

**Worksheet**  
**Standard Assignment**  
Post Occupancy

Suite: 1908 Tower: PSV Date: 4/29/17 Completed by: Stephan

Please mark if completed:

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

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

**Note:**

*Once all of 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 Blaney via email. The Parkside Admin team must courier the full hardcopy package to Blaney McMurtry's office. Please remember that the Assignment fee cheque should be couriered to Amacon.*

Administration Notes:

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ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 29 day of ~~18~~ 2017

AMONG:

Tieu MY chung  
(hereinafter called the "Assignor")

OF THE FIRST PART:

- and -

Hung Vi TO  
(hereinafter called the "Assignee")

OF THE SECOND PART:

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

WHEREAS:

OF THE THIRD PART.

- (A) By Agreement of Purchase and Sale dated the 25 day of February, 2017 and accepted the 25 day of February, 2017 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 8, Level 18, Suite 108, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as DSV, 4011 Birchstone Avenue, 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

mch V.T.

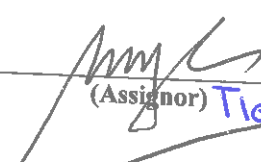
Assignee's interest under the Agreement or this Assignment to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.

6. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and the Assignor shall have no claim whatsoever against the Vendor with respect to same.
7. The Assignor hereby represents to the Assignee and the Vendor that he/she has full right, power and authority to assign the Agreement to the Assignee.
8. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor.
9. The Vendor hereby consents to the assignment of the Agreement by the Assignor to the Assignee. This consent shall apply to the within assignment only, is personal to the Assignor, and the consent of the Vendor shall be required for any other or subsequent assignment in accordance with the provisions of this Agreement.
10. The Assignee hereby covenants, acknowledges and confirms that he/she has received a fully executed copy of the Agreement and the Disclosure Statement with all accompanying documentation and material, including any amendments thereto.
11. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Blaney McMurtry, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of ~~Five Hundred Dollars (\$500.00) plus HST.~~ **(Zero \$0)**
12. The Assignor and Assignee agree to provide and/or execute such further and other documentation as may be required by the Vendor in connection with this assignment, including, but not limited to, satisfaction of Vendor's requirements to evidence the Assignee's financial ability to complete the transaction contemplated by the Agreement, Assignee's full contact information and Assignee's solicitor's contact information.
13. Details of the identity of the Assignee and the solicitors for the Assignee are set forth in Schedule "A" and in the Vendor's form of Information sheet. Notice to the Assignee or to the Assignee's solicitor, shall be deemed to also be notice to the Assignor and the Assignor's solicitors.
14. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
15. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns, as the case may be. If more than one Assignee is named in this Assignment Agreement, the obligations of the Assignee shall be joint and several.
16. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.


IN WITNESS WHEREOF the parties have executed this Assignment Agreement.


DATED this 29 day of 4 2017.

Witness 

  
(Assignor) **Tieu MY Chung**  
  
(Assignor)

Witness

Witness 

  
(Assignee) **Hung Vi TO**  
  
(Assignee)

Witness

AMACON DEVELOPMENT (CITY CENTRE)  
INC.

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

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Hung Vi TO  
DATE OF BIRTH: 1970/68/07 498-761-055  
YYYYMMDD SIN #  
ADDRESS: 629 Attenborough Terrace Milton, ON  
L9T 8R1  
PHONE: Tel: (416) 825-6388  
Cell: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

ASSIGNEE

NAME: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_  
ADDRESS: YYYYMMDD SIN #  
PHONE: Tel: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

ASSIGNEE'S  
SOLICITOR:

NAME: Winston C.H. Moh  
G+M Professional Corporation  
ADDRESS: 215  
1550 South gateway RD.  
Mississauga, ON L4W 5G6  
PHONE: Bus: 416-293-3392  
Facsimile: 416-293-8660  
E-mail: \_\_\_\_\_

Assignor  
Solicitor

David Kormans  
Kormans LLP

46 Village Centre Pl, Mississauga ON  
L4Z 1V9

R: (905) 270-6660

F: (905) 270-2665.

E: dkorman@kormans.ca



# AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

## ASSIGNMENT

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

**TIEU MY CHUNG** (the "Purchaser")

Suite **1908** Tower **ONE** Unit **8** Level **18** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser on February 25, 2012 and accepted by the Vendor (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

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

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

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

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

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

- (i) obtains the written consent of the Vendor, which consent may not be unreasonably withheld;
- (ii) acknowledges to the Vendor in writing, that the Purchaser shall remain responsible for all Purchasers covenants, agreements and obligations under the Agreement;
- (iii) covenants not to advertise the Unit in any newspaper nor list the Unit on any multiple or exclusive listing service;
- (iv) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form;
- (v) pays the sum ~~Five Thousand (\$5,000.00)~~ <sup>Zero (\$0.00)</sup> Dollars plus applicable HST by way of certified funds as an administration fee to the Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's request for consent to such assignment.

1 of 2

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- (vi) If, as a result of any such assignment, the Purchaser or assignment purchaser is no longer eligible or becomes ineligible for the New Housing Rebate described in paragraph 6 (f) of the Agreement, the amount of such Rebate shall be added to the Purchase Price and credited to the Vendor on closing;
- (vii) the Purchaser pays to the Vendor's Solicitors, in Trust the amount required, if any, to bring the Deposits payable for the Unit under this Agreement to an amount equal to twenty-five percent (25%) of the Purchase Price if, at the time that the Vendor's consent is provided for such assignment, the Deposit having been paid does not then represent twenty-five percent (25%) of the Purchase Price.

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 25<sup>th</sup> day of February 2012.

Witness.

Purchaser: TEU MY CHUNG

DATED at mississauga this 25 day of February 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]

Authorized Signing Officer  
I have the authority to bind the Corporation

**INDIVIDUAL IDENTIFICATION INFORMATION RECORD**  
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

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

Lot/Suite #: 1908 Phase/Tower: **TWO** Plan No.:

Street: 4011 Brickstone News

Date of Offer: 4/29/17

Sales Representative: Stephan, in2ition

**Verification of Individual**

1. Full Legal Name of Individual: Hung V. TO
2. Address: 629 Attenborough Terrace Milton ON,  
L9T 8R1
3. Date of Birth: 1970/08/07
4. Principal Business or Occupation: Fabricator welder (Bordeaux Welding X-Parts Ltd)
5. Identification Document (must see original): T6001-76747-00807
6. Document Identification Number: Driver's Licence
7. Issuing Jurisdiction: ON
8. Document Expiry Date (must not be expired): 2021/08/07

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing , permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

**Verification of Third Parties (if applicable)**

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Date of Birth: \_\_\_\_\_
4. Principal Business or Occupation: \_\_\_\_\_
5. Incorporation number and place of issue (corporations/other entities only) \_\_\_\_\_
6. Relationship between third party and client: \_\_\_\_\_





Ontario

Driver's Licence  
Permis de conduire

ON  
CANADA



1,2 NAME/ NOM

TO,

VI, HUNG

8 629 ATTENBOROUGH TERRACE

MILTON, ON, L9T 8R1

4d NUMBER/  
NUMÉRO

T6001 - 76747 - 00807

4a ISS/ DEL

2016/05/26

4b EXP/ EXP 2021/08/07

5 DD/ REF

DL8299633

16 HGT/HAUT 167 cm

15 SEX/ SEXE

M

9 CLASS/  
CATÉG

G

12 REST./  
COND.

3 DOB/DIN

1970/08/07

*VI HUNG*



*VI HUNG*



PDI  
Page 1 of 1

Vendor/Builder #	38706	Enrollment #	
Purchaser Name :	(2316645 ONTARIO INC.(TIEU MY CHUNG)	Construction Suite #:	DLS[19]
Phone Res :	(416) 669-7363	Project:	AMACON DEVELOPMENT (CITY CENTRE) CORP.
Phone Bus :		Plan #:	
Closing Date :	2015-06-29	Suite / Building:	1908 / ONE
Inspector:	Lori Nusbaum	Municipality:	Mississauga

Inspection Date: 2 Dec 116

Please list below any damaged, incomplete, or missing items and anything that is not in good operating condition.  
Also note any (substitutions) of items referred to in, or to be selected under, the Agreement of Purchase and Sales (APS).  
Please initial all changes and deletions. As a minimum, check the following:

**DAMAGED, INCOMPLETE OR MISSING**

• Windows, side lights and other glazing. Window and door screens

- Bathtub sinks and toilets
- Bathroom accessories if provided
- Mirrors, counter tops and cabinetry
- Flooring (hardwood, vinyl, ceramic tiles, carpeting)
- Interior finished and trim carpentry
- Furnace
- Hot water heater, if provided (not rental)
- Exterior finished, driveways, walkways, decks and landscaping

**OPERATING CONDITION**

- Windows, interior and exterior doors and door locks
- Faucets: Kitchen, bathroom, laundry room
- Exhaust fans (kitchen, bathrooms) if provided
- Electrical outlets and fixtures
- Gas fireplaces, incl. circulation fans, if provided
- Heat Recovery Ventilation system, if provided
- Heating system
- Hot water heater, if provided (not rental)
- Air conditioning system, if provided and if conditions permit

Also list here anything that can't be assessed because for example is dirty or inaccessible.

**GENERAL**

NOTE no blinds  
floor too dusty to check for scratches

**FOYER / ENTRY**

DOORS Chipped inside

**LIVING/DINING ROOM**

FLOORING middle of room from fan coil scratched  
WINDOWS clean up seal around balcony door  
missing slide guide

**MASTER BEDROOM**

DOORS touch up scratches and chip bottom right  
outside door handle scratched  
FLOORING stains on Carpet  
transition scratched  
CLOSET paint access panel  
inside corner door of both side touch up  
WINDOWS seal sill  
screen not attached

**MAIN BATHROOM**

WALLS streaks around door frame need repaint  
DOORS doorframe cracked on right side and left at handle catch

**KITCHEN**

FLOORING 10 Boards from stove 3 chips and dents  
seems in front of appliances to be scratched  
6 and 9 boards from bedroom door large scratch  
CABINETS far Right lower chipped top left and bottom Right corner.  
Right under sink bottom left CHIPPED  
left under sink left side CHIPPED  
Right upper CHIPPED top and bottom left corners  
Right above sink inside CHIPPED  
Right above fridge bottom right CHIPPED  
third drawer top CHIPPED  
Kick plate scratched  
seal Right side  
COUNTERTOPS freezer door does not close flush  
APPLIANCE touch up corner end of counter  
WALLS

**LAUNDRY CLOSET**

DOORS touch up door frame Right near top

THE COMPLETED PRE-DELIVERY INSPECTION IS A FORMAL RECORD OF THE HOME'S CONDITION BEFORE THE PURCHASER TAKES POSSESSION IT WILL BE USED AS A REFERENCE FOR FUTURE WARRANTY REQUESTS

\* Purchasers or owners who intend to designate someone to conduct the PDI in their place should ensure they provide written authority to the vendor/builder authorizing the designate to sign this form on their behalf.

Builder Representative

Designate's Name (please print)

I the homeowner, confirm that all repair work listed has been completed

Purchaser

Designate's Signature

Purchaser

Date

# Assignment of Agreement of Purchase and Sale Condominium

This Assignment of Agreement of Purchase and Sale dated this 23 day of April 2017

**ASSIGNEE,** Vi Hung To, agrees to purchase from  
(Full legal names of all Assignees)

**ASSIGNOR,** Chung Tieu My, the following  
(Full legal names of all Assignors)

**THE ASSIGNOR'S INTEREST IN THE REAL PROPERTY:**

a unit in the condominium property located at 4011 Brickstone Mews  
in the City of Mississauga Toronto Unit 1908 being

Unit No. 08 Level No. 18 Condominium Plan No. \_\_\_\_\_

Building No. \_\_\_\_\_ known as Unit No. 1908 together with ownership  
(Apartment/Townhouse/Suite/Unit)

or exclusive use of Parking Space(s) 1 Parking (Level D, Unit 46), together with ownership or exclusive use of  
(Number(s), Level(s))

Locker(s) 1 Locker (Unit 187, Level C), together with seller's proportionate undivided tenancy-in-common interest  
(Number(s), Level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "property".

**PURCHASE PRICE:** Dollars (CDN\$) 340,000.00

Three Hundred Forty Thousand Dollars

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

One Hundred Twenty-Two Thousand Four Hundred Eighty Dollars (CDN\$) 122,480.00

by negotiable cheque payable to Kormans LLP in trust "Deposit Holder" to be held in trust pending completion or other termination of this Assignment agreement ("Assignment") and to be credited toward the Purchase Price on completion. For the purposes of this Assignment, "Upon Acceptance" shall mean that the Assignee is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Assignment agreement. The parties to this Assignment hereby acknowledge that, unless otherwise provided for in this Assignment, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

The Assignee and Assignor acknowledge that the Purchase Price noted above includes both the purchase price the Assignor is paying for the property as indicated in the Agreement of Purchase and Sale between the Assignor and the seller of the property attached hereto as Schedule C, and also includes the amount being paid by the Assignee to the Assignor as payment for the Assignment Agreement. The Assignee and Assignor agree that the funds for this transaction will be calculated and paid as set out in Schedule B attached hereto and forming part of this Agreement.

Assignee agrees to pay the balance as more particularly set out in Schedules A and B attached.

Schedules A, B (Calculation of funds for this Agreement),  
C (Agreement of Purchase and Sale that is the subject of this Assignment),

attached hereto form(s) part of this Agreement.

INITIALS OF ASSIGNEE(S): V-T

INITIALS OF ASSIGNOR(S): mch

1. **IRREVOCABILITY:** This offer shall be irrevocable by Assignee until 6 p.m. on

(Assignor/Assignee)

the 23 day of April 2017, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Assignee in full without interest.

2. **ASSIGNMENT:** The Assignor agrees to grant and assign to the Assignee, forthwith all the Assignor's rights, title and interest, in, under and to the Agreement of Purchase and Sale attached hereto in Schedule "C".

3. **ASSIGNEE COVENANTS:** The Assignee hereby covenants and agrees with the Assignor that forthwith upon the assignment of the Agreement of Purchase and Sale it will assume, perform, comply with and be bound by, all obligations, warranties and representations of the Assignor as contained in the Agreement of Purchase and Sale as if the Assignee had originally executed the Agreement of Purchase and Sale as buyer with the seller.

4. **ASSIGNOR COVENANTS:** The Assignor covenants and represents that:

- the Assignor has the full right, power and authority to assign the prior Agreement of Purchase and Sale attached hereto as Schedule "C" (the "Agreement of Purchase and Sale") and the Assignor's interest in the property;
- the Agreement of Purchase and Sale attached hereto as Schedule "C" is a full and complete copy thereof and has not been amended, supplemented, terminated or otherwise changed in any way and is in good standing and has not previously been assigned.
- the Assignor will not amend the Agreement of Purchase and Sale without the Assignee's prior written consent;
- after acceptance of this Assignment Agreement until the earlier of termination or completion of the Agreement of Purchase and Sale attached hereto as Schedule "C", the Assignor will not further assign the Agreement of Purchase and Sale.
- neither party to the Agreement of Purchase and Sale (Schedule C) has done any act in breach of the said Agreement of Purchase and Sale or committed any omission with respect to the said Agreement of Purchase and Sale.

5. **NOTICES:** The Assignor hereby appoints the Listing Brokerage as agent for the Assignor for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage [Assignee's Brokerage] has entered into a representation agreement with the Assignee, the Assignee hereby appoints the Assignee's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Assignor and the Assignee (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Assignee or the Assignor for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to the facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: \_\_\_\_\_  
(For delivery of Documents to Assignor)

FAX No.: \_\_\_\_\_  
(For delivery of Documents to Assignee)

Email Address: \_\_\_\_\_  
(For delivery of Documents to Assignor)

Email Address: quanglam3105@gmail.com  
(For delivery of Documents to Assignee)

6. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to \_\_\_\_\_ the Purchase Price. If the sale of the Property is not subject to HST, Assignor agrees to certify on or before (included in/in addition to) closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

7. **FUTURE USE:** Assignor and Assignee agree that there is no representation or warranty of any kind that the future intended use of the property by Assignee is or will be lawful except as may be specifically provided for in this Assignment.

8. **INSPECTION:** Assignee acknowledges having had the opportunity to inspect the property or the plans and documents for the property to be constructed and understands that upon acceptance of this offer there shall be a binding Assignment agreement between Assignee and Assignor.

9. **PLANNING ACT:** Provided that this Assignment shall not be effective to create or convey an interest in the property unless and until the provisions of the Planning Act RSO 1990 c. P13, as amended are complied with.

INITIALS OF ASSIGNEE(S):

INITIALS OF ASSIGNOR(S):



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- 10. RESIDENCY:** (a) Subject to (b) below, the Assignor represents and warrants that the Assignor is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Assignor shall deliver to the Assignee a statutory declaration that Assignor is not then a non-resident of Canada; (b) provided that if the Assignor is a non-resident under the non-residency provisions of the Income Tax Act, the Assignee shall be credited towards the Purchase Price with the amount, if any, necessary for Assignee to pay to the Minister of National Revenue to satisfy Assignee's liability in respect of tax payable by Assignor under the non-residency provisions of the Income Tax Act by reason of this sale. Assignee shall not claim such credit if Assignor delivers on completion the prescribed certificate.
- 11. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Assignee.
- 12. PROPERTY ASSESSMENT:** The Assignee and Assignor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Assignee and Assignor agree that no claim will be made against the Assignee or Assignor, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 13. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Assignor and Assignee or by their respective lawyers who may be specifically authorized in that regard.
- 14. TENDER:** Any tender of documents or money hereunder may be made upon the Assignor or Assignee or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 15. APPROVAL OF THE AGREEMENT:** In the event that consent to this Assignment is required to be given by the seller in the Agreement of Purchase and Sale attached hereto in Schedule C, the Assignor will apply, at the sole expense of the Assignor, forthwith for the requisite consent, and if such consent is refused, then this agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Assignee.
- 16. AGREE TO CO-OPERATE:** Except as otherwise expressed herein to the contrary, each of the Assignor and Assignee shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Assignment.
- 17. DEFAULT BY SELLER:** The Assignee and Assignor acknowledge and agree that if this Assignment Agreement is not completed due to the default of the seller for the Agreement of Purchase and Sale (Schedule C) that is the subject of this Assignment, the Assignor shall not be liable for any expenses, losses or damages incurred by the Assignee and this Assignment Agreement shall become null and void and all moneys paid by the Assignee under this Assignment Agreement shall be returned to the Assignee in full without interest.
- 18. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice.
- 19. CONSUMER REPORTS:** The Assignee is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 20. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Assignment (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Assignment including any Schedule attached hereto, shall constitute the entire agreement between Assignee and Assignor. There is no representation, warranty, collateral agreement or condition, which affects this Assignment other than as expressed herein. This Assignment shall be read with all changes of gender or number required by the context.
- 21. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF ASSIGNEE(S):

V-T

INITIALS OF ASSIGNOR(S):

mch



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22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature]  
\_\_\_\_\_  
(Witness) \_\_\_\_\_

(Assignee) VI HUNG TO  
\_\_\_\_\_  
(Assignee) \_\_\_\_\_

(Seal) DATE April 23, 17  
\_\_\_\_\_  
(Seal) DATE \_\_\_\_\_

I, the Undersigned Assignor, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature]  
\_\_\_\_\_  
(Witness) \_\_\_\_\_

(Assignor) [Signature]  
\_\_\_\_\_  
(Assignor) \_\_\_\_\_

(Seal) DATE April 23, 17  
\_\_\_\_\_  
(Seal) DATE \_\_\_\_\_

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4:30 a.m. on this 23 day of April, 2017.

VI HUNG TO [Signature]  
(Signature of Assignor or Assignee)

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage ..... Tel.No. ....  
.....  
(Salesperson / Broker Name)  
Co-op/Buyer Brokerage ..... Tel.No. ....  
.....  
(Salesperson / Broker Name)

**ACKNOWLEDGEMENT**

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

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

(Assignor) [Signature] DATE April 23, 17  
\_\_\_\_\_  
(Assignor) \_\_\_\_\_  
Address for Service .....  
..... Tel.No. ....  
Assignor's Lawyer .....  
Address .....  
Email .....  
..... Tel.No. .... FAX No. ....

(Assignee) VI HUNG TO DATE April 23, 17  
\_\_\_\_\_  
(Assignee) \_\_\_\_\_  
Address for Service .....  
..... Tel.No. ....  
Assignee's Lawyer .....  
Address .....  
Email .....  
..... Tel.No. .... FAX No. ....

**FOR OFFICE USE ONLY**

**COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Assignment Agreement:  
In consideration for the Co-operating Brokerage procuring the foregoing Assignment Agreement, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Assignment Agreement.

Acknowledged by:

\_\_\_\_\_  
(Authorized to bind the Listing Brokerage)

\_\_\_\_\_  
(Authorized to bind the Co-operating Brokerage)



**Schedule A**  
**Assignment of Agreement of**  
**Purchase and Sale - Condominium**

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

**ASSIGNEE,** Vi Hung To....., and

**ASSIGNOR,** Chung Tieu My.....

for the purchase and sale of 4011 Brickstone Mews..... Toronto Unit 1908.....

..... dated the 23..... day of April....., 2017.....

**BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT:** The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in Item 6. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

This is an Assignment and NOT a Re-sale. Buyer acknowledges and agrees that the Developer's Agreement contains a provision prohibiting the Assignment of the purchase and sale Agreement of the unit without the Developer's consent.

The Seller warrant that they are current with all payments and obligations to the Developer and agrees to transfer their right, title, and interest in the Developer's Agreement to the Buyer for the consideration offered herein.

This Offer is Conditional upon the Buyer arranging, at his/her own expense, satisfactory financing within FIVE (5) business days from acceptance of this Offer, failing with this Offer shall be null and void and the deposit shall be returned to the Buyer without interest or deductions. This condition is included for the benefit of the Buyer and may be waived at his/her sole option by notice in writing to the Seller within the time period stated herein.

This Offer is conditional for Five (5) business days from receipt by the Buyer's solicitor of all documentation provided to the Seller by the Developer at the original time of purchase including the original Agreement of Purchase and Sale and Schedules (Schedule C to this Agreement) and condominium Documents that are supplied in lieu of a Status Certificate. The Buyer's Lawyer shall review such documentation within the stated period. This condition is included for the benefit of the Buyer and may be waived at their sole option at any time within the stated period, otherwise this offer shall become null and void and the deposit returned to the Buyer in full without deduction.

The Buyer shall pay the monthly Occupancy fee, as specified by the Developer on Interim Occupancy for the said property, for the period between Completion Date of this Assignment Agreement and the Unit Title Transfer Date. Buyer further agrees to abide by the rules and regulations as stated in the Condominium Documents during this period.

Continued on next page...

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

**INITIALS OF ASSIGNEE(S):**

VT

**INITIALS OF ASSIGNOR(S):**

mt



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

**ASSIGNEE,** Vi Hung To....., and

**ASSIGNOR,** Chung Tieu My.....

for the purchase and sale of 4011 Brickstone Mews..... Toronto Unit 1908.....

..... dated the 23..... day of April....., 2017.....

**BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT:** The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in Item 6. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

This Offer shall be conditional, after the Buyer has waived all conditions, upon the Seller obtaining the written consent of the Developer to the Assignment of the purchase and sale of Agreement of the unit stated herein and the Buyer and Seller executing an Assignment Agreement with the Developer. Seller agrees to pay any administration fees and legal expenses charged by the Developer for the consent. This condition is included for the benefit of the Seller and may be waived at their sole option at any time within the stated period, otherwise this offer shall become null and void and the deposit returned to the Buyer in full without deduction.

The Buyer acknowledges that the Seller has purchased the aforesaid unit pursuant to an Agreement of Purchase and Sale from the Developer (schedule C to this Agreement.) The Buyer also acknowledges that the unit is part of an unregistered Condominium. the Buyer covenants and agrees with the Seller to be bound by the terms and provisions of the Developer's Agreement from this day forward until the Unit Transfer Date. Any closing costs of Unit Transfer Date shall be for the account of the Buyer.

The Purchase price of \$340,000 shall consist of the following:

1. The Buyer (Assignee) agrees to pay the Seller (Assignor) \$122,480 on the following schedule and manner:
  - a. On acceptance of this Assignment of Purchase and Sale Agreement, \$122,480 deposit by bank draft or certified cheque made payable to Kormans LLP, in trust
2. The Buyer (Assignee) agrees to pay the balance of the purchase Price \$217,520 (\$271,990 less the deposit \$54,380) on the unit transfer from the Buyer's personal and mortgage funds as follows:
  - a. The balance owing to the Developer approximately \$217,520
  - b. The Assignee agrees to pay back the interest of all deposit in the Developer's account, to assignor on the final closing (unit transfer date)

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

**INITIALS OF ASSIGNEE(S):**

V.H.T.

**INITIALS OF ASSIGNOR(S):**

mt



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

**ASSIGNEE,** Vi Hung To....., and

**ASSIGNOR,** Chung Tieu My.....

for the purchase and sale of 4011 Brickstone Mews..... Toronto Unit 1908.....

..... dated the 23..... day of April....., 2017.....  
The Assignee and Assignor agree that the calculation of funds to be paid for this Assignment Agreement, subject to adjustments, is as set out in the following items:

- |    |  |                      |
|----|--|----------------------|
| 1. | Total Purchase Price including the original Agreement of Purchase and Sale and this Assignment Agreement:  | \$ <u>340,000.00</u> |
| 2. | Purchase Price of original Agreement of Purchase and Sale as indicated in Schedule C:  | \$ <u>271,900.00</u> |
| 3. | Deposit(s) paid by Assignor to the seller under the original Agreement of Purchase and Sale as indicated in Schedule C, to be paid by the Assignee to the Assignor as follows: | \$ <u>54,380.00</u>  |

Upon acceptance of this Assignment Agreement and receipt of consent to assign from original seller, if applicable.....

(Upon acceptance of this Assignment Agreement and receipt of consent to assign from original seller, if applicable)

(Upon occupancy by the Assignee and receipt of consent to assign from the original seller, if applicable)

(Upon final closing of original Agreement of Purchase and Sale and this Assignment Agreement)

- |    |  |                      |
|----|--|----------------------|
| 4. | Payment by Assignee to Assignor for this Assignment Agreement:   | \$ <u>122,480.00</u> |
| 5. | Deposit paid under this Assignment Agreement (in accordance with Page 1 of this Assignment Agreement): | \$ <u>0.00</u>       |
| 6. | Balance of the payment for this Assignment Agreement:  | \$ <u>122,480.00</u> |

INITIALS OF ASSIGNEE(S):

V-H-T-

INITIALS OF ASSIGNOR(S):

mt



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# Registrant's Disclosure of Interest Disposition of Property

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

I Chung Tieu My ..... declare that I am a registered  
(Name of Registrant)

Real Estate Salesperson ..... representing LIVING REALTY INC.  
(Brokerage/Broker/Salesperson) (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 4011 Brickstone Mews  
Toronto Unit 1908

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

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION: .....

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

I am a real estate agent and also the owner of the unit

(Attach Appendix "A" if necessary)

AND

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

(Signature of Registrant who is making this Declaration) Chung Tieu My ..... DATE: .....

(Signature of Broker of Record/Manager of Brokerage) ..... DATE: .....

(Title) .....

## ACKNOWLEDGEMENT

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

(Witness) V.T. HUNG TO ..... DATE April 23, 17  
(Buyer)

(Witness) ..... DATE .....  
(Buyer)



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DIRECTION RE TITLE

TO: Amacon Development (City Centre) Corp.

AND TO: Blaney McMurtry LLP  
Barristers & Solicitors

Re: Amacon Development (City Centre) Corp. sale to  
2316645 Ontario Inc.  
Dwelling unit 8 Level 18  
Parking unit 46 Level D  
Storage unit 187 Level C4011 Brickstone Mews, Suite 1908, Mississauga, Ontario  
PSV - Tower One

I HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

Full Name

Birthdate

2316645 ONTARIO INC.

CHUNG, Tieu My

December 18 1976

Address for service:

1057 McBride Avenue  
Mississauga, ON L5C 1M4  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

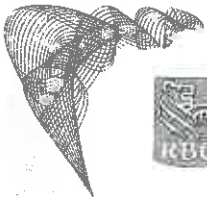
AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED at Mississauga this 1 day of March, 2017

2316645 ONTARIO INC.

Per: [Signature]  
Name: Tieu My Chung  
Title: \_\_\_\_\_

Re: [Signature]  
Name: Giang Thanh Nhung Lam  
Title: Director  
I have the authority to bind the corporation



Royal Bank of Canada  
Banque Royale du Canada  
6911 DERRY RD-UNIT 1  
MILTON, ON

57478673 7-516

DATE Y/A M/M D/J

PAY TO THE ORDER OF  
PAYER À L'ORDRE DE

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET deposit 1908-4011 Brickstone mews

PURCHASER NAME

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

*E. Sallinger*  
*Faizul Islam*

*E. Sallinger*  
*F. Aslam*

⑈57478673⑈ ⑆01248⑈003⑆ 099⑈013⑈5⑈

RECEIVED

FOR DEPOSIT  
BRICKSTONE CUSTOMERS



**RBC Royal Bank**

April 26, 2017

VI HUNG TO  
629 ATTENBOROUGH TERR  
MILTON, ON L9T 8R1

**Royal Bank of Canada**

MILTON ON-DERRY & BRONTE BR  
6911 DERRY RD-UNIT 1  
MILTON, ON L9T 7H5  
Tel: 1-800-769-2511  
Fax: 1-905-878-2247

Dear VI HUNG TO,

## Thank you for choosing RBC Royal Bank

**Re: Residential mortgage application number .**

We are pleased to confirm that you are pre-approved for a mortgage with RBC Royal Bank® based on the information you have provided and subject to our standard lending criteria.<sup>1</sup> Please review all of the details below and contact us if you have any questions or if any of the information is incorrect.

**You are pre-approved for a mortgage loan of: \$ 100,000.00**

**Application Details:**

Purchase price / property value of:	\$ 350,000.00
With a down payment of:	\$ 250,000.00
Estimated annual property taxes of:	\$ 2,400.00
Amortization:	29.92 years.
Interest rate:	2.6900000 % per year — calculated semi-annually, not in advance.
Term:	60 months
Type:	Fixed Closed
Principal and Interest Payment:	\$ 186.60 Bi-weekly
HomeProtector® Premium*:	\$ 19.94 <sup>3</sup>
Total Payment:	\$ 206.54
Rate commitment expiry date:	August 25, 2017
One-time Processing Fee:	\$ 250.00, if applicable

Your interest rate is guaranteed until August 25, 2017 and is also subject to our standard lending criteria.<sup>1</sup> If your rate commitment expires please contact me to review and update your pre-approval.

