

Worksheet
Standard Assignment

Suite: 3102 Tower: AVIA 1 Date: 16th May 2023 Completed by: Jasmina F.

Please mark if completed:

- ☐ Original Closing Date _____
- ☐ New Closing Date _____
- ☐ Copy of Date Change Amendment
- ☒ Copy of Assignment Amendment
- ☒ Assignment Agreement Signed by both Assignor and Assignee.
- ☐ Assignment Fee \$ N/A
 - ☐ Certified Cheque (Amacon City Centre Nine Development Partnership)
 - ☐ Final Statement of Adjustment
- ☒ Agreement must be in good standing. Funds in Trust: \$ 74,281.50 ✓ 17%
- ☐ Assignors Solicitors information
- ☒ Assignees Solicitors information
- ☒ Include Fintrac for Assignee – Occupation and Employer
- ☒ Copy of Assignees ID
- ☒ Copy of Assignees Mortgage Approval
- ☒ ~~\$1000~~ legal fee cheque to be paid to Aird & Berlis
 - \$500 + top up deposit to 25% \$34,956.00 ✓

Note:

Once all the above is completed, email the full package immediately to Stephanie for execution of the Assignment agreement. Stephanie will execute and the Amacon admin team will forward immediately to Aird & Berlis LLP via email. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

Daniel Zareh personal Unit
3rd Party Assignment:

\$ 109,237.50 (25%)



Avia Tower One

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

DANIEL WILLIAM ZAREHHOSSAINABADI (the "Purchaser")

Suite **3102** Tower **Avia 1** Unit **2** Level **31** (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:

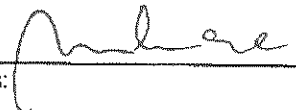
- (i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants, agreements and obligations under the Agreement;
- (iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- (iv) acknowledges that the Vendor's consent is conditional on the purchaser and potential assignee meeting all of the requirements of the Vendor for such assignment, which requirements shall be set out in a letter from the Vendor's Solicitor to the Purchaser's Solicitor;
- (v) Acknowledges that the HST Rebate that may have otherwise been available to the Purchaser shall no longer be available to the Purchaser or the assignee on final closing notwithstanding any potential qualification for same and the assignee or the Purchaser, as the case may be, shall be required to pay the full amount of the applicable HST to the Vendor on Final closing;

- (vi) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form for delivery to the Vendor;
- (vii) Complies in all respects with the Vendor's conditions of assignment approval letter;
- (viii) Pays the sum Zero (\$0.00) Dollars plus HST by way of certified cheque as an administration fee to the Vendor for permitting such sale, transfer or assignment, payable to the Vendor at the time of the Purchaser's request for consent to the assignment, which sum is non-refundable;
- (ix) 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.
- (x) Pays the Vendor Solicitor's legal fees of \$500.00 plus HST, to be submitted with the request by way of certified cheque payable to Aird & Berlis LLP, which fees are non-refundable;

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 2nd day of April, 2019.

Witness: 


Purchaser: DANIEL WILLIAM ZAREHHOSSAINABADI

DATED at Mississauga, Ontario this 2nd day of April, 2019.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AVIA

SUITE 3102 UNIT 2 LEVEL 31

AVIA – Tower One - 430 Square One Drive, Mississauga

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 15th day of May 2023.

AMONG:

DANIEL WILLIAM ZAREHHOSSAINABADI

(hereinafter called the “Assignor”)

OF THE FIRST PART;

- and -

ALBIER AYOUB MICHAIEL and IRENE MICHAIEL

(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 2nd day of April 2019 and accepted the 2nd day of April 2019 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 31, Suite 3102, together with 0 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as Avia Tower One, 430 Square One Drive, 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 Assignee shall pay 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.
12.

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.
13.

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.
14.

a) The Assignee represents and warrants to the Vendor, its officers, directors and employees and to its sales brokers and agents as well as to the Vendor's lawyers (collectively, the "Indemnified Parties");

(i) that he/she is familiar with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c.10 s.235 and all regulations made thereunder, as same may be amended from time to time;

(ii) that he/she has obtained independent legal advice or otherwise satisfied himself/herself as to its implications with respect to the Assignee in connection with the agreement; and

(iii) that he/she is either not a non-Canadian within the meaning of the Act or is excepted from the prohibition pursuant to Section 4(2) thereof.

b) The Assignee hereby fully and completely indemnifies and saves harmless each of the Indemnified Parties from and against any loss, liability, cost, damage, or harm which may result to any of the Indemnified Parties from the Assignee's foregoing representation and warranty at any time being or becoming untrue or inaccurate, and this provision shall survive closing.

c) The Assignee agrees to forthwith at any time or times provide such evidence by way of certificate, statutory declaration or otherwise and/or to produce any evidence as may be requested by any of the Indemnified Parties, including, a currently valid Canadian Passport and/or Certificate of Canadian Citizenship, in order to satisfy the Indemnified Parties as to the truth and accuracy of the Assignee's foregoing representation and warranty.
15.

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.
16.

Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
17.

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.
18.

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 _____ 2016-May-23.

Witness

Witness

DocuSigned by:

DANIEL ZAREHHOSSAINABADI

DANIEL WILLIAM ZAREHHOSSAINABADI

(Assignor)

DocuSigned by:

AM

ALBERT AYUB MICHAEL and IRENE MICHAEL

(Assignee)

DocuSigned by:

AZE

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:	<u>ALBIER AYOUB MICHAIEL</u>	
	DATE OF BIRTH	<u>1973/10/30</u>	SIN # <u> </u>
		<u>YYYYMMDD</u>	
	ADDRESS:	<u>5592 Trailbank Drive Mississauga ON L5M 0H8</u>	
	PHONE:	Tel: <u>416-727-9147</u>	
		Cell: <u> </u>	
		Facsimile: <u> </u>	
	E-mail:	<u>albier@rogers.com</u>	
ASSIGNEE	NAME:	<u>IRENE MICHAIEL</u>	
	DATE OF BIRTH	<u>1978/11/10</u>	SIN # <u> </u>
		<u>YYYYMMDD</u>	
	ADDRESS:	<u>5592 Trailbank Drive Mississauga ON L5M 0H8</u>	
	PHONE:	Tel: <u>416-662-4738</u>	
		Cell: <u> </u>	
		Facsimile: <u> </u>	
	E-mail:	<u>irene @rogers.com</u>	
ASSIGNEE'S SOLICITOR:	NAME:	<u>Douglas M. Davidson</u>	
	ADDRESS:	<u>105 - 1140 Burnhamthorpe Rd. W. Mississauga ON L5C 4E9</u>	
	PHONE:	Bus: <u>905-279-3330 ext. 224</u>	
		Facsimile: <u>905-279-2735</u>	
	E-mail:	<u> </u>	

41454512.1

AVIA

Suite No. 3102, Unit 2, Level 31, (the "Unit")

AVIA – Tower One - 430 Square One Drive, Mississauga

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
ASSIGNMENT**

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.
(the "Vendor")

– and –

ALBIER AYOUB MICHAIEL and IRENE MICHAIEL
(the "Purchaser")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser on 2nd April 2019 and accepted by the Vendor on 2nd April 2019 (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, transfer or sell its interest in the Agreement, provided that the Purchaser first:

- (i) obtains the written consent of the Vendor of the potential assignee, which consent may be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible on a joint and several basis with the approved assignee for all Purchaser's 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) acknowledges that the Vendor's consent is conditional on the purchaser and potential assignee meeting all of the requirements of the Vendor for such assignment, which requirements shall be set out in a letter from the Vendor's Solicitor to the Purchaser's Solicitor;
- (v) acknowledges that the HST Rebate that may have otherwise been available to the Purchaser shall no longer be available to the Purchaser or the assignee on final closing notwithstanding any potential qualification for same and the assignee or the Purchaser, as the case may be, shall be required to pay the full amount of the applicable HST to the Vendor on Final Closing;



- (vi) obtains an assignment and assumption agreement from an approved assignee in the Vendor’s standard form for delivery to the Vendor;
- (vii) The Assignor represents and warrants to the Vendor, its officers, directors and employees and to its sales brokers and agents as well as to the Vendor’s lawyers (collectively, the “Indemnified Parties”): (i) that he/she is familiar with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c.10 s.235 and all regulations made thereunder, as same may be amended from time to time; (ii) that he/she has made appropriate to confirm that the Assignee has obtained independent legal advice or otherwise satisfied himself/herself as to its implications in connection with this assignment of the Agreement; and (iii) that he/she has made appropriate enquiries to confirm that the Assignee is either not a non-Canadian within the meaning of the Act or is excepted from the prohibition pursuant to Section 4(2) thereof.
- (viii) The Assignor hereby indemnifies and saves harmless each of the Indemnified Parties from and against any loss, liability, cost, damage, or harm which may result to any of the Indemnified Parties from the foregoing representation and warranty at any time being or becoming untrue or inaccurate.
- (ix) The Assignor agree to forthwith at any time or times provide or facilitate the delivery of such evidence by way of certificate, statutory declaration or otherwise and/or to produce any evidence as may be requested by any of the Indemnified Parties, including, a currently valid Canadian Passport and/or Certificate of Canadian Citizenship, in order to satisfy the Indemnified Parties as to the truth and accuracy of the Assignor’s foregoing representation and warranty.
- (x) Complies in all respects with the Vendor’s conditions of assignment approval letter;
- (xi) pays the sum Zero (\$0) Dollars plus HST by way of certified cheque as an administration fee to the Vendor for permitting such sale, transfer or assignment, payable to the Vendor at the time of the Purchaser’s request for consent to the assignment, which sum is non-refundable;
- (xii) 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 paid to that date does not represent twenty-five percent (25%) of the Purchase Price;
- (xiii) pays the Vendor Solicitor’s legal fees of \$500.00 plus HST, to be submitted with the request by way of certified cheque payable to Aird & Berlis LLP, which fees are non-refundable.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence.

DATED at _____, this _____ day of _____, 2016-May-23.

IN WITNESS WHEREOF the parties have executed this Amendment.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

DocuSigned by:
AM
Purchaser Albier Ayuoub Michael

DocuSigned by:
IRENE
Purchaser Irene Michael

DATED at Toronto, this 6 day of June, 2023.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AVIA

SUITE 3102 UNIT 2 LEVEL 31

AVIA – Tower One - 430 Square One Drive, Mississauga

AMENDMENT
AMACON DEVELOPMENTS (CITY CENTRE) CORP.
Prohibition on the Purchase of Residential Property by Non-Canadians

This amendment is an amendment to the Agreement of Purchase and Sale, the undersigned, ALBIER AYOUB MICHAIEL and IRENE MICHAIEL, (collectively, the “Purchaser”), hereby agrees with Amacon Development (City Centre) Corp. (the “Vendor”) to purchase the above-noted Residential Unit, together with 0 Parking Unit(s), and 1 Storage Unit(s), to be located in the proposed condominium project known as Avia Tower One, 430 Square One Drive, Mississauga, Ontario, Canada (the “Project”) 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:

- The Purchaser represents and warrants to the Vendor, its officers, directors and employees sales brokers and agents as well as to the Vendor’s lawyers (collectively, the “Indemnified Parties”) the following:
 - that he/she is familiar with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c.10 s.235 and all regulations made thereunder, as same may be amended from time to time;
 - that he/she has obtained independent legal advice or otherwise satisfied himself/herself as to its implications with respect to the Purchaser in connection with the Purchase Agreement; and
 - that he/she is either not a non-Canadian within the meaning of the Act or is excepted from the prohibition pursuant to Sections 4(2) and 4(3) thereof.
- The Purchaser hereby indemnifies and saves harmless each of the Indemnified Parties from and against any loss, liability, cost, damage, or harm which may result to any of the Indemnified Parties from the Purchaser’s foregoing representation and warranty at any time being or becoming untrue or inaccurate.
- The Purchaser agrees to forthwith at any time or times provide such evidence by way of certificate, statutory declaration or otherwise and/or to produce any evidence as may be requested by any of the Indemnified Parties, including, a currently valid Canadian Passport, Certificate of Canadian Citizenship or Canadian Permanent Resident Card, in order to satisfy the Indemnified Parties as to the truth and accuracy of the Purchaser’s foregoing representation and warranty both at the time of signing the Purchase Agreement and for closing.
- Where there is more than one (1) purchaser, this amendment shall apply to all named purchasers, mutatis mutandis.
- The parties acknowledge and agree that this Amendment may be executed in counterparts and by means of electronic transmission.

DATED at _____ this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED
in the presence of

WITNESS:

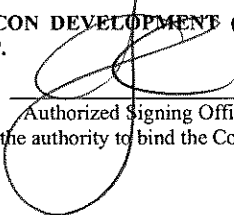
(as to all Purchasers’ signatures, if more than one purchaser)

DocuSigned by:
(AM)
PURCHASER: D.O.B. S.I.N.
Albier 30th October
Michael 1973
PURCHASER: D.O.B. S.I.N.
Irene Michael 10th November
1978
PURCHASER SOLICITOR:
Address: Douglas M Davidson 105-1140
Burnhamthorpe Rd. W. Mississauga, ON
L5C 4E9
Telephone: 905-279-3330 ext. 224 Facsimile: 905-279-2735

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED at Toronto this 6 day of June, 2022.

Vendor’s Solicitors:
AIRD & BERLIS LLP
181 Bay Street, Suite 1800, Toronto, ON M5J 2T9
Attn: Tammy A. Evans
Telephone: (416) 863-1500 Fax: (416) 863-1515

AMACON DEVELOPMENT (CITY CENTRE)
CORP.
Per: 
Authorized Signing Officer
I have the authority to bind the Corporation.

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.

Vendor: AMACON DEVELOPMENT (CITY CENTRE) CORP. Lot/Suite #: 3102 Phase/Tower: Avia 1 Plan No.:

Transaction Property Address:430 Square One Dr. in the City of Mississauga

Sales Representative/Broker Name: / IN2ITION REALTY

Date Information Verified: 12th May 2023

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:

ALBIER AYOUB MICHAIEL
2. Address:

5592 TRAILBANK DR
MISSISSAUGA, ONTARIO, L5M 0H8
3. Date of Birth:

October 30, 1973
4. Nature of Principal Business or Occupation:

Loblaw Digital/Director of Software Development

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 unless using technology capable of assessing a government-issued photo identification document’s authenticity.

1. Type of Identification Document*:

Drivers License
2. Document Identifier Number:

M4077-01817-31030
3. Issuing Jurisdiction:

ONTARIO Country:
4. Document Expiry Date:

October 30, 2024

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 and is derived from more than one source. 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). The individual does not need to be physically present.

Confirm 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**:

Confirm 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**:

Confirm 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. 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. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

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

Yes
✓ No

Describe why you think your client may be acting on behalf a third party:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity:

2. Address:

3. Telephone number:

4. Date of Birth (if applicable):

5. Nature of Principal Business or Occupation:

6. Registration or incorporation number, and jurisdiction and country that issued that number (if applicable):

7. 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/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:

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

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.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. 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.

Vendor: AMACON DEVELOPMENT (CITY CENTRE) CORP. Lot/Suite #: 3102 Phase/Tower: Avia 1 Plan No.:

Transaction Property Address:430 Square One Dr. in the City of Mississauga

Sales Representative/Broker Name: / IN2ITION REALTY

Date Information Verified: 12th May 2023.

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: IRENE MICHAEL
- 2. Address: 5592 TRAILBANK DR
MISSISSAUGA, ONTARIO, L5M 0H8
- 3. Date of Birth: November 10, 1978
- 4. Nature of Principal Business or Occupation: William Osler Hospital/occupational therapist

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 unless using technology capable of assessing a government-issued photo identification document's authenticity.

- 1. Type of Identification Document*: Drivers License
- 2. Document Identifier Number: M4077-36507-86110
- 3. Issuing Jurisdiction: ONTARIO Country:
- 4. Document Expiry Date: November 10, 2026

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 and is derived from more than one source. 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). The individual does not need to be physically present.

Confirm 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**:

Confirm 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**:

Confirm 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. 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. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

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

Yes
✓ No

Describe why you think your client may be acting on behalf a third party:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity:

2. Address:

3. Telephone number:

4. Date of Birth (if applicable):

5. Nature of Principal Business or Occupation:

6. Registration or incorporation number, and jurisdiction and country that issued that number (if applicable):

7. 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/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:

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

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:

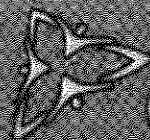
D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

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.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.



Ontario

Driver's Licence
Permis de conduire

ON
CANADA



1,2 NAME/NOM

MICHAËL,
ALBIÉR, AYOUB

8 5592 TRAILBANK DR
MISSISSAUGA, ON, L5M 0H8

4a NUMBER/
NUMÉRO

M4077 - 01817 - 31030

4b ISS/DEL

2019/09/27

4b EXP/EXP.

2024/10/30

5 DO/RÉF.

GN4205004

16 HGT/HAUT. 176 cm

15 SEX/SEXE

M

9 CLASS/
CATÉG

G

M4077-01817-31030
1973/10/30

12 REST/
COND

3 DOB/DBN 1973/10/30



Driver's Licence
Permis de conduire

ON
CANADA



1,2 NAME/ NOM

MICHAEL
IRENE

3 5592 TRAILBANK DR

MISSISSAUGA, ON, L5M 0H8

4a NUMBER/
NUMERO

M4077 - 36507 - 86110

4a ISS/ DEL

2021/12/16

4b EXP/ EXP

2026/11/10

5 DO/ REF

HF2913458

16 HGT/ HAUT

165 cm

15 SEX/ SEXE

F

9 CLASS/
CATÉG.

G

12 REST/

COND

X

3 DOB/ DN

1978/11/10

M4077-36507-86110
1978/11/10

[illegible][illegible]

Figure 1. The study area and the location of the sampling stations.

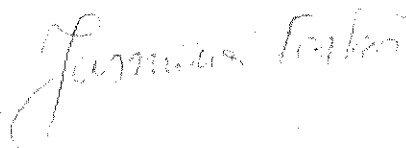
PASSPORT CLUB

CANADA

1 year/1 year Issuing Country/Pays d'émission
 P CAN
 Surname/Nom
 MICHAEL
 Given names/Prénoms
 IRENE
 Nationality/Nationalité
 CANADIAN/CANADIENNE
 Date of birth/Date de naissance
 10 NOV /NOV 78
 Birthplace Place of birth/Lieu de naissance
 H HAWAII KWT
 Date of issue/Date de délivrance
 23 MAY /MAI 14
 Date of expiry/Date d'expiration
 23 MAY /MAI 24
 Issuing Authority/Autorité de délivrance
 MISSISSAUGA

GI659245

P<CANMICHAEL<<IRENE<<<<<<<<<<<<<<<<<<<<<<<<
G1659245<9CAN7811104F2405230<<<<<<<<<<<<<<D2



James R. Kelly

P<CANMICHAEL<<IRENE<<<<<<<<<<<<<<<<<<<<<<<<<
GT659245<9CAN7811104F240523D<<<<<<<<<<<<<<<<02



TD Canada Trust
Mortgage Commitment (Broker Channel)

This document sets out the terms of the offer for a mortgage loan.
You and your refer to each borrower named below.
We, our and us refer to The Toronto-Dominion Bank.

TD Mortgage loan number: 2159603

Date: April 13, 2023

Borrowers

ALBEIR AYOUB MICHAIEL
5592 Trailbank Drive
Mississauga, ON, L5M 0H8, CAN
IRENE MICHAIEL
5592 Trailbank Drive
Mississauga, ON, L5M 0H8, CAN

Address of the property being used as security:

119 Orchardcroft Road
Oakville, ON
L6H 0M5, CAN

Mortgage loan summary

Requested principal amount:	\$860,000.00	Collateral charge priority:	First
Total requested principal amount:	\$860,000.00	Annual interest rate (expressed as if calculated semi-annually not in advance):	5.05000%
		Term (closed to prepayment):	36 Months
		Amortization period:	30 years
		Payment frequency:	Monthly

Payment

Monthly principal and interest payment: \$4,615.45

Important dates

Date of advance:	May 01, 2023
Interest adjustment date:	May 01, 2023
Maturity date:	May 01, 2026
Commitment expiry date:	May 01, 2023
• A new application will be required after this date	

The annual interest rate is valid for 120 days.

What you need to know

This mortgage is subject to:

- any requirements that may be included in your mortgage loan agreement
- mortgage default insurer requirements (if applicable)
- unless approved, there is no secondary financing
- all other additional terms and conditions set out in this commitment.

Additional conditions

In order to confirm the approval for your mortgage loan, we must receive at least **10 business days prior to May 01, 2023** and be satisfied with the following:

1. Signed Broker Commitment.
2. Signed Mortgage Loan Agreement.
3. Satisfactory completed Mortgage Appropriate Product Assessment form

Initials _____ Initials _____ Initials _____ Initials _____

Date _____

4. Borrower(s) to be responsible for Property Taxes.

5. Receipt of satisfactory Full appraisal addressed to TD, confirming a minimum value of \$1,200,000.00 completed through a TD approved Appraisal Management Company. If the appraisal is not addressed to TD, the broker must provide a satisfactory letter of transmittal.

6. Subject to satisfactory confirmation of Income.

7. Subject to no secondary financing.

8. Provide confirmation of the legal description of the property.

9. Subject to satisfactory receipt of the following income documents for ALBEIR AYOUB MICHAIEL dated less than 60 days.

One current document from the following list:
- Current letter of employment. (Must be accompanied by one other current income document i.e, paystub or direct pay deposit)
- Current pay stub
- Direct Deposit (2 month history)
** If the income is fluctuating,please provide any two of the following documents from the most recent 2 tax years averaged:

- Notice of Assessment - Year End Paystub - T4
10. Subject to satisfactory receipt of the following income documents for IRENE MICHAIEL dated less than 60 days.
One current document from the following list:
- Current letter of employment. (Must be accompanied by one other current income document i.e, paystub or direct pay deposit)
- Current pay stub
- Direct Deposit (2 month history)
** If the income is fluctuating,please provide any two of the following documents from the most recent 2 tax years averaged:

- Notice of Assessment - Year End Paystub - T4

11. Subject to receipt of a satisfactory lease agreement(s) confirming a minimum total monthly rental income of \$4000.00 for the property located at 119 Orchardcroft RD, Oakville, ON, Canada, L6H0M5.
Lease to be supported by 3 month bank statement if expired
Lease to confirm that tenant is responsible for ALL utilities expense

Subject to receipt of a satisfactory lease agreement(s) confirming a minimum total monthly rental income of \$2000.00 for the property located at 6672 Ganymede RD, Mississauga, ON, Canada, L5N4V2
Lease to be supported by 3 month bank statement if expired
Lease to confirm that tenant is responsible for ALL utilities expense
12. Subject to receipt of satisfactory confirmation that property taxes at 119 Orchardcroft RD, Oakville, ON, Canada, L6H0M5 do not exceed \$4700.00 annually. Deal will be subject to re-approval at time of closing if property taxes are confirmed different than amount submitted.

13. Subject to receipt of satisfactory confirmation that property taxes at 5592 Trailbank DR, Mississauga, ON, Canada, L5M0H8 do not exceed \$9000.00 annually. Deal will be subject to re-approval at time of closing if property taxes are confirmed different than amount submitted.

14. Subject to receipt of satisfactory confirmation that property taxes at 6672 Ganymede RD, Mississauga, ON, Canada, L5N4V2 do not exceed \$4900.00 annually. Deal will be subject to re-approval at time of closing if property taxes are confirmed different than amount submitted

15. Solicitor to confirm that the only encumbrance registered to 119 Orchardcroft RD, Oakville, ON, Canada, L6H0M5 is 1st mortgage of \$481,096.00 and is up to date and in good standing

TD Mortgage Solutions to request and review TD Mortgage discharge statement 30 days prior to closing for TD Mortgage #1748707
Solicitor not to order discharge statement
16. Solicitor to confirm that the only encumbrance registered to 5592 Trailbank DR, Mississauga, ON, Canada, L5M0H8 is 1st mortgage of \$193,128.00 and is up to date and in good standing

TD Mortgage Solutions to request and review TD Mortgage discharge statement 30 days prior to closing for TD Mortgage #0224987
Solicitor not to order discharge statement

17. Solicitor to confirm that the only encumbrance registered to 6672 Ganymede RD, Mississauga, ON, Canada, L5N4V2 is 1st Mortgage of \$337,411.00.

18. Solicitor to payout in full (\$0 balance) and close the following as indicated:

Initials _____ Initials _____ Initials _____ Initials _____ Date _____

- 1) 1st Mortgage - 119 Orchardcroft RD - \$481,096.00 (discharge from subject title)
- 1) 1st Mortgage - 5592 Trailbank DR - \$192,128.00 (discharge from title)
- Remaining funds if any to borrower for closing cost & investments
- 19. Solicitor to confirm that ALBEIR AYOUB MICHAIEL and MICHAIEL,ALBIER,A, are one in the same person.
- 20. Solicitor to confirm that IRENE MICHAIEL, AKA-MICHAIEL,IRENE,COSTANDI,XX and COSTANDI,IRENE,COSTANDI, are one in the same person.

We require a pre-authorized debit agreement to be set up for your payments.

You are responsible for paying all fees, including:

- mortgage insurance premium (if applicable) will be added to the requested principal amount
- any applicable sales tax will be deducted from the advance amount and directed to the insurer

Your lawyer or notary may charge you additional fees in connection with the collateral charge and the other documents we require. It's up to you and your legal representative to agree on those fees.

TD branch selection

You would like the mortgage loan to be placed at the following TD branch:

Transit #:

Address:

Solicitor information:

Name:

Address:

We reserve the right to request that you retain another solicitor at your sole expense, rather than the one you have indicated.

Third party statement

Will the mortgage loan be used by, or on behalf of, anyone other than the borrowers?

[] Yes (complete Third Party Statement Form - 534950)

[] No

Power of attorney

The use of a power of attorney requires our approval.

Please provide:

- relationship of attorney to borrowers:
- reason the borrowers cannot be present for signing:
- relationship of attorney and borrowers to us:

Collateral charge

Our mortgage loans are now secured by a collateral charge. You have the opportunity to register the collateral charge for an amount greater than the approved principal amount, up to a maximum of 125% of the property value.

Please initial a selection and sign below:

[] register the collateral charge for \$ _____

[] register the collateral charge for the principal amount

Clients to sign here: _____ (Applicant)

Property taxes

Your principal and interest payments do not go towards any amounts you owe for optional life insurance or life insurance with critical illness insurance on your mortgage loan or property taxes. However, your pre-authorized debit amount will include your principal and interest payment, property taxes (if paid by us on your behalf), and any insurance premiums as one debit.

Options to make prepayments on your mortgage loan

Prepayments are extra payments you may make on your mortgage loan. As we explain below, some prepayments are free of charge. Others are not.

Initials _____ Initials _____ Initials _____ Initials _____

Date _____

Prepayments you can make with no prepayment charge

You have the option of making the following prepayments without paying any prepayment charges. Any prepayments you make will reduce the amount of interest you pay over the amortization period of your mortgage loan. You may:

- make one or more lump-sum payments each calendar year, up to a total of **15% (\$129,000.00)** of the original principal amount. The minimum amount you can prepay is **\$100**. The full amount of any lump-sum payment will pay down the principal amount of your mortgage loan
- increase your principal and interest payment by up to **100%** at any time during the term of your mortgage loan
- increase the frequency of your principal and interest payments.

If you prepay your mortgage loan in full, you may have to pay the administration fees described in the mortgage loan agreement.

Prepayments you can make with prepayment charge

If you pay more than the **15%** prepayment option set out above, you must pay a prepayment charge which will be the higher of the following two amounts:

- three months interest amount, or
- the interest rate differential amount. The interest rate differential amount is the difference between the principal amount you owe at the time of prepayment and the principal amount you would owe using a similar mortgage rate.

Additional terms and conditions

- You will sign all documentation at your legal representative's office or through a remote agent signing prior to closing. You will need to bring valid ID with you – please confirm the ID requirements with your broker or legal representative. In order to ensure this mortgage loan will advance as scheduled, **ALL conditions must be satisfied no less than 10 business days prior to closing**. In the case of a purchase transaction, if all conditions are not satisfied within this timeframe, we may require you to extend your closing date and provide us with your amended purchase and sale agreement.
- We reserve the right to verify any information received and at any time, we may require additional information or decline the application if we are not satisfied with the information received.
- If you are transferring a mortgage from another financial institution, the amount eligible to transfer is the current principal balance only. You must pay all accrued interest, transfer fees and prepayment charges.

Mortgagor acknowledgement

If you are using the remote signing process and are refinancing:

You acknowledge that you have given a collateral charge to us as security for a mortgage loan.

We may take out title insurance to protect us from loss of our ownership rights in the property. If we do, you may have to pay the cost of this insurance. We may also use a third-party service provider to register the collateral charge. These two fees are part of the administration fee shown in the mortgage loan agreement. You agree that we can share any of your personal information that the third party service provider or the title insurer needs to carry out their duties.

You acknowledge that you have been given the opportunity to obtain independent legal advice but you have decided not to hire a legal representative. Since you have not hired a legal representative to help you with this transaction, you are signing this document to acknowledge that you understand the details of the mortgage loan and collateral charge. You are aware that we will only protect our own legal interests and have no obligation to protect your interests. If you change your mind you can hire a legal representative at your own expense to represent you.

If your property is in British Columbia or New Brunswick, you also acknowledge that any lawyer, notary or commissioner you may meet with is only witnessing your signature and is not acting for you unless hired by you.

You agree to provide any documents that we may reasonably need to enforce our rights under the mortgage loan or collateral charge or resolve any uncertainties about your title to the property. You will pay any related costs.

Initials _____ Initials _____ Initials _____ Initials _____

Date _____

Sometimes we must make minor changes to the collateral charge in order to register it with the appropriate government agencies. As a result, you authorize us and our representatives to make any non-material changes to the collateral charge that may be necessary after you've signed it

Privacy agreement

In this Agreement, the words "*you*" and "*your*" mean any person, or that person's authorized representative, who has requested from us, or offered to provide a guarantee for any product service or account offered by us in Canada. The words "*we*", "*us*" and "*our*" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "*Information*" means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

Collecting and Using Your Information

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification.
- records that reflect your dealings with and through us.
- your preferences and activities.

This information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations

Disclosing Your Information

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or

Initials _____ Initials _____ Initials _____ Initials _____

Date _____

accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you

- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

Sharing Information within TD

Within TD we may share Information world-wide, other than health-related Information, for the following purposes:

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you.
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

Additional Collections, Uses and Disclosures

Social Insurance Number (SIN) – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud – In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance – This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

Initials _____ Initials _____ Initials _____ Initials _____ Date _____

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

Marketing Purposes – We may also use your Information for marketing purposes, including to:

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select.
- determine your eligibility to participate in contests, surveys or promotions.
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services.
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you.
- contact you to participate in customer research and surveys.

Telephone and Internet discussions – When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

Credit Products – If you are applying for a Mortgage or a Home Equity Line of Credit, or other product that may be insured by mortgage default insurance, you agree that a mortgage default insurer may also obtain Information about you from time to time, including from a credit reporting agency, and may use such information for any purpose related to the credit product and the mortgage default insurance.

You agree that the approval or granting of any credit by us to you, with or without mortgage default insurance, is not to be construed or relied on by you as representing the value or condition of any underlying security or that it confirms that you have the ability to pay the credit facility.

You agree that we make no representation, warranty, statement, recommendation, guarantee or endorsement with respect to any investment or with any goods or services purchased using the credit facility.

More Information

This Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

Initials _____ Initials _____ Initials _____ Initials _____

Date _____

Customer resolution process

For complaints:

Contact method	Details
Follow the complaint handling process in our <i>Do you have a complaint?</i> brochure	Visit one of our branches or td.com
In Person	Visit one of our branches
Email*	customer.service@td.com
Toll-Free Call	1-833-259-5980

* For your protection, do not send confidential or personal information (such as your Access Card number, account numbers, etc.) by email. This delivery method is not secure. If your request is urgent or requires you to share confidential or personal information, please call us.

For contacting the Financial Consumer Agency of Canada (FCAC):

You can contact the FCAC with a complaint about a potential violation of any of the following:

- A consumer protection law
- A public commitment
- An industry code of conduct

To do so, use the contact methods below:

Contact method	FCAC Information
Website	fcac-acfc.gc.ca
Toll-Free Call	English: 1-866-461-3222 En français:1-866-461-2232
Mail	Financial Consumer Agency of Canada 427 Laurier Avenue West, 6th Floor Ottawa, Ontario K1R 1B9

The FCAC does not become involved in matters of redress or compensation.



Initials _____ Initials _____ Initials _____ Initials _____

Date _____

Your signatures

By signing below, you acknowledge that you have read and accept this commitment and that you understand and agree to the terms and conditions set out above.

Date signed: _____
day/month/year

Borrower's signature 	Borrower's signature 
Name ALBEIR AYOUB MICHAIEL	Name IRENE MICHAIEL

Approved by The Toronto-Dominion Bank
Phone: 437-783-3346
Fax:

THIS PAGE INTENTIONALLY LEFT BLANK
PAGE LAISSÉE BLANCHE INTENTIONNELLEMENT

RECEIPT

DATE: May 15, 2023 TIME: 11:14am

RECEIVED FROM: Daniel

ITEM: ☐ CERTIFIED CHEQUE
☒ BANK DRAFT
☐ CHEQUE
☐ OTHER

AMOUNT(\$): \$34,956

RECEIPT BY: WS

☐ COPY FOR CLIENT(S) ☒ COPY FOR LISTING AGENT

PAYABLE TO: ☐ IN2ITION REALTY

OR

PAYABLE TO: Aird And Berlis LLP, In Trust

PROPERTY: Avia 1 #3102

☐ LEASE ☒ SALE

NOTE Bank Drafts and Certified Cheques ONLY. Please note that all deposits take 5 business days to clear. In a mutual release situation, the deposit will be returned upon the 5 business day clearing period.

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IN2ITIONREALTY

in IN2ITIONREALTY

IN2ITION.CA

10358 (0521)

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The Toronto-Dominion Bank

5626 TENTH LINE WEST MISSISSAUGA, ON L5M 7L9

6052092

Purchaser ALBIER MICHAEL

DATE

2023-05-06
YYYYMMDD

Transit-Serial No. 1579-06052092

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

\$ *****34,956.00

THIRTY FOUR THOUSAND NINE HUNDRED FIFTY SIX**00/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re AVIA 1 - #3102

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

Authorized Officer

Countersigned

Number

⑈06052092⑈ ⑈09612⑈004⑈

⑈3808⑈

RECEIPT

DATE: May 15, 2023 TIME: 11:14am

RECEIVED FROM: Daniel

ITEM: ☐ CERTIFIED CHEQUE
☒ BANK DRAFT
☐ CHEQUE
☐ OTHER

AMOUNT(\$): \$565

RECEIPT BY: WS

☐ COPY FOR CLIENT(S) ☒ COPY FOR LISTING AGENT

PAYABLE TO: ☐ IN2ITION REALTY

OR

PAYABLE TO: Aird And Berlis LLP, In Trust

PROPERTY: Avia 1 #3102

☐ LEASE ☒ SALE

NOTE Bank Drafts and Certified Cheques ONLY. Please note that all deposits take 5 business days to clear. In a mutual release situation, the deposit will be returned upon the 5 business day clearing period.

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The Toronto-Dominion Bank

1378 SOUTH SERVICE ROAD STONEY CREEK, ON L8E 5C5
DANIEL W ZAREHHOSSAINABADI

Purchaser

DATE

6530989

2023-05-15

YYYYMMDD

Transit-Serial No.

2035-06530989

Pay to the
Order of

AIRD AND BERLIS LLP

\$ *****565.00

FIVE HUNDRED SIXTY FIVE**00/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re AVIA 1 #3102

Admin Fee

Authorized Officer

Scg

20576
Number

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

Countersigned

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

⑈06530989⑈ ⑈09612⑈004⑈

⑈3808⑈