

* Family Assignment

Worksheet Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Suite: 1209 Tower: PSV Date: Feb. 19 Completed by: Silvi

Please mark if completed:

- ☒ Copy of Assignment Amendment *Free Assignment*
- ☒ Assignment Agreement Signed by both Assignor and Assignee
- ☒ Certified Deposit Cheque for Top up Deposit to 25% payable to Blaney McMurtry LLP in Trust *N/A (family Assignment)*
- ☒ 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). *N/A free.*
- ☒ Agreement must be in good standing. Funds in Trust: \$ 41,092.00 *(20010)*.
- ☐ 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 *Purchaser will provide letter once*

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

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

LJ SUN (the "Purchaser")

Suite 1209 Tower ONE Unit 9 Level 12 (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 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) obtains an assignment and assumption agreement from the approved assignee in the Vendor's standard form;
- (v) pays the sum Zero (\$0.00) Five Thousand (\$5,000.00) Dollars plus applicable HST by way of certified funds as an administration fee to the Vendor for permitting such sale, transfer or assignment, to be paid to the Vendor at the time of the Purchaser's request for consent to such assignment.

- (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 15th day of Feb 2012.

Witness:

Purchaser: Li Sun

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

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 19th day of February 2017

AMONG:

LI SUN

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

LIVING XUE

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

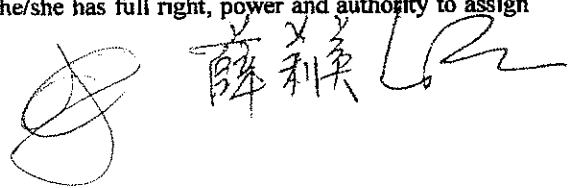
OF THE THIRD PART.

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 25th day of February 2012 and accepted the 25th day of February 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 9, Level 12, Suite 1209, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV, 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. The Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder. The Assignee acknowledges that in the event the Vendor does not receive the full benefit of the HST Rebate, (as defined in the Agreement) for any reason whatsoever, the Assignee shall be required to pay the amount of the HST Rebate to the Vendor on Closing in addition to the Purchase Price, as more particularly set out in the Agreement.
- 4. 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.
- 5. 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.
- 6. 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.

Handwritten signatures of the Assignor (Li Sun) and the Assignee (Living Xue) in black ink.

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.


8. 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.
9. 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.
10. 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 Zero Dollars (\$0.00) plus HST.
11. 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.
12. 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.
13. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
14. 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.
15. 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 19th day of February 2017.



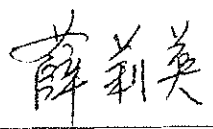
Witness



LI SUN (Assignor)



Witness



LIVING XUE (Assignee)

**AMACON DEVELOPMENT (CITY CENTRE)
INC.**

Per: 
Name: **STEPHANIE BABINEAU**
Title: **DIRECTOR, SALES AND
MARKETING**

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE (1) **NAME:** Liying Xue
DATE OF BIRTH: 06/25/1950
ADDRESS: 5571 McFarren Blvd.
Mississauga, ON, L5M 5X8
PHONE: 416-917-4598
EMAIL: lily_sun2@hotmail.com
OCCUPATION: Retired Librarian
EMPLOYER: Shanghai Pujing Middle School

ASSIGNEE (2) **NAME:**
DATE OF BIRTH:
ADDRESS:
PHONE:
EMAIL:
OCCUPATION:
EMPLOYER:

SOLICITOR **NAME:** Samuel Eng
LAW FIRM: Samuel Eng & Associates
ADDRESS: 1140 Burnhamthorpe Rd. W. Suite 220
Mississauga, ON, L5C 4E9
PHONE: 905-277-1188

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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 #: 1209 Phase/Tower: **TWO** Plan No.: **FOUR**

Street: _____

Date of Offer: Feb 25 201

Sales Representative: In2ition Realty

Verification of Individual

1. Full Legal Name of Individual: LIVING XUE
2. Address: 5571 McFarren Blvd
MISSISSAUGA, ON L5M 5X8
3. Date of Birth: 06/25/1950
4. Principal Business or Occupation: Retired Librarian
5. Identification Document (must see original): PASSPORT.
6. Document Identification Number: E87939728
7. Issuing Jurisdiction: Republic of China
8. Document Expiry Date (must not be expired): OCT 12, 2026

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: _____

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PEOPLE'S REPUBLIC OF CHINA

E87939728

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JUN 1950

13 10月/OCT 2016

12 10月/OCT 2026

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[illegible]

سید محمد علی

The Bank of Nova Scotia
Bridlewood Mall
2900 Warden Avenue
Scarborough, Ontario
Canada M1W 2S8
Tel: (416) 497-7012
Fax: (416) 497-0964



Mortgage Pre-Qualification Certificate

Date: Feb. 23, 2017

This is to certify that:

Names: Liying Xue

Current Address: 5571 Mcfarren Blvd, Mississauga ON L5M 5X8

Qualifies for a residential mortgage loan with Scotiabank with the following terms:

Mortgage Amount: \$135,950

Interest Rate: 3.49%

Interest Rate Expire Date: May. 22, 2017

Term: 2 year fixed

Amortization: 25 years

If the interest rate above is filled with a rate, and the interest rates are lower on the day funds are advanced you will receive the lower rate.

Any time before your closing date, you can change the term; The interest rate will be adjusted accordingly to the posted rate for that term at the date of change. A new Pre-Qualification Certificate will then be issued voiding this one.

This pre-qualification is valid for 90 days from the date of this – Pre-Qualification Certificate.

The Bank of Nova Scotia
Bridlewood Mall
2900 Warden Avenue
Scarborough, Ontario
Canada M1W 2S8
Tel: (416) 497-7012
Fax: (416) 497-0964



Final Approval is subject to:

- 1) Confirmation of credit application details;
- 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 Scotiabank normal lending requirements;

Yours truly,

Jeffrey Ye

A handwritten signature in black ink, appearing to read 'Jeffrey Ye'.

Scotiabank Home Financing Advisor

6478671288

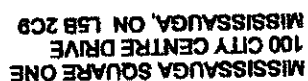
Silvi Niksic

From: Cindy Sun <cindysun@clio-oz.com>
Sent: Friday, February 24, 2017 2:24 PM
To: icosic@hotmail.com
Cc: Silvi Niksic; Andrea Alsip; 'li sun'
Subject: PSV towel one suite#1209 assignment
Attachments: signed pre-approval letter0001.jpg; signed pre-approval letter0002.jpg; TD STATEMENT.pdf

Hi Ivan/Silvi,

We signed the assignment agreement on Feb. 19th, 2017 with Silvi. Pls see attached mortgage approval & bank statement for your reference. The unit will be assigned to my mom, Lying Xue. She will pay CAD\$135,950.00 upon final closing and the bal. will be mortgaged from Scotiabank. Pls send us the confirmation from the builder asap so we can inform her lawyer. The occupancy date is March 22nd. If you need anything from us, pls feel free to reach me@416-9174598 or 647-997-1395, lily_sun2@hotmail.com

Thank you
Best regards,
Cindy(Li Sun)



TOPDAB1400-5596369-002 E D 0093 19635

MS LI SUN OR
MS LIYING XUE
5671 MCFARREN BLVD
MISSISSAUGA ON L5M 5X8

TO Canada Trust

Statement of Account		Branch No.	0083
Account No.		7431-6917324	

Account Type	VALUE ACCT
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Statement Form To	SEP 30/16 - DEC 30/16	Page 1 of 1
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DESCRIPTION	WITHDRAWALS	DEPOSITS	DATE	BALANCE
BALANCE FORWARD			SEP30	159,179.50
MONTHLY ACCOUNT FEE	3.95		OCT31	159,179.50
ACCT BAL REBATE		3.95	OCT31	159,179.50
MONTHLY ACCOUNT FEE	3.95		NOV30	159,179.50
ACCT BAL REBATE		3.95	NOV30	159,179.50
MONTHLY ACCOUNT FEE	3.95		DEC23	172,418.00
GC 1668-DEPOSIT		4,000.00	DEC23	172,418.00
MONTHLY ACCOUNT FEE	3.95		DEC30	172,418.00
ACCT BAL REBATE		3.95	DEC30	172,418.00
				13,250.36
				11.85

Account/Transaction Type	Fees	Rebate (amt)	Waived Fees	Paid Fees
VALUE ACCT	\$3.85	\$2000.00	\$3.96	\$0.00
Fees PAID :				
				\$0.00

ACCOUNT ISSUED BY: THE TORONTO-DOMINION BANK
FOR YOUR PROTECTION, AVOID CHOOSING A PIN THAT COULD BE EASILY GUESSED. MEMORIZE YOUR PIN.
NEVER RECORD YOUR PIN NEAR YOUR ACCESS CARD.

Your account can do more. Visit www.tdcanadatrust.com/accountservices or call EasyLine at 1-866-222-3456 to find out how. Or ask your branch for details.

Please ensure that you report in writing any errors or irregularities found within the statement within 30 days of the statement date. If you do not, the statement of account shall be conclusively deemed correct except for any amount credited to the account in error.

TPPDA81400_5596369_002 - 0059635 029560