

Worksheet

Standard Assignment

Post Occupancy

Suite: 2307 Tower: PSV Date: Nov 12, 14 Completed by: _____

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) \$0. ✓
- ☒ 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 IDV ✓
- ☒ Copy of Assignees Mortgage Approval ✓

Administration Notes:

5% dep. top up \$ 18,855 ✓

March 24/17.

207.

MR. AB SAMIR SADEO MOHAMED

CERTIFIED CHECK

048

DATE 2007-12-02

PAY TO THE ORDER OF Aird & Berlis LLP, Trust

\$ 18,895

Eighteen thousand, eight hundred eighty five / 100 DOLLARS

3000 Road, Suite 1878

MISSISSAUGA, ONTARIO L4V 1L6

MEMO 2307 PSV1 - S/L to up

To authorize Assignment 6757126

E. R. L. Samir

11004811 00064200041

901150011

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

FUAD MASHAL (the "Purchaser")

Suite 2307 Tower ONE Unit 7 Level 22 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

N/A

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

Notwithstanding any notice to the contrary which may have been received from the Vendor or its solicitors prior to the date hereof, the parties expressly agree that the final closing date shall be December 21st, 2017.

Dated at Mississauga, Ontario this 19 day of September 2017.

SIGNED, SEALED AND DELIVERED

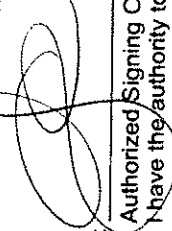
In the Presence of:

Witness

Purchaser - Fuad Mashal

Accepted at Toronto this 4 day of December 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s
Authorized Signing Officer
Have the authority to bind the Corporation.

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 13th day of November 2017.

A M O N G:

Fuad Mashal

(hereinafter called the "Assignor")

OF THE FIRST PART:

- and -

Joseph Omar Shaath and 1970228 Ontario Ltd.

(hereinafter called the "Assignee")

OF THE SECOND PART:

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

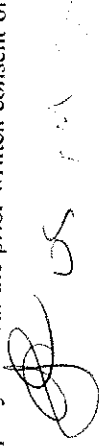
OF THE THIRD PART:

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 6th day of March 2012 and accepted the 7th day of March 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 7, Level 22, Suite 2307, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4011 Bricksone Mews, 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.
7. 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 Five Hundred Dollars (\$500.00) 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 13th day of November 2017.

Witness

Fuad Mashal (Assignor)

Witness

(Assignor)

Witness

Joseph Omar Shaath (Assignee)

Witness

1970228 Ontario Ltd. (Assignee)

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: Joseph Amer Sheath
DATE OF BIRTH: 1987/09/02
ADDRESS: 3435 Joan Dr.
Mississauga ON L5B 1T7
PHONE: Tel: Cell: (647) 461-1575
E-mail: Facsimile:

YYYYMMDD
SIN #

ASSIGNEE

NAME: Joseph Amer Sheath
DATE OF BIRTH: 1970228 Ontario Ltd
ADDRESS: 2487 Confederation Pkwy
Mississauga ON L5B 1S1
PHONE: Tel: Cell: Facsimile:
E-mail:

YYYYMMDD
SIN #

ASSIGNEE'S SOLICITOR:

NAME: Sarah Riezouk
ADDRESS:
PHONE: Bus: Facsimile:
E-mail:

Assignor's solicitor: Sarah Riezouk

1505

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

FUAD MASHAL (the "Purchaser")

Suite **2307** Tower **ONE** Unit **7** Level **22** (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 26, 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)~~ ^{2,400 (\$2,400.00)} 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.

OS
F201

(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 6 day of March 2012.

[Signature]
Witness:

[Signature]
Purchaser: Fuad Mashai

DATED at Mississauga this 7 day of March 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]
Authorized Signing Officer

I have the authority to bind the Corporation

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer

Transaction Property Address: 2307 401 Brockton Hwy

Sales Representative/Broker Name: Matthew Gosselin

Date Information Verified/Credit File Consulted: Nov 23/18

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 CREAs materials on REALTOR Link®.

1. Full legal name of Individual: 3415 Jean Be...

2. Address: 3415 Jean Be...

3. Date of Birth: 1977

4. Nature of Principal Business or Occupation: Student

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: FINTRAC

2. Document Identifier Number: 3415 Jean Be...

3. Issuing Jurisdiction: Canada

4. Document Expiry Date: 30/11/2018

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 CREAs 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: Nov 23, 2017

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:



This document has been prepared by The Canadian Real Estate Association to assist members in complying with requirements of Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations as of 2014 2017



WEB Form 6 April 2017

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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VER Form 6- April 2017

Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

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

Check the appropriate boxes:

Acting as an agent for the purchase or sale of:

- ☐ Residential property ☐ Residential property for income purposes
☐ Commercial property ☐ Land for Commercial Use
☐ Other, please specify:

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

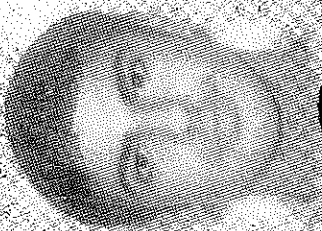
Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.



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WEBForms © April 2017



12 REG NOB
SHAATH,
JOSEPH OMAR
3395 JOAN DR
MISSISSAUGA, ON, L5B 1T7

4d NUMBER
NUMBER
4b ISS/DEL
2016/01/05
5 001/REF
DJ2757917
15 SEX/SEX
M
3 CLASS/ CAT
G

12 PREST/ COND
AGE 19/ANS 2016/09/02

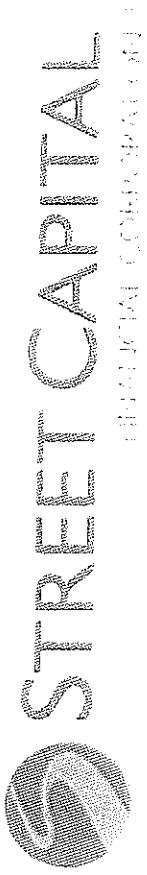
14 PERM
16 HGT/HAUT
170 cm

18 EXP/EXP
2018/09/24

19 S3124 - 41079 - 70902

20 ON CANADA

Received by client
Nov 25/17



Dear Joseph Shaath and 1970228 Ontario Ltd

I am pleased to advise you that the following loan, to be secured by first mortgage on the property noted below, has been pre-approved providing that all the information supplied is correct and subject to the conditions outlined. This commitment is not transferable, and the benefit may not be assigned.

Property Address:	Suite 2307, 4011 Brickstone Mews, Mississauga, Ontario
Purchase Price:	\$395,000.
Down Payment:	\$ 56,685
Mortgage Amount:	\$338,315
Capped Interest rate:	3.79%
Term :	5 years
Amortization:	30 years
Total Payment :	\$1550

Final Approval is subject to:

1. Confirmation of credit application details (including income)
2. Confirmation of down-payment from non-borrowed sources.
3. Satisfactory Street Capital credit investigation.
4. No charge in, and the accuracy of the information provided.
5. The property to be mortgaged meeting Street Capital's normal lending requirements

A handwritten signature in black ink, appearing to read "Sukhdeep", written over a horizontal line.

(For Street Capital)
Sukhdeep Lamba

13 Nov 2017

(Date)

NOTE: A Corporation/Entity 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 Corporation/Entity 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: 337 - 401 Brimstone Mews
Mossburn, ON

Sales Representative/Broker Name: Jonathan Reulhof

Date: _____

A.1. Verification of Corporation

1. Name of corporation: 1976228 Ontario Ltd.
2. Corporate Address: 1187 Confederation Parkway
Mississauga, ON L5B 1S1

3. Nature of Principal Business:

4. Name of Directors: As set out in certificate of corporate status or other record confirming corporation's existence.

Carina Sheikh

5. Type and Source of Verification Record:

Must confirm existence of the corporation (e.g., certificate of corporate status, published annual report, government notice of assessment). If record is in paper format, a copy must be kept. If record is an electronic version, a record of the corporation's registration number and type and source of record (e.g., Corporations Canada website) must be kept.

Confidential Corporate Documents Attached

6. Registration number of corporation: 1976228

7. Copy of corporate record showing authority to bind corporation regarding transaction:

(e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)

Attached. See Form Attached



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www.Reagency.ca



3-1-59471

A.2. Verification of Other Entity (if applicable)

1. Name of other entity:
2. Address:
3. Nature of Principal Business:
4. Type of Verification Record: Must confirm existence of other entity (e.g., partnership agreement, articles of association).
5. Source of Record:
Record may be paper or an electronic version. If record is in paper format, a copy must be kept. If record is an electronic version, a record of the entity's registration number and type and source of record must be kept.
6. Registration number:

B. Verification of Third Parties (if applicable)

NOTE: Complete this section of the form when a client is acting on behalf of a third party. Where you cannot determine if there is a third party, but there are reasonable grounds to suspect the client is acting on behalf of a third party, you must keep a record of that fact.

1. Name of other entity:
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:



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 Corporation or Entity
- ☐ Foreign Corporation or Entity that does not operate in a High Risk Country
- ☐ Other, explain:

Medium Risk

- ☐ Explain:

High Risk

- ☐ Foreign Corporation or Entity that operates in a High Risk Country
- ☐ 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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D. Business Relationship

(ask your Compliance Officer when this section is applicable if you don't know)

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

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Land for Commercial Use
☐ Commercial property
☐ Other, please specify:

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

D.2.1. If the client is a corporation, ask if its name and address and name of its directors have changed and if they have include the updated information on page one. If the client is an entity other than a corporation, ask if its name, address and principal place of business has changed and if they have include the updated information on page one.

D.2.2 Keep all 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.



FEBRUARY 09 FÉVRIER, 2017


Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

(17)

Form 1
Business
Corporations
Act

Formule 1
Loi sur les
sociétés par
actions

Articles of Incorporation
Statuts Constitutifs

- 1 The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Ecrire en LETTRES MAJUSCULES SEULEMENT)

1970228

ONTARIO LTD.

- 2 The address of the registered office is:
Adresse du siège social :

2487 Confederation Parkway

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)
(Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)

Mississauga

(Name of Municipality or Post Office)
(Nom de la municipalité ou du bureau de poste)

ONTARIO

(Postal Code)
(Code postal)

- 3 Number of directors is/are:
Nombre d'administrateurs :

Fixed number
Nombre fixe

OR minimum and maximum
OU minimum et maximum

17

- 4 The first director(s) is/are:
Premier(s) administrateur(s) :

First name, middle names and surname
Prénom, autres Prénoms et nom de famille

Omar Shaath

Address for service, giving Street & No. or R.R. No.,
Municipality, Province, Country and Postal Code
Domicile élu, y compris la rue et le numéro, le numéro de la
R.R. ou le nom de la municipalité, la province, le pays et le
code postal

2487 Confederation Parkway
Mississauga, Ontario

Resident Canadian?
Yes or No
Résident canadien?
Oui/Non

Yes

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société

There are no such restrictions on the business the corporation may carry on or on the powers the corporation may exercise.

6. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The corporation is authorized to issue an unlimited number of common shares.

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série.

None.

- 8 The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes

No shares shall be transferred without either:

(a) the consent of the holders of at least fifty-one percent (51%) of the shares of the corporation for the time being outstanding expressed by a resolution passed at a meeting of the shareholders or by an instrument or instruments in writing signed by the shareholders of at least fifty-one (51%) of such shares;

or

(b) the consent of the directors of the corporation evidenced by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors.

9 Other provisions if any.
Autres dispositions, s'il y a lieu

(a) The number of shareholders of the corporation, exclusive of persons who, having been formerly in the employment of the corporation, were, while in that employment, and have continued after the termination of that employment, to be shareholders of that corporation, is limited to fifty (50), two (2) or more persons who are the joint registered owners of (1) or more shares being counted as one (1) or more shares being counted as one (1) shareholders.

(b) Any invitation to the public to subscribe for shares or securities of the corporation is prohibited.

(c) Without in any way limiting the powers conferred on the directors in the Business Corporation Act, 1990 such powers shall be deemed to include the powers conferred on a corporation by Division VII of the Special Corporate Power Act, being chapter P-16 of the Revised Statutes of Quebec, 1977, and every statutory provision that may be substituted therefore or for any provision therein.

10 The names and addresses of the incorporators are
Noms et adresses des fondateurs :

First name, middle names and surname or corporate name Prénom, autres prénoms et nom de famille ou dénomination sociale	Full address for service or if a corporation, the address of the registered or head office giving street & No. or R. R. No., municipality, province, country and postal code Domicile élu au complet ou, dans le cas d'une société, adresse du siège social ou adresse de l'établissement principal, y compris la rue et le numéro ou le numéro de la R. R., la municipalité, la province, le pays et le code postal
Omar Shaath	2487 Confederation Parkway Mississauga, Ontario L5B 1S1

These articles are signed in duplicate
Les présents statuts sont signés en double exemplaire

Full name(s) and signature(s) of incorporator(s). In the case of a corporation set out the name of the corporation and the name and office of the person signing on behalf of the corporation Nom(s) au complet et signature(s) du ou des fondateurs. Si le fondateur est une société, indiquer la dénomination sociale et le nom et le titre de la personne signant au nom de la société	
	Omar Shaath
Signature / signature	Name of incorporator (or corporation name & signatories name and office) Nom du fondateur (ou dénomination sociale et nom et titre du signataire)
Signature / signature	Name of incorporator (or corporation name & signatories name and office) Nom du fondateur (ou dénomination sociale et nom et titre du signataire)
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