# Worksheet

## Standard Assignment

Post Occupancy

Suite: 3502 Tower: PSV Date: Oct 12/17 Completed by: Anita

Please mark if completed:

- ✓ Copy of Assignment Amendment
- ✓ Assignment Agreement Signed by both Assignor and Assignee
- ✓ ~~Certified Deposit Cheque for Top up~~ Deposit to 20% payable to Blaney McMurtry LLP in Trust
- ✓ Certified Deposit Cheque for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). Zero $0.
- Agreement must be in good standing. Funds in Trust: $__________.
- ✓ Assignors Solicitors information
- ✓ Assignees Solicitors information
- ✓ Verify if PDI has been completed. If not, Please identify who will be performing the PDI. If the Assignee is performing the PDI a Designate form must be signed by the Assignor to appoint the assignee to complete the PDI. This form must be submitted to customercareto@amacon.com
- ✓ Include Fintrac for Assignee
- ✓ Copy of Assignees ID
- ✓ Copy of Assignees Mortgage Approval

Administration Notes:

20%

## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

### ASSIGNMENT

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

**NIHAD N. HANNA** (the **"Purchaser"**)
Suite **3502** Tower **ONE** Unit **2** Level **34** (the **"Unit"**)

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser on March 04, 2012 and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Delete: FROM THE AGREEMENT OF PURCHASE AND SALE**

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

**Insert: TO THE AGREEMENT OF PURCHASE AND SALE**

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

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

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

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

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

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

(v) pays the sum 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 4th day of March 4 2012.

Witness:

Purchaser: **NIHAD N. HANNA**

DATED at Mississauga this 4 day of March 2012.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

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

PSV
POSH STYLE VIBE

**SUITE 3502 UNIT 2 LEVEL 34**

**ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE**

**THIS ASSIGNMENT** made this 14th day of October 2017.

**A M O N G:**

**NIHAD N. HANNA**

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

OF THE FIRST PART;

- and -

**RAYMOND Y GO and TO BINH GO**

(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 4th day of March 2012 and accepted the 4th day of March 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the "**Agreement**"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 2, Level 34, Suite 3502, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4011 Bricksone Mews, Mississauga, Ontario (the "**Property**");

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

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

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

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. The Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder. The Assignee acknowledges that in the event the Vendor does not receive the full benefit of the HST Rebate, (as defined in the Agreement) for any reason whatsoever, the Assignee shall be required to pay the amount of the HST Rebate to the Vendor on Closing in addition to the Purchase Price, as more particularly set out in the Agreement.

4. 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.

nh TB

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.
Zero ($0).

11. 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.

12. 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.

13. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.

14. 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.

15. 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 **14th** day of **October** 2017.

| | |
|---|---|
| Witness | **NIHAD N. HANNA** **(Assignor)** |
| Witness | **(Assignor)** |
| Witness | **RAYMOND Y GO** **(Assignee)** |
| Witness | **TO BINH GO** **(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: | Raymond . Y Go |
| | DATE OF BIRTH | 1949/04/10<br>YYYYMMDD SIN # |
| | ADDRESS: | 84 Locust Dr.<br>Brampton ON L6R 0Y8 |
| | PHONE: | Tel:<br>Cell: (416) 709-7074.<br>Facsimile: |
| | E-mail: | raymondgo@enfusion-group.com. |
| ASSIGNEE | NAME: | To Binh Go |
| | DATE OF BIRTH | 1960/03/31<br>YYYYMMDD SIN # |
| | ADDRESS: | 84 Locust Dr<br>Brampton. ON L6R 0Y8 |
| | PHONE: | Tel:<br>Cell: (416) 702-2970<br>Facsimile: |
| | E-mail: | |
| ASSIGNEE'S SOLICITOR: | NAME: | Edward Kossev Associate Lawyer<br>Nexera Law Group |
| | ADDRESS: | 5770 Hurontario St. Suite 104<br>Miss, ON L5R 3G5 |
| | PHONE: | Bus: 1-855-252-8100 x224<br>Facsimile: 1-866-526-9037 |
| | E-mail: | |

RG TB

Assignee's Solicitor

**Edward Kossev**
**Associate Lawyer**

**Nexera Law Group (Professional Corporation)**
**5770 Hurontario Street, Suite 104, Mississauga, ON L5R 3G5**
**T: 1-855-252-8100 ext. 224 | C: 416-460-9474| F: 1-866-526-9037**

Assignor's Solicitor

Larry C. Stein Barrister + Solicitor
4211 Yonge St
Toronto, ON.
M2P 2A9
Ph# (416) 636-8100
Fax (416) 636-6545

# 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:** 4011 Brickstone Mews Unit 3502 Mississauga ON
**Sales Representative/Broker Name:**
**Date Information Verified/Credit File Consulted:**

## A. Verification of Individual

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

**1. Full legal name of individual:** Raymond Y. Go
**2. Address:** 84 Locust Dr Brampton ON L6R 0Y8
**3. Date of Birth:** 1949/04/10
**4. Nature of Principal Business or Occupation:** IT consultant – retired

### 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 Licence
(must view the original and have a photo. See CREA's FINTRAC materials on REALTOR Link® for examples)
**2. Document Identifier Number:** G6001-64394-90410
**3. Issuing Jurisdiction:** Ontario
(where applicable, Province, Territory, Foreign Jurisdiction or "Canada")
**4. Document Expiry Date:** 2021/04/10 **Country:** Canada
(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 recent if no expiry 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 recent if no expiry 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:** Oct 14/17

**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:**

# 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.

# 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:** 4011 Brickstone Mews Unit # 3502 Mississauga, ON
**Sales Representative/Broker Name:**
**Date Information Verified/Credit File Consulted:**

## A. Verification of Individual

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

**1. Full legal name of Individual:** T.Q. Binh Gia
**2. Address:** 84 Locust Dr. Brampton, ON
**3. Date of Birth:** 1960/03/31
**4. Nature of Principal Business or Occupation:** Homemaker

### 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 Licence (must view the original and have a photo. See CREA's FINTRAC materials on REALTOR Link for examples)
**2. Document Identifier Number:** G6001-44516-05331
**3. Issuing Jurisdiction:** Ontario (insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
**4. Document Expiry Date:** 2019/03/31 (must be valid and not expired) **Country:** Canada

### 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:** (must be valid and not expired; must be recent if no expiry date)
- **Account Number**:**

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

☐ 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:** Oct 14/17

**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:**

# 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

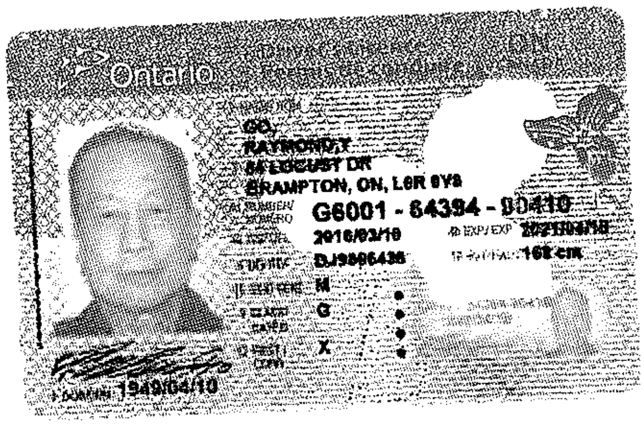
**D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.**

**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:**

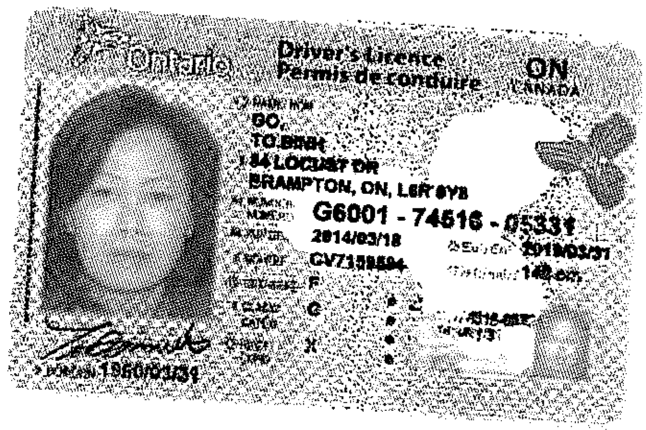
**D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:**

### 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.**




Received by [illegible]
Oct 14 17




Received by Anita
Oct 14/17

OREA Ontario Real Estate Association

Form 101
for use in the Province of Ontario

# Agreement of Purchase and Sale
## Condominium Resale

Toronto Real Estate Board

This Agreement of Purchase and Sale dated this 1 day of August 20 17

**BUYER,** Edgar Coronel and Noemi Coronel (Full legal names of all Buyers), agrees to purchase from

**SELLER,** Raymond Go And To Binh Go (Full legal names of all Sellers), the following

**PROPERTY:**
a unit in the condominium property known as Unit (Apartment/Townhouse/Suite/Unit) No. 84

located at LOCUST DR

in the City of Brampton

being PVLC (Legal Name of Condominium Corporation) Condominium Plan No 839

Unit Number 45 Level No. 1 Building No. together with ownership

or exclusive use of Parking Space(s) 1 Garage and 1 Driveway (Number(s), Level(s)), together with ownership or exclusive use of

Locker(s) N/A (Number(s), Level(s)), together with Seller's proportionate undivided tenancy-in-common interest 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".

**PURCHASE PRICE:** Dollars (CDN$) 617,500.00

Six Hundred Seventeen Thousand Five Hundred Dollars

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

Twenty Thousand Dollars (CDN$) 20,000.00

by negotiable cheque payable to REMAX REALTY ONE INC. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, 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.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S)** A, B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 1:30 a.m. on the 2 day of August 20 17, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 1 day of November 20 17. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

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

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller 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 that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .................................................... (For delivery of Documents to Seller) FAX No.: .................................................... (For delivery of Documents to Buyer)

Email Address: .................................................... (For delivery of Documents to Seller) Email Address: .................................................... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** Stainless Steel Fridge, Stainless Steel Dishwasher, Stainless Steel Oven, Stainless Steel Over Range Fan, Front Load Washer and Front Load Dryer, All Window Coverings and Blinds, All Existing Electrical Light Fixtures, And Electric Garage Door Opener and Remotes.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** N/A

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Hot Water Tank (if Rental)

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately $ 336.63 ........ per month, which amount includes the following: Parking and Common Elements

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: 1 Garage Parking and 1 Driveway Parking ........ at an additional cost of: 0.00

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

9. **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 .............................. the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before
(included in/in addition to)
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.

10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 18 ......... day of October .............................................., 20 17 ..., (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Single Family Residence ..........................) may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. **TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, nonregistrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

13. **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonableperiod of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation, and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**

17. **APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply 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 Buyer.

18. **INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

19. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.

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

21. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, 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.

23. **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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

24. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer 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.

25. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.

26. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

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

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

29. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (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 Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

30. **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 BUYER(S):** ( )　　　**INITIALS OF SELLER(S):** ( )

**31. 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) (Buyer) (Seal) DATE AUG. 01-17

(Witness) (Buyer) (Seal) DATE AUG. 01-17

I, the Undersigned Seller, 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) (Seller) (Seal) DATE AUGUST 1, 2017

(Witness) (Seller) (Seal) DATE AUGUST 1, 2017

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(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 11:43 a.m./p.m. this 1st day of August, 20 17.

(Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage RE/MAX REALTY ONE INC. Tel.No. (905) 277-0771

GEOFFREY GO

(Salesperson / Broker Name)

Co-op/Buyer Brokerage .......... Tel.No. ..........

(Salesperson / Broker Name)

**ACKNOWLEDGEMENT**

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

(Seller) DATE AUG-01-17

(Seller) DATE AUG-01-17

Address for Service ..........

.......... Tel.No. ..........

Seller's Lawyer ..........

Address ..........

Email ..........

Tel.No. FAX No.

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

(Buyer) DATE AUG 1/17

(Buyer) DATE AUG 1/17

Address for Service ..........

.......... Tel.No. ..........

Buyer's Lawyer ..........

Address ..........

Email ..........

Tel.No. FAX No.

Property Manager: (Name) (Address) (Tel.No., FAX No.)

FOR OFFICE USE ONLY

**COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, 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 Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Form 101
for use in the Province of Ontario

# Schedule A
## Agreement of Purchase and Sale – Condominium Resale

Toronto Real Estate Board

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

**BUYER,** Edgar Coronel and Noemi Coronel, and

**SELLER,** Raymond Go And To Binh Go

for the purchase and sale of LOCUST DR Brampton

L6R 0Y8 dated the 1 day of August, 20 17

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, 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.

~~This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than Five (5) banking days (excluding Saturdays, Sundays and Statutory holidays) from the date of acceptance of this Agreement, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.~~

Seller agrees to cooperate fully in providing access to the subject property in the event that an appraisal is required by the Buyer for purposes of financing. Said appraisal shall be at the convience of the Buyer or the Buyer's designated representative provided 24 hours verbal notice has been given to the Seller or the Seller's agent.

This Offer is conditional upon the inspection of the unit and common elements by a home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than Five (5) banking days (excluding Saturdays, Sundays and Statutory holidays) from the date of acceptance of this Agreement, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the unit for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Continued on Next Page....

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

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

# Schedule A
## Agreement of Purchase and Sale – Condominium Resale



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

**BUYER,** Edgar Coronel and Noemi Coronel, and

**SELLER,** Raymond Go And To Binh Go

for the purchase and sale of LOCUST DR Brampton

L6R 0Y8 dated the 1 day of August 20 17

Continued from Previous Page....

This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and attachments within Ten days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the third day(excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

The Seller agrees to leave the premises, including the floors, in a clean and broom swept condition.

The Seller agrees to allow the Buyer to visit the property two further time at a mutually agreed time.

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

**INITIALS OF BUYER(S):** ERCA NC

**INITIALS OF SELLER(S):**

OREA Ontario Real Estate Association

# Schedule
## Agreement of Purchase and Sale

Toronto Real Estate Board

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

**BUYER,** Edgar Coronel and Noemi Coronel , and

**SELLER,** Raymond Go and To Binh Go

for the property known as 84 Locust Drive Brampton, ON

Agreement of Purchase and Sale dated August 1, 2017

The parties to this ( Agreement of Purchase and Sale/ Agreement to Lease/ Option. etc) hereby acknowledge that the deposit holder shall place the deposit in trust in its non-interest bearing real estate trust account and no interest shall be earned, received or paid on the deposit.

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

Unless stated otherwise in this Agreement, Seller represents that the Property is not subject to any Local Improvement Charges, or Special Charges, and that the Seller has not received any notification of future charges which may affect the Property. That portion of any such charges which may be outstanding or levied in respect of the Property shall be adjusted in favour of the Buyer upon completion of this transaction.

Unless otherwise stated in this Agreement, the chattels (if any), which are included in the Purchase Price are being sold in "as is" condition, without warranty.

Buyer shall submit deposit by certified cheque, money order or bank draft only, payable to Re/Max Realty One Inc. Brokerage. Personal cheques will no longer be accepted.

The Seller and Buyer hereby give permission to the listing Brokerage named in this agreement to use information related to the sale of subject property, including the price, in future marketing and market evaluations purposes.

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

INITIALS OF BUYER(S): EMCA / NC    INITIALS OF SELLER(S): RG / TBG

OREA Ontario Real Estate Association

# Confirmation of Co-operation and Representation

**Form 320**
for use in the Province of Ontario

Toronto Real Estate Board

**BUYER:** Edgar Coronel and Noemi Coronel

**SELLER:** Raymond Go And To Binh Go

For the transaction on the property known as: 84 LOCUST DR Brampton L6R 0Y8

**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)**

| EC NC | | RG TBG | |
|---|---|---|---|
| **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) ☐ 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) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property

.................................................... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

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)**

| | |
|---|---|
| ........ (Name of Co-operating/Buyer Brokerage) | RE/MAX REALTY ONE INC. (Name of Listing Brokerage) |
| ........ | 102-50 BURNHAMTHORPE RD MISSISSAUGA |
| Tel: ........ Fax: ........ | Tel: (905) 277-0771 Fax: (905) 277-0086 |
| ........ Date: ........ (Authorized to bind the Co-operating/Buyer Brokerage) | (Authorized to bind the Listing Brokerage) Date: Aug 1/17 |
| ........ (Print Name of Broker/Salesperson Representative of the Brokerage) | GEOFFREY GO (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.

| | | | |
|---|---|---|---|
| (Signature of Buyer) | Date: AUG 1, 2017 | (Signature of Seller) | Date: AUG 01.17 |
| (Signature of Buyer) | Date: AUG 1, 2017 | (Signature of Seller) | Date: AUG 01.17 |

OREA Ontario Real Estate Association

Form 161
for use in the Province of Ontario

# Registrant's Disclosure of Interest
## Disposition of Property

Toronto Real Estate Board

**This Statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.**

I GEOFFREY GO (Name of Registrant) declare that I am a registered Real Estate Salesperson (Brokerage/Broker/Salesperson) representing RE/MAX REALTY ONE INC. (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 84 LOCUST DR Brampton L6R 0Y8

Please be advised that I own the Property or that I have an interest in the Property.

> NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.
>
> EXPLANATION: Raymond Go is related to Geoffrey Go but Geoffrey Go doesn't have any direct interest in the property.

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of the Property:

Raymond Go is related to Geoffrey Go but Geoffrey Go doesn't have any direct interest in the property

AND (Attach Appendix "A" if necessary)

For the purposes of this Registrant's Statement as Seller, "Seller" includes vendor, landlord and lessor, and "Buyer" includes purchaser, tenant and lessee.

(Signature of Registrant(s) making this Declaration) GEOFFREY GO DATE: June 12, 2017

(Signature of Broker of Record/Manager of Brokerage) DATE: June 13, 2107

Manager
(Title)

### ACKNOWLEDGEMENT

I/We, the undersigned, as Buyer(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO MAKING AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

(Witness) (Buyer) DATE Aug 1 2017

(Witness) (Buyer) DATE Aug 1 2017

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, Edgar Coronel and Noemi Coronel

AND SELLER, Raymond Go And To Binh Go

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 7 day of August, 20 17,

concerning the property known as 84 LOCUST DR Brampton L6R 0Y8 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:**

Delete:

This Offer is conditional upon the inspection of the unit and common elements by a home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than Five (5) banking days (excluding Saturdays, Sundays and Statutory holidays) from the date of acceptance of this Agreement, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the unit for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and attachments within Ten days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the third day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Insert:

The Seller has agreed to fix the moisture behind the tiles in the main bathroom shower prior to closing by a licensed contractor at the Seller's expense.

The Seller has agreed to relevel the interlocking driveway on his half of his driveway prior to closing at the Seller's expense.

The Seller has agreed to install a guard rail on the entire front porch prior to closing at the Seller's expense.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**

**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 11:59 p.m. on the 9 day of August, 2017, 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) (Buyer/Seller) (Seal) DATE Aug. 08 - 2017

(Witness) (Buyer/Seller) Noemi Coronel (Seal) DATE Aug - 8 - 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 AUG 8, 2017

(Witness) (Buyer/Seller) (Seal) DATE AUG. 8, 2017

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 7:43 a.m./p.m. this 8TH day of AUGUST, 2017.

(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 AUG. 8. 2017

(Seller) DATE AUG 8, 2017

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.

(Buyer) DATE Aug. 08. 2017

(Buyer) Noemi Coronel DATE Aug 8 2017

Address for Service

Tel.No.

Buyer's Lawyer GASE COHEN YOUNXMAN

Address 65 QUEENS ST W. TORONTO ON M5H 2M5

Email

416 363 2351 Tel.No. FAX No.

# RECEIPT

RE/MAX

August 2, 2017
7:35 pm

**Received from:** Geoffrey Go

**Buyer's name:** Edgar Coronel and Naomi Coronel

**Payment Method:** ☐ Money Order ☐ Certified Cheque
☑ Bank Draft 58799730 ☐ Other (Specify)

**Amount:** $ 20,000 twenty thousand /00 dollars

**Payable to:** ☑ RE/MAX Realty One Inc. ☐ Other (Specify)

**Property Address:** 84 Locust Dr **MLS #:** W3874324

**Type of Payment:** ☑ Trust Deposit ☐ Other (Specify)

**Our Agent:** Geoffrey Go, Rene Savoie, Cynthia Go **Type:** ☑ Sale ☐ Rental ☐ Other

**Received by:** Laura Casciaro **Signature:**

**Our Agent Paged:** **Initials:** LC **Date:** 8/2/2017 **Time:** 7:35 pm

---

58799730 5-516

Royal Bank of Canada
Banque Royale du Canada
10098 MCLAUGHLIN ROAD
BRAMPTON, ON

DATE 2017 08 02
Y/A M/M D/J

PAY TO THE ORDER OF / PAYEZ A L'ORDRE DE REMAX REALTY ONE INC. $20,000.00

EXACTLY $20,000 00 ¢ CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISEE REQUISE POUR UN MONTANT EXCEDANT 5 000 $ CANADIENS

RE/OBJET

PURCHASER NAME NOM DE L'ACHETEUR

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

COUNTERSIGNED / CONTRESIGNE

⑈58799730⑈ ⑆09970⑉003⑆ 099⑉013⑉5⑈

MD689W-2017/10

# PAYOUT/DISCHARGE INQUIRY STATEMENT

**From:**
CIBC Mortgages Inc.
PO Box 115 Commerce Court Postal Stn
Toronto ON M5L 1E5
**Residential:** 1 888 264-6843 or 416 785-3255

**Requested By:**
RAYMOND GO & TO BINH GO
84 LOCUST DR
BRAMPTON ON
L6R 0Y8

**Mortgage Loan Number:** 7716648.1

**Borrower(s) Name and Property Address:**
RAYMOND GO & TO BINH GO
84 LOCUST DR
BRAMPTON ON

**Legal Description:**
UNIT 45 LEVEL 1 PVLC 895

**Type of Mortgage Loan:**
CIBC Mortgage Fixed Rate, Closed 4-year

**This statement was prepared on October 13, 2017 for a projected prepayment on November 1, 2017.**

| | | | |
|---|---|---|---|
| Maturity Date | August 24, 2020 | Principal Balance | $35,359.19 |
| Remaining Term | 34 month(s) | Interest Due** | $0.00 |
| Last Payment Made | October 9, 2017 | Outstanding Fees | $0.00 |
| Principal and Interest Payment | $490.76 | Paid in Advance | $0.00 |
| Mortgage Loan Interest Rate | 2.790% | Property Tax Balance | -$480.10 |
| Discount Received | 1.300% | Accrued Creditor Insurance Premium | $23.22 |
| Comparison Mortgage Rate | 3.540% | Other Balances | $0.00 |
| Per Diem Interest | $5.27 | Accrued Interest | $24.17 |
| | | Discharge/Assignment Fee | $300.00 |
| | | Registry Office Charge | $75.27 |
| | | Prepayment Charge# | $358.18 |
| | | Cash Back Repayment | $0.00 |
| | | **Payout Amount as of November 1, 2017** | **$35,659.93** |

*** If Variable Rate Mortgage, interest due may include deferred interest.*

*# The prepayment charge is 3 months interest on the amount prepaid, calculated at your mortgage loan interest rate (plus any discount you received). This is called the 3 Months Interest Calculation.*

---

Interest must be added at the rate of $5.27 per day from November 1, 2017

1. This statement is as of the preparation date and is provided only for information purposes.
2. The Comparison Mortgage rate is as of the preparation date.
3. The principal balance is based on the assumption that the following instalments are honoured when paid on the dates shown:

| *Payment Due Date* | *Payment Amount* |
|---|---|
| October 23, 2017 | $709.78 |
| ***Total Amount Due:*** | **$709.78** |

4. The following factors could cause the prepayment charge quoted above to change:
   - the remaining term of your mortgage loan becomes less than 3 months. In that case, the prepayment charge will be interest calculated from the projected payout date to the maturity date at your mortgage loan interest rate.
   - the principal balance of your mortgage loan changes; for example, if you miss a scheduled payment, or make an extra payment.

   The prepayment charge is the greater of Interest Rate Differential (IRD) and the 3 Months Interest Calculation, as set out in your mortgage documents. On the date of this statement, the 3 Months Interest Calculation amount was used. In some cases, the IRD amount may become greater than the 3 Months Interest Calculation amount if there are changes to any of the following factors used to calculate the IRD amount:

   (i) CIBC's posted interest rates used in the IRD calculation.

   (ii) the principal balance of your mortgage loan.

***FOR INFORMATION ONLY - NOT VALID FOR PAYOUT PURPOSES***