

Worksheet

Standard Assignment

Post Occupancy

Suite: 1703 Tower: BLK9N Date: Jan 5/21 Completed by: Andrea Alsip Cotnam

Please mark if completed:

- ☒ Copy of Assignment Amendment \$3,500 +HST/legal fee included ✓
 - ☐ Assignment Agreement Signed by both Assignor and Assignee ✓
 - ☐ Certified Deposit Cheque for Top up Deposit to 25% payable to Aird and Berlis LLP in Trust; \$ add on FSOA ✓
 - ☐ Certified Deposit Cheque for Assignment fee \$ add on FSOA ✓ as per the Assignment Amendment payable to Amacon Development (City Centre) Corp. Courier to Dragana at Amacon Head office (Toronto).
 - ☒ Agreement must be in good standing. Funds in Trust: \$ \$61,780 (20%) ✓
 - ☒ Assignors Solicitors information ✓ Assignor Solicitor
Yin Zhang
phone: 647 878 5166, Fax 647 350 5166
 - ☒ Assignees Solicitors information ✓ yinzhanglaw@gmail.com
Address: 201 Consumers Road, suite 304, Toronto ON M2J 4G8
 - ☐ Include Fintrac for Assignee – Occupation and Employer *Statutory declaration*
 - ☒ Copy of Assignees ID ✓
 - ☒ Copy of Assignees Mortgage Approval ✓
- Assignees solicitor
Lee and Ma LLP
165 Dundas St West, Suite 700
Mississauga, ON, L5B 2N6
Tel: 905-272-1600
Fax: 905-272-1611
ma@leeandma.com

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 Aird & Berlis LLP via email. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

Date Change Amendment Included - extended to
February 11, 2021

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

XIONG WANG and YUANQING SUN (the "Purchaser")

Suite 1703 Tower 9 North Unit 3 Level 16 (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 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 Three Thousand Five Hundred (\$3,500.00) 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.

Page 2 of 2

Suite No. 1703, Unit 3, Level 16, (the "Unit")

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
ASSIGNMENT**

BETWEEN:

AMACON DEVELOPMENT (CITY CENTRE) CORP.
(the "Vendor")

- and -

Xiong Wang and Yuanqing Sun
(the "Purchaser")

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 July 28, 2016 and accepted by the Vendor on July 28, 2016 (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

all references to final closing date of January 28, 2021.

Insert: TO THE AGREEMENT OF PURCHASE AND SALE1. All references to final closing date shall mean February 11, 2021.

2. ~~In consideration for the Vendor's agreement to extend the final closing date, the purchaser shall be required to pay a per diem rate of interest on the balance due on final closing of 11% per annum, for each day of extension commencing from January 28, 2021, payable to the Vendor by way of certified funds drawn on solicitor's trust account and delivered with closing funds.~~

3. The purchaser agrees to pay the Vendor's administration costs in the amount of \$1000.00 by way of certified funds drawn on solicitor's trust account and delivered with closing funds.

4. The purchaser agrees to pay the Vendor's legal fees in the amount of \$1,000.00 by way of certified funds drawn on solicitor's trust account delivered with closing funds and made payable to AIRD & BERLIS LLP.

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

DATED at Toronto this 16 day of Jan, 2021

IN WITNESS WHEREOF the parties have executed this Amendment.

SIGNED, SEALED AND DELIVERED
In the presence of

Witness

Yin Zhang

Purchaser

Purchaser

DATED at Toronto this 16 day of Jan, 2021

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Name:

Authorized Signing Officer

I have authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 11th day of January 2021.

A M O N G:

Xiong Wang and Yuangling Sun

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Junhong Shi

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) CORP.

(hereinafter called the "Vendor")

OF THE THIRD PART.

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 28th day of July, 2016 and accepted the 28th day of July, 2016 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 3, Level 16, Suite 1703, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4085 Parkside Village Dr., 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 Addendum, 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 Assignment 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 written assignment, he/she will remain liable for the performance of all of the obligations of the Parties 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 this written 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 his/her's trust account to Aird & Berli, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Five Hundred Dollars (\$500.00) plus HST.
12. The Assignor and Assignee agree to provide and/or discuss 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 Assignor's financial ability to complete the transaction contemplated by the Agreement, Assignor'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 come to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted Assignees, to the extent only 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 21st day of January, 2021.

<p>_____ Witness</p> <p>_____ Witness</p> <p>_____ Witness Charlie MA</p>	<p>_____ Hong Wang (Assignor)</p> <p>_____ Yanling Gao (Assignor)</p> <p>_____ Jianhong Shi (Assignor)</p>
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Witnessed before me, by video conference, on the 21st

day of January, 2021, with the witness being in the City

of Mississauga, and the Assignee being at the Town of AMACON DEVELOPMENT (CITY CENTRE) CORP.

Oakville, in the Province of Ontario during the video conference.

For:
Name: _____
Title: Authorized Signing Officer
I have authority to bind the Corporation.

Schedule "A"

Details of Assignee

ASSIGNEE	NAME:	<u>Junhong Shi</u>	
	DATE OF BIRTH	<u>1979/11/09</u>	<u>570 859 132</u>
		YYYYMMDD	SIN #
	ADDRESS:	<u>3169 Larry Cres, Oakville, ON L6M 0T1</u>	
	PHONE:	Tel: <u>647 878-2578</u>	
		Cell: _____	
		Facsimile: _____	
	E-mail:	<u>shijunhong@gmail.com</u>	
ASSIGNEE	NAME:	_____	
	DATE OF BIRTH	_____	_____
		YYYYMMDD	SIN #
	ADDRESS:	_____	
	PHONE:	Tel: _____	
		Cell: _____	
		Facsimile: _____	
	E-mail:	_____	
ASSIGNEE'S SOLICITOR:	NAME:	Lee and Ma LLP	
	ADDRESS:	<u>165 Dundas St West, Suite 700, Mississauga, ON L5B 2N6</u>	
	PHONE:	Bus: <u>905 272 1600</u>	
		Facsimile: <u>905 272 1611</u>	
	E-mail:	<u>ma@leeandma.com</u>	

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: **Junhong Shi**
DATE OF BIRTH: **1979/11/09** **570 859 132**
YYYYMMDD SIN #
ADDRESS: **3169 Larry Cres. Oakville, ON L6M 0T1**
PHONE: Tel: **647 878-2578**
Cell: _____
Facsimile: _____
E-mail: **shijunhong@gmail.com**

ASSIGNEE

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

ASSIGNEE'S
SOLICITOR:

NAME: **Lee and Ma LLP**
ADDRESS: **165 Dundas St West, Suite 700, Mississauga, ON L5B 2N6**
PHONE: Bus: **905 272 1600**
Facsimile: **905 272 1611**
E-mail: **ma@leeandma.com**

PROVINCE OF ONTARIO

IN THE MATTER OF title to:

Dwelling Unit 3, Level 16, Parking Unit 1, Level B, Storage
Unit 118, Level 3, Peel Standard Condominium Plan No. 1089,
City of Mississauga
#1703 - 4085 Parkside Village Drive, Mississauga, Ontario
L5B 0K9

TO WIT

AND IN THE MATTER OF the assignment thereof from:
SHI, Junhong

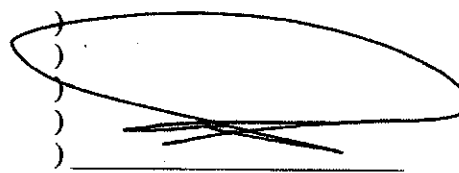
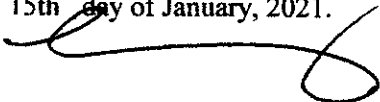
I, Charlie MA, of the City of Mississauga, in the Province of Ontario,

Solemnly Declare, that

1. That I am the the solicitor for SHI, Junhong, the Purchaser/ Assignee of the land entered as Dwelling Unit 3, Level 16, Parking Unit 1, Level B, Storage Unit 118, Level 3, Peel Standard Condominium Plan No. 1089, City of Mississauga. I witnessed SHI, Junhong signing remotely before me and I verified his signature and examined his Driver's Licence through video and obtained a high-resolution digital image of the front and back of his Driver's Licence.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me
At the City of Mississauga
In the Province of Ontario
This 15th day of January, 2021.


) Charlie MA

A Commissioner, etc.

Young Dong Lee
Barrister, Solicitor, and Notary
165 Dundas Street West, Suite 700
Mississauga, Ontario, L5B 2N6
Tel: 905-272-4339 Fax: 905-272-4330

Province of Ontario

IN THE MATTER OF assignment of:
1703-4085 Parkside Village Dr, Mississauga
From: Yuan Qing Sun and Xiong Wang
To: Junhong Shi

I, Yin Zhang, SOLEMNLY DECLARE that:

I am the solicitor for Yuan Qing Sun and Xiong Wang, the Assignor of the land entered as Dwelling Unit 3, Level 16, Parking Unit 1, Level B, Storage Unit 118, Level 3, Peel Standard Condominium Plan no. 1089, City of Mississauga. I witnessed Xiong Wang and Yuan Qing Sun signing remotely before me and I verified their signatures and examined their Driver's Licences through video and obtained legible copy of the front and back of their IDs.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me
at the City of Toronto
in the Province
of Ontario
this 6 day of January
2021.

A COMMISSIONER, ETC.

DONGHUA WU
A Commissioner for Taking Affidavits
in and for the Courts in Ontario while
being a licensed Barrister and Solicitor

}
}
}
}
}
}
}
}
Yin Zhang



Ontario

Driver's Licence
Permis de conduire

ON
CANADA

1,2 NAME/NOM

SHL

JUNHONG

3169 LARRY CRES

OAKVILLE, ON, L6M 0T1

4a NUMBER/
NUMÉRO

S3415 - 42207 - 91109

4a ISS/DEL

2020/01/15

4b EXP/EXP

2021/11/09

5 DD/RÉF

GP8470237

16 HGT/HAUT. 170 cm

15 SEX/SEXE

M

8 CLASS

G

DATE

S3415 - 42207 - 91109


1979/11/09

SHL JUNHONG

3 DOB/ODN

1979/11/09

PRELIMINARY MORTGAGE APPROVAL NOTICE

BMO  Bank of Montreal

BMO BANK OF MONTREAL
250 YONGE STREET - 9TH FLOOR
TORONTO
ONTARIO M5B 2M8

JUNHONG SHI

Date: 01/09/2021

3169 LARRY CRES
OAKVILLE, ONTARIO
L6M 0T1

Mortgage Loan No.: 3553

Application No.: 98201821506360

We are pleased to advise approval¹ of your request for a mortgage on the following property:

1703-4085 PARKSIDE VILLAGE DR. MISSISSAUGA ON L5B 0K9

Loan details are as follows:

Total Loan Amount:	\$ 332,000.00	Term of the Loan: 5 years
Default Insurance Premium:	\$ 0.00	Amortization period: 30 years
Instalment (principal and interest):	\$ 1,148.99	Kind of Term: ¹ Closed
Prime Interest Rate today: ²	2.450 % per year	Payment Frequency: every month
Your Premium/Discount: ³	-0.930 %	
Your Variable Interest Rate today: ⁴	1.520 % per year	

Date funds are to be advanced: 01/28/2021

Your estimated cost of borrowing expressed as an annual percentage rate (APR) is _____ %.

The calculation of the APR includes your interest cost and, if applicable, the following non-interest costs:

(i) an estimated appraisal and (ii) the cost of default insurance if required by us for a mortgage with a down payment of 20% or more.

This preliminary approval is subject to the Bank receiving:

- A satisfactory appraisal of the property;
- Verification of the information contained in your application;
- Confirmation of approval by the mortgage insurer, where applicable;
- Proof of property insurance by way of copy of the policy or certificate of insurance;
- _____
- _____
- _____
- _____
- _____

All mortgage loan approvals are subject to there being no material change in your financial status as disclosed in your application and there being no material changes to the property that negatively affect its value. Prior to closing, we will issue you "Our Commitment to Lend and Disclosure Statement" specifying the terms of your mortgage and all closing conditions.⁵

Thank you for your mortgage business.

Signature


Juan Li (Mortgage Specialist)
Relationship Manager/Financial Services Manager

416-999-3406
(877) 469-2020
Telephone No.

From: Jame Liu
To: Andrea Alsip
Subject: Re: Block nine unit 1703-4085 assignment
Date: January 10, 2021 5:13:53 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Thanks Andrea,
We like to make it easy. So please add the top up fee and legal fee to the final closing.
Thanks again
James

Sent from my iPhone

On Jan 10, 2021, at 3:31 PM, Andrea Alsip <aalsip@lifeatparkside.com> wrote:

James,

We require the top up and the assignment fee

Assignment feel \$3,500 +HST payable to **Amacon Development (City Centre)Corp.**

*note: legal fee is included in this fee

Top up Fee is \$15,445 payable to **Aird&Berlis LLP in Trust**

You can either send these two cheques directly to the builder lawyer by courier or you can have the lawyer add it so that they are paid at final closing. Please let me know what you will be doing. Additionally, if you are submitting cheques they must be certified cheques.

I have drafted the assignment and will be sending it to your solicitor today to arrange a signing appointment with by the assignors and assignees

Thank you,

ANDREA ALSIP COTNAM

DIRECTOR, SALES

<image001.jpg>

465 BURNHAMTHORPE ROAD WEST

MISSISSAUGA, ON L5B 0E3

T. [905.273.9333](tel:905.273.9333) | F. [905.273.7772](tel:905.273.7772)

LIFEATPARKSIDE.COM

<image002.png>