

Worksheet
Standard Assignment
Post Occupancy

Suite: 204 Tower: PS17 Date: Jan 31st Completed by: Noni

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 Aird & Berlis LLP in Trust *need 15%*
- ☐ 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): *Statement of adjustment \$1500 plus HST*
- ☐ 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:

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

EIHAB MAHIR EL- TAJI (the "Purchaser")

Suite 204 Tower ONE Unit 4 Level 2 (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 One Thousand Five Hundred (\$1,500.00) Dollars plus applicable HST by way of certified funds as an administration fee to the Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's request for consent to such assignment.

- (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 31st day of January 2016.

Witness:

Purchaser: EIHAB MAHIR EL-TAJI

DATED at Mississauga this 31 day of January 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

Assigns lawyer

Moni Grewal

From: Bruno Gomes <bruno@mcdadi.com>
Sent: Wednesday, January 31, 2018 2:31 PM
To: Moni Grewal; bruno@mcdadi.com
Subject: Lawyer Contact for Eihad Elkaji unto 204

Justin Chun Ting Lo, B.Sc.H., J.D.

Barrister, Solicitor & Notary Public

Nanda & Associate Lawyers Professional Corporation
2980 Drew Road, Suite 228
Mississauga, Ontario L4T 0A7
Tel: 905-405-0199 ext.294

Fax: 905-405-0119

Email: justin@nanda.ca

www.nanda.ca

Bruno Gomes, BBA, M.Eng Tech
Sales Representative

Sam McDadi Real Estate Inc., Brokerage
Office: 905.502.1500
Direct Cell: 647.999.6480

WWW.MCDADL.COM

This message is being sent via voice recognition or mobile device. Please excuse spelling, brevity, abbreviations and any typos or grammatical errors, thank you.

Not intended to solicit any buyers or sellers currently under contract with any brokerage.

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 8th day of February 2018.

AMONG:

Elhab Mahir El - Taji

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Nicola Vitucci

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) CORP.

(hereinafter called the "Vendor")

OF THE THIRD PART.

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 25th day of May, 2016 and accepted the 27th day of May, 2016 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 4, Level 2, Suite 204, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4011 Brickstone 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. 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

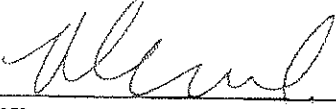


Assignee's interest under the Agreement or this Assignment to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.

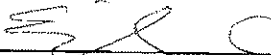
6. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and 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 Aird & Berlis LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of ~~Five~~ ^{Fifteen} Hundred Dollars (~~\$5,000.00~~ ^{\$15,000.00}) plus HST. (60) (10)
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. J
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 8th day of February 2018.



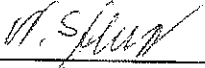
Witness



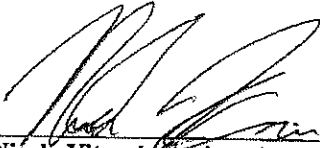
Eihab Mahir El - Taji (Assignor)

Witness

(Assignor)



Witness



Nicola Vitucci (Assignee)

Witness

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: 
Name: _____
:
Title: Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME:

Nicola Vitucci

DATE OF
BIRTH

1970/12/31

YYYYMMDD

SIN #

ADDRESS:

22 Bridlefield Cres
Bolton, ON L7E 1S8

PHONE:

Tel: 416 808 4812

Cell: _____

Facsimile: _____

E-mail:

VITUCCINO@Yahoo.CA

ASSIGNEE

NAME:

DATE OF
BIRTH

YYYYMMDD

SIN #

ADDRESS:

PHONE:

Tel: _____

Cell: _____

Facsimile: _____

E-mail:

ASSIGNEE'S
SOLICITOR:

NAME:

Thapilyal Rai Pro Law

ADDRESS:

2565 Steeles Ave E. #18
Brampton, ON L6T 4L6

PHONE:

Bus: 905 463 2088

Facsimile: _____

E-mail:

prashant@pmlawyers.ca

31202746.1

Assignor's lawyer info.
Justin Chan Ting Lo
Nanda and Associate Lawyers Professional Corporation
2980 Drew Road, Suite 228
Mississauga, ON L4T 0A7
905 405 0189 ext. 294
justin@nanda.ca

Ontario

Driver's Licence
Permis de conduire

ON
CANADA

1.3 NAME (NOM)

VITUCCI
NICOLA

1.22 BRIDLEFIELD CRES
BOLTON, ON. L7E 1S8

14. NUMBER
NO. 20

V4726 - 59107 - 01231

16. ISS/DEL

2015/01/13

18. EXP/EXP 2019/12/31

1. DC/REF

DC2015696

19. HT/HAUT 170 cm

15. SEX/SEX

M

1. CLASS

G

CATEG

12. RES/RES
CORS


1970/12/31


SMALL PAGE

Signature Realty

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;

(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.

Sales Representative/Broker Name: Ms. Lion Deal
Date Information Verified/Credit File Consulted: Feb 2, 2018

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 CRE's materials on REALTOR Link®.

1. Full legal name of individual: Nicola Vitucci

3. Date of Birth: 12/12/1951

1. Type of Identification Document: Driver's License

3. Issuing Jurisdiction: ONTARIO
4. Document Expiry Date: 2015/11/31 Country: CANADA

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

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

2. Reference Number of Credit File:

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 (800-828-6882)

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

☐ Verify the individuals' name and confirm a financial account*

- ☐ Name of Source:
- ☐ Financial Account Type:
- ☐ Account Number*:

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

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Individual Identification Information Record

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

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

1. Measures taken to Ascertain Identity (check one):
- ☐ Asked unrepresented individual for information to ascertain their identity
 - ☐ Other, explain:

Date on which above measures taken:

2. Reason why measures were taken (check one):
- ☐ Asked unrepresented individual for information to ascertain their identity
 - ☐ Other, explain:

B. Verification of Third Parties

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

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):

- ☐ Yes
- ☒ No

Measures taken (check one):

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

Date on which above measures taken:

Reason why measures were unsuccessful (check one):

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

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

- ☐ No
- ☐ Yes, explain:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party:
2. Address:
3. Date of Birth:
4. Nature of Principal Business or Occupation:
5. Incorporation number and place of issue (if applicable):
6. Relationship between third party and client:



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Individual Identification Information Record

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

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

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

Low Risk

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

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.



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Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

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

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

☒ Residential property

☐ Commercial property

☐ Other, please specify:

☐ Residential property for income purposes

☐ Land for Commercial Use

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

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

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

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

D.3 Suspicious Transactions

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



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WEBForms® April 2017



Mortgage Approval Letter
Application No: 4335071
Property: Unit 204, 4011 BRICKSTONE MEWS, MISSISSAUGA, ON, L5B 0J7
Date Issued: Feb 9, 2018

NICOLA VITUCCI
330 RATHBURN RD W
APT 807
MISSISSAUGA, ON
L5B3Y1

SERVICING BRANCH
WEST METRO COMMERCIAL BANKING CENTRE 2 Robert
Speck Parkway, Suite 100 Mississauga Ontario Canada L4Z 1H8
97832
(905) 276-4540

Dear NICOLA VITUCCI

Congratulations! Your Scotia Mortgage® has been conditionally approved subject to the conditions set out in this Mortgage Approval Letter.

Our goal is to make your mortgage experience as simple as possible. To ensure your mortgage closes on time, please provide all required documentation to us no later than Feb 16, 2018. You can continue to track your mortgage status throughout the process in your Personal Dashboard on Scotia Online Banking. Here's a summary of your mortgage details:

Scotia Total Equity® Plan	Registered Mortgage Amount: \$346,000.00
Yes: _____ No: <u>X</u> _____	

MORTGAGE 1

Total Loan Amount:	\$276,800.00	Bi-Weekly Payment:	\$658.53*	Interest Rate:	3.05%+
Amortization:	25 years	Advance Date:	Feb 15, 2018	Term:	3 Year Closed - Fixed Rate Mortgage
Insurance Premium:	\$0.00	Taxes to be Paid:	By customer	Guarantor(s):	N/A

Mortgage Solution: Scotia Bank Value Mortgage**

* Principal and Interest Only. Payments do not include Scotia Mortgage Protection premium or tax payment. If you have coverage under Scotia Mortgage Protection, your creditor insurance premium will be collected together with your mortgage payment if you have been advised accordingly. If you are required to make tax payments to us, those payments will be collected with your mortgage payment.
+ See Interest Rate Section for more information.
** The Scotia Bank Value Mortgage Solution allows you to (i) prepay up to 10% of the original principal amount of the mortgage once during each year of the term and (ii) increase your regular mortgage payment by up to 10% of the principal and interest payment originally set for the term once during each year of the term. Those options apply to partial prepayments only. They are available each year and cannot be saved for use in a later year. Additional restrictions may apply. Further details on the Scotia Bank Value Mortgage Solution will be included in your personal credit agreement.

What's next? There are three steps remaining to finalize your mortgage application.

STEP 1:

Read this Mortgage Approval Letter and provide your signed acceptance to us. The conditions you must meet to finalize your mortgage are set out starting on page 2 of this Mortgage Approval letter - some of these may already be complete.

STEP 2:

Submit all the documents needed to meet any outstanding conditions directly in Scotia Online® Banking, or in person at any Scotiabank branch. Please be sure to reference your application number when providing the material to our branch Representative (s). When we receive your documents, we'll review and verify them.

STEP 3:

You may need to visit us again to finalize your mortgage. You'll also need to meet with your lawyer to sign various documents prior to the closing date.

We understand this financing is a major life event and we're here to help. If you have any questions, please don't hesitate to contact your Financial Advisor. Thank you for choosing Scotiabank.



Mortgage Approval Letter

Application No: 4335071

Property: Unit 204, 4011 BRICKSTONE MEWS, MISSISSAUGA, ON, L5B 0J7

Date Issued: Feb 9, 2018

Sincerely,
Sonja Bose

CONDITIONS OF APPROVAL

GENERAL

Appraisal - Scotiabank to order - Condition Has Been Satisfied

CEA:26 - Condition Has Been Satisfied

CEA:2 - Condition Has Been Satisfied

CEA:9 - Condition Has Been Satisfied

CEA:6 - Condition Has Been Satisfied

CEA:24 - Condition Has Been Satisfied

CEA:38 - Condition Has Been Satisfied

CEA:38 - Condition Has Been Satisfied

PROPERTY

Offer and Listing - Condition Has Been Satisfied

New Home Warranty - Condition Has Been Satisfied

Debt Payout - Prior to Adv - Condition Has Been Satisfied

Downpayment-Own Resources Uninsured - Condition Has Been Satisfied

Downpayment - Investments - Condition Has Been Satisfied

Downpayment - Proven Assets - Condition Has Been Satisfied

COVENANT

Income - Salary and Wage/ Full-time - Condition Has Been Satisfied

GENERAL CONDITIONS

GENERAL

Condition Fulfillment

You will pay all fees associated with arranging this mortgage, which includes any legal, survey, appraisal, and insurance mortgage costs. All costs incurred to arrange this mortgage are your responsibility.

Cancellation Clause

We may cancel this approval if we find your financial status has changed materially from what you disclosed in this application, if there has been any misrepresentation of the facts in your application or other documentation or if there has been a negative change in the value of the property. We reserve the right to request additional information and documentation from you after the date of this approval before your mortgage is finalized. We will determine, in our sole discretion, whether a condition has been satisfied.

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.

DOCUMENT FEES

Appraisal - fee

The appraisal fee will be deducted from the mortgage loan proceeds.

PROPERTY

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 Occupancy Required - Principal Residence

You must occupy the subject property as your principal residence.

LAWYER

Solicitor

This transaction will be completed by a solicitor/notary. We will instruct the solicitor/notary upon receipt of acceptance of this conditional approval and the requested information. For refinance transactions, the solicitor/notary will be responsible to pay out existing non-Scotiabank debts from the mortgage proceeds.

Title Insurance - All provinces except BC & NB

Your solicitor will advise you if title insurance is required to complete this transaction, if title insurance is required all costs incurred will be your responsibility.

MISCELLANEOUS

Property - Taxes Uninsured

You are responsible to pay any municipal and other property taxes directly to the Municipality when they become due, and provide confirmation of payment to us when requested.

INTEREST RATE

Rate - Discount

We guarantee you our Fixed Annual interest rate(s) and term(s) until May 7, 2018. Guaranteed Fixed Annual Interest Rate of 3.05%. This is our posted rate, on the day of your application, of 3.94% on a 3 year term minus your discount/Rate Variance of -0.89%.



Mortgage Approval Letter
Application No: 4335071
Property: Unit 204, 4011 BRICKSTONE MEWS, MISSISSAUGA, ON, L5B 0J7
Date Issued: Feb 8, 2018

TERMS

Term Start Date

The Term Start Date will be the advance date. We are not obligated to advance funds 60 days after the Term Start Date or 180 days after the date of this agreement, whichever is earlier.

CUSTOMER AUTHORIZATION / ACKNOWLEDGEMENT

In this Letter, "we", "our" and "us" mean any member of the Scotiabank Group or the collective Scotiabank Group* and includes 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.

When you apply for, accept, or guarantee a loan or credit facility Service or otherwise become indebted to us, we may collect, use, disclose, 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, 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 and as such collection, use, and disclosure is necessary to maintain the accuracy, completeness and integrity of the credit reporting system, you may not withdraw your consent. You authorize any person whom we contact in this regard to provide such information to us.

We may also collect your personal information, use it, and disclose it to any person or organization for the purposes described in the Scotiabank Privacy Agreement, including marketing purposes. Your consent to receive marketing communications is not a condition of doing business with us and you may withdraw it at any time.

With your consent, we may collect your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity, however, you are not required to provide us with your SIN for these purposes.

By signing this Letter, you agree to the terms of the Scotiabank Privacy Agreement, a copy of which has been or will be provided to you and can be obtained at any Scotiabank branch or from our website at Scotiabank.com/privacy.

Third Party Determination - By signing this Letter you confirm that the product(s) and/or service(s) offered to you in this Letter will not be used for or on behalf of any individual or entity other than you and the other parties named in the 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.

CONSENT TO WAIVE TIMING OF DISCLOSURE

Cost of borrowing disclosure for a credit agreement secured by real property must be provided to you two clear business days before entering into the credit agreement unless you waive this requirement. You consent to receiving the required cost of borrowing disclosure at the time you enter into a personal credit agreement with us.

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.

* Scotiabank Group means, collectively, The Bank of Nova Scotia and all of its affiliates and subsidiaries with respect to their operations in Canada.

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

NICOLA VITUCCI