

Worksheet  
Standard Assignment

Suite: 705 Tower: AVIA 2 Date: 20th May 2023 Completed by: Jasmina F.

Please mark if completed:

- ☐ Original Closing Date n/a
- ☐ New Closing Date n/a
- ☐ Copy of Date Change Amendment n/a
- ☒ 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: \$ 89,063.00 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 20% \$15,717.00 ✓

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:

Sam Elgohary agent  
Family assignment - adding husband to agreement.

\$104,780 (20%)

# AVIA

AVIA - TOWER TWO

## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

### ASSIGNMENT

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

**ELIZABETH FAHMY** (the "Purchaser")

Suite 705 Tower Avia 2 Unit 5 Level 7 (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 later;
- (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 18th day of July, 2019

Witness:  \_\_\_\_\_

 \_\_\_\_\_  
Purchaser: ELIZABETH FAHMY

DATED at Mississauga, Ontario this 18th day of July, 2019

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AVIA 2

SUITE 705 UNIT 5 LEVEL 7

AVIA – Tower Two - 4130 Parkside Village Drive, Mississauga

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 17th day of May 2023.

A M O N G:

ELIZABETH TABANGI

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

ELIZABETH TABANGI and ANTHONY TABANGI

(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 18th day of July 2019 and accepted the 18th day of July 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 5, Level 7, Suite 705, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as AVIA Tower 2 4130 Parkside Village 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~~ <sup>et al</sup> and material, including any amendments thereto. ~~twenty (20%)~~ <sup>et al</sup> twenty (20%)
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%)~~ <sup>et al</sup> 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%)~~ <sup>et al</sup> of the Purchase Price. ~~twenty (20%)~~ <sup>et al</sup> twenty (20%)
12. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Aird & Bertis, 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 \_\_\_\_\_ 2018-May-23

Witness

Witness

DocuSigned by:  
**ELIZABETH TABANGI**  
**ELIZABETH TABANGI** (Assignor)  
DocuSigned by:  
**ELIZABETH TABANGI** DocuSigned by:  
**ANTHONY TABANGI**  
**ELIZABETH TABANGI and ANTHONY TABANGI**  
(Assignee)

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signing Officer


I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE	NAME:	<u>ELIZABETH TABANGI</u>	
	DATE OF BIRTH	<u>1992/02/27</u>	
		YYYYMMDD	SIN # _____
	ADDRESS:	<u>4 King Arthurs Crt Bolton Ontario L7E 1P2</u>	
	PHONE:	Tel: <u>(416)270-3432</u>	
		Cell: _____	
		Facsimile: _____	
	E-mail:	<u>elizabethfahmy27@gmail.com</u>	
ASSIGNEE	NAME:	<u>ANTHONY TABANGI</u>	
	DATE OF BIRTH	<u>1992/01/28</u>	
		YYYYMMDD	SIN # _____
	ADDRESS:	<u>4 King Arthurs Crt Bolton Ontario L7E 1P2</u>	
	PHONE:	Tel: <u>647.227.9344</u>	
		Cell: _____	
		Facsimile: _____	
	E-mail:	<u>anthony.tabangi@gmail.com</u>	
ASSIGNEE'S SOLICITOR:	NAME:	<u>Vumbaca and Associates</u>	
	ADDRESS:	<u>1 West Pearce Street Suite 505 Richmond Hill ON L4B 3K3</u>	
	PHONE:	Bus: <u>905-882-2280 ext. 273</u>	
		Facsimile: <u>905-882-5638</u>	
	E-mail:	<u>aemerson@vumbacalaw.com</u>	

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AVIA2

Suite No. 705, Unit 5, Level 7, (the "Unit")

AVIA – Tower Two - 4130 Parkside Village Drive, Mississauga

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

**BETWEEN:**

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

– and –

**ELIZABETH TABANGI and ANTHONY TABANGI**  
(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 18<sup>th</sup> July, 2019 and accepted by the Vendor on 18<sup>th</sup> July, 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 Five Thousand (\$5,000.00) 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;
- (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 \_\_\_\_\_, 20<sup>17-May-23</sup>\_\_\_\_\_.

IN WITNESS WHEREOF the parties have executed this Amendment.

SIGNED, SEALED AND DELIVERED  
in the presence of

Witness

Witness

\_\_\_\_\_  
Purchaser ELIZABETH TABANGI

\_\_\_\_\_  
Purchaser ANTHONY TABANGI

700010  
6  
DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>June</sup>23\_\_\_\_\_

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

AVIA 2

SUITE 705 UNIT 5 LEVEL 7

AVIA – Tower Two - 4130 Parkside Village 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, Elizabeth Tabangi and Anthony Tabangi, (collectively, the “**Purchaser**”), hereby agrees with Amacon Development (City Centre) Corp. (the “**Vendor**”) to purchase the above-noted Residential Unit, together with 1 Parking Unit(s), and 1 Storage Unit(s), to be located in the proposed condominium project known as Avia Tower Two, 4130 Parkside Village 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:

1. 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:
  - (a) 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;
  - (b) 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
  - (c) 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.
2. 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.
3. 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.
4. Where there is more than one (1) purchaser, this amendment shall apply to all named purchasers, mutatis mutandis.
5. 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 17-May-23.

SIGNED, SEALED AND DELIVERED  
in the presence of  
\_\_\_\_\_  
WITNESS:  
\_\_\_\_\_  
(as to all Purchasers’ signatures, if more than one purchaser)

\_\_\_\_\_  
PURCHASER: ELIZABETH TABANGI D.O.B. \_\_\_\_\_ S.I.N. \_\_\_\_\_  
\_\_\_\_\_  
PURCHASER: ANTHONY TABANGI D.O.B. 1992/02/27 S.I.N. \_\_\_\_\_  
\_\_\_\_\_  
PURCHASER: ANTHONY TABANGI D.O.B. 1992/01/28 S.I.N. \_\_\_\_\_  
\_\_\_\_\_  
PURCHASER SOLICITOR:  
Address: Vumbaca and Associates 1 West Pearce  
Street Suite 505 Richmond Hill ON L4B  
3K3  
Telephone: 905-882-2280 ext 273 Facsimile: 905882-5638

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

DATED at Toronto this 16 day of June, 20 23

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 #: 705 Phase/Tower: Avia 2 Plan No.:

Transaction Property Address:4130 Parkside Village Drive 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: ANTHONY TABANGI

2. Address: 4 KING ARTHURS CRT  
BOLTON, ONTARIO, L7E 1P2

3. Date of Birth: January 28, 1992

4. Nature of Principal Business or Occupation: Palmark Construction Limited/project manager

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: T0004-05309-20128

3. Issuing Jurisdiction: ONTARIO Country: CANADA

4. Document Expiry Date: January 28, 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\*

O Name of Source:

O Account Number\*\*:

Confirm the individual's name and address by referring to a document or source containing the individual's name and address\*

O Name of Source:

O Account Number\*\*:

Confirm the individuals' name and confirm a financial account\*

O Name of Source:

O Financial Account Type:

O 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:

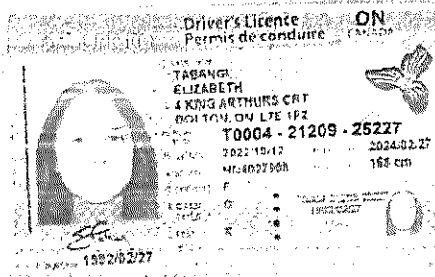
D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

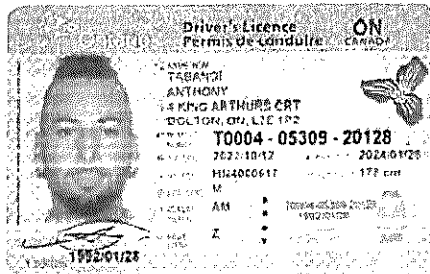
Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

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.



EXCELLENCE  
PERFORMANCE



ADULT  
PERFORMANCE

AVIA 2 # 705

13 - VERIFIED IN PERSON

12<sup>th</sup> MAY 2023

Jamuna T

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**The Toronto-Dominion Bank** 6936277

12694 HIGHWAY 55 BULTON ON L7E 1L9

Purchaser ANTHONY TABANGI DATE 2023-05-12

Transit-Serial No 2113-06936277

Pay to the Order of AIRD AND BERLIS LLP \$ \*\*\*\*\*565.00

\*\*\*FIVE HUNDRED SIXTY FIVE\*\*\*\*\*00/100 Canadian Dollars

Re The Toronto-Dominion Bank Authorized Officer \_\_\_\_\_ Member \_\_\_\_\_  
Toronto, Ontario  
Canada M5K 1A2

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

⑈06936277⑈ ⑆09612⑈004⑆ ⑈1808⑈

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

**The Toronto-Dominion Bank** 6936276

12694 HIGHWAY 55 BULTON ON L7E 1L9

Purchaser ANTHONY TABANGI DATE 2023-05-12

Transit-Serial No 2113-06936276

Pay to the Order of AIRD AND BERLIS LLP \$ \*\*\*\*\*15 717.00

\*\*\*FIFTEEN THOUSAND SEVEN HUNDRED SEVENTEEN\*\*\*\*\*00/100 Canadian Dollars

Re The Toronto-Dominion Bank Authorized Officer \_\_\_\_\_ Member \_\_\_\_\_  
Toronto, Ontario  
Canada M5K 1A2

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

⑈06936276⑈ ⑆09612⑈004⑆ ⑈1808⑈



## Pre-Arranged Mortgage Confirmation

**Name:** ANTHONY TABANGI, ELIZABETH FAHMY

**Current Address:** 4 KING ARTHURS CRT., BOLTON, ONTARIO L7E 1P2

Based on information which you have provided in your application (# 98231301343480 ), we are pleased to confirm your Pre-Arranged Mortgage with the following terms:

**Total Loan Amount:** \$ 419,120.00 which may vary depending upon the value of the home you purchase.

**The Posted rate for your term selected:** 6.490 % per year

**Your applicable discount:** 0.850 %

**Your fixed interest rate:** 5.640 % per year, calculated half-yearly not in advance. Your fixed interest rate is guaranteed for a period of 130 days from the Effective Date on this Confirmation, if we make the loan within that period.

**Mortgage Approval:** The mortgage approval is valid for a period of 180 days from the approval date of your pre-arranged mortgage, provided the mortgage funds are advanced within that period.

Your estimated cost of borrowing expressed as an annual percentage rate (APR) is \_\_\_\_%. The calculation of the APR includes your interest cost and may include an estimated appraisal cost. Your actual APR may vary depending on a number of matters including the home you purchase.

**Kind of term:** Closed

**Term of the Loan:** 5 years

**Amortization period:** 25 years

**Monthly instalment:** \$2,592.53 based on a home with property taxes assumed to be \$ 4,800.00 per year and if applicable, condominium expenses of \$4,800.00 per year. Weekly, bi-weekly and semi-monthly payments options are available.

**A satisfactory credit review has been completed.**

**Final mortgage approval is subject to a property appraisal acceptable to us, proof of property insurance (copy of the policy or certificate) on the property financed under this application and where applicable, a confirmation of approval by our mortgage insurer, and the total payments under your other obligations not exceeding \$ 7,984.00 per month.**

**We recommend that you speak with a lawyer or notary before signing an offer to purchase.**

**Effective Date** May 10, 2023

**Bank of Montreal Branch** BMO BANK OF MONTREAL

**Relationship Manager / Financial Services Manager** Ishak Wasef

**Telephone** 2899818400

**Once your offer on a home has been accepted**, simply bring this Confirmation into any branch together with your accepted Purchase and Sale Agreement, a copy of sales listing with a photograph, if available, and written confirmation of your income and down payment. This approval is based on the mortgage terms described above, and is subject to there being no material change in your financial status as disclosed in your application and there being no material changes to the property that negatively affect its value. Prior to closing, we will issue you a Mortgage Commitment and Disclosure Statement specifying the terms of your mortgage and all closing conditions. An appraisal would have been completed and the applicable fee would be payable by you, even in the event we do not make the loan. Our Manager will be pleased to help you finalize your mortgage.