

Worksheet Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Tower : Block 9 North Date : 25th April 19
Suite : 407 Completed by : _____

Please mark if completed:

- ☒ Copy of Assignment Amendment
- ☒ Assignment Agreement Signed by both Assignor and Assignee
- ☒ Certified Deposit Cheque for Top up Deposit to 0.00 % payable to Aird & Berlis LLP (In Trust).

- ☒ Certified Deposit Cheque of \$ 0.00 for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Nine New Development Partnership.
- ☐ Courier to _____ at Amacon head office (Toronto).
- ☒ Agreement must be in good standing Funds in Trust \$ 59,535.00 as of Feb 25/2019

☒ Assignors Solicitors information

Shane Hilton Professional Corporation

shanehiltonlaw@gmail.com

☒ Assignees Solicitors information

Sarah Razouk

310-2600 Edenhurst Drive, Mississauga, ON, L5A 3Z8

T. (905) 232.1095 F. (905) 232.1096

- ☐ 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 customerareto@amacon.com

- ☒ Include Fintrac for Assignee
- ☒ Copy of Assignees ID
- ☒ Copy of Assignees Mortgage Approval

The Assignee can close at occupancy closing as long as all of the Attune have been completed and submitted.

NOTE

Once all of the above is completed, email the full package immediately to _____ will execute and the Amacon admin team will forward it immediately to _____ email.

The Parkside Admin team must courier the full hardcopy package to _____ office.

Please remember that the Assignment fee cheque should be couriered to AMACON.

Handwritten signature

Fd/CV/Assignment Worksheet

DEPOSIT TO DATE: \$ 50760.00
15%

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

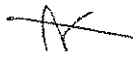
THIS ASSIGNMENT made this day of 20

A M O N G:

 Anna Katrina Macaraeg Ong See and Regin Kyle S Ong See
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

 Mohammad Alda'amsak, A.
(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 13th day of November, 2015 and accepted the 20th day of November, 2015 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 7, Level 4, Suite 407, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as Block 9 North, 4055-4085 Parkside Village Dr., 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:

- 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;
- 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.
- 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.
- 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.
- 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

 M.A. Tgh

- 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 Hundred Dollars (\$500.00) plus HST.
12. The Assignor and Assignee agree to provide and/or execute such further and other documentation as may be required by the Vendor in connection with this assignment, including, but not limited to, satisfaction of Vendor's requirements to evidence the Assignee's financial ability to complete the transaction contemplated by the Agreement, Assignee's full contact information and Assignee's solicitor's contact information.
13. Details of the identity of the Assignee and the solicitors for the Assignee are set forth in Schedule "A" and in the Vendor's form of Information sheet. Notice to the Assignee or to the Assignee's solicitor, shall be deemed to also be notice to the Assignor and the Assignor's solicitors.
14. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
15. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns, as the case may be. If more than one Assignee is named in this Assignment Agreement, the obligations of the Assignee shall be joint and several.
16. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement.

DATED this ____ day of ____ 20__

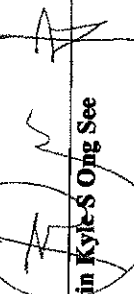
Witness

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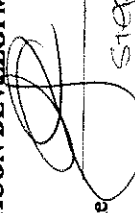

Anna Katrina Macaraeg, Ong See (Assignor)


Regin Kyle-S Ong See (Assignor)


Mohammad Alda'amsah (Assignee)
M.A.

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: 
Name: Stephanie Baykne
Title: Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE	NAME: <u>Mohammad AlDagamsa</u>
	DATE OF BIRTH: <u>1992 / 11 / 19</u> <u>533 129 912</u> YYMMDD SIN #
	ADDRESS: <u>3235 High Springs Crest</u> <u>Mississauga, ON L5B 4G6</u>
	PHONE: Tel: _____ Cell: <u>647 609 0121</u> Facsimile: _____
	E-mail: _____
ASSIGNEE	NAME: _____
	DATE OF BIRTH: _____ YYMMDD SIN #
	ADDRESS: _____
	PHONE: Tel: _____ Cell: _____ Facsimile: _____
	E-mail: _____
ASSIGNEE'S SOLICITOR:	NAME: <u>Sarah Razzouk</u>
	ADDRESS: <u>310-2600 Edenhurst Dr</u> <u>Mississauga, ON L5A 3Z8</u>
	PHONE: Bus: <u>905-232-1095</u> Facsimile: _____
	E-mail: <u>SRazzouk@razzouklaw.ca</u>

Schedule "A"

Details of Assignee

ASSIGNOR	NAME	: Anna Katrina Macaraeg Ong See and Regin Kyle S Ong See
	DATE OF BIRTH	: Nov 11-1987 // June 9/1986
	SIN	: 579 . 596 . 594 // 559 . 313 . 408
	ADDRESS	: 1305-1055 Southdown Rd
		: Mississauga, Ontario L5J 0A3
	Tel	:
	Cell	: 647-546-3294
	Facsimile	:
	E-mail	: onseekatrina@gmail.com // reginongsee@yahoo.com
ASSIGNOR'S SOLICITOR		: Shane Hilton Professional Corporation
	ADDRESS	:
	Tel / Facsimile	: shanehiltonlaw@gmail.com
	E-mail	: friedland@jodlaw.com
	Cell	:

ASSIGNEE	NAME	: Mohammed Alda'amsah
	DATE OF BIRTH	: November 11/1992
	SIN	: 533-129-912
	ADDRESS	: 3235 High Springs Cres
		: Mississauga, Ontario L5B 4G6
	Tel	: 647-608-0121
	Cell	: 647-302-6193
	Facsimile	:
	E-mail	: hishammm@yahoo.com
		: hamodeh99@live.com
ASSIGNEE'S SOLICITOR		: Sarah Razzouk
	ADDRESS	: 310-2600 Edenhurst Drive, Mississauga, ON, L5A 3Z8
	Tel / Facsimile	: T. (905) 232.1095 F. (905) 232.1096
	E-mail	: stazzouk@razzouklaw.ca
	Cell	:

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

1. The purchase price of the Unit (the "Purchase Price") is Three Hundred Thirty-Eight Thousand Four Hundred (\$338,400.00) DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:
 - (a) to Blaney McMurtry LLP (the "Vendor's Solicitors"), in Trust, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:
 - (i) the sum of Two Thousand (\$2,000.00) Dollars submitted with this Agreement;
 - (ii) the sum of Fourteen Thousand Nine Hundred Twenty (\$14,920.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
 - (iii) the sum of Sixteen Thousand Nine Hundred Twenty (\$16,920.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
 - (iv) the sum of Sixteen Thousand Nine Hundred Twenty (\$16,920.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
 - (v) the sum of Sixteen Thousand Nine Hundred Twenty (\$16,920.00) Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);
 - (b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.
2. The Purchaser shall occupy the Unit on June 14, 2018 being the First Tentative Occupancy Date set in accordance with the TARIION Statement of Critical Dates ("TARIION Statement") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARIION Statement and the TARIION Delayed Occupancy Warranty Addendum (together, the "TARIION Statement and Addendum") annexed hereto (the "Occupancy Date").
 - (b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARIION Statement and Addendum (the "Closing Date"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 58 hereof, Schedules "A" (Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARIION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARIION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 13 day of December, 2015.

SIGNED, SEALED AND DELIVERED
 in the Presence of:

Witness:

ANNA KATRINA MACARAEONG ONG SEE
 Purchaser: ANNA KATRINA MACARAEONG ONG SEE D.O.B. 11-Nov-87 S.L.N. 579-566-594
REGINKYLE S ONG SEE
 Purchaser: REGINKYLE S ONG SEE D.O.B. 09-Jun-86 S.L.N. 559-313-408

DATED at TORONTO this 20 day of NOVEMBER, 2015.

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

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer

I/We have the authority to bind the Corporation.

Property: Parkside Village - Block 9 - North Suite: 407 -

Statement Of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR AMACON DEVELOPMENT (CITY CENTRE) CORP.

PURCHASER ANNA KATRINA MACARAEG ONG SEE and REGIN KYLE S ONG SEE

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the 14th day of June, 2018.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

the ___ day of ___, 20___

Final Tentative Occupancy Date

or

the ___ day of ___, 20___

Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 14th day of June, 2021.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

the 16th day of March, 2018.

(i.e., at least 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser's Termination Period

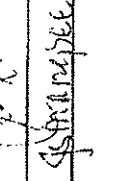
If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on:

the 14th day of July, 2021.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 5th day of November, 2015.

VENDOR : _____ **PURCHASER :** _____
 

Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWPA Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion's MyHome on-line portal and visit Tarion's website - tarion.com, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	
AMACON DEVELOPMENT (CITY CENTRE) CORP.	
Full Name(s) 38706	Address Suite 400, 37 Bay Street
Tarion Registration Number (416) 369-8069	City Toronto
Phone (416) 369-8068	Province Ontario
Fax	Postal M5J 3B2
Email info@amacon.com	
PURCHASER	
ANNA KATRINA MACARAEG ONG SEE and REGIN KYLE S ONG SEE	
Full Name(s) 2256 BROWSGROVE ROAD Apt# 46	
Address (647) 546-3294	City MISSISSAUGA
Phone (647) 546-3294	Province ONTARIO
Fax	Postal L5J 4A3
Email ongsee@trifine@gmail.com	
PROPERTY DESCRIPTION	
Municipal Address Mississauga	
City Block 5, Plan 43M-1925, City of Mississauga	
Short Legal Description 	
Postal Code 	
INFORMATION REGARDING THE PROPERTY	
The Vendor confirms that:	
(a) The Vendor has obtained Formal Zoning Approval for the Building.	☒ Yes ☐ No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.	
(d) Commencement of Construction: ☐ has occurred, or ☒ is expected to occur by June 15, 2016	
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.	
*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.	

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

ANNA KATRINA MACARAEG ONG SEE and REGIN KYLE S ONG SEE (the "Purchaser")
Suite 407 Tower 9 North Unit 7 Level 4 (the "Unit")

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

Delete: FROM THE AGREEMENT OF PURCHASE AND SALE

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

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

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

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

- (i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants, agreements and obligations under the Agreement;
- (iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- (iv) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form;
- (v) pays the sum Zero (\$0.00) Dollars plus applicable HST by way of certified funds as an administration fee to the Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's request for consent to such assignment.

2/10/05

(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 13 day of November, 2015.

Witness:

Purchaser: ANNA KATRINA MACARAEONG ONG SEE

Witness:

Purchaser: REGIN KYLE S ONG SEE

DATED at TORONTO this 20 day of NOVEMBER, 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signatory Officer

I have the authority to bind the Corporation

mac-af 3/17 and 2/20/15

Page 2 of 2

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

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

ANNA KATRINA MACARAEONG ONG SEE and REGIN KYLE S ONG SEE (the "Purchaser")

Suite 407 Tower 9 North Unit 7 Level 4 (the "Unit")

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

DELETE:

(iii) the sum of Sixteen Thousand Nine Hundred Twenty **(\$16,920.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser.

(iv) the sum of Sixteen Thousand Nine Hundred Twenty **(\$16,920.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and

(v) the sum of Sixteen Thousand Nine Hundred Twenty **(\$16,920.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

(iii) the sum of Sixteen Thousand Nine Hundred Twenty **(\$16,920.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser.

(iv) the sum of Sixteen Thousand Nine Hundred Twenty **(\$16,920.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser; and

(v) the sum of Sixteen Thousand Nine Hundred Twenty **(\$16,920.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

Dated at Mississauga, Ontario this 13 day of November, 2015.

SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness

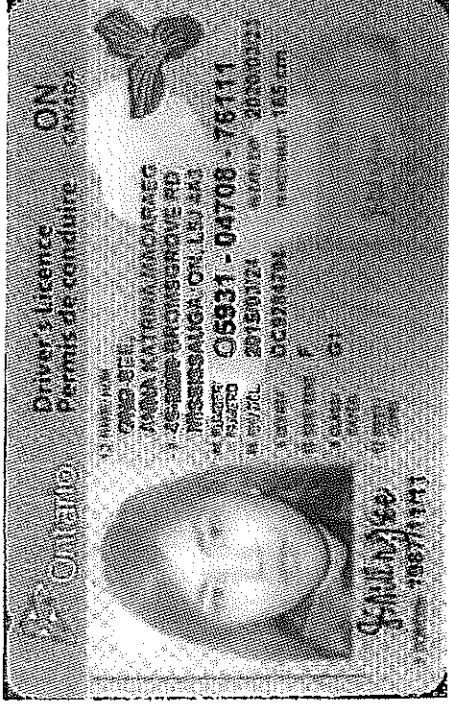
Witness

Signature of SEE
Purchaser - ANNA KATRINA MACARAEONG ONG SEE

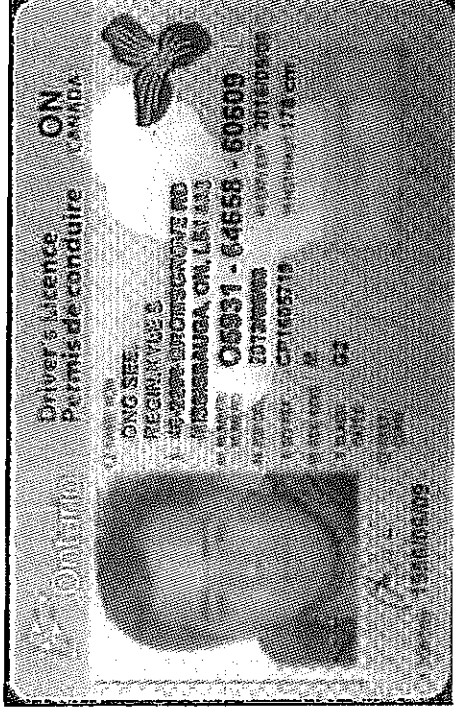
Signature of SEE
Purchaser - REGIN KYLE S ONG SEE

Accepted at Toronto this 20 day of NOVEMBER, 2015.
AMACON DEVELOPMENT (CITY CENTRE) CORP.

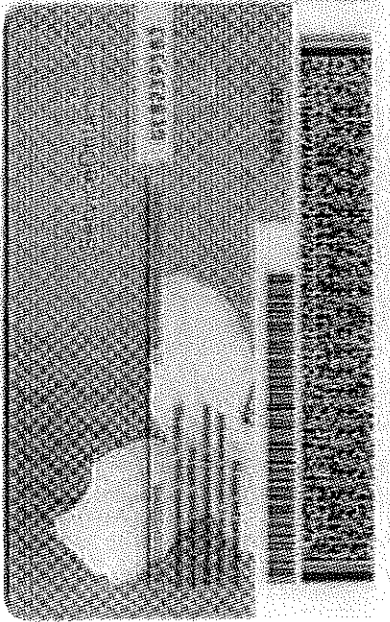
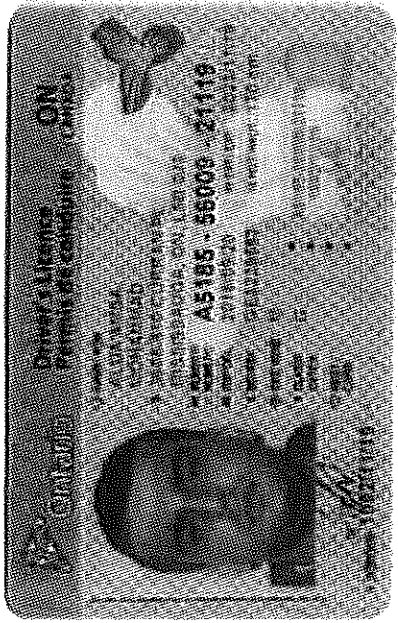
Per: [Signature] c/s
Authorized Signing Officer
I have the authority to bind the Corporation.



SIN: 579 596-594



SIN: 559 . 313 . 408



SIN: 533-129-912

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: 4065 - 4085 Parkside Village Dr 407 (Block 9 North - Level 4 - Unit 7)
 Mississauga, ON
Sales Representative/Broker Name: Moe Dib
Date Information Verified/Credit File Consulted: April 25/2019
 CITYVIEW REALTY INC., Brokerage

A. Verification of Individual Mohammad Alda'ansah

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

1. **Full legal name of individual:** Mohammad Alda'ansah
2. **Address:** 3235 High Springs Cres
 Mississauga, Ontario L5B 4G6
3. **Date of Birth:** November 11/1992
4. **Nature of Principal Business or Occupation:** Business Owner / Dollar Store

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:** DL
(See www.orea.org for a list of acceptable documents)
2. **Document Identifier Number:** A5183-36009271119
(See CREA's FINTRAC materials on REALTOR Link® for examples)
3. **Issuing Jurisdiction:** Province of Ontario
(Insert applicable province/territory. Foreign Jurisdiction or "Canada")
4. **Document Expiry Date:** 2023-11-11
(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:**
(must be valid and not expired; must be recent if no expiry date)
 - ☐ **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:**
(must be valid and not expired; must be recent if no expiry date)
 - ☐ **Account Number**:**
(must be valid and not expired; must be recent if no expiry date)
- ☐ Verify the individual's name and confirm a financial account*
 - ☐ **Name of Source:**
 - ☐ **Financial Account Type:**
 - ☐ **Account Number**:**

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



This document has been prepared by The Canadian Real Estate Association to assist members in complying with requirements of Canada's *Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*. © 2014-2017.

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. Reasons why measures were unsuccessful (check one):

- ☐ Unrepresented individual did not provide information
☐ 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:

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.

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.

10358 (1215) THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

6760 MEADOWVALE TOWN CENTRE CIRCLE
MISSISSAUGA, ON L5N 4B7

DATE 2019-06-10

Transit-Serial No. 159-88621439

Pay to the Order of AIRD AND BERLIS LLP

~~*****FIVE HUNDRED*****~~ \$ *****500.00

Re ~~89N-407~~

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer *[Signature]*
Counter-signed

Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈88621439⑈ ⑆09612004⑆ ⑈3808⑈

10358 (1215) THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

2580 HURONTARIO STREET
MISSISSAUGA, ON L5B 1N5

DATE 2019-06-11

Transit-Serial No. 64-88831708

Pay to the Order of AIRD AND BERLIS LLP, IN TRUST

\$ *****2,000.00

Re ~~89N-407~~

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer *[Signature]*
Counter-signed

Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈88831708⑈ ⑆09612004⑆ ⑈3808⑈

June 14, 2019
Mikeling