Worksheet

Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Suite: 1109 Tower: PSv2 Date: Apr. 19/17 Completed by: Silvi

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%~~ 20% payable to <u>Blaney McMurtry LLP in Trust</u>
- ✓ Certified Deposit Cheque for Assignment fee as per the Assignment Amendment payable to <u>Amacon City Centre Seven New Development Partnership</u>. Courier to Dragana at Amacon Head office (Toronto). N/A free Assignment
- ✓ Agreement must be in good standing. Funds in Trust: $ 54,091 .
- ✓ 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

<u>Note:</u>

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

Administration Notes:

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

NICK SANSALONE (the **"Purchaser"**)
Suite **1109** Tower **TWO** Unit **9** Level **11** (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 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.

SUITE 1109 UNIT 9 LEVEL 11

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this   day of   2017.

A M O N G:

[illegible]

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

OF THE FIRST PART;

- and -

[illegible]

(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 11th day of June, 2012 and accepted the 11th day of June, 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 9, Level 11, Suite 1109 together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV 2, 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 9 day of April 2017

Witness (Assignor)

Witness (Assignor)

Witness (Assignee)

Witness (Assignee)

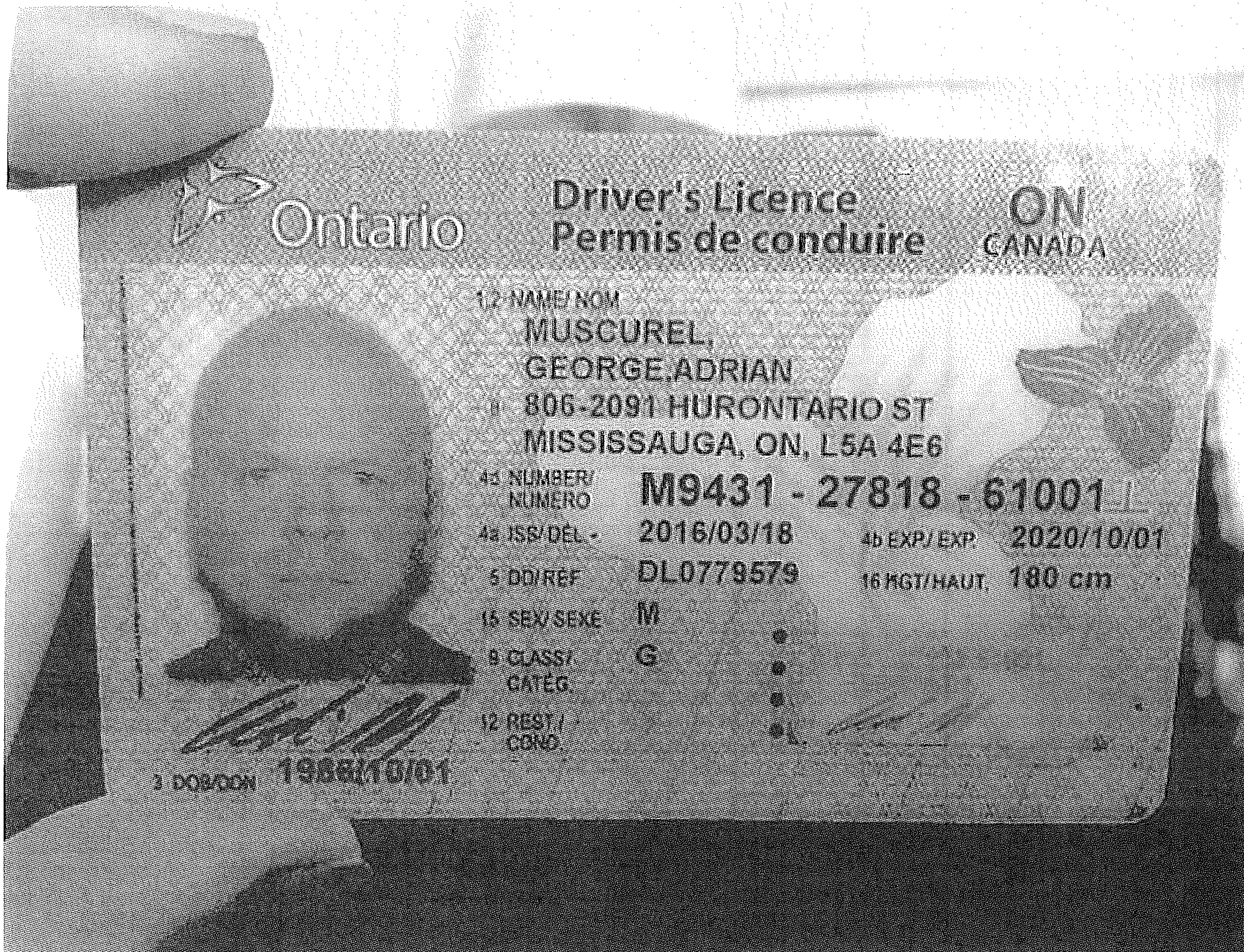
ASACON DEVELOPMENT (CITY CENTRE) INC.

Per:
Name:
Title: Authorized Signing Officer
I have authority to bind the Corporation

Schedule "A'

Details of Assignee

ASSIGNEE	NAME:	Sabrina Louise D'Amore
	DATE OF BIRTH	1985/10/02 (YYYYMMDD) 533 503 975 (SIN #)
	ADDRESS:	116 Lewis Honey Drive, Aurora ON L4G 0J3
	PHONE:	Tel: 647-308 6562 Cell: Facsimile:
	E-mail:	damore.sabrina@gmail.com
ASSIGNEE	NAME:	George Adrian Muscurel
	DATE OF BIRTH	1986/10/01 (YYYYMMDD) 535 037 048 (SIN #)
	ADDRESS:	806-~~2091~~ 2091 Hurontario St Mississauga L5A 4E6
	PHONE:	Tel: 647-891-7849 Cell: Facsimile:
	E-mail:	adrian.muscurel@gmail.com
ASSIGNEE'S SOLICITOR:	NAME:	DAVID GAZZALONE
	ADDRESS:	2940 Bloor St W Etobicoke M8X 1B6
	PHONE:	Bus: 647 748 5044 Facsimile: 647 748 5144
	E-mail:	davidg@dglaw.ca


Ontario
Driver's Licence
Permis de conduire
ON
CANADA
1,2 NAME/ NOM
MUSCUREL,
GEORGE,ADRIAN
8 806-2091 HURONTARIO ST
MISSISSAUGA, ON, L5A 4E6
4d NUMBER/ NUMÉRO
M9431 - 27818 - 61001
4a ISS/DÉL.-
2016/03/18
4b EXP/EXP
2020/10/01
5 DD/REF
DL0779579
16 HGT/HAUT.
180 cm
15 SEX/SEXE
M
9 CLASS/ CATÉG.
G
12 REST./ COND.
3 DOB/DDN


Ontario
Driver's Licence
Permis de conduire
ON
CANADA
1,2 NAME/ NOM
D'AMORE,
SABRINA,LOUISE
8 116 LEWIS HONEY DR
AURORA, ON, L4G 0J3
4d NUMBER/ NUMÉRO
D0365 - 68368 - 56002
4a ISS/ DÉL.
2015/08/12
4b EXP/ EXP.
2020/10/02
5 DD/RÉF.
DG5918244
16 HGT/HAUT.
157 cm
15 SEX/ SEXE
F
9 CLASS/ CATÉG.
G
12 REST/ COND.
X

OREA Ontario Real Estate Association

Individual Identification Information Record

Toronto Real Estate Board

Form 630 for use in the Province of Ontario

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 Mississauga Unit 1109

Sales Representative/Broker Name: ANTHONY SUNTVA

Date: April 7 2017

A. Verification of Individual

NOTE: This section must be completed for clients that are individuals or unrepresented individuals who are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where an unrepresented individual refuses to provide identification after reasonable efforts are made to verify that identification, a REALTOR® member must keep a record of that refusal and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves property from the proceeds of crime, or terrorist activity. Where you are using an agent or mandatary to verify an individual, see procedure described in CREA's FINTRAC Compliance manual.

1. **Full legal name of individual:** Sabrina Louise D'Amore and George ~~Adrian~~ Adrian Muscurel
2. **Address:** 116 Lewis Honey Drive Aurora L4G 0J3
   806-2901 Hurontario St Mississauga L5A 4E6
3. **Date of Birth:** 1985/10/02 — 1986/10/01
4. **Nature of Principal Business or Occupation:** Teacher / Salesperson
5. **Type of Identification Document*:** DRIVERS LICENCE
   (must view the original, see below for list of acceptable documents)
6. **Document Identifier Number:** D0365-68368-56002 — M9431-27818-61001
7. **Issuing Jurisdiction:** ONTARIO
   (Provincial, Territorial, or Federal Government)
8. **Document Expiry Date:** 2020/10/02 / 2020/10/01
   (must be valid and not expired)

*Acceptable identification documents: birth certificate, driver's licence, provincial health insurance card (not acceptable if from Ontario, Nova Scotia, Manitoba or Prince Edward Island), passport, record of landing, permanent resident card, old age security card, a certificate of Indian status, or SIN card (although SIN numbers are not to be included on any report sent to FINTRAC). Other acceptable identification documents: provincial or territorial identification card issued by the Insurance Corporation of British Columbia, Alberta Registries, Saskatchewan Government Insurance, the Department of Service Nova Scotia and Municipal Relations, the Department of Transportation and Infrastructure Renewal of the Province of Prince Edward Island, Service New Brunswick, the Department of Government Services and Lands of the Province of Newfoundland and Labrador, the Department of Transportation of the Northwest Territories or the Department of Community Government and Transportation of the Territory of Nunavut. If identification document is from a foreign jurisdiction, it must be equivalent to one of the above identification documents.

B. Verification of Third Parties *(if applicable)*

NOTE: Complete this section of the form when a client or unrepresented individual is acting on behalf of a third party. Where you cannot determine if there is a third party, but there are reasonable grounds to suspect the individual is acting on behalf of a third party, you must keep a record of that fact.

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:**

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.

D. Business Relationship

(ask your Compliance Officer when this section is applicable if you don't know)

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 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.

OREA Ontario Real Estate Association

Form 150
for use in the Province of Ontario

Assignment of Agreement of Purchase and Sale
Condominium

Toronto Real Estate Board

This Assignment of Agreement of Purchase and Sale dated this 25 day of March 20 17

ASSIGNEE, Sabrina D'Amore and George Adrian Musourel, agrees to purchase from
(Full legal names of all Assignees)

ASSIGNOR, Nick Sansalone, the following
(Full legal names of all Assignors)

THE ASSIGNOR'S INTEREST IN THE REAL PROPERTY:

a unit in the condominium property located at 510 Curran Pl. Unit 1109

in the City of Mississauga being

Unit No. 9 Level No. 11 Condominium Plan No.

Building No. 510 known as Unit No. 1109 together with ownership
(Apartment/Townhouse/Suite/Unit)

or exclusive use of Parking Space(s) one parking space, together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s) one locker together with seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "property". 440,000 AA

PURCHASE PRICE: FORTY ~~Fourty Five~~ AA Dollars (CDN$) ~~430,000.00~~ ~~445,000~~

Four Hundred ~~Thirty~~ Thousand Dollars

DEPOSIT: Assignee submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty-Five Thousand Dollars (CDN$) 25,000.00

by negotiable cheque payable to Orion Realty Corporation, Brokerage "Deposit Holder" to be held in trust pending completion or other termination of this Assignment agreement ("Assignment") and to be credited toward the Purchase Price on completion. For the purposes of this Assignment, "Upon Acceptance" shall mean that the Assignee is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Assignment agreement. The parties to this Assignment hereby acknowledge that, unless otherwise provided for in this Assignment, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

The Assignee and Assignor acknowledge that the Purchase Price noted above includes both the purchase price the Assignor is paying for the property as indicated in the Agreement of Purchase and Sale between the Assignor and the seller of the property attached hereto as Schedule C, and also includes the amount being paid by the Assignee to the Assignor as payment for the Assignment Agreement. The Assignee and Assignor agree that the funds for this transaction will be calculated and paid as set out in Schedule B attached hereto and forming part of this Agreement.

Assignee agrees to pay the balance as more particularly set out in Schedules A and B attached.

Schedules A, B (Calculation of funds for this Agreement),
C (Agreement of Purchase and Sale that is the subject of this Assignment),

attached hereto form(s) part of this Agreement.

INITIALS OF ASSIGNEE(S): DS SO DS AA **INITIALS OF ASSIGNOR(S):** AA

ASSIGNEE ~~Assignor~~ ~~Assignee~~ M.A. M.A. 8:00

1. **IRREVOCABILITY:** This offer shall be irrevocable by ~~Assignee~~ ~~Assignor~~ (Assignor/Assignee) until ~~1:00~~ 8:00 p.m. on the ~~26~~ 27 M.A. day of March 20 17, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Assignee in full without interest.

2. **ASSIGNMENT:** The Assignor agrees to grant and assign to the Assignee, forthwith all the Assignor's rights, title and interest, in, under and to the Agreement of Purchase and Sale attached hereto in Schedule "C".

3. **ASSIGNEE COVENANTS:** The Assignee hereby covenants and agrees with the Assignor that forthwith upon the assignment of the Agreement of Purchase and Sale it will assume, perform, comply with and be bound by, all obligations, warranties and representations of the Assignor as contained in the Agreement of Purchase and Sale as if the Assignee had originally executed the Agreement of Purchase and Sale as buyer with the seller.

4. **ASSIGNOR COVENANTS:** The Assignor covenants and represents that:
   (a) the Assignor has the full right, power and authority to assign the prior Agreement of Purchase and Sale attached hereto as Schedule "C" (the "Agreement of Purchase and Sale") and the Assignor's interest in the property;
   (b) the Agreement of Purchase and Sale attached hereto as Schedule "C" is a full and complete copy thereof and has not been amended, supplemented, terminated or otherwise changed in any way and is in good standing and has not previously been assigned.
   (c) the Assignor will not amend the Agreement of Purchase and Sale without the Assignee's prior written consent;
   (d) after acceptance of this Assignment Agreement until the earlier of termination or completion of the Agreement of Purchase and Sale attached hereto as Schedule "C", the Assignor will not further assign the Agreement of Purchase and Sale.
   (e) neither party to the Agreement of Purchase and Sale (Schedule C) has done any act in breach of the said Agreement of Purchase and Sale or committed any omission with respect to the said Agreement of Purchase and Sale.

5. **NOTICES:** The Assignor hereby appoints the Listing Brokerage as agent for the Assignor for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Assignee's Brokerage) has entered into a representation agreement with the Assignee, the Assignee hereby appoints the Assignee's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Assignor and the Assignee (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Assignee or the Assignor for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, **"Document"**) shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to the facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 905-286-5271 (For delivery of Documents to Assignor) FAX No.: .... (For delivery of Documents to Assignee)

Email Address: .... (For delivery of Documents to Assignor) Email Address: michaelcar@royallepage.ca (For delivery of Documents to Assignee)

6. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in (included in/in addition to) the Purchase Price. If the sale of the Property is not subject to HST, Assignor agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

7. **FUTURE USE:** Assignor and Assignee agree that there is no representation or warranty of any kind that the future intended use of the property by Assignee is or will be lawful except as may be specifically provided for in this Assignment.

8. **INSPECTION:** Assignee acknowledges having had the opportunity to inspect the property or the plans and documents for the property to be constructed and understands that upon acceptance of this offer there shall be a binding Assignment agreement between Assignee and Assignor.

9. **PLANNING ACT:** Provided that this Assignment shall not be effective to create or convey an interest in the property unless and until the provisions of the Planning Act RSO 1990 c. P13, as amended are complied with.

INITIALS OF ASSIGNEE(S): DS SO DS AM INITIALS OF ASSIGNOR(S): M.A.

10. **RESIDENCY:** (a) Subject to (b) below, the Assignor represents and warrants that the Assignor is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Assignor shall deliver to the Assignee a statutory declaration that Assignor is not then a non-resident of Canada;
(b) provided that if the Assignor is a non-resident under the non-residency provisions of the Income Tax Act, the Assignee shall be credited towards the Purchase Price with the amount, if any, necessary for Assignee to pay to the Minister of National Revenue to satisfy Assignee's liability in respect of tax payable by Assignor under the non-residency provisions of the Income Tax Act by reason of this sale. Assignee shall not claim such credit if Assignor delivers on completion the prescribed certificate.

11. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Assignee.

12. **PROPERTY ASSESSMENT:** The Assignee and Assignor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Assignee and Assignor agree that no claim will be made against the Assignee or Assignor, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

13. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Assignor and Assignee or by their respective lawyers who may be specifically authorized in that regard.

14. **TENDER:** Any tender of documents or money hereunder may be made upon the Assignor or Assignee or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

15. **APPROVAL OF THE AGREEMENT:** In the event that consent to this Assignment is required to be given by the seller in the Agreement of Purchase and Sale attached hereto in Schedule C, the Assignor will apply, at the sole expense of the Assignor, forthwith for the requisite consent, and if such consent is refused, then this agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Assignee.

16. **AGREE TO CO-OPERATE:** Except as otherwise expressed herein to the contrary, each of the Assignor and Assignee shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Assignment.

17. **DEFAULT BY SELLER:** The Assignee and Assignor acknowledge and agree that if this Assignment Agreement is not completed due to the default of the seller for the Agreement of Purchase and Sale (Schedule C) that is the subject of this Assignment, the Assignor shall not be liable for any expenses, losses or damages incurred by the Assignee and this Assignment Agreement shall become null and void and all moneys paid by the Assignee under this Assignment Agreement shall be returned to the Assignee in full without interest.

18. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice.

19. **CONSUMER REPORTS: The Assignee is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

20. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Assignment (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Assignment including any Schedule attached hereto, shall constitute the entire agreement between Assignee and Assignor. There is no representation, warranty, collateral agreement or condition, which affects this Assignment other than as expressed herein. This Assignment shall be read with all changes of gender or number required by the context.

21. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF ASSIGNEE(S): DS SO DB AM **INITIALS OF ASSIGNOR(S):**

22. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Assignee) Sabrina d'Amore (Seal) DATE 3/25/2017

(Witness) (Assignee) Adrian Mussend (Seal) DATE 3/25/2017

I, the Undersigned Assignor, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Assignor) (Seal) DATE Mar. 26, 2017

(Witness) (Assignor) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .... a.m./p.m. this .... day of ...., 20...........

(Signature of Assignor or Assignee)

INFORMATION ON BROKERAGE(S)

Listing Brokerage ORION REALTY CORPORATION, BROKERAGE Tel.No. (416) 733-7784

(Salesperson / Broker Name)

Co-op/Buyer Brokerage ROYAL LEPAGE REALTY CENTRE Tel.No. (905) 279-8300

MICHAEL CAR

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Assignment Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Assignor) DATE

(Assignor) DATE

Address for Service

Tel.No.

Assignor's Lawyer

Address

Email

Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Assignment Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Assignee) DATE

(Assignee) DATE

Address for Service

Tel.No.

Assignee's Lawyer

Address

Email

Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Assignment Agreement:
In consideration for the Co-operating Brokerage procuring the foregoing Assignment Agreement, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Assignment Agreement. Acknowledged by:

(Authorized to bind the Listing Brokerage)

DocuSigned by: Michael Car

(Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Form 150
for use in the Province of Ontario

Schedule A
Assignment of Agreement of Purchase and Sale - Condominium

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

ASSIGNEE, Sabrina D'Amore and George Adrian Muscurel ...., and

ASSIGNOR, Nick Sansalone ....

for the purchase and sale of 510 Curran Pl. Unit 1109 .... Mississauga ....

.... dated the 25 .... day of March ...., 20 17 ......

BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT: The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in Item 6. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

This Offer is conditional upon the ASSIGNEE arranging, at the ASSIGNEE'S own expense, a new Mortgage satisfactory to the ASSIGNEE in the ASSIGNEE'S sole and absolute discretion. Unless the ASSIGNEE gives notice in writing delivered to the ASSIGNOR personally or in accordance with any other previsions for the delivery of notice in this Assignment of Purchase and Sale or any Schedule thereto not later than Five(5) business days, that this condition is fulfilled, the Offer shall be null and void and the deposit shall be returned to the ASSIGNEE in full without deduction. This condition is included for the benefit of the ASSIGNEE and may be waived at the ASSIGNEE'S sole option by notice in writing to the ASSIGNOR as aforesaid within the time period stated herein.

This offer is Conditional upon the ASSIGNEE'S Solicitor Reviewing the original Agreement of Purchase and Sale known as Schedule C to this Agreement and all schedules, attachments and correspondence with the developer and/or the deverlopers lawer pertaining to the above mentioned property and finding the orginal Agreement Pverurchase of Sale known as Schedule C to this agreement and all schedules, attachment and correspondence with the deverloper and/or the developers lawer satsifactory in the ASSIGNEE'S Solicitor sole and absolute discretion. Unless the ASSIGNEE gives notice in wrtiting delivered to the ASSIGNOR, not later than Ten(10) business days from the date of acceptance of this Assignment agreement, that this condition is fulfilled, this offer shall be null and void and the deposit shall be retuned to the ASSIGNEE in full without deduction. This condition is included for the benefit of the ASSIGNEE and may be waived at the ASSIGNEE'S sole option by notice in writing to the ASSIGNOR within the time period stated herein.

This Offer is Conditional upon the ASSIGNOR obtaining at the ASSIGNOR'S expense, the official VENDOR'S consent of this assignment of the unit know as #1109-510 CURRAN PL. MISSISSAUGA. Unless the ASSIGNOR gives notice in writing to the ASSIGNEE no later than ~~Three (3)~~ Ten (10) business days from ~~Acceptance~~ removal of conditions, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the ASSIGNEE in full without interest of deduction.

The ASSIGNEE agrees to abide by all the proposed or registered By-Laws, Rules and Regulations applying to this property and which have been agreed by the ASSIGNOR in the prior transaction. The ASSIGNEE also acknowledge that under the terms of this Assignment Agreement of Purchase and Sale, the price and terms agreed upon may not be the same as agreed in the prior Agreement of Purchase and Sale between ASSIGNOR AND VENDOR.

This form must be initialed by all parties to the Assignment of Agreement of Purchase and Sale.

INITIALS OF ASSIGNEE(S): SD AM   INITIALS OF ASSIGNOR(S):

OREA Ontario Real Estate Association

Form 150
for use in the Province of Ontario

Schedule A

Assignment of Agreement of Purchase and Sale - Condominium

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

ASSIGNEE, Sabrina D'Amore and George Adrian Muscurel ...., and

ASSIGNOR, Nick Sansalone ....

for the purchase and sale of 510 Curran Pl. Unit 1109 .... Mississauga ....

.... dated the 25 .... day of March ...., 20 17 ......

BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT: The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in item 6. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

The ASSIGNOR hereby undertakes to indemnify and save the ASSIGNEE harmless from any and all damages arising out of the ASSIGNOR'S failure to do all acts and things execute all such further documents and the ASSIGNEE may reasonably require in order to effectually carry out of this Assignment Agreement of Purchase and Sale from the VENDOR.

The ASSIGNEE acknowledges that he/she is assuming the ASSIGNOR'S responsibilities in the Agreement of Purchase and Sale, including payment of the purchase price listed herein, and undertakes to pay that amount, as adjusted by the VENDOR, on closing of that transaction and registration of a good and valid transfer as the ASSIGNEE directs.

The ASSIGNEE agrees to provide a Bank Draft of $25,000 within 24 Hours of Acceptance. The parties in this transation hereby acknowledge and agree that ORION REALTY CORPORATION known as the Deposit Holder shall deposit for this transaction [THE DEPOSIT] in it's non-interest bearing real estate trust account.

The ASSIGNEE shall be entitled to OCCUPY the property as of May 31, 2017 and The ASSIGNEE agrees to pay Interim Occupancy Fees as of this date of VENDOR'S execution on the VENDOR'S official consent; prorated and adjusted by the solicitors on final closing(registration) of this property.

The ASSIGNEE acknowledges that the ASSIGNOR has purchased the property by way of a prior accepted agreement of purchase and sale and amendments, a copy of which is attached as schedule "C" hereto, and ASSIGNOR is assigning his/her rights there under to ASSIGNEE. Upon acceptance of this offer the ASSIGNOR shall give written notice of Assignment to any parties affected by this agreement. If the ASSIGNOR is unable to complete the transation by reason of default of the party from whom they have purchased the property, the ASSIGNEE shall not be liable for any damage or loss incurred by the ASSIGNOR, and this agreement of purchase and sale shall become null and void and the deposit shall be returned to the ASSIGNEE in full without deduction.

ASSIGNOR agrees to allow ASSIGNEE entry to the subject property on 2 mutually agreed occasion(s) for the purpose of measurements, the length of each visit not to exceed 1 hour and one such occasion to be the day of or the day before closing.

This form must be initialed by all parties to the Assignment of Agreement of Purchase and Sale.

INITIALS OF ASSIGNEE(S): SO AM **INITIALS OF ASSIGNOR(S):**

OREA Ontario Real Estate Association

Form 150 for use in the Province of Ontario

Schedule A

Assignment of Agreement of Purchase and Sale - Condominium

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

ASSIGNEE, Sabrina D'Amore and George Adrian Muscurel, and

ASSIGNOR, Nick Sansalone

for the purchase and sale of 510 Curran Pl. Unit 1109 Mississauga

dated the 25 day of March 2017

BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT: The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in item 6. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

The ASSIGNOR hereby undertakes to indemnify and save the ASSIGNEE harmless from any all all damages arising out of the ASSIGNOR'S failure to do all acts and things and execute all such further documents that the ASSIGNEE may resonably require in order to effectively carry out this Assignment of agreement of purchase and sale from the VENDOR. ~~All adjustments due on final closing to the VENDOR are to be paid by the ASSIGNOR.~~ 77A.

The ASSIGNEE herby agrees for the ORION REALTY CORPORATION to release the balance of the deposit to the ASSINGOR after paying out real estate commision to ROYAL LEPAGE REALTY CENTRE, BROKERAGE INC. upon receiving the builders execution/consent of this agreement and after OCCUPANCY on May 31, 2017. The ASSIGNOR agrees to pay for any and all the expenses required in order to assign the original agreement of Purchase and sale to the ASSIGNEE.

This offer is conditional upon the Assignor's solicitor reviewing all documents that pertain to this assignment. This assignment must be satisfactory in the Assignors sole and absolute discretion. Unless the Assignor gives notice in writing delivered to the Assignor, not later than five (5) business days from the date of acceptance of this assignment agreement, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Assignee in full without deduction. 77A.

This form must be initialed by all parties to the Assignment of Agreement of Purchase and Sale.

INITIALS OF ASSIGNEE(S): SD AM INITIALS OF ASSIGNOR(S): 77A.

OREA Ontario Real Estate Association

Form 150
for use in the Province of Ontario

Schedule B
Assignment of Agreement of Purchase and Sale - Condominium

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

ASSIGNEE, Sabrina D'Amore and George Adrian Muscurel ...., and

ASSIGNOR, Nick Sansalone ....

for the purchase and sale of 510 Curran Pl. Unit 1109 .... Mississauga ....

.... dated the 25 .... day of March ...., 2017

The Assignee and Assignor agree that the calculation of funds to be paid for this Assignment Agreement, subject to adjustments, is as set out in the following items:

1. Total Purchase Price including the original Agreement of Purchase and Sale and this Assignment Agreement: $440,000 ~~445,000~~ $ ~~430,000.00~~ TN.

2. Purchase Price of original Agreement of Purchase and Sale as indicated in Schedule C: $ 355,900.00

3. Deposit(s) paid by Assignor to the seller under the original Agreement of Purchase and Sale as indicated in Schedule C, to be paid by the Assignee to the Assignor as follows: $ ~~53,385.00~~ 71,180 TN.

Upon final closing of original Agreement of Purchase and Sale and this Assignment Agreement

(Upon acceptance of this Assignment Agreement and receipt of consent to assign from original seller, if applicable)
(Upon occupancy by the Assignee and receipt of consent to assign from the original seller, if applicable)
(Upon final closing of original Agreement of Purchase and Sale and this Assignment Agreement)

4. Payment by Assignee to Assignor for this Assignment Agreement: $84,100. ~~89,100~~ TN. $ ~~74,100.00~~

5. Deposit paid under this Assignment Agreement (in accordance with Page 1 of this Assignment Agreement): $ 25,000.00

6. Balance of the payment for this Assignment Agreement: $59,100 $ ~~49,100.00~~ ~~64,100~~ TN.

INITIALS OF ASSIGNEE(S): SD AM **INITIALS OF ASSIGNOR(S):** TN

Schedule B

Agreement of Purchase and Sale ASSIGNMENT M.A.

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, SABRINA D'AMORE AND GEORGE ADRIAN MUSCUREL ...., and

SELLER, NICK Sansalone ....

for the property known as 510 Curran place unit 1109 ....

.... 25 .... dated the March 25 .... day of March .... 2017.

The Buyer Agrees to provide a certified cheque or bank draft as deposit upon acceptance of this Offer.

The Deposit Holder advises that the Real Estate Trust Account in which the deposit for this transaction ("the deposit") shall be placed in a non-interest bearing account. As such no interest shall be paid out to the Buyer.

For all purposes of this agreement, the terms "banking day" or "business day" shall mean any day, other than a Saturday, Sunday, or Statutory Holiday in the Province of Ontario.

Buyer and Seller acknowledge that the Province of Ontario has implemented a current value assessment system which provides for reassessment of the Property from time to time. The Parties agree that no claim will be made against the Buyer, Seller or any real estate agent for any changes in property tax which arises from reassessment of the Property.

The Buyer and Seller and Brokers herein hereby agree to allow the Listing and Selling Brokerages to use this property in future marketing material.

The chattels (if any) which are included in the purchase price are being sold in "AS IS" condition, without warranty unless otherwise stated in the Agreement of Purchase and Sale.

Seller does not warrant the retrofit status or legality of the basement and the Buyer further acknowledges that the Seller, Listing Salesperson(s) and Brokerage are making no representation or warranties in this regard.

The Parties acknowledge that the information provided by any Real Estate Salesperson or Real Estate Brokerage shall not be construed as expert legal advice, tax advice or zoning changes, engineering advice or environmental advice and the Parties acknowledge that the Salesperson(s) and the Brokerage has advised that the Parties seek independent professional advice on any of the matters and concerns.

The Buyer and Seller acknowledge that all measurements and information provided by Orion Realty Corporation, Brokerage, in the MLS Listing, feature sheet, any pre-listing Home Inspection Report and any other marketing materials has been obtained from sources deemed reliable, however it has been provided to the Buyer for general information purposes only and as such, Orion Realty Corporation, Brokerage does not warrant its accuracy nor make any representations or warranties regarding contents of same. Reliance upon any and all information contained in the marketing material is at the Buyer's risk and as such Buyer is advised to verify any measurements or other information upon which he or she is relying.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):   **INITIALS OF SELLER(S):** NA

OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation

Toronto Real Estate Board

Form 320
for use in the Province of Ontario

BUYER: Sabrina D'Amore and George Adrian Muscurel

SELLER: Nick Sansalone

For the transaction on the property known as: 510 Curran Pl. Unit 1109 Mississauga

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
"Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to included other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokerage .... represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
(does/does not)

☐ by the Seller in accordance with a Seller Customer Service Agreement

or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS SD DS AM	DS ML	NS	AC
BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER	LISTING BROKERAGE

3. **Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**

CO-OPERATING BROKERAGE- REPRESENTATION:

a) [X] The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) [ ] The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) [ ] The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

a) [X] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.5% PLUS HST (Commission As Indicated In MLS® Information) to be paid from the amount paid by the Seller to the Listing Brokerage.
b) [ ] The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE REALTY CENTRE (Name of Co-operating/Buyer Brokerage)	ORION REALTY CORPORATION, BROKERAGE (Name of Listing Brokerage)
2150 HURONTARIO STREET MISSISSAUGA	200-465 Burnhamthorpe Rd. West
Tel.: (905) 279-8300 Fax: (905) 279-5344	Tel.: (416) 733-7784 Fax: 905-286-5271
DocuSigned by: Michael Car Date: 3/25/2017 (Authorized to bind the Co-operating/Buyer Brokerage)	Date: 3/27/2017 (Authorized to bind the Listing Brokerage)
MICHAEL CAR (Print Name of Broker/Salesperson Representative of the Brokerage)	Anthony Suntica (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

DocuSigned by: Sabrina Ahmer (Signature of Buyer) Date: 3/25/2017	(Signature of Seller) Date: Mar. 26, 2017
Adrian Muscorel (Signature of Buyer) Date: 3/25/2017	(Signature of Seller) Date:

OREA Ontario Real Estate Association

Form 120
for use in the Province of Ontario

Amendment to Agreement of Purchase and Sale

Toronto Real Estate Board

BETWEEN BUYER, Sabrina D'Amore and George Adrian Muscurel

AND SELLER, Nick Sansalone

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 25 day of March, 20 17,

concerning the property known as 510 Curran Pl. Unit 1109 Mississauga

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following amendment(s) to the aforementioned Agreement:

Insert/Delete:

Insert:

1. The Assignor represents to the Assignee that the Assignor purchased the property with the intent to reside at the property as his principal place of residence and also meets all other requirements to qualify for the HST New Housing Rebate.

2. The Assignee represents to the Assignor that the Assignee is purchasing the property as their principal residence and also meets all other requirements to qualify for the HST New Housing Rebate.

Delete:

1. This Offer is conditional upon the ASSIGNEE arranging, at the ASSIGNEE'S own expense, a new Mortgage satisfactory to the ASSIGNEE in the ASSIGNEE'S sole and absolute discretion. Unless the ASSIGNEE gives notice in writing delivered to the ASSIGNOR personally or in accordance with any other previsions for the delivery of notice in this Assignment of Agreement of Purchase and Sale or any Schedule thereto not later than Five(5) business days, that this condition is fulfilled, the Offer shall be null and void and the deposit shall be returned to the ASSIGNEE in full without deduction. This condition is included for the benefit of the ASSIGNEE and may be waived at the ASSIGNEE'S sole option by notice in writing to the ASSIGNOR as aforesaid within the time period stated herein.

2. This offer is conditional upon the Assignor's solicitor reviewing all documents that pertain to this Assignment. This Assignment must be satisfactory in the Assignors sole and absolute discretion. Unless the Assignor gives notice in writing delivered to the Assignor, not later than Five (5) business days from the date of acceptance of this assignment agreement, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Assignee in full without deduction.

INITIALS OF BUYER(S): SD AM

INITIALS OF SELLER(S):

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 10:00 p.m. on the 3 day of April, 20 17, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.
Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: | IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) | DocuSigned by: AM DDAF233FDB1E4E8... (Buyer/Seller) (Seal) DATE 4/3/2017

(Witness) | DocuSigned by: Sabrina D'Amore 1B6B2AB2B9D840B... (Buyer/Seller) (Seal) DATE 4/3/2017

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: | IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) | (Buyer/Seller) (Seal) DATE 4/3/2017

(Witness) | (Buyer/Seller) (Seal) DATE

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) | (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 8:00 a.m./p.m. is 3rd day of April, 20 17

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE Apr. 3/2017

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Email

Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by: Sabrina D'Amore 1B6B2AB2B9D840B... (Buyer) DATE 4/3/2017

AM DDAF233FDB1E4E8... (Buyer) DATE 4/3/2017

Address for Service

Tel.No.

Buyer's Lawyer

Address

Email

Tel.No. FAX No.

OREA Ontario Real Estate Association

Notice of Fulfillment of Condition(s)

Toronto Real Estate Board

Form 124
for use in the Province of Ontario

BUYER: Sabrina D'Amore and George Adrian Muscurel

SELLER: Nick Sansalone

REAL PROPERTY: 510 Curran Pl. Unit 1109 Mississauga

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 25 day of March 2017, regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

This offer is Conditional upon the ASSIGNEE'S Solicitor Reviewing the original Agreement of Purchase and Sale known as Schedule C to this Agreement and all schedules, attachments and correspondence with the developer and/or the developers lawyer pertaining to the above mentioned property and finding the original Agreement Purchase of Sale known as Schedule C to this agreement and all schedules, attachment and correspondence with the deverloper and/or the developers lawyer satisfactory in the ASSIGNEE'S Solicitor sole and absolute discretion. Unless the ASSIGNEE gives notice in wwritingdelivered to the ASSIGNOR, not later than Ten(10) business days from the date of acceptance of this Assignment agreement, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the ASSIGNEE in full without deduction. This condition is included for the benefit of the ASSIGNEE and may be waived at the ASSIGNEE'S sole option by notice in writing to the ASSIGNOR within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

DATED at Mississauga, Ontario, at .... a.m./p.m. this 5 day of April 2017

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	DocuSigned by: Sabrina D'Amore (Buyer/Seller)	(Seal)	DATE 4/5/2017
(Witness)	AM DDAF233FDB1E4E6... (Buyer/Seller)	(Seal)	DATE 4/5/2017

Receipt acknowledged at 7 p.m., this 5 day of April 2017 by:

Print Name: Anthony Sunjka Signature: Anthony Sunjka

Scotiabank®

To: Sabrina D'Amore Adrian Muscurel 116 Lewis Honey Drive Aurora, ON L4G 0J3 C/O: Randy De Angelis (TMC) - Your Mortgage Professionals	From: Scotiabank 79 Wellington Street West P.O. Box 349 Toronto, ON, M5K 1K7 Phone: (416) 350-7400, (800) 275-5897 Fax: (416) 350-7442, 1-877-398-2236

Application ID: 3495452

Date Issued: Apr 03, 2017

Property Address: 510 Curran Place, Unit 1109, Mississauga, ON, L5B 0G4

We are pleased to confirm that your application has been approved under the following terms and conditions.

Basic Loan Amount	$352,000.00	**Advance Date**	Jul 28, 2017
Insurance Premium	$0.00	**Term**	5 year Closed
Total Loan Amount	$352,000.00	**Amortization**	30 years
Interest Rate	2.79%	**Monthly Payment**	$1,441.47
See Interest Rate Section for more information		(Principal + Interest Only)	
Interest Rate Set Date	Already Set	**Taxes to be paid**	by Borrower
Guarantor(s)			

Payment Frequency Options (please indicate your choice):

Payment Frequency Options listed below are for new mortgage(s) only. If none selected, the mortgage payment will be set up as monthly. Payment amount **does not** include tax portion if taxes are to be paid through Scotiabank.

- ☐ $1,441.47 Monthly, First payment date: August 1, 2017
- ☐ $720.74 Bi-Weekly, First payment date: August 11, 2017
- ☐ $720.74 Semi-Monthly, First payment date: August 1, 2017
- ☐ $360.37 Weekly, First payment date: August 4, 2017

PREPAYMENT POLICIES

Prepayment

Our standard prepayment privileges apply. Full details on prepayment privileges, Match-a-Payment® and Miss-a-Payment® Options can be obtained from your servicing branch.

INTEREST RATE

Rate

We guarantee you our Fixed Annual Interest rate(s) and term(s) until July 28, 2017. If this is a blended interest rate, the new reduced or reset interest rate applies to the new term only.

Fixed Annual Interest Rate guarantee of 2.79%

CONDITIONS OF APPROVAL

Mortgage Payment Setup

Before we submit the mortgage documents to your solicitor you are required to meet with a Client Solutions Advisor or Financial Advisor at the Scotiabank branch of your choice to set up your mortgage payment details. Scotiabank will contact you to schedule this meeting. Please bring two (2) pieces of identification, one of which is government issued photo identification, to this meeting.

Offer and Listing

You are to provide a copy of the complete signed and accepted purchase agreement and, if applicable, the Multiple Listing Service (MLS) agreement.

New Home Warranty

You are to provide confirmation, satisfactory to us, that the builder is providing an independent New Home Warranty on the unit and the name of the New Home Warranty provider.

New Construction - Completion

As required by provincial laws for construction liens, a percentage of the mortgage amount is to be held back by your Solicitor/Notary until construction is complete, a certificate of occupancy is issued, and where applicable, the required time has passed. Speak to your Solicitor/Notary for more information on construction lien holdbacks.

Owner Occupied Property

You must occupy the subject property as your principal residence.

Scotiabank®

Due on sale

You may have to pay back immediately all the money you owe us under this mortgage if you sell, transfer, or mortgage the property. Immediate payout may also be required if you default on this mortgage. If we decide immediate payout is not required, all payment obligations remain the same.

Portability

You may be able to port your mortgage, with its rates and terms, and move it to another property. This is called porting a mortgage. Speak to your servicing branch to find out if you can port your mortgage.

Signed Commitment

Return to us this signed Commitment Letter (and Bridge Loan Commitment Letter if applicable), and Solicitor/Notary Information.

All borrowers and guarantors, as applicable, are required to sign the acceptance page of this commitment and return it to us by April 18, 2017.

Yours truly,

Tracey Robinson

Broker Relationship Manager, Scotiabank

Scotiabank®

Application ID: 3495452	Property: 510 Curran Place, Unit 1109, Mississauga, ON, L5B 0G4	Issued: Apr 03, 2017

CUSTOMER AUTHORIZATION / ACKNOWLEDGEMENT

In this Commitment Letter, "we", "our" and "us" mean any Scotiabank Group Member or the collective Scotiabank Group and include any program or joint venture any of these parties participates in; "you" and "your" mean the borrower and co-borrower(s) (if applicable) and guarantor(s) (if applicable). "Service" means any personal banking, insurance, brokerage or financial product or service offered by us. You agree that all information that you give us will, at any time, be true and complete.

We may collect your personal information, use it, and disclose it to any person or organization in order to: confirm your identity; understand your needs; determine your eligibility for our Services; satisfy applicable legal and regulatory requirements; manage and assess our risks; and prevent or detect fraud or criminal activity. We may keep and use information about you for as long as it is needed for the purposes described in this Commitment Letter.

In addition, we may offer you Services that we think may be of interest to you, and give information about you to other members of the Scotiabank Group so that these companies may tell you directly about their Services. Your consent to this is not a condition of doing business with us and you may withdraw it at any time.

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, we may use, give to, obtain, verify, share and exchange financial, credit and other information about you with others including your employer, credit bureaus, mortgage insurers, creditor insurers, reinsurers, registries, other companies in the Scotiabank Group, Investigative Bodies such as the Bank Crime Prevention and Investigation Office and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You authorize any person whom we contact in this regard to provide such information to us.

We may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. You may refuse to consent to its use or disclosure for purposes other than as required by law.

We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank Group privacy policies and practices.

Third Party Determination - By signing this Commitment Letter you confirm that the product(s) and/or service(s) offered to you herein will not be used for or on behalf of any individual or entity other than you and the other parties named in the Commitment Letter for whose benefit such products and services are intended unless information about such individuals or entities was previously disclosed to the Bank on a Scotiabank Group Third Party Determination form.

Solicitor/Notary Contact Information

Name:	Firm Name:
Address:	
Phone:	Fax:

Any disclosure statement in connection with the loan you are applying for will be given at the time that you enter into the Personal Credit Agreement.

Please correspond in: ☐ English ☐ French

Applicable in the Province of Quebec only: It is the express wish of the parties that this Authorization and all documents relating to it be drawn up and executed in English. Les parties conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

Each borrower is entitled to receive separate agreements and cost of borrowing disclosure documents related to the account(s). All agreements and cost of borrowing disclosures related to the account(s) will be sent to the address of the primary borrower and separate documents will also be sent to each co-borrower at his/her address that appears in our records. This includes the initial disclosure statement and credit agreement, as well as all subsequent periodic statements, agreements, disclosure or other notices related to the account(s).
Alternatively, a co-borrower may consent to all documentation being provided on his/her behalf by providing it only once to the address of the primary borrower. The co-borrower agrees that we may rely on this consent through all subsequent extensions, renewals and amendments related to the account(s), until such time as the co-borrower gives us notice in writing that he/she wishes to change his/her disclosure preference. A co-borrower may change his/her disclosure preference at any time in the future by contacting his/her Scotiabank branch.
If you have consented to all documentation being provided on your behalf by providing it only once to the address of the primary borrower, this is reflected below by checking "Disclosure - No" next to your name.
Each co-borrower acknowledges that he/she has been advised of his/her ability to receive separate disclosure and any checking of "Disclosure - No" next to his/her name below reflects his/her wishes.

The terms and conditions detailed in this mortgage commitment are hereby accepted this __________ day of ____________________, 20________.

______________________________ Sabrina D'Amora

______________________________ Adrian Muscurel

Receive Notices
☐ No

TD Canada Trust
PERSONAL CR - MMS/BROKER
3500 STEELES AVE E 4TH FLR TWR 3
MARKHAM, ON L3R0X1
www.tdcanadatrust.com

December 16th, 2016

Iyad S F BaniHani
2046 Shady Glen Rd
Oakville, Ont
L6M 3R1

Dear Valued Customer:

Re: Mortgage Approval Confirmation

This will confirm that you qualify for a residential mortgage loan with The Toronto-Dominion Bank ("TD Canada Trust"), secured by the property at Suite 2301- 510 Curran Place in Mississauga, Ontario (the "Property"), with the following terms and on the following conditions, including the Standard Conditions included at the bottom of the letter, following the signature line:

Applicant(s):	Iyad S F BaniHani
Principal Amount:	$288,900
Fixed Annual Interest Rate:	4.64% per annum, calculated semi-annually not in advance
Interest Rate Expiry Date:	February 20th 2017

This means the Interest Rate for the Term selected will expire on this date.
Prepayment Option: Closed to prepayment privileges, subject to terms of mortgage

Term:	5 years
Amortization:	30 years
Anticipated Closing Date:	Feb 1st, 2017

Other charges may be payable to TD Canada Trust on closing, including Appraisal and Administration fees (including our legal fees and costs for registering the mortgage).

This Approval Confirmation is valid until July 25th, 2017.

Any Mortgage Approval Confirmation previously issued for this property is no longer valid.

Signed by:

Per:

The Toronto-Dominion Bank

Standard Conditions

- Confirmation of credit application details;
- No change in, and the accuracy of, the information provided;
- Execution of TD Canada Trust documentation;
- The Property meeting TD Canada Trust's normal lending requirements;
- The Property meeting the mortgage default insurer's requirements;

528322 (0212)

- Valid First Mortgage Security to be provided on the Property.

528322