

Worksheet

Standard Assignment

Post Occupancy

Suite: 1401 Tower: PSV2 Date: June/15/17 Completed by: Stephen

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). \$2,500
- ☒ Agreement must be in good standing. Funds in Trust: \$ 65,865.
- ☐ 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 customer.care@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:

JAN 11/2017
20/6

PSV

SUITE 1301 UNIT 01 LEVEL 13

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 14th day of July 2017.

AMONG:

Hary K. Desai and Binul H. Desai
(hereinafter called the "Assignor")

- and -

Michael Anthony Eng

(hereinafter called the "Assignee")

OF THE FIRST PART:

OF THE SECOND PART:

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

OF THE THIRD PART:

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 11th day of July 2012 and accepted the 11th day of July 2012 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 01, Level 13, Suite 1301, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 447, Mississauga, Ontario (the "Property");
- (B) The Assignor has agreed to assign the Agreement and all deposits tendered by the Purchaser thereunder as well as any monies paid for extras or upgrades, monies paid as credits to the Vendor (or its solicitors) in connection with the purchase of the Property to the Assignee and any interest applicable thereto (the "Existing Deposits"), and the Assignee has agreed to assume all of the obligations of the Assignor under the Agreement and to complete the transaction contemplated by the Agreement in accordance with the terms thereof; and
- (C) The Vendor has agreed to consent to the assignment of the Agreement by the Assignor to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the Assignee to the Assignor and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;
2. The Assignor acknowledges that any amounts paid by the Assignor for Existing Deposits will not be returned to the Assignor in the event of any default or termination of the Agreement and the Assignor expressly acknowledges, agrees and directs that such amounts shall be held by the Vendor as a credit toward the Purchase Price of the Unit.
3. Subject to paragraph 4 below, the Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder.
4. The Assignee shall be required to pay the full amount of the applicable HST to the Vendor on final closing notwithstanding that the Assignee may qualify for HST Rebate (or equivalent). The HST applicable shall be calculated based on the original purchase price and the consideration for the Transfer/Deed to the Assignee shall reflect the original purchase price as set out in the Agreement. The Assignor and/or Assignee are personally directly responsible for collection and remittance of any HST applicable to any increase in or additional consideration negotiated as between Assignor and Assignee for the purchase of the Property. The Assignor and Assignee expressly acknowledge that the HST Rebate credit contemplated by the Agreement will not be available to the assigning parties and the Assignee will be obliged to seek any HST Rebate available directly on his or her own after final closing. The Vendor shall have no obligation whatsoever either before or after closing to assist or cooperate with the Assignor or Assignee in the collection or remittance of HST on the assignment transaction as between Assignor and Assignee or with any application for HST Rebate or equivalent.
5. Subject to the terms of the Assignment Amendment, the Assignee covenants and agrees with the Assignor and the Vendor not to list or advertise for sale or lease and/or sell or lease the Unit and is strictly prohibited from further assigning the

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

6. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and the Assignor shall have no claim whatsoever against the Vendor with respect to same.

7. The Assignor hereby represents to the Assignee and the Vendor that he/she has full right, power and authority to assign the Agreement to the Assignee.

8. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor.

9. The Vendor hereby consents to the assignment of the Agreement by the Assignor to the Assignee. This consent shall apply to the within assignment only, is personal to the Assignor, and the consent of the Vendor shall be required for any other or subsequent assignment in accordance with the provisions of this Agreement.

10. The Assignee hereby covenants, acknowledges and confirms that he/she has received a fully executed copy of the Agreement and the Disclosure Statement with all accompanying documentation and material, including any amendments thereto.

11. The Assignor shall pay by certified cheque drawn on solicitor's trust account to 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. *Handwritten: \$2,500.00*

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 14th day of June 2017

Bayer
Witness

B-H. Desai
(Assignor)

Bayer
Witness

[Signature]
(Assignor)

[Signature]
Witness

[Signature]
(Assignee) Michael Anthony Eng

Witness

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

[Signature]

Per:
Name:
Title: Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Michael Anthony Eng
DATE OF BIRTH: 1981/10/24 510-459-0912
SIN #
ADDRESS: 1386 Bancroft Drive Mississauga ON
LSU 1A2

PHONE: Tel: 416.912.9874

Cell: _____

E-mail: _____
Facsimile: _____

eng-mike@btm1.com

ASSIGNEE

NAME: _____

DATE OF BIRTH: _____

ADDRESS: _____
SIN #

PHONE: _____
Tel: _____
Cell: _____

E-mail: _____
Facsimile: _____

ASSIGNEE'S SOLICITOR:

NAME: Constantine 'Dean' Glinos
RZCD Law Firm LLP

ADDRESS: 77 City Centre Suite 700 Mississauga ON
LSB 1N5

PHONE: Bus: 905.848.6100 ext. 263

E-mail: Facsimile: 905.896.1111
dglinos@rzcdlaw.com

The Toronto-Dominion Bank

3120 ARGENTIA ROAD
MISSISSAUGA, ON L5N 0B1

81688838

2017-06-19
YYYYMMDD

DATE

Transit-Serial No. 1594-81688838

Pay to the Order of AMACON CITY CENTRE SEVEN NEW DEVELOPMENT PARTNERSHIP

\$ *****2,825.00

TWO THOUSAND EIGHT HUNDRED TWENTY FIVE**00/100 Canadian Dollars
Authorized signature required for amounts over CAD \$5,000.00

Re PSN2 #1401

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

Authorized Officer

Counter-signed

Number

[Signature]

⑈ 8 16888838 ⑈ 109612000000

⑈ 3808 ⑈

June 19/17 *[Signature]*



ENG.
MICHAEL ANTHONY
1318 BAINGROFT DRIVE
MISSISSAUGA, ON. L4V 1N2
E5911 - 54416 - 11024
2013/08/21
CR634441

2018/10/26
125 618

DATE OF BIRTH: 08/21/2013
SEX: M
EYES: B
HAIR: B
HEIGHT: 5'00"
WEIGHT: 150 LBS
DOB: 08/21/2013
DOB: 08/21/2013
DOB: 08/21/2013

Michael Anthony
2013/08/21

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.

Transaction Property Address:

Sales Representative/Broker Name:

Date Information Verified/Credit File Consulted:

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 mandatory to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Michael Anthony Eng
2. Address: 1386 Riverside Drive Mississauga ON L5V 1M2
3. Date of Birth: 1981/10/24
4. Nature of Principal Business or Occupation: Peel district school Board (teacher)

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. Type of Identification Document: Driver's License
2. Document Identifier Number: 5311-2118-11024
3. Issuing Jurisdiction: ON
4. Document Expiry Date: 2038/10/24 Country: Canada

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

- ☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
 - ☐ Name of Source:
 - ☐ Account Number**:
- ☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*
 - ☐ Name of Source:
 - ☐ Account Number**:
- ☐ Verify the individuals' name and confirm a financial account*
 - ☐ Name of Source:
 - ☐ Financial Account Type:
 - ☐ Account Number**:

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



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Individual Identification Information Record

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

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

1. Measures taken to Ascertain Identity (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain:

Date on which above measures taken:

2. Reason why measures were taken (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain:

B. Verification of Third Parties

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

B.1 Third Party Reasonable Measures

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

Is the transaction being conducted on behalf of a third party according to the client? (check one):
☐ Yes
☐ No

Measures taken (check one):

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

Date on which above measures taken:

Reason why measures were unsuccessful (check one):

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

Indicate whether there are any other grounds to suspect a third party (check one):
☐ No
☐ Yes, explain:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party:

2. Address:

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue (if applicable):

6. Relationship between third party and client:



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Individual Identification Information Record

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

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

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

Low Risk

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

Medium Risk

- ☐ Explain:

High Risk

- ☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- ☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.



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Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

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

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

☒ Residential property

☐ Commercial property

☐ Other, please specify:

☐ Residential property for income purposes

☐ Land for Commercial Use

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

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

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor

the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

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

D.3 Suspicious Transactions

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



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TD Canada Trust
CREDIT VALLEY TOWN PLAZA
6051 CREDITVIEW RD
MISSISSAUGA, ON L5V2A8
www.tdcanadatrust.com

June 14, 2017

MICHAEL ENG
1386 BANCROFT DR
MISSISSAUGA, ON L5V 1M2

Dear Valued Customer:

Re: Mortgage Pre-Approval Confirmation

This will confirm that you qualify for a residential mortgage loan with The Toronto-Dominion Bank ("TD Canada Trust") with the following terms and on the following conditions:

Applicant(s):	MICHAEL ENG
Principal Amount:	\$296,000.00
Fixed Annual Interest Rate:	2.84% per annum, calculated semi-annually not in advance
Interest Rate Expiry Date:	This Interest Rate is not guaranteed and is subject to change
Prepayment Option:	Closed to prepayment, subject to terms of mortgage
Term:	5 years
Amortization:	30 years
Anticipated Closing Date:	July 24, 2017

This Pre-Approval Confirmation is valid until June 03, 2017, and is subject to:

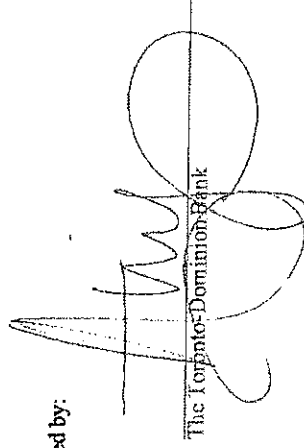
- 1) confirmation of credit application details (including income);
- 2) confirmation of down payment from non-borrowed sources;
- 3) satisfactory credit investigation;
- 4) no change in, and the accuracy of, the information provided;
- 5) the property to be mortgaged meeting TD Canada Trust's normal lending requirements. A satisfactory appraisal may be required;
- 6) mortgage default insurer approval if required pursuant to TD Canada Trust's normal lending requirements.

Additional requirements:

- client is not to take on additional debts prior to funding

Signed by:

Per:



The Toronto-Dominion Bank

528324 (0212)