

# Worksheet

## Standard Assignment

Suite: 3116 Tower: BLK9S Date: Jan 22/21 Completed by: Andrea

Please mark if completed:

- ☒ Original Closing Date February 1, 2021 ✓
- ☒ New Closing Date February 8, 2021 ✓
- ☒ Copy of Date Change Amendment
- ☒ Copy of Assignment Amendment ✓
- ☐ Assignment Agreement Signed by both Assignor and Assignee. ✓
- ☐ Assignment Fee \$ 2,500 (amendment to the assignment fee) ✓
  - ☐ Certified Cheque (Amacon City Centre Nine Development Partnership)
  - ☒ Final Statement of Adjustment
- ☒ Agreement must be in good standing. Funds in Trust: \$ 53,310 (15%) ✓
- ☒ Assignors Solicitors information ✓
- ☒ Assignees Solicitors information ✓
- ☒ Include Fintrac for Assignee – Occupation and Employer ✓
- ☒ Copy of Assignees ID ✓
- ☒ Copy of Assignees Mortgage Approval ✓
- ☐ \$1000 legal fee cheque to be paid to Aird & Berlis

**Note:**

Once all 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:

As per Builder, no top up, we will move it to Feb 8th with out 11% fee

Suite No. 3116, Unit 15, Level 30, (the "Unit")

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
ASSIGNMENT

BETWEEN:

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

- and -

Erick Merlin Matthiesen  
(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 November 30, 2016 and accepted by the Vendor on November 30, 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 February 1, 2021.

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

1. All references to final closing date shall mean February 8, 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 February 1, 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 Calgary this 27 day of Jan, 2021

IN WITNESS WHEREOF the parties have executed this Amendment.

SIGNED, SEALED AND DELIVERED  
in the presence of

Witness

Purchaser

DATED at Toronto this 28 day of January, 2021

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Name: \_\_\_\_\_  
Authorized Signing Officer  
I have authority to bind the Corporation

Lynn McDonald  
A Commissioner for Oaths  
In and for the  
Province of Alberta  
My appointment expires June 3, 2023

**BLOCK NINE**

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

**ASSIGNMENT**

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

**ERICK MERLIN MATTHIESEN** (the "Purchaser")

Suite **3116** Tower **9 South** Unit **15** 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 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 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.



**Parkside Village - Block 9 - South**  
**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

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

**ERICK MERLIN MATTHIESEN** (the "Purchaser")

Suite **3116** Tower **9** South Unit **15** Level **30** (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**

The Purchaser and Vendor agree that the firm and binding date of the Agreement of Purchase and Sale will be extended to Tuesday December 13, 2016 at 11:59 pm

Dated at Mississauga, Ontario this 10 day of December 2016.

**SIGNED, SEALED AND DELIVERED**

In the Presence of:

  
Witness



Purchaser - ERICK MERLIN MATTHIESEN

Accepted at Mississauga this 10 day of December 2016.

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

Per:  c/s

Authorized Signing Officer  
I have the authority to bind the Corporation.

BLOCK  
**NINE**

SUITE 3116 UNIT 15 LEVEL 30

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 22nd day of January 2021.

AMONG:

Erick Merlin Matthiesen

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

7101597 CANADA LIMITED

(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 30 day of November 2016 and accepted the 30 day of November 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 15, Level 30, Suite 3116, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4055 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

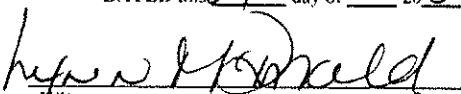


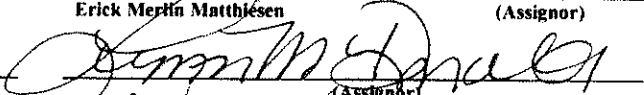
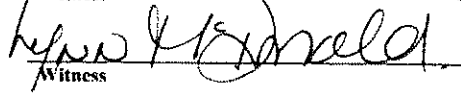


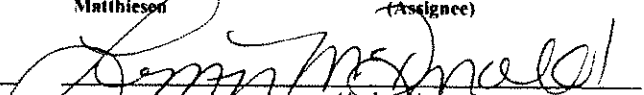


**Assignor or Assignee in the collection or remittance of HST on the assignment transaction as between Assignor and Assignee or with any application for HST Rebate or equivalent.**

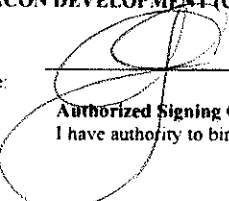
- 5. Subject to the terms of the Assignment Amendment, the Assignee covenants and agrees with the Assignor and the Vendor not to list or advertise for sale or lease and/or sell or lease the Unit and is strictly prohibited from further assigning the Assignee's interest under the Agreement or this Assignment to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.
- 6. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and the Assignor shall have no claim whatsoever against the Vendor with respect to same.
- 7. The Assignor hereby represents to the Assignee and the Vendor that he/she has full right, power and authority to assign the Agreement to the Assignee.
- 8. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor.
- 9. The Vendor hereby consents to the assignment of the Agreement by the Assignor to the Assignee. This consent shall apply to the within assignment only, is personal to the Assignor, and the consent of the Vendor shall be required for any other or subsequent assignment in accordance with the provisions of this Agreement.
- 10. The Assignee hereby covenants, acknowledges and confirms that he/she has received a fully executed copy of the Agreement and the Disclosure Statement with all accompanying documentation and material, including any amendments thereto.
- 11. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Aird & Berlis, 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 execute such further and other documentation as may be required by the Vendor in connection with this assignment, including, but not limited to, satisfaction of Vendor's requirements to evidence the Assignee's financial ability to complete the transaction contemplated by the Agreement, Assignee's full contact information and Assignee's solicitor's contact information.
- 13. Details of the identity of the Assignee and the solicitors for the Assignee are set forth in Schedule "A" and in the Vendor's form of Information sheet. Notice to the Assignee or to the Assignee's solicitor, shall be deemed to also be notice to the Assignor and the Assignor's solicitors.
- 14. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
- 15. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns, as the case may be. If more than one Assignee is named in this Assignment Agreement, the obligations of the Assignee shall be joint and several.
- 16. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein

IN WITNESS WHEREOF the parties have executed this Assignment Agreement

DATED this 27 day of Jan 20 21

 Witness	 Erick Merlin Matthieson (Assignor)
 Witness	 (Assignor)
 Witness	 7101597 CANADA LIMITED shareholder Erick Merlin Matthieson (Assignee)
 Witness	 (Assignee)

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:   
Name: \_\_\_\_\_  
Title: Authorized Signing Officer  
I have authority to bind the Corporation

**Schedule "A"**

**Details of Assignee**

ASSIGNEE

NAME: **7101597 CANADA LIMITED**  
DATE OF BIRTH: **2009/01/04** **Business Number (BN)**  
**826210023RC0001**  
YYYYMMDD SIN #  
ADDRESS: **10201 Lake Ridge Road Pickering ON L9L 1V7**  
PHONE: Tel: **647-226-6254**  
Cell: **647-226-6254**  
Facsimile:  
E-mail: **E.matthiesen@gmail.com**

ASSIGNEE

NAME: **Erick Matthiesen**  
DATE OF BIRTH: **19780927** **507374759**  
YYYYMMDD SIN #  
ADDRESS: **116 Grandview Grove, Calgary AB**  
PHONE: Tel: **647-226-6254** **T32 0A7**  
Cell: **647-226-6254**  
Facsimile:  
E-mail:

ASSIGNEE'S  
SOLICITOR:

NAME: **Robert D Ellwood**  
**Barrister and Solicitor**  
ADDRESS: **2765 Lakeshore Blvd West**  
**Unit 203**  
**Toronto, Ontario**  
**M8V 1H2**  
PHONE: Bus: **416 252 1128**  
Facsimile: **416 259 1992**  
E-mail: **robertellwood@on.abn.com**

**Parkside Village - Block 9 - South**  
**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

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

**ERICK MERLIN MATTHIESEN** (the "Purchaser")

Suite **3116** Tower **9** South Unit **15** Level **30** (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**

Reference to Assignment Amendment dated November 30, 2016 and executed by the Vendor on November 30, 2016  
Paragraph 22

(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.

**INSERT: TO THE AGREEMENT OF PURCHASE AND SALE**

Reference to Assignment Amendment  
Paragraph 22

(v) pays the sum Two Thousand Five Hundred (\$2,500.00) 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.

Dated at Mississauga, Ontario this 10 day of December 2016.

**SIGNED, SEALED AND DELIVERED**

In the Presence of:

Witness

  
Purchaser - ERICK MERLIN MATTHIESEN

Accepted at Mississauga this 10 day of December 2016.

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

Per:  c/s

Authorized Signing Officer  
I have the authority to bind the Corporation.



## STATUTORY DECLARATION

CANADA ) IN THE MATTER OF  
PROVINCE OF ) Assignment Agreement/of Purchase and Sale Contract :  
ALBERTA )  
          ) **ERICK MERLIN MATTHIESEN** - (the "Assignor")  
          ) **7101597 CANADA LIMITED** – (the "Assignee")  
          ) And  
          ) **AMACON DEVELOPMENT (City Centre) Corp** (the "Vendor")  
              Suite 3116 4055 Parkside Village Drive, Mississauga, ON  
              (the "Property")

TO WIT:

I, Lynn McDonald, of the City of Calgary, Province of Alberta,

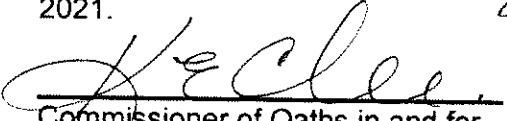
### DO SOLEMNLY DECLARE THAT

1. I have authenticated the identity and signature of Erick Merlin Matthiesen.
2. I verified through Alberta Corporate Registry, that Erick Merlin Matthiesen is the sole shareholder of 7105197 Canada Limited.
3. I confirm that Erick Merlin Mattiesen in his capacity as President of 7105197 Canada Limited has the right to bind the Corporation, sign the Assignment Agreement.

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

DECLARED before me at the City )  
of Calgary in the Province of )  
Alberta this 27 day of January, )  
2021. )

  
Lynn McDonald

  
Commissioner of Oaths in and for  
the Province of Alberta

KATHRYN E. CLICHE  
Commissioner for Oaths  
in and for the Province of Alberta  
My Commission Expires March 23, 2021

**ERICK MATTHIESEN – 100% SHARES. DL ATTACHED.**

- Mortgage approval

**WAITING FOR LETTER FROM LENDER. WILL SEND SOMETIME THIS WEEK.**

- Solicitors full information

**Robert D Ellwood  
Barrister and Solicitor  
2765 Lakeshore Blvd West  
Unit 203  
Toronto, Ontario  
M8V 1H2  
T:416 252 1128  
F:416 259 1992**

- Your solicitor will need to fill out a fintrac form for the share holders and the corporation. See attached documents

**ATTACHED**

- Assignment fee payable to Amacon Development (city center) Corp. by certified cheque – courier directly to Aird & Berlis

**\$1500 for assignment will be sent this week as per amendment.**

- Legal Fee payable to Aird&Berlis LLP

**\$500 for fees will be sent this week.**

- Top up deposit to 25% of the purchase price payable to Aird&Berlis LLP in Trust

**Waiting for response from your lawyers on guidance here since you will receive 100% on the date of assignment/closing.**

Thank you,

**ANDREA ALSIP COTNAM**

DIRECTOR, SALES

<image001.jpg>

465 BURNHAMTHORPE ROAD WEST

MISSISSAUGA, ON L5B 0E3

T. 905.273.9333 | F. 905.273.7772

[LIFEATPARKSIDE.COM](http://LIFEATPARKSIDE.COM)

<image002.png>

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**From:** Erick Matthiesen <[ematthiesen@gmail.com](mailto:ematthiesen@gmail.com)>

**Sent:** January 14, 2021 4:55 PM

**To:** Andrea Alsip <[aalsip@lifeatparkside.com](mailto:aalsip@lifeatparkside.com)>

**Cc:** Jasmina Farkas <[jasmina@lifeatparkside.com](mailto:jasmina@lifeatparkside.com)> Robert Ellwood  
<[robertellwood@on.aibn.com](mailto:robertellwood@on.aibn.com)>

**Subject:** Re: South Block Nine Unit# 3116

Andrea,

I have received confirmation from lender that mortgage can be closed in corporation. I would like to proceed with an assignment to 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: 4055 Parkside Village Drive, Mississauga, Ontario, L5B 0K8

Sales Representative/Broker Name: Solicitor, Robert D Ellwood

Date Information Verified/Credit File Consulted: January 18, 2021

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

- 1. Full legal name of individual: Erick Merlin Matthiesen
- 2. Address: 11 Grandview Grove, Rocky View County, Alberta, Ontario, T3Z 0A7
- 3. Date of Birth: September 27, 1978
- 4. Nature of Principal Business or Occupation: Engineer

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: Alberta Drivers Licence
- 2. Document Identifier Number: 154699847
- 3. Issuing Jurisdiction: Alberta Country: Canada
- 4. Document Expiry Date: September 27, 2024

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). The individual does not need to be physically present.

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

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



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. Reasons why measures were unsuccessful (check one):

- Unrepresented individual did not provide information
- 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 or there is no 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: January 18, 2021

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: not applicable

2. Address:

3. Date of Birth (if applicable):

4. Nature of Principal Business or Occupation:

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

6. Relationship between third party and client:



## 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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3  
of 4

CREA MEMBER

## 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.

### E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.



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4  
of 4

CREA MEMBER

# Corporation/Entity Identification Information Record

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:

4055 Parkside Village Drive, Unit 3116, Mississauga, Ontario, L5B 0K8

Sales Representative/Broker Name: Solicitor, Robert D Elwood

Date: January 18, 2021

## A.1. Verification of Corporation

NOTE: Either section A.1 or A.2 must be completed for your corporate/entity clients or unrepresented entities that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented entity, complete section A.3 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 mandatary to verify the existence of an entity, see procedure described in CREA's materials on REALTOR Link®.

1. Name of Corporation: 7101597 Canada Limited

2. Corporate Address:

11 Grandview Grove, Rocky View County, Alberta, Ontario T3Z 0A7

3. Nature of Principal Business: Holding Company, Real Estate

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

Erick Matthiesen

## 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.

Articles of Incorporation

6. Registration number of corporation: 826210023RC0001

7. Attach a copy of corporate records 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)

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

not 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:



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1  
of 4

CREA INC. 2019

# Corporation/Entity Identification Information Record

## A.3 Unrepresented Entity Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the existence of an unrepresented entity.

1. Measures taken to Confirm Existence (check one):

- ☐ Asked unrepresented entity for information to confirm their existence
- ☐ Other, explain: .....
- Date on which above measures taken: .....

2. Reasons why measures were unsuccessful (check one):

- ☐ Unrepresented entity did not provide information
- ☐ 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, or there is no third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):

- ☐ Yes
- ☒ No

Measures taken (check one):

- ☒ Asked if client was acting on behalf of a third party
- ☐ Other, explain: .....
- Date on which above measures taken: .....

Reason why measures were unsuccessful (check one):

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

Indicate whether there are any other grounds to suspect a third party (check one):

- ☒ No
- ☐ Yes, explain: .....

### B.2 Third Party Record

Where there is a third party, complete this section.

- 1. Name of other entity: not applicable
- 2. Address: .....
- 3. Date of Birth (if applicable): .....
- 4. Nature of Principal Business or Occupation: .....
- 5. Incorporation number and place of issue (if applicable): .....
- 6. Relationship between third party and client: .....



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# Corporation/Entity 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 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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## Corporation/Entity 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:

☐ Land for Commercial Use

☐ Commercial property

☒ Other, please specify: ..... secondary residence

#### 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 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.

### E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.



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Industry Canada    Industrie Canada  
Canada Business    Loi canadienne sur les  
Corporations Act    sociétés par actions

ELECTRONIC TRANSACTION  
REPORT

RAPPORT DE LA TRANSACTION  
ÉLECTRONIQUE

ARTICLES OF  
INCORPORATION  
(SECTION 6)

STATUTS CONSTITUTIFS  
(ARTICLE 6)

Processing Type - Mode de Traitement:    E-Commerce / Commerce-É

1.

Name of Corporation - Dénomination de la société  
7101597 CANADA LIMITED

2.

The province or territory in Canada where the registered office is to be situated -  
La province ou le territoire au Canada où se situera le siège social  
ONTARIO

3.

The classes and any maximum number of shares that the corporation is authorized to issue -  
Catégories et le nombre maximal d'actions que la société est autorisée à émettre  
The annexed schedule is incorporated in this form.  
L'annexe ci-jointe fait partie intégrante de la présente formule.

4.

Restrictions, if any, on share transfers - Restrictions sur le transfert des actions, s'il y a lieu  
The annexed schedule is incorporated in this form.  
L'annexe ci-jointe fait partie intégrante de la présente formule.

5.

Number (or minimum and maximum number ) of directors - Nombre ( ou nombre minimal et maximal ) d'administrateurs  
  
Minimum: 1    Maximum: 5

6.

Restrictions, if any, on business the corporation may carry on -  
Limites imposées à l'activité commerciale de la société, s'il y a lieu  
The annexed schedule is incorporated in this form.  
L'annexe ci-jointe fait partie intégrante de la présente formule.

7.

Other provisions, if any - Autres dispositions, s'il y a lieu  
The annexed schedule is incorporated in this form.  
L'annexe ci-jointe fait partie intégrante de la présente formule.

8.

Incorporators - Fondateurs

Name(s) - Nom(s)	Address (including postal code) - Adresse (inclure le code postal)	Signature
ERICK MATTHIESEN	1503 JASMINE CRESENT OAKVILLE, ONTARIO CANADA L6H 3H2	ERICK MATTHIESEN
JOHN ASSELIN	21 CONQUERGOD STREET TIVERTON, ONTARIO CANADA M0G 2T0	JOHN ASSELIN



### **Item 3 - Shares / Rubrique 3 - Actions**

#### **TWO CLASSES OF SHARES:**

The corporation is authorized to issue Class A and Class B shares with the following rights, privileges, restrictions and conditions:

1. Class A shares, without nominal or par value, the holders of which are entitled:
  - a) to vote at all meetings of shareholders except meetings at which only holders of a specified class of shares are entitled to vote; and
  - b) to receive the remaining property of the corporation upon dissolution.
2. Class B shares, which shall carry the right:
  - a) to a dividend as fixed by the board of directors and
  - b) upon the liquidation or winding-up of the corporation, to repayment of the amount paid for such share (plus any declared and unpaid dividends) in priority to the Class A shares, but they shall not confer a right to any further participation in profits or assets.
3. The holders of Class B shares shall not be entitled to vote at all meetings of shareholders except as otherwise specifically provided in the Canada Business Corporations Act.

**Item 4 - Restrictions on Share Transfers / Rubrique 4 - Restrictions sur le transfert des actions**

**RESTRICTIONS ON SHARE TRANSFERS:**

The right to transfer shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares of the Corporation without the approval of:

a.the directors of the Corporation expressed by resolution passed by the votes cast by a majority of the directors of the Corporation at a meeting of the board of directors or signed by all of the directors of the Corporation; OR

b.the shareholders of the Corporation expressed by resolution passed by the votes cast by a majority of the shareholders who voted in respect of the resolution or signed by all shareholders entitled to vote on that resolution.

**Item 6 - Restrictions - Business / Rubrique 6 - Restrictions - activité commerciale**

None

**Item 7 - Other Provisions / Rubrique 7 - Autres dispositions**

None



ALBERTA DRIVER LICENSE

No. 154699-847 Class 5  
Cond/End Non o  
Exp 27 SEP 2024

MATTHIESEN  
Eric Mathieu  
11 Grandview Grove  
Rocky View County AB T3Z 0A7

DOB 27 SEP 1976  
Sex M Eyes Blu Hair Brn  
Ht 183 cm Wt 86 kg  
Exp 29 SEP 2018

0592-32413



0592-32413

102230900 9037130

Lynn McDonald  
A Commissioner for Oaths  
in and for the  
Province of Alberta  
My appointment expires June 3, 2023

*Lynn McDonald*





## **SMALL BUSINESS BANKING COMMITMENT LETTER**

January 21 2021

**7101597 CANADA LIMITED**

11 GRANDVIEW COVE  
CALGARY, Alberta, Canada  
T3Z 0A7

Attention: ERICK MATTHIESEN

Dear ERICK MATTHIESEN

The Toronto-Dominion Bank (the "Bank") is pleased to offer 7101597 CANADA LIMITED (the "Borrower") the following credit facilities (the "Facilities") subject to the terms and conditions outlined below and the terms and conditions reflected in the applicable Small Business Banking Credit Agreement (the "Credit Agreement"):

**Borrower:** 7101597 CANADA LIMITED

**Lender:** The Toronto-Dominion Bank

Confidential

Page 1 of 5

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