Worksheet

Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Suite: 2806 **Tower:** PSV2 **Date:** May 13/17 **Completed by:** Andrea.

Please mark if completed:

- ✓ Copy of Assignment Amendment
- ✓ Assignment Agreement Signed by both Assignor and Assignee
- ✓ Certified Deposit Cheque for Top up Deposit to 25% payable to Blaney McMurtry LLP in Trust * See note.
- ✓ 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). $0.00
- Agreement must be in good standing. Funds in Trust: $ ✓ * Blaney directed them to Sales office to submit PoA.
- ✓ 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:

* Top up is with Assignee's lawyer / Assignor's lawyer they have same lawyer

* PoA document Registered in Ontario and Lawyer provided declaration.

PSV2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

JAN DYSIEWICZ (the "**Purchaser**")
Suite **2806** Tower **TWO** Unit **6** Level **27** (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

2.2 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

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

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

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

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

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

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

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

(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 24th day of August **2012.**

Witness

Purchaser **JAN DYSIEWICZ**

DATED at TORONTO this 28 day of AUGUST **2012.**

AMACON DEVELOPMENT (CITY CENTRE) CORP

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

SUITE 2806 UNIT 6 LEVEL 27

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 13th day of May ~~2016.~~ 2017

A M O N G:

JAN DYSIEWICZ

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

OF THE FIRST PART;

- and -

KAROLINA HORTA

(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 25th day of August 2012 and accepted the 28th day of August 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the "**Agreement**"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 6, Level 27, Suite 2806, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 510 Curran Place (PSV2), Mississauga, Ontario (the "**Property**");

(B) The Assignor has agreed to assign the Agreement and all deposits tendered by the Purchaser thereunder as well as any monies paid for extras or upgrades, monies paid as credits to the Vendor (or its solicitors) in connection with the purchase of the Property to the Assignee and any interest applicable thereto (the "**Existing Deposits**"), and the Assignee has agreed to assume all of the obligations of the Assignor under the Agreement and to complete the transaction contemplated by the Agreement in accordance with the terms thereof; and

(C) The Vendor has agreed to consent to the assignment of the Agreement by the Assignor to the Assignee.

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

1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;

2. The Assignor acknowledges that any amounts paid by the Assignor for Existing Deposits will not be returned to the Assignor in the event of any default or termination of the Agreement and the Assignor expressly acknowledges, agrees and directs that such amounts shall be held by the Vendor as a credit toward the Purchase Price of the Unit.

3. 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 13 day of 5 20 12.

Witness	**(Assignor)** JAN DYSIEWICZ
Witness	**(Assignor)**
Witness	**(Assignee)** KAROLINA HORTA
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: KAROLINA HORTA

DATE OF BIRTH: 1981/01/19 (YYYYMMDD) SIN #

ADDRESS: 3265 KINGS MASTING CRES. MISS. ON L5L 1G5

PHONE: Tel: 416 993 7198
Cell:
Facsimile:

E-mail: KAROLMORTGAGE@GMAIL.COM

ASSIGNEE

NAME:

DATE OF BIRTH: YYYYMMDD SIN #

ADDRESS:

PHONE: Tel:
Cell:
Facsimile:

E-mail:

ASSIGNEE'S SOLICITOR:

NAME: IWONA GANCZAK

ADDRESS: 204 QUEEN ST. SOUTH, UNIT 202 MISS. ONT L5M 1L3

PHONE: Bus: 905 997 7557
Facsimile: 905 997 8557

E-mail: iganczak@ganczaklaw.com

KOH

Donor(s)

Name DYSIEWICZ, JAN

Address for Service 323 Lara Woods
Mississauga, L5A 3B1

Donee(s) *Capacity* *Share*

Name NASARZEWSKI, JACK

Address for Service 204 Queen St. South #201
Mississauga, ON L5M 1L3

Statements

The Power of Attorney is attached hereto as an image in electronic format, is still in full force and effect, and has not been revoked.See Schedules

The power of attorney is for a limited purpose.

The Donee(s) is the applicant for the registration of this document.

I George Azan solicitor make the following law statement I prepared this power of attorney for the limited purpose described in the attached document. The Donor executed the documents in Poland at the Canadian embassy in Warsaw, Poland. There were two witnesses present at the signing and both were the age of majority. I validated the power of attorney via a Skype call with the Donor and I believe that he was of sound mind and fully understood the document he signed..

Signed By

George Mark Anthony Azan 57 Kaitting Trail
Oakville
L6M 0T6 acting for Applicant(s) Signed 2017 04 26

Tel 647-620-6630

Fax

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GEORGE MARK ANTHONY AZAN BARRISTER & SOLICITOR 57 Kaitting Trail
Oakville
L6M 0T6 2017 04 26

Tel 647-620-6630

Fax

Fees/Taxes/Payment

Statutory Registration Fee $63.35

Total Paid $63.35

File Number

Donor Client File Number : 17-01POA

Donee Client File Number : 17-01POA

SPECIAL POWER OF ATTORNEY FOR PROPERTY

THIS SPECIAL POWER OF ATTORNEY is given by JAN DYSIEWICZ (DOB 21/June/1954) of the City of Mississauga and the Province of Ontario, in accordance with and pursuant to the provisions of the *Substitute Decisions Act*, S.O. 1992, c.30, as amended.

I. APPOINTMENT OF ATTORNEY

I appoint JACK NASARZEWSKI (DOB 21/May/1964), of the City of Mississauga and the Province of Ontario to be my attorney in accordance with the Substitute Decisions Act, 1992, S.O. 1992, c. 30 (the "Act. Subject to any conditions and restrictions contained herein, I authorize my attorney to do, on my behalf, anything that I can lawfully do by an attorney, and specifically, all documents concerning assignment of the Agreement of Purchase and Sale regarding the property municipally known as suite 2806-510 Curran Place in the City of Mississauga ("subject property").

II. SPECIFIC POWER

(a) This Power of Attorney shall be exclusively for the purposes of completing all matters necessary for the preparation and execution of all documents concerning assignment of the Agreement of Purchase and Sale regarding the property municipally known as suite 2806-510 Curran Place in the City of Mississauga. My attorney shall act in accordance with *Substitute Decisions Act* of the Province of Ontario, as may be amended from time to time.

(b) Without limiting the generality of the foregoing, the power shall extend to the signing of all documents related to entering into an assignment agreement and execution of all documentation necessary for the completion of any transaction contemplated therein.

(c) Notwithstanding anything contained herein, this Power of Attorney shall permit the donee to release any and all possessory and/or proprietary rights I may have under the Family Law Act, R.S.O. 1990, c. F.3, relating to the subject property described in paragraph (a).

(d) This Special Power of Attorney so granted shall be irrevocable by me.

III. EFFECT OF POWER OF ATTORNEY

In making this power of attorney for property, I hereby confirm that I am aware.

(a) of the nature and extent of my property;

(b) of the obligations that I owe to my dependents, if any;

(c) that, subject to any conditions or restrictions which I specifically express in this document, my attorney will be able to do on my behalf anything in respect of the subject property that I could do if capable,

(d) that my attorney must account for his or her dealings with the subject property;

(e) That there is a possibility that my attorney could misuse the authority given to him or her by this power of attorney, and as a result thereof, I could suffer possible extreme and irreparable prejudice by having some or all of my property improperly taken from me and by being unable to recover any or all of it; however, I confirm that I have taken this possibility into mind before deciding to appoint my attorney named herein

IV. CONDITIONS AND RESTRICTIONS

This Power of Attorney is subject to the following conditions, restrictions and supplementary powers:

Exercise all Powers Without limiting the authority of my attorney, I authorize my attorney to exercise all such powers in my name as I would have been able to exercise had I chosen to exercise the powers myself.

Express Conditions or Restrictions The foregoing paragraphs are intended to provide specific instances in which my attorney is authorized to act on my behalf. Accordingly, I wish to confirm that my attorney shall have the authority to do anything on my behalf that I could do, subject to the following conditions or restrictions:

(a) This Power of Attorney is restricted to the preparation and execution of all documents concerning assignment of the Agreement of Purchase and Sale regarding the property municipally known as suite 2806-510 Curran Place in the City of Mississauga.

(b) The Power of Attorney shall be for a period of 120 (hundred twenty) days from the date on which this Power of Attorney is given until August 23, 2017 This Special Power of Attorney is not intended to revoke the provisions of any general Power of Attorney given by JAN DYSIEWICZ and the provisions of this Special Power of Attorney are deemed to be amended so as not to revoke any of the provisions contained in any general Power of Attorney given by JAN DYSIEWICZ.

V. DELEGATION

I specifically authorize my attorney to delegate any act or authority that my attorney may exercise to another person, and to thereafter revoke or suspend such delegation. However, my attorney shall remain personally liable to myself and my estate for all actions taken or omitted to be taken by the person to whom such authority was delegated.

VI. FAMILY LAW CONSENT

If my spouse shall 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 the attorney(s) named in this Power of Attorney for me and in my name to consent to the transaction as provided for in subparagraph 21(1)(a) of the said Act. In accordance with the Act, I declare that

this Power of Attorney may be exercised during any subsequent legal incapacity on my part.

VII. **EFFECTIVE DATE**

This power of attorney comes into effect as of the date of execution set out below.

EXECUTED AT the City of [illegible], this [illegible] day of April, 2017 in the presence of both witnesses, both present at the same time.

Witness: Consular Assistant *Name, Address and Occupation:*	JAN DYSIEWICZ (Grantor)
Witness: *Name, Address and Occupation:* Mariola Morawska Consular Assistant	

AFFIDAVIT OF EXECUTION
Of the special Power of Attorney for Property
Of JAN DYSIEWICZ

I. [illegible] of [illegible]
make oath and say/affirm.

1. On 25 April, 2017, I was present and saw the attached Special Power of Attorney for Property executed by JAN DYSIEWICZ.

2. JAN DYSIEWICZ executed the attached Special Power of Attorney for Property in the presence of myself and [illegible] of [illegible] and we were both present at the same time, and signed the document in the grantor's presence as attesting witnesses.

3. At the time I witnessed the execution of the Power of Attorney I was eighteen years of age or older

4. I have no reason to believe that the grantor is incapable of giving a Special Power of Attorney for Property.

5. I am not:

(a) the attorney named in this Power of Attorney nor a spouse of the named attorney;

(b) a spouse or partner of the grantor;

(c) a child of the grantor or a person to whom the grantor has demonstrated a settled intention to treat as her child; or

(d) a person whose property is under guardianship or who has a guardian of the person.

SWORN/AFFIRMED BEFORE ME
at the City of [illegible]
in the [illegible]
this 25 April 2017

[illegible]
A Commissioner for Taking Affidavits etc.

[illegible]
Legal Assistant
Name.

AFFIDAVIT OF EXECUTION
Of the special Power of Attorney for Property
Of JAN DYSIEWICZ

I, [illegible] of [illegible]
make oath and say/affirm:

1. On 25 April, 2017, I was present and saw the attached Special Power of Attorney for Property executed by JAN DYSIEWICZ.

2. JAN DYSIEWICZ executed the attached Special Power of Attorney for Property in the presence of myself and [illegible] of [illegible] and we were both present at the same time, and signed the document in the grantor's presence as attesting witnesses.

3. At the time I witnessed the execution of the Power of Attorney I was eighteen years of age or older.

4. I have no reason to believe that the grantor is incapable of giving a Special Power of Attorney for Property.

5. I am not:

(a) the attorney named in this Power of Attorney nor a spouse of the named attorney;

(b) a spouse or partner of the grantor;

(c) a child of the grantor or a person to whom the grantor has demonstrated a settled intention to treat as her child; or

(d) a person whose property is under guardianship or who has a guardian of the person.

SWORN/AFFIRMED BEFORE ME
at the City of [illegible]
in the [illegible]
this [illegible] 2017

A Commissioner for Taking Affidavits etc.

Name: Marsha Moravsky
Consular Assistant

27

DATED: April ___, 2017

SPECIAL POWER OF ATTORNEY FOR PROPERTY

OF

JAN DYSIEWICZ

NOTARY PUBLIC ACKNOWLEDGMENT

On this the 25th day of April, 2017, JAN DYSIEWICZ personally appeared before me, the undersigned officer, known to me to be the person whose name is subscribed to the within Special Power of Attorney for Property and acknowledged the he/she executed the same as and for his/her respective act and deed for the purposes expressed therein.

In witness whereof I hereunto set my hand and seal.

Notary Public: _____

My Commision Expires: _____

GANCZAK LAW

IWONA GANCZAK HON. BA MA JD
BARRISTER & SOLICITOR

GANCZAK LAW

TEL.905 997 7557
FAX.905 997 8557
IGANCZAK@GANCZAKLAW.COM
WWW.GANCZAKLAW.COM

204 QUEEN ST. SOUTH, UNIT 202 MISSISSAUGA, ON L5M 1L3

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 Curran Place, MISS

Sales Representative/Broker Name: Nazihen

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 mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of Individual: Karolina Horta
2. Address: 3265 Kings Mating Cres., MISS ONT L5L 1G5
3. Date of Birth: 1981/01/19
4. Nature of Principal Business or Occupation: Mortgage Broker

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*: Drivers License (must view the original and have a photo ID that is acceptable by REALTOR Link® for examples)
2. Document Identifier Number: H6666-42608-15719
3. Issuing Jurisdiction: Ontario (insert applicable Province, Territory, Foreign Jurisdiction or Canada) **Country:**
4. Document Expiry Date: 2018/01/19 (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:

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**:** (must be valid and not expired, must be referred to by date)

☐ 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**:** (must be valid and not expired, must be referred to by date)

☐ Verify the individuals' 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.

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:** .....

WEBForms® Apr/2017

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:

Medium Risk

- ☐ Explain:

High Risk

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

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.

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

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

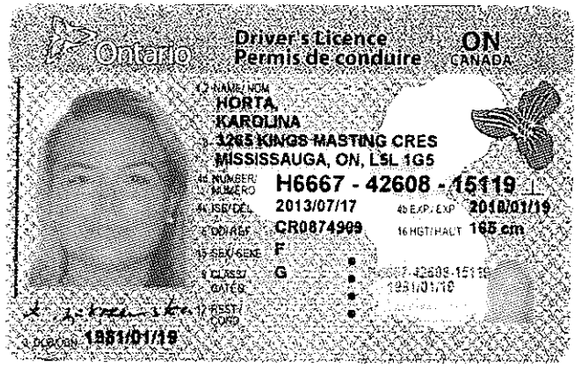
D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

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.



May 13. 2017

karolmortgage@gmail.com

Phone 416 993 7198

OCC: Mortgage Agent/Broker

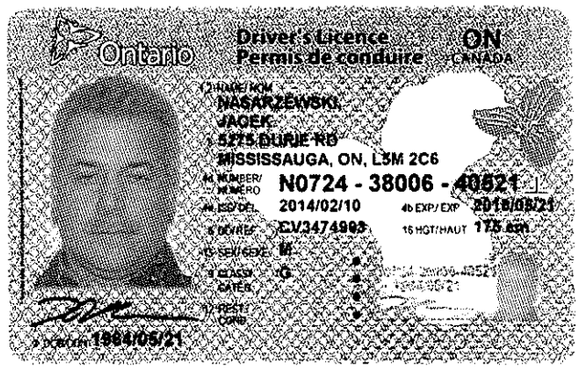
~~Cen~~ ~~Scr~~

Centum Ways Save

Solicitor: Iwona Ganczak

info@ganczaklaw.com

905 997 7557



Ontario

Driver's Licence
Permis de conduire

ON
CANADA

1,2 NAME/NOM
NASARZEWSKI,
JACEK
5 275 DURIE RD
MISSISSAUGA, ON, L5M 2C6

4a NUMBER/NUMÉRO N0724 - 38006 - 40821 12

4b ISS/DÉL. 2014/02/10 4b EXP/EXP 2018/08/21

5 DD/REF CV3474993 16 HGT/HAUT 175 cm

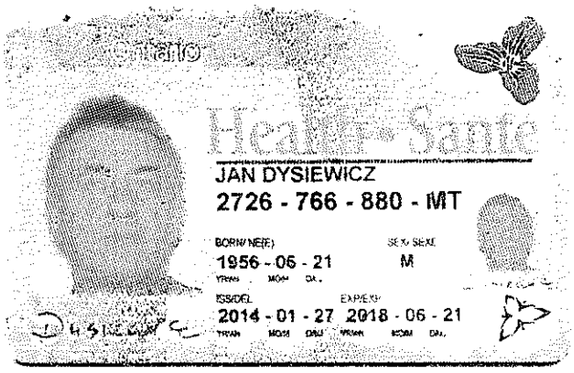
15 SEX/SEXE M

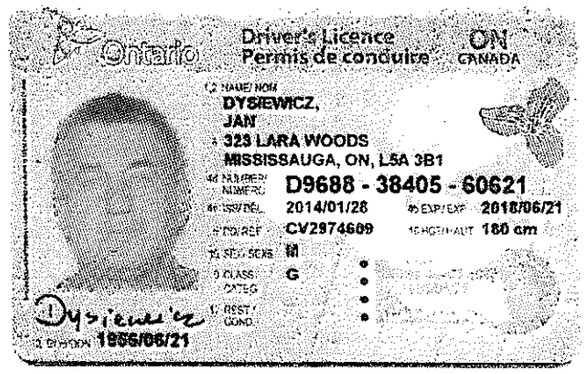
9 CLASS/CATÉG. G

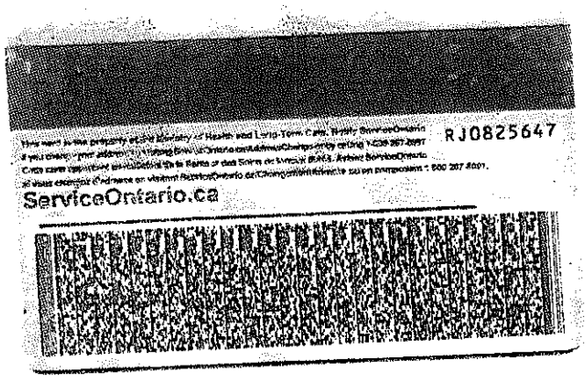
12 REST/COND

3 DOB/DDN 1964/05/21

Apr. 27/17







Embassy of Canada · Ambassade du Canada · Warsaw · Varsovie

April 2017

AMBASSADE DU CANADA
en Pologne
SECTION CONSULAIRE
ul. Jana Matejki 1/5
00-481 Varsovie, Pologne
tel. (+48 22) 584-3343-45

Dorota Elicharz

Consular Officer

CENTUM®
Way2Save Inc.
Brokerage Licence #12010
204 Queen St South suite 201 – Mississauga – Ontario – L5M1L3 – tel: 905.997.7001 – fax: 905.997.1755

Date: April 12, 2017

To whom it may concern:

Borrowers: KAROLINA HORTA

Property: 2806 - 510 Curran Place Mississauga Ontario L5B0J8

Loan Type: conventional 79% - LTV

The above-mentioned applicant(s) has applied for a convention mortgage and has been **approved** based on the provided information. This approval is based on a completed Residential Mortgage Application and verification of applicants' income and credit. This loan approval is based on a purchase price of 320,000

Conditions prior to loan documents are:

1. ☑ Satisfactory appraisal report to support sales price
2. ☑ Satisfactory confirmation of downpayment
3. ☑ Satisfactory confirmation of income
4. ☑ Satisfactory confirmation of full paid last year income taxes
5. ☑ Fully executed agreement of purchase and sale with all schedules and attachments

Funding conditions also apply, but are technical in nature such, proof of insurance, executed loan documents, etc...
Please inform us of any adverse changes in the terms of the purchase transaction.
Please do not hesitate to contact us at our office or with any questions. We look forward to servicing your future real estate financing needs.

Thank you,

Anita Ryzynski Mortgage Agent

Gmail

Karolina Horta <karolmortgage@gmail.com>

Fwd: FW: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

1 message

Jack Nasarzewski <jacknasa@gmail.com> Fri, May 12, 2017 at 2:23 PM
To: Karolina Horta <karolmortgage@gmail.com>

***
jack nasarzewski, amp

---------- Forwarded message ----------
From: **Iwona Ganczak** <iganczak@ganczaklaw.com>
Date: Fri, May 12, 2017 at 2:16 PM
Subject: FW: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp
To: Jack Nasarzewski <jacknasa@gmail.com>

Hi,

I have received a response from the solicitor for the Vendor. I have forwarded to them the copy of the registered POA in my earlier correspondence as per e-mails below. You need to contact the sales office within two (2) business days to discuss directly with the builder.

Please confirm receipt of this e-mail.

Iwona

From: Jenelle Simpson [mailto:JSimpson@blaney.com]
Sent: Friday, May 12, 2017 2:12 PM
To: 'Iwona Ganczak' <iganczak@ganczaklaw.com>
Cc: Tammy A. Evans <TEvans@blaney.com>
Subject: RE: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hello Iwona,

We confirm receipt of your e-mail and the Vendor advised to advise you of the following:

The POA has to be valid and registered in Ontario and an Ontario solicitor who has knowledge of the purchaser and the recipient (donee or attorney) who is being given the power has to provide his/her current unqualified statutory declaration that the POA is valid in Ontario, is in full force and effect and has not been revoked.

Kindly advise your client to attend the sales office to discuss this matter further. Please ensure to advise your client to contact the sales office within two (2) business days otherwise the purchaser will be in default.

Note that the sales centre is not opened today.

Time continues to remain of the essence.

Thank you.

Jenelle Simpson
Law Clerk - Real Estate

jsimpson@blaney.com
416-597-4885

From: Iwona Ganczak [mailto:iganczak@ganczaklaw.com]
Sent: May-04-17 7:03 PM
To: Jenelle Simpson
Subject: FW: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hi Janelle,

Any news from the builder?

Thank you,

Iwona Ganczak

From: Iwona Ganczak [mailto:iganczak@ganczaklaw.com]
Sent: Tuesday, May 2, 2017 2:19 PM
To: 'Jenelle Simpson' <JSimpson@blaney.com>
Subject: RE: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hi Janelle,

Any news on this matter from the vendor?

Kindly please advise.

Iwona Ganczak

From: Iwona Ganczak [mailto:iganczak@ganczaklaw.com]
Sent: Friday, April 28, 2017 5:43 PM
To: 'Jenelle Simpson' <JSimpson@blaney.com>
Subject: RE: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hi Janelle,

Thank you for your e-mail. Have a good weekend.

From: Jenelle Simpson [mailto:JSimpson@blaney.com]
Sent: Friday, April 28, 2017 5:25 PM
To: 'iganczak@ganczaklaw.com' <iganczak@ganczaklaw.com>
Cc: Tammy A. Evans <TEvans@blaney.com>
Subject: RE: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hello Iwona,

We confirm receipt of your e-mail and have forwarded same to the Vendor for verification. Once we have received instruction from the Vendor we will advise you.

Thank you.

Jenelle Simpson
Law Clerk - Real Estate

jsimpson@blaney.com
416-597-4885

From: Iwona Ganczak [mailto:iganczak@ganczaklaw.com]
Sent: April 28, 2017 3:38 PM
To: Jenelle Simpson
Cc: Tammy A. Evans
Subject: FW: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hi Janelle,

I would like to add to the previous e-mail that the person to whom this agreement is to be assigned (the assignee) is in the position to close this transaction and I have been provided with the required deposit attached thereto, which is being held by my office in trust.

Iwona Ganczak

From: Iwona Ganczak [mailto:iganczak@ganczaklaw.com]
Sent: Friday, April 28, 2017 1:53 PM
To: 'Jenelle Simpson' <JSimpson@blaney.com>
Cc: 'Tammy A. Evans' <TEvans@blaney.com>
Subject: FW: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hi Janelle,

I am writing further to our conversation today. As per the letter that I have received from your office, the occupancy closing was extended until yesterday—however, there has been a confusion at the builder's office that has resulted in us not being able to close it at the required time.

As all parties are aware, the purchaser, Jan Dysiewicz, is currently in Poland and he wishes to assign the said agreement and proceed with the occupancy closing. Since he is in Poland, the builder advised that he needs to provide an acceptable Power of Attorney executed and registered prior to signing of any of the documents via Power of Attorney. Since we are dealing with a different jurisdiction, and after numerous consultations with the builder, my client has executed the Power of Attorney in the Canadian Embassy in Warsaw in Poland and the said Power of Attorney has been registered as PR3115759 on 2017/04/06 and attached hereto. The entire effort behind obtaining the Power of Attorney was to allow my client to appoint an attorney to sign the documents on his behalf and to assign this transaction via Power of Attorney as he is not able to provide the funds required on occupancy closing.

As per your letter, the Attorney, has immediately contacted the builder and the earliest appointment that he was able to get was yesterday. Only yesterday, the Attorney was advised that the Power of Attorney is acceptable and that they can proceed with same. The builder started preparing the documents for assignment when they realized that the occupancy date was yesterday. The builder further advised that they want all amounts paid as per your letter and the Interim Statement of Adjustment prior to signing of the assignment.

Since the builder was only able to see the Attorney yesterday and only yesterday the POA was approved, it was not possible to meet the required deadline. You may confirm the details of this occurrence directly with the builder's office.

We therefore request the following:

1. an extension of the Occupancy date until Tuesday May 2, 2017.
2. a written confirmation from your office that the Agreement can be assigned via Power of Attorney.
3. all fess, if any, that will be **in addition** to the fees payable to reinstate the agreement and the Interim Occupancy closing amounts (you have mentioned today that there might be a fee on account of same).

If possible, and in interest of all involved, we would like the assignment of the agreement to occur prior to occupancy. If this is possible, and taking into account that it might take a few days to process such request, another date might be required for occupancy, other than the date requested above, and such date would have to be coordinated with the builder's office (as they process the assignment) to ensure that all deadlines are met.

Thank you for your attention to this matter.

Iwona Ganczak

From: Iwona Ganczak [mailto:iganczak@ganczaklaw.com]
Sent: Thursday, April 27, 2017 5:01 PM
To: 'Jenelle Simpson' <JSimpson@blaney.com>
Subject: FW: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development (City Centre) Corp

Hi Janelle,

I have not heard back regarding the direct deposit.

Please confirm that the only amounts that we have to pay is $2825 on account of revival (payable to the builder) and 565 on account of your legal fees.

Do you need other amounts and cheques as per Interim Statement of Adjustments to be delivered to your office at this time as well.

Please advise,

Iwona Ganczak

From: Iwona Ganczak [mailto:iganczak@ganczaklaw.com]
Sent: Friday, April 21, 2017 1:10 PM
To: 'Jenelle Simpson' <JSimpson@blaney.com>
Subject: FW: FW: URGENT -- Suite 2806, 510 Curran Place Mississauga Dysiewicz p/f Amacon Development

(City Centre) Corp

Hi Janelle,

Attached please find signed extension letter.

Sincerely,

Iwona Ganczak

Iwona Ganczak, Hon. B.A., M.A., J.D.

Barrister & Solicitor & Notary Public

204 Queen Street South, Unit 202

Mississauga, Ontario, L5M 1L3

T: 905-997-7557

F: 905-997-8557

E: iganczak@ganczaklaw.com

[you may also contact my assistant, Barbara Wilk, at info@ganczaklaw.com]