

Worksheet

Standard Assignment

Post Occupancy

Suite: 4102 Tower: PSV2 Date: July 11/17 Completed by: _____

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).

☒ Agreement must be in good standing. Funds in Trust: \$ 91,108.31

☒ 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 customercaret@amacon.com

☒ Include Fintrac for Assignee

☒ Copy of Assignees ID

☒ Copy of Assignees Mortgage Approval - Letter of Sufficient Funds

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 Parksider 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:

On original APS, wife's name was Adriana Maria Palacio. Since then she changed her last name ~~to~~ -droppin Palacio, and adding Gavrira which is her last name since she married. She has provided her new drivers licence to support the name change



CANADIAN DOLLAR DRAFT

624937

2 ROBERT SPECK PKW AT HURONTARIO
MISSISSAUGA ON L4Z 1H8

DATE 20170712
Y Y Y M M D D

PAY TO ORDER OF AMACON CITY CENTRE SEVEN NEW DEVELOPMENT
PARTNERSHIP

\$ 565.00

SUM OF EXACTLY 565 DOLLARS ***** 00/100

CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

THE BANK OF NOVA SCOTIA

AUTH NO. N0205	AUTH NO. W202
-------------------	------------------

W. G. G. G.

AUTHORIZED OFFICER

[Signature]
AUTHORIZED OFFICER

⑆E24937⑆ ⑆38562002⑆ 00000143 97832⑆

PAID July 15 2017

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

JUAN FERNANDO GAVIRIA (the "Purchaser")

Suite 4102 Tower TWO Unit 2 Level 40 (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: 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.

JG


(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;

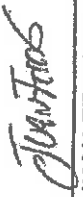
(vii) the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the 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 7 day of July, 2012.

Witness: 


Purchaser: JUAN FERNANDO GAVIRIA

DATED at Mississauga this 11 day of July, 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 

Authorized Signatory Officer

I have the authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 19th day of July 2016. 7th (LM) (AB) (LM)

AMONG:

Juan Fernando Gaviria
Adriana Maria Gaviria
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and - Lucie Claudine Boyd Marigliano

(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 1st day of July 2012 and accepted the 10th day of July 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 2, Level 40, Suite 4102 together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as BVA, 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. 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 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 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

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 12 day of July, 2017.

Witness


Dina Lomb

Witness

(Assignor)

Juan Fernando Gauria
(Assignor)
Adriana Maria Gauria

Witness



(Assignee)
Lucie Claudine Marioliano

Witness

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: LUCIE CLAUDE MARIGLIANO

DATE OF BIRTH

19970606

YYYYMMDD

SIN #

ADDRESS:

35 balmuto st

M4Y0A3

PHONE:

Tel:

Cell: 647 926 4801

Facsimile:

E-mail:

luciemarigliano@hotmail.com

ASSIGNEE

NAME:

DATE OF BIRTH

YYYYMMDD

SIN #

ADDRESS:

PHONE:

Tel:

Cell:

Facsimile:

E-mail:

ASSIGNEE'S SOLICITOR:

NAME:

Adam Freud

KHOL FREUD LLP.

ADDRESS:

400 University Ave - Suite 201

Toronto - M5G-1S5

PHONE:

Bus:

416-253-4842

Facsimile:

E-mail:

adam@kholfreud.com

0112026

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: 510 Luman Place, Suite 4102

Sales Representative/Broker Name:

Date Information Verified/Credit File Consulted:

A. Verification of Individual

NOTE: One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC. If there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatory to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: LUCIE CLAUDINE BOYA MAR 16, 1990

2. Address: 35 BAYVIEW ST. BOYA MAR 16, 1990

3. Date of Birth: JUNE 6, 1997

4. Nature of Principal Business or Occupation: STUDENT

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. Type of Identification Document: PASSPORT CANADIAN

2. Document Identifier Number: H5168242 (must view the original and have a photo; see CREA's FINTRAC materials on REALTOR Link® for examples)

3. Issuing Jurisdiction: (Insert applicable Province/Territory, Foreign Jurisdiction or Canada) BERNE

4. Document Expiry Date: 01 Apr / Apr 2016 Country: SWITZERLAND (must be valid and not expired)

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File: CIBC

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
☐ Name of Source: (must be valid and not expired; must be recent if no expiry date)
☐ Account Number**:

☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*
☐ Name of Source:
☐ Account Number**:

☐ Verify the individuals' name and date of birth by referring to a document or source containing the individual's name and address*
☐ Name of Source: (must be valid and not expired; must be recent if no expiry date)
☐ Financial Account Type:
☐ Account Number**:

* See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.



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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
- ☐ Other, explain:

Date on which above measures taken:

2. Reason why measures were taken (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
- ☐ Other, explain:

B. Verification of Third Parties

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.
Is the transaction being conducted on behalf of a third party according to the client? (check one):

- ☐ Yes
- ☐ No

Measures taken (check one):

- ☐ Asked if client was acting on behalf of a third party
- ☐ Other, explain:

Date on which above measures taken:

Reason why measures were unsuccessful (check one):

- ☐ Client did not provide information
- ☐ Other, explain:

Indicate whether there are any other grounds to suspect a third party (check one):

- ☐ No
- ☐ Yes, explain:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party:

2. Address:

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue (if applicable):

6. Relationship between third party and client:



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Individual Identification Information Record

NOTE: Only complete Sections C and D for your clients.

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

N/A

Medium Risk

- ☐ Explain:

N/A

High Risk

- ☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- ☐ Other, explain:

N/A

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.



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Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Residential property
- ☐ Commercial property
- ☐ Other, please specify:
- ☐ Residential property for income purposes
- ☐ Land for Commercial Use

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.



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Banking that fits your life.

PSV2 #4102 (Balance) Average

July 3, 2017 at 6:45 a.m. |

MY ACCOUNTS

18 2203 YORKVILLE AVENUE TORONTO, ON M4W 3Y1
luciemargliano@hotmail.ca
647-926-4811

Welcome, **LUCIE MARGLIANO**. Your last visit: July 3, 2017 at 6:32 a.m. ET.



View: List Pie Charts Available Funds Balance

Deposit Accounts		
Chequing	00502-64-66192	\$522,134.33
Savings	00502-64-66281	\$0.00
CIBC VISA		

\$0.00

\$500.00

PSV

PSV2

Suite 4102
Unit 2 Level 40
Floor Plan BLANC
AGREEMENT OF PURCHASE AND SALE

The undersigned, **JUAN FERNANDO GAVIRIA** (collectively, the "Purchaser"), hereby agrees with Amacon Development (City Centre) Corp. (the "Vendor") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with 1 Parking Unit(s), and 1 Storage Unit(s), to be located in the proposed condominium project known as PSV2 in Mississauga, Ontario, Canada (the "Building") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

1. The purchase price of the Unit (the "Purchase Price") is **Four Hundred Thirty-Seven Thousand Nine Hundred (\$437,900.00)** DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:

- (a) to Blaney McMurtry LLP (the "Vendor's Solicitors"), in Trust, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:
 - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
 - (ii) the sum of **Nineteen Thousand Eight Hundred Ninety-Five (\$19,895.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
 - (iii) the sum of **Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00)** 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 **Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00)** 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 **Forty-Three Thousand Seven Hundred Ninety (43,790.00)** 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);

(b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.

2. (a) The Purchaser shall occupy the Unit on **December 01, 2015** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("TARION Statement") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARION Statement and the TARION Delayed Occupancy Warranty Addendum (together, the "TARION Statement and Addendum") annexed hereto (the "Occupancy Date").

(b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARION Statement and Addendum (the "Closing Date"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A" (Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 7 day of July 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:



Witness:

Purchaser: JUAN FERNANDO GAVIRIA D.O.B. 05-Jul-76 S.I.N. 539-640-102

DATED at Mississauga this 16 day of July 2012.

Vendor's Solicitor:
BLANEY MCMURTRY LLP
2 Queen Street East, Suite 1500
Toronto, Ontario M5C 3G5
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:


Authorized Signing Officer

We have the authority to bind the Corporation.

20% > \$87,580
(Now, Trust: \$91,083.31)

PSV2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

JUAN FERNANDO GAVIRIA (the "Purchaser")

Suite 4102 Tower TWO Unit 2 Level 40 (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 **Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00)** 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 **Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00)** 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 **Forty-Three Thousand Seven Hundred Ninety (43,790.00)** 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 **Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00)** 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 eighty (180) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of **Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00)** 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 **Twenty-One Thousand Eight Hundred Ninety-Five (21,895.00)** 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 7 day of July 2012.

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

Purchaser - JUAN FERNANDO GAVIRIA

Accepted at Mississauga this 10 day of July 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Authorized Signing Officer

I have the authority to bind the Corporation.

c/s



Banking that fits your life.

July 3, 2017 at 6:45 a.m. ET

MY ACCOUNTS

18 2203 YORKVILLE AVENUE TORONTO, ON M4W 3Y8
luciemarigliano@hotmail.com
647-928-4801

Welcome, LUCIE MARIGLIANO. Your last visit: July 3, 2017 at 6:32 a.m. ET.

Deposit Accounts

Credit Balance

Apply for a new product

\$522,134.33

\$0.00

View: List	Pie Charts	Available Funds	Balance
Deposit Accounts			
Chequing 00502-64-66192		\$522,134.33	\$522,134.33
Savings 00502-64-66281		\$0.00	\$0.00

Credit

CIBC VISA

4502 2000 4004 8473

Link Account

\$500.00

\$0.00

Investments

You don't have any investments with CIBC. [Apply for an investment product today.](#)

Note:

"My Accounts" includes the online accounts you hold with CIBC and its affiliates. For help, please contact the CIBC Online Banking® support line at 1-888-872-2422.

+ Trademarks and Disclaimers

Sam McDadi Real Estate Inc.
Trust Trade Review

[3.1]

Trade #: 124862
Address: 510 Curran Place 4102
Buyer: Lucie Marigliano
Address: 18 Yorkville Avenue Toronto M4W-3Y8

Trade #	Description	Outstanding	Code	Reference	Date	Amount
124862	Lucie Marigliano		D	CH# WIRE	06/29/2017	35,000.00
						35,000.00

Reviewed by: _____

P<COLPALACIO<AGUDEL0<<ADRIANA<MARIA<<<<<<<<
AQ955876<2COL670217F2505107CC42891111<<<<<92

Assignors Solicitors

Khurana Law Firm

ph 905-791-0900

Fax 905-791-0400

email hp@khurana.lawyer.com

2130 North Park Drive Unit 248

Brampton, ON

L6S 5M4.

Assignor



4

Original APS using maiden name.

Wife is now using married name. Name on original APS has her maiden name

Confirm with Andrea if it's ok if we make a copy of new ID with married name to support the name change on Assignment Docs?
* Attach it to this photocopy of her previous ID.
* Ask if we need new Fintreac?!

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 17th day of July 2012   

AMONG:

Juan Fernando Gaviria
Adriana Maria Gaviria
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and - *Lucie Claudine Boyd Marigliano*

(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 7th day of July 2012  and accepted the 10th day of July 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 2, Level 40, Suite 402, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 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. 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 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 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

LM AC 26

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.

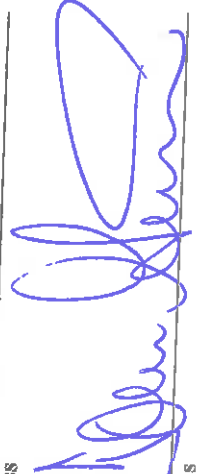
IN WITNESS WHEREOF the parties have executed this Assignment Agreement.

DATED this 12 day of July 2017.

Witness



Witness



Witness

(Assignee)

(Assignee)

(Assignee)

(Assignor)

Adriana Maria Gaviria (Assignor)

(Assignee)

LUCIE CLAUDINE MARIGLIANO

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: _____
DATE OF BIRTH: _____
ADDRESS: _____

YYYYMMDD _____ SIN # _____

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

ASSIGNEE

NAME: _____
DATE OF BIRTH: _____
ADDRESS: _____

YYYYMMDD _____ SIN # _____

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

ASSIGNEE'S
SOLICITOR:

NAME: _____
ADDRESS: _____

PHONE: _____
Bus: _____
E-mail: _____
Facsimile: _____

Please refer to second set

Worksheet

Standard Assignment

Post Occupancy

Suite: 4102 Tower: PSV2 Date: July 11/17 Completed by: _____

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 Amazon City Centre Seven New Development Partnership. Courier to Dragana at Amazon Head office (Toronto).
- ☒ Agreement must be in good standing. Funds in Trust: \$ 96,108.31
- ☒ 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@amazon.com
- ☒ Include Fintrac for Assignee
- ☒ Copy of Assignees ID
- ☐ Copy of Assignees Mortgage Approval Letter of Sufficient Funds

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 Amazon admin team will forward immediately to Blaney via email. The Parksider Admin team must courier the full hardcopy package to Blaney McMurtry's office. Please remember that the Assignment fee cheque should be couriered to Amazon.

Administration Notes:

On original APS, wife's name was Adriana Mara Palacios. Since then she changed her last name ~~from~~ -dropp Palacios, and adding Gaviria which is her last name since she married. She has provided her new driver's licence to support the name change.

20% ✓

March 2, 2017 ✓

© Bank of Nova Scotia



Scotiabank

2 ROBERT SPECK PKW AT HURONTARIO
MISSISSAUGA ON L4Z 1H8

624937

CANADIAN DOLLAR DRAFT

DATE 2017 07 12
Y Y Y M M D D

PAY TO ORDER OF

AMACON CITY CENTRE SEVEN NEW DEVELOPMENT
PARTNERSHIP

SUM OF

EXACTLY 565 DOLLARS ***** 00/100

\$ 565.00

TO:

ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. *NovaS*

AUTH NO. *W22*

THE BANK OF NOVA SCOTIA

AUTHORIZED OFFICER *M. G. Gibe*

AUTHORIZED OFFICER

CANADIAN FUNDS

® Registered trademark of The Bank of Nova Scotia

paid July 15 2017

⑆ 624937⑆ 1:38562⑆002⑆ 00000⑆13 97832⑆

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

JUAN FERNANDO GAVIRIA (the "Purchaser")

Suite 4102 Tower TWO Unit 2 Level 40 (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: 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.

JG

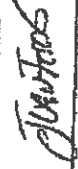

- (vi) If, as a result of any such assignment, the Purchaser or assignment purchaser is no longer eligible or becomes ineligible for the New Housing Rebate described in paragraph 6 (f) of the Agreement, the amount of such Rebate shall be added to the Purchase Price and credited to the Vendor on closing;
- (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 7 day of July 2012

Witness:



Purchaser: JUAN FERNANDO GAVIRIA

DATED at Mississauga this 11 day of July 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 19th day of July 2012 7th (LM) (AB) (LM)

AMONG:

Juan Fernando Gaviria
Adriana Maria Gaviria
(hereinafter called the "Assignor")

OF THE FIRST PART:

- and - Lucie Claudine Boyd Marigliano

(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 7th day of July 2012 10th July 2012 and accepted the day of July 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 2, Level 4/D, Suite 402 together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 270 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. 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 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 and the consideration for the Transfer/Deed to the Assignee shall be reflect 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

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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.

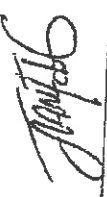
6. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and 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) 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 ensure 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 12 day of July 2017

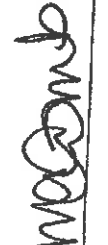
Witness


Witness


(Assignor) Juan Fernando Gaviria

Adriana Maria Gaviria (Assignor)

Witness

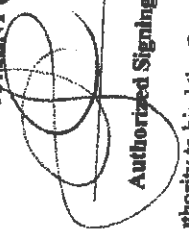

Witness


(Assignee) LUCIE CLAUDINE MARIOLIANO

(Assignee)

Witness

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: 

Name:

Title:

Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: LUCIE CLAUDINE MARIGLIANO

DATE OF BIRTH

19970606

ADDRESS:

YYYYMMDD

35 Belmont St

SIN #

MY0A3

PHONE:

Tel:

Cell: 647 926 4801

Facsimile:

E-mail:

luciemarigliano@hotmail.com

ASSIGNEE

NAME:

DATE OF BIRTH

ADDRESS:

YYYYMMDD

SIN #

PHONE:

Tel:

Cell:

Facsimile:

E-mail:

ASSIGNEE'S SOLICITOR:

NAME:

Adam Freud

KROL FREUD LLP.

ADDRESS:

400 University Ave - Suite 201

Toronto - M5G 1S5

PHONE:

Bus: 416-253-4842

Facsimile:

E-mail:

adam@krolfreud.com

01A2026

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR member whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the offer is accepted by the offer.

Transaction Property Address: 510 Curran Place, Suite 4102
Sales Representative/Broker Name: _____
Date Information Verified/Credit File Consulted: _____

A. Verification of Individual

NOTE: One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or intermediary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: LUCLÉ CLAU DINE
2. Address: 35 BAL LU TO ST
3. Date of Birth: JUNE 6 1997
4. Nature of Principal Business or Occupation: STUDENT

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.
1. Type of Identification Document: Passport
2. Document Identifier Number: H5168342
3. Issuing Jurisdiction: Canada
4. Document Expiry Date: 01 Apr / Apr 2016
Country: SWITZERLAND

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.
1. Name of Canadian Credit Bureau Holding the Credit File: CIBC
2. Reference Number of Credit File: _____

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.
☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
☐ Name of Source: _____
☐ Account Number** _____
☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*
☐ Name of Source: _____
☐ Account Number** _____
☐ Verify the individual's name and confirm a financial account*
☐ Name of Source: _____
☐ Financial Account Type: _____
☐ Account Number** _____

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.



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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain:

Date on which above measures taken:

2. Reason why measures were taken (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain:

B. Verification of Third Parties

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.
Is the transaction being conducted on behalf of a third party according to the client? (check one):

- ☐ Yes
☐ No

Measures taken (check one):

- ☐ Asked if client was acting on behalf of a third party
☐ Other, explain:

Date on which above measures taken:

Reason why measures were unsuccessful (check one):

- ☐ Client did not provide information
☐ Other, explain:

Indicate whether there are any other grounds to suspect a third party (check one):

- ☐ No
☐ Yes, explain:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party:

2. Address:

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue (if applicable):

6. Relationship between third party and client:



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Individual Identification Information Record

NOTE: Only complete Sections C and D for your clients.

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident - High Crime Area - No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

N/A

Medium Risk

☐ Explain:

N/A

High Risk

- ☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- ☐ Other, explain:

N/A

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.



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Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Residential property
☐ Commercial property
☐ Other, please specify:
- ☐ Residential property for income purposes
☐ Land for Commercial Use

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - If you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.



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[illegible]



Banking that fits your life

MY ACCOUNTS

ACCOUNT: LUCIE MARIOLANO YOUR UNIT NUMBER: 100 3 2017 at 6:32 AM ET

Deposit Accounts Credit Balance

\$22,134.33 \$0.00 Apply for a new product!

View Limit For Credit

Available Funds

Balance

Deposit Accounts

Chequing

00502 64-66192

Savings

00502 64-66281

7001

CIBC MISA

\$500.00

\$0.00

PSV2 #4102 (Black) Hargrave

Aug 3 2017 06:45:26

18 2203 YORKVILLE AVENUE TORONTO ON M4W 3

1417 926-48

PSV

PSV2

Suite 4102
Unit 2 Level 40
Floor Plan BLANC

AGREEMENT OF PURCHASE AND SALE

The undersigned, **JUAN FERNANDO GAVIRIA** (collectively, the "Purchaser"), hereby agrees with Amacon Development (City Centre) Corp. (the "Vendor") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with 1 Parking Unit(s), and 1 Storage Unit(s), to be located in the proposed condominium project known as PSV2 in Mississauga, Ontario, Canada (the "Building") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

1. The purchase price of the Unit (the "Purchase Price") is Four Hundred Thirty-Seven Thousand Nine Hundred (\$437,900.00)) DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:

- (a) to Blaney McMurtry LLP (the "Vendor's Solicitors"), in Trust, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:
 - (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
 - (ii) the sum of Nineteen Thousand Eight Hundred Ninety-Five (\$19,895.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
 - (iii) the sum of Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00) 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 Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00) 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 Forty-Three Thousand Seven Hundred Ninety (43,790.00) 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);
- (b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.
- 2. (a) The Purchaser shall occupy the Unit on December 01, 2015 being the First Tentative Occupancy Date set in accordance with the TARIION Statement of Critical Dates ("TARIION Statement") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARIION Statement and the TARIION Delayed Occupancy Warranty Addendum (together, the "TARIION Statement and Addendum") annexed hereto (the "Occupancy Date").
- (b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARIION Statement and Addendum (the "Closing Date"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A" (Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARIION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARIION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 7 day of July 2012.
SIGNED, SEALED AND DELIVERED
in the Presence of:



Witness:



Purchaser: JUAN FERNANDO GAVIRIA D.O.B. 05-JUL-76 S.I.N. 639-640-102

DATED at Mississauga this 16 day of July 2012.

Vendor's Solicitor:
BLANEY MCMURTRY LLP
2 Queen Street East, Suite 1500
Toronto, Ontario M5C 3C6
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:


Authorized Signing Officer

I/We have the authority to bind the Corporation.

20% -> \$87,580
(Now, Trust: \$91,108.91)

PSV2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

JUAN FERNANDO GAVIRIA (the "Purchaser")

Suite 4102 Tower TWO Unit 2 Level 40 (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 Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00) 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 Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00) 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 Forty-Three Thousand Seven Hundred Ninety (43,790.00) 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 Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00) 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 eighty (180) days following the date of execution of this Agreement by the Purchaser;

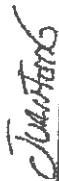
(iv) the sum of Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated two hundred and seventy (270) days following the date of execution of this Agreement by the Purchaser; and

(v) the sum of Twenty-One Thousand Eight Hundred Ninety-Five (\$21,895.00) 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 7 day of July 2012.

SIGNED, SEALED AND DELIVERED
In the Presence of:


Witness


Purchaser - JUAN FERNANDO GAVIRIA

Accepted at Mississauga this 1 day of July 2012.
AMACON DEVELOPMENT (CITY CENTRE) CORP.

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



Banking that fits your life.

July 3, 2017 at 6:48 a.m. ET

MY ACCOUNTS

16 2203 YORKVILLE AVENUE TORONTO, ON M4W 3Y8
luciemarielano@hotmail.com
847-928-4801

Welcome, LUCIE MARIELANO. Your last visit: July 3, 2017 at 6:32 a.m. ET.

Deposit Accounts	Credit Balance	
\$522,134.33	\$0.00	+ Apply for a new product

[View](#) [List](#) [Pls Charts](#)

Available Funds

Balance

Deposit Accounts

[Chequing](#)
00502-64-66192

\$522,134.33

[Savings](#)
00502-64-66281

\$0.00

Credit

[CIBC VISA](#)
4802 2000 4004 8479
[Link Account](#)

\$0.00

Investments

You don't have any investments with CIBC. [Apply for an investment product today.](#)

Note:

"My Accounts" includes the online accounts you hold with CIBC and its affiliates. For help, please contact the CIBC Online Banking® support line at 1-866-872-2422.

+ Trademarks and Disclaimers

<https://www.cibconline.cibc.com/ebm-resources/public/banking/cibc/client/web/index.html#/accounts>

03/07/17, 12:47
Página 1 de 1

Sam McDadi Real Estate Inc.
Trust Trade Review

B.1)

Trade #: 124862
Address: 510 Curran Place 4102
Buyer: Lucie Mangliano
Address: 18 Yorkville Avenue Toronto M4W-3Y8

Trade #	Description	Outstanding	Code	Reference	Date	Amount
124862	Lucie Mangliano		D	CH# WIRE	06/29/2017	35,000.00
						35,000.00

Reviewed by: _____

Assignors Solicitors

Khurana Law Firm

Ph 905-791-0900

Fax 905-791-0400

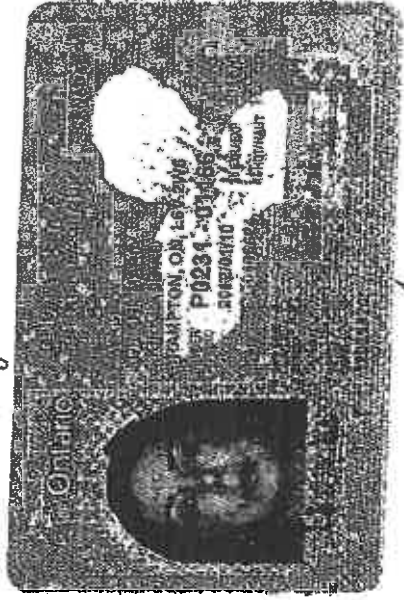
Email hp@khurana.lawyer.com

2130 North Park Drive Unit 248

Brampton, ON

L6S 5M4

Assignor



4

Original APS using maiden
name

Wife is now using
married name. Name
on original APS has her
maiden name

Confirm with Andrea
if it's ok if we
make a copy of new
ID with married name
to support the name change
on Assignment Docs?
* Attach it to this photocopy
of her previous ID.
* Ask if we need new financial?