

Worksheet

Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Suite: 3107 Tower: PSV Date: Mar. 21/17 Completed by: Silvi

Please mark if completed:

- ✓ • Copy of Assignment Amendment \$0.00 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
- ✓ • 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 Assignment
- ✓ • Agreement must be in good standing. Funds in Trust: \$ (15%).
- ✓ • 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:

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

AYSAR AL-SHAMMAA (the "Purchaser")

Suite **3107** Tower **ONE** Unit **7** Level **30** (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 Two Thousand (\$2,000.00) ^{AA} ~~Five Thousand (\$5,000.00)~~ ^{SD} 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.

AA

- (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 25th day of February 2012.

Witness:

Purchaser: AYSAR AL-SHAMMAA

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

THIS AGREEMENT MADE this 4th day of August, 2016.

AYSAR AL-SHAMMAA

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

YIPENG CHANG

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

-AND-

AMACON DEVELOPMENT (CITY CENTRE) CORP.

(hereinafter referred to as the "Vendor")

OF THE THIRD PART

WHEREAS pursuant to the terms and provisions of an agreement of purchase and sale between the Assignor, as the purchaser, and the Vendor, as the vendor, accepted by the Vendor on the 25th day of February 2012, being proposed condominium units situate at 4011 Brickstone Mews Parkside Village Drive, Mississauga, Ontario L5B 0J7 (the "Residential Purchase Agreement" and/or "Purchase Agreement"), which units are now legally described as residential Unit 7, Level 30, to be located in the proposed condominium project known as "PSV" in Mississauga, Ontario, Canada (the "project") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those part of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "Unit")

AND WHEREAS the Assignor and the Assignee desire that the Assignor assign unto the Assignee all of his right, title and benefits under the Purchase Agreement.

AND WHEREAS the Vendor wishes to consent to the said assignment on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada paid by each of the parties hereto to the other and for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of them) the parties hereby covenant and agrees as follows:

1. The parties hereto hereby acknowledge and confirm that the foregoing recitals are true both in substance and in fact.
2. The Assignor does hereby assign, transfer and set over to and in favour of the Assignee by way of absolute assignment, all of its rights, title, benefit and interest in, to and under the Purchase Agreement.
3. The Assignee hereby covenants and agrees to and with the Assignor and the Vendor to assume the burden of all obligations on the part of the Assignor to be performed and/or borne pursuant to the Purchase Agreement, and further covenants and agrees to be bound by the terms and provisions of the Purchase Agreement as though he had originally executed same as the Purchaser.
4. The Assignee covenants and agrees with the Vendor that he shall forthwith do and suffer any act, and/or execute any documentation, which the Vendor may require from time to time in its sole, absolute and unfettered discretion for the purposes of confirming the assumption by the Assignee of the Assignor's obligations pursuant to the Purchase Agreement.



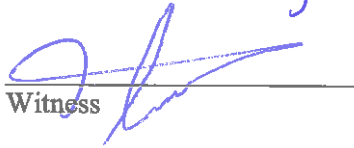
5. The Vendor hereby consents to the within assignment from the Assignor to the Assignee.
6. In the event that, upon entering this Assignment Agreement, the Assignor has not made his selection from Vendor's samples of those items requiring selection as noted in the Purchase Agreement, it is understood and agreed that the Assignee shall make such selections directly with the Vendor. Similarly, in the event that the Assignor has not carried out his inspection of the Unit and executed a Certificate of Completion and Possession (the "**Certificate**") in accordance with the Ontario New Home Warranties Plan Act as provided for in the Purchase Agreement, it is further understood and agreed between the parties hereto that the Assignee shall carry out such inspection with a representative of the Vendor and complete the Certificate. For the purposes of this paragraph, the Assignor hereby irrevocably constitutes and appoints the Assignee to be and act as his lawful attorney, in the Assignor's name, place and stead, in order to make such selections and/or to carry out such inspection and to execute the Certificate, and the Assignor hereby confirms and agrees that his power of attorney may be executed by the Assignee during subsequent legal incapacity of the Assignor. It is further specifically understood and agreed upon between the parties that the Assignee shall also constitute and appoint the Vendor as his attorney, in the Assignee's name, place and stead, in all situations provided for in the Purchase Agreement. Without limiting the generality of the foregoing, the Assignee agrees to accept and also be bound to any selections made by the Assignor and/or any upgrades or changes ordered by the Assignor, including payment of any monies owing in connection therewith selected or ordered by the Assignor prior to the date of this Assignment Agreement. The Assignee acknowledges and agrees that by executing this Assignment Agreement, the Assignee confirms being advised by the Assignor of all such items, including particulars of all such selections, upgrades or changes.
7. The Assignee covenants and agrees not to list or advertise for sale and/or sell the Unit or further assign his interest under the Purchase Agreement or this Assignment Agreement to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.
8. The Assignee agrees within five (5) days of the date of this Assignment Agreement to provide to the Vendor all financial and personal information, including written advice as to how the Assignee wishes to take title together with other documentation or verification as required by the Vendor for the purpose of confirming the Assignee's ability to complete this purchase.
9. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. The Assignor, Assignee and Vendor agree that the Title Transfer Date shall be determined. Time shall be of the essence for this Agreement and the Purchase Agreement and all other terms of the Purchase Agreement shall continue in full force and effect.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto their respective successors and assigns.
12. The Vendor warrants and confirms that the Purchase Agreement is in good standing and all deposits paid by Purchaser to date under paragraph 1 therein, shall be credited to the Assignee on closing as part of the purchase price.
13. The Assignee agrees to pay all further deposits payable under the Purchase Agreement, if any, and the balance of the purchase price by bank draft or by certified cheque to the Vendor on closing in accordance with the provisions of the Purchase Agreement.
14. The Assignee further agrees to pay to the Vendor upon execution of this Assignment Agreement a sum equivalent to **\$0.00, plus applicable HST** as an administration fee to the Vendor for giving its consent as described herein.
15. **The Purchaser/Assignor shall remain liable for all obligations hereunder until transfer of title to the Assignee.**
16. Any further assignment of the Purchase Agreement by the Assignee shall remain to be subject to the terms of the Purchase Agreement.
17. The parties hereto agree that notice of acceptance and delivery of the within offer and all communications thereto may be made by facsimile machine addressed to the parties hereto or their solicitors or their agents. The parties hereto agree facsimile copies shall constitute original copies.

[Signature Page Follows]







IN WITNESS WHEREOF the parties have executed this Agreement on the
21 day Aug of 2016.

Witness 

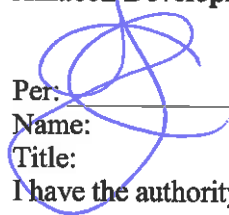
Witness 


 Assignor
 Name: AYSAR AL-SHAMMAA
 Date: 21/8/2016


 Assignee
 Name: YIPENG CHANG
 Date: 11/8/2016
 Address: ~~738 LYONS CREEK RD~~ 4010 parkside village
~~WELLAND, ON L3B 3N4~~ PR. unit 6, Mississauga
 Phone No: 647-896-3375
 S.I.N.: N/A
 D.O.B: 06/02/1998

 A.A.

Amacon Development (City Centre) Corp.


 Per: _____
 Name: _____
 Title: _____
 I have the authority to bind the Corporation

The Toronto-Dominion Bank

3671 STRANDHERD DRIVE
NEPEAN, ON K2J 4G8

79140831

DATE

2016-09-14
YYYYMMDD

Transit-Serial No.

2831-79140831

Pay to the Order of BLANEY MCMURTRY LLP IN TRUST

\$ *****19,295.00

NINETEEN THOUSAND TWO HUNDRED NINETY FIVE**00/100

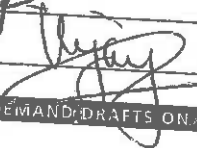
Authorized signature required for amounts over CAD \$5,000.00
Re PSV 3107

Canadian Dollars

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


Authorized Officer

Countersigned



12836
Number

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

⑈79140831⑈ ⑆09612⑈004⑆

⑈3808⑈

PSV 3107 Assignment Top-up

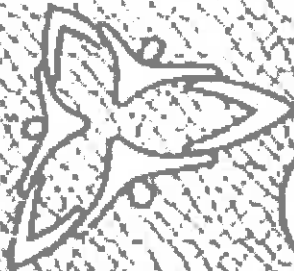
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The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the transit of this passport to pass freely and afford assistance in case of need.



寶鑑

POCHNCHANG<<YIPENG<<<<<<<<<<<<<<<<<<<<<<<<<<<
E033021001CHN9806021R1708060LDKDNCOGMEFPDA9



Ontario

Drive
Permit



1,2 NAME/ NOM
CHANG
YIPENG
8 738 LY
WELLA

4d NUMBER/
NUMERO

4a ISS/ DEL.

5 DD/ RÉF.

15 SEX/ SEXE

9 CLASS/
CATÉG.

12 REST./
COND.

3 DOB/DDN 1998/06/02 AGE 19/A

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 #: 3107 Phase/Tower: RSV Plan No.: _____

Street: _____

Date of Offer: _____

Sales Representative: Initiation

Verification of Individual

1. Full Legal Name of Individual: Yipeng Chang
2. Address: 4010 Parkside Village Dr. Unit 6
Mississauga, ON
3. Date of Birth: 1998/06/02
4. Principal Business or Occupation: Student - University of Toronto Mississauga
5. Identification Document (must see original): C3187 - 79009 - 80602
6. Document Identification Number: Driver's Licence
7. Issuing Jurisdiction: Ontario
8. Document Expiry Date (must not be expired): 2021/06/06

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: _____

From: Henry Verone <halverone@gmail.com>
Sent: Sunday, March 19, 2017 4:01 PM
To: Silvi Niksic
Subject: Re: PSV 3107 Assignment



CIBC P
Mortgag
Numbe

Issue Date: August 9, 2016
Effective From: August 9, 2016
Expiry Date: Nov

(Note: If your certificate has expired, please contact your CIBC representative)

TO CERTIFY THAT

yipeng chang

is eligible for a mortgage loan amount of	\$278,784.49
with a downpayment of	\$147,000.00
to purchase a house in a price range of	\$425,784.49

and has/have selected the following mortgage loan type and term:

Mortgage Loan Type	5 Year Fixed Closed
Mortgage Loan Term	5 Years
Posted Interest Rate	4.97%

Monthly Payment (Principal & Interest Payments Only)	\$1,616.67
Amortization	25

This certificate only applies to the purchase of a residential owner-occupied property meeting our lending guidelines and the following conditions being met at the time of the actual mortgage loan application: satisfactory property credit review by CIBC Mortgages & Lending and Genworth Financial Mortgage Insurance Company Canada/Canada Housing Corporation approval (if applicable).

Note: This certificate does not apply to refinances and equity takeouts

Customer Signature(s): _____

RATE INFORMATION

- For fixed-rate mortgage loans, your quoted rate is guaranteed not to increase provided the mortgage is advanced on or before the Expiry Date of this Certificate. Your interest rate will be determined on the day of funding and you will receive the lower of the interest rate indicated on this Certificate and the interest rate posted on the day of funding.

PSV 3107 Solicitor Information

Lawyer's name: Charlie Ma and Assistants

Law office: LEE & MA BARRISTERS AND SOLICITORS

Address: 165 Dundas Street West, Suite 700

Mississauga, ON, L5B 2N6

Telephone number: 905-272-1600