is incapable of giving a continuing Power of Attorney for property. I have signed this Power of Attorney in the presence of the person whose name appears above an in the presence of each other. I have verified the Donor's Identification. (1) 委托人有签字能力. (2) 我见证了委托人的签字. (3) 我检查了委托人的照片证件.

Witness 姓名-中英文 Name Address: <u>15-16/F, Toriqa Commercial Center</u> 地址 <u>Jing Shan Rd, Jida, Zhuhai, Guangdong, P.R.C</u> Occupation 职业 <u>Lawyer - 律师 (加盖律师楼公章)</u> Telephone 电话: <u>+86 756 3355171</u>	(以上以英文内容为准) 律师/秘书见证 签字 Witness X <u></u> 姓名-中英文 Name Address: <u>15-16/F, Toriqa Commercial Center</u> 地址 <u>Jing Shan Rd, Jida, Zhuhai, Guangdong, P.R.C</u> Occupation 职业 <u>Lawyer / Secretary - 律师/秘书</u> Telephone 电话: <u>+86 756 3355171</u>
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Note: The following people cannot be witnesses: The following people cannot be witnesses: the attorney or his/her spouse, the Grantor's spouse, child or someone that the Grantor treats as his/ her child; a person whose property is under guardianship or who has a guardian of the person; a person under the age of eighteen.

廣東省律師事務所

證號：2004-000000000000

律師事務所，符合《律師法》

及《律師事務所管理辦法》規定的條件，准予設立。

批准。

登記機關：廣東省司法廳

發證日期：二〇〇四年一月一日

寄件人

Parkside Village Sales

sales@lfeatparkside.com

標題

RE: POA, MEMO and occupancy material

日期

2017年4月11日 下午3:25:37

收件人

danny dannyamak1993@hotmail.com



CIBC Pre-Approved Mortgage Certificate

Number: 20161031

Issue Date: April 11, 2017
Effective From: April 11, 2017

Expiry Date: July 10, 2017

(Note: If your certificate has expired, please contact your CIBC representative)

TO CERTIFY THAT

Chun Kit Mak

Is eligible for a mortgage loan amount of
with a downpayment of \$288,292.17
to purchase a house in a price range of \$60,000.00
\$348,292.17

and has/have selected the following mortgage loan type and term:

Mortgage Loan Type	2 Year Fixed Closed
Mortgage Loan Term	2 Years
Posted Interest Rate	2.09%

Monthly Payment (Principal & Interest Payments Only)	\$1,255.53
Amortization	25

This certificate only applies to the purchase of a residential owner-occupied property meeting our lending guidelines and is subject to the following conditions being met at the time of the actual mortgage loan application: satisfactory property appraisal, satisfactory credit review by CIBC Mortgages & Lending and Genworth Financial Mortgage Insurance Company Canada/Canada Mortgage and Housing Corporation approval (if applicable).

Note: This certificate does not apply to refinances and equity takeouts

Customer Signature(s):

RATE INFORMATION

- For fixed-rate mortgage loans, your quoted rate is guaranteed not to increase provided the mortgage loan amount is fully advanced on or before the Expiry Date of this Certificate. Your interest rate will be determined on the date funds are advanced and you will receive the lower of the interest rate indicated on this Certificate and the interest rate posted for the selected mortgage loan type and term on the date funds are advanced. Interest is calculated semi-annually, not in advance.
- For variable-rate mortgage loans, interest rates are based upon CIBC Prime Rate which fluctuates from time to time and, therefore, there are no rate guarantees for variable rate mortgage loans. The interest rates indicated on this Certificate simply represent the rates based upon CIBC Prime Rate in effect as at the date of the Certificate and are subject to change. Interest for variable rate mortgages is calculated daily using a simple interest formula (which is the same as calculated yearly), not in advance.