

Worksheet

Standard Assignment

Pre- Occupancy
FAMILY ASSIGNMENT

Suite: 3118 Tower: BK9N Date: Jan 10/21 Completed by: Andrea Alsip Cotnam

Please mark if completed:

- ☒ Copy of Assignment Amendment ✓
- ☐ 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: \$ 25% due at occupancy as per APS ✓
- ☐ Certified Deposit Cheque for Assignment fee \$ \$2,500+HST/\$565 LEGAL FEE as per the Assignment Amendment payable to Amacon Development (City Centre) Corp. Courier to Dragana at Amacon Head office (Toronto). F80A
- ☐ Agreement must be in good standing. Funds in Trust: \$ 57,435.00 ✓
- ☒ Assignors Solicitors information ✓ Di Mauro Law Professional Corporation
Sandra Di Bartolo (CC'd)
155 Rexdale Blvd., suite 400
Toronto, ON M9W 5Z8
- ☒ Assignees Solicitors information ✓ 416-649-4033
Sdebartolo@dimaurolaw.ca
- ☐ Include Fintrac for Assignee – Occupation and Employer ✓
- ☒ Copy of Assignees ID ✓
- ☒ Copy of Assignees Mortgage Approval ✓

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

Note:

Once all of the above is completed, email the full package immediately to Stephanie for execution of the Assignment agreement. Stephanie will execute and the Amacon admin team will forward immediately to Aird & Berlis LLP via email. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

Fees to be paid on FSOA

Date Change Amendment included - extended to
February 9th, 2021

Suite No. 311B, Unit 17, Level 30, (the "Unit")

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
ASSIGNMENT

BETWEEN:

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

- and -

Jorge Luis Palou Ferrero and Jorge Luis Palou Velasquez
(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 August 24th, 2016 and accepted by the Vendor on August 25th, 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 9, 2021.

Insert: TO THE AGREEMENT OF PURCHASE AND SALE

1. All references to final closing date shall mean February 9, 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 \$100 per annum, for each day of extension commencing from February 4, 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 AJRD & 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 21st 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 21st day of Jan, 2021

Purchaser

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Name:

Authorized Signing Officer

I have authority to bind the Corporation

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
JORGE LUIS PALOU FEBRERO (the "Purchaser")
Suite 3118 Tower 9 South Unit 17 Level 30 (the "Unit")

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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 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.

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
JORGE LUIS PALOU FEBRERO (the "Purchaser")
Suite 3118 Tower 9 South Unit 17 Level 30 (the "Unit")

- (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 18th day of September 2016.

[Signature]
Witness:

[Signature]
Purchaser: **JORGE LUIS PALOU FEBRERO**

DATED at MISSISSAUGA this 19 day of September 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

[Signature]
Authorized Signing Officer
I have the authority to bind the Corporation

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

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

JORGE LUIS PALOU FEBRERO (the "Purchaser")

Suite 3118 Tower 9 South Unit 17 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 undersigned, JORGE LUIS PALOU VELASQUEZ (collectively, the "Purchaser")

DATE OF BIRTH: December 6, 1995
DRIVER'S LICENCE: P0314-41009-51206
SIN No: 597644543
CURRENT ADDRESS: 1107-20 Tubman Av, Toronto, ON, Canada, M5A 0M8
TELEPHONE: 6476776012
EMAIL: jorgepalou123@gmail.com
OCCUPATION: Drafter/Mechanical Designer
EMPLOYER: Pratt and Whitney Canada (Belcan Contractor)

(Relationship to original purchaser: Son)

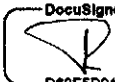
DocuSigned by: 1/8/2021
Signature:  0139FF145873488...

The purchaser agrees to pay the vendor's lawyer a legal fee of \$500+HST payable to Aird and Berlis LLP to re-open the file to allow for the changes to be made in this amendment.

Dated at Mississauga, Ontario this _____ day of 1/8/2021 2020.


SIGNED, SEALED AND DELIVERED
In the Presence of:

Witness _____

DocuSigned by:  D09E5D018AA9430...
Purchaser - JORGE LUIS PALOU FEBRERO

Accepted at Mississauga, Ontario this _____ day of 1/8/2021 2020.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

DocuSigned by: 
Per: _____ c/s
Authorized Signing Officer
I have the authority to bind the Corporation.



SUITE 1118 UNIT 17 LEVEL 30

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 11th day of January 2021.

AMONG:

Jorge Luis Palou Febrero and Jorge Luis Palou Velasquez

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Jorge Luis Palou Velasquez

(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 24th day of August, 2016 and accepted the 25th day of August, 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 17, Level 30, Suite 1118, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4035 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.

3. Subject to the terms of the Assignment Agreement, 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 Assignor 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 therein.
11. The Assignee shall pay by certified cheque drawn on solicitor's trust account to And & Berks, LLP upon execution of the 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 Assignor'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 solicitor.
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 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 14 day of 01 2020

Witness

Jorge Luis Pulido Velazquez

(Assignor)

Witness

Jorge Luis Pulido Velazquez

(Assignor)

Witness

Jorge Luis Pulido Velazquez

(Assignor)

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:	<u>Jorge Luis Palou Velasquez</u>	
	DATE OF BIRTH	<u>1995/12/06</u>	<u>597644543</u>
		YYYYMMDD	SIN #
	ADDRESS:	<u>1107-20 Tubman Av, Toronto, ON, Canada, M5A 0M8</u>	
	PHONE:	Tel: <u>6476776012</u>	
		Cell: _____	
ASSIGNEE		Facsimile: _____	
	E-mail:	<u>jorgcpalou123@gmail.com</u>	
	NAME:	_____	
	DATE OF BIRTH	_____	_____
		YYYYMMDD	SIN #
	ADDRESS:	_____	
ASSIGNEE'S SOLICITOR:	PHONE:	Tel: _____	
		Cell: _____	
		Facsimile: _____	
	E-mail:	_____	
	NAME:	<u>Di Mauro Law Professional Corporation, Sandra Di Bartolo</u>	
	ADDRESS:	<u>155 Rexdale Blvd., suite 400, Toronto, ON M9W 5Z8</u>	
ASSIGNEE'S SOLICITOR:	PHONE:	Bus: <u>416-649-4033</u>	
		Facsimile: _____	
	E-mail:	<u>Sdebartolo@dimaurolaw.ca</u>	

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

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

Lot/Suite #: **3118** Phase/Tower: **9 South** Plan No.:

Street: **4055-4085 Parkside Village Drive in the City of Mississauga**

Date of Offer: **August 24, 2016**

Sales Representative: **In2ition Realty**

Verification of Individual

1. Full Legal Name of Individual: **JORGE LUIS PALOU FEBRERO**
2. Address: **208 AVE AMERICO VESPUCCIO,
LECHERIA, Postal Code: 6016,**
3. Date of Birth: **February 06, 1969**
4. Principal Business or Occupation: Business owner
5. Identification Document (must see original): España Passport
6. Document Identification Number: Passport No.: XDA392211
7. Issuing Jurisdiction: España
8. Document Expiry Date (must not be expired): 06/04/2021

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing, permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (If applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: _____
5. Incorporation number and place of issue (corporations/other entities only) _____
6. Relationship between third party and client: _____

INDIVIDUAL IDENTIFICATION INFORMATION RECORD

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/purchaser or seller/vendor) . 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, special process and caution needs to be used.

1. Full Legal Name of Individual:JORGE LUIS PALOU VELASQUEZ
2. Address:20 TUBMAN AVEApt 1107,
TORONTO, ONTARIO, M5A 0M8
3. Date of Birth:December 06, 1995
4. Principal Business or Occupation:Pratt and Whitney Canada (Belcan Contractor)/Drafter/Mechanical Designer

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 (must see original):Drivers License
2. Document Identification Number:P0314-41009-51206
3. Issuing Jurisdiction:ONTARIO
4. Document Expiry Date (must not be expired):

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**:

** 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 identit

Other, explain: _____

Date on which above measures taken: _____

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

Unrepresented individual did not provide informatio

Other, explain: _____

B. Verification of Third Parties (if applicable)

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):

Ye

N

Measures taken (check one):

Asked if client was acting on behalf of a third part

Other, explain: _____

Date on which above measures taken: _____

Reason why measures were unsuccessful (check one):

Client did not provide informatio

Other, explain

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

N

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: _____

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 below

High Risk

- ☐ Foreign Citizen/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.

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.

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
JORGE LUIS PALDU FEBRERO (the "Purchaser")
Suite 3118 Tower 9 South Unit 17 Level 36 (the "Unit")

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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 like shall continue to be of the essence:

Delete: FROM THE AGREEMENT OF PURCHASE AND SALE



22. The Purchaser covenants not to let 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 let 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 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.

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
JORGE LUIS PALOU FEBRERO (the "Purchaser")
Suite 3118 Tower 9 South Unit 17 Level 30 (the "Unit")

- (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 18th day of September 2018.

Witness: 

Purchaser, JORGE LUIS PALOU FEBRERO 

DATED at Mississauga this 19 day of September 2018.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 
Authorized Signatory
I have the authority to bind the Corporation

BLOCK NINE
SCHEDULE "D"
ACKNOWLEDGEMENT OF RECEIPT

Suite **3118** Tower **9 South** Unit **17** Level **30** (the "Unit")

THE UNDERSIGNED, **JORGE LUIS PALOU FEBRERO** being the Purchaser(s) of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following documents on the date noted below:

1. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.
2. A Disclosure Statement dated April 1, 2015, and accompanying documents in accordance with Section 72 of the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

DATED at Mississauga, Ontario this 28 day of August 2016.

Witness: _____

Purchaser: **JORGE LUIS PALOU FEBRERO**

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
JORGE LUIS PALOU FEBRERO (the "Purchaser")

Suite 3118 Tower 9 South Unit 17 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 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:

Insert:

Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non-refundable.

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 18 day of September 2016.

Witness:

Purchaser: **JORGE LUIS PALOU FEBRERO**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 19 day of September 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

SUITE FINISHING CHANGE ORDER

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

JORGE LUIS PALOU FEBRERO (the "Purchaser")

Suite 3118 Tower 9 South Unit 17 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 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:

Insert:

1. The Vendor's acceptance hereof hereby constitutes the Vendor's agreement to complete the change(s), as requested by the Purchaser and set out in below (the "Change Order") subject to the following terms and conditions:
 - a. The Purchaser acknowledges the cost(s) of the Change Order cannot be determined by the Vendor prior to acceptance hereof, and the Vendor shall advise the Purchaser in writing the cost of the Change Order within fifteen (15) days of the date hereof;
 - b. The Purchaser shall pay to the Vendor the cost of the Change Order within five (5) business days' Notice from being so notified. Failure to pay for the Change Order within the time frame specified results in automatic cancellation of the Change Order and the Vendor shall be entitled to complete the Unit to the original specifications as set out in Schedule B to the Agreement;
 - c. All other reasonable costs, such as, but not limited to, consultant fees incurred by the Vendor for consultant's review, for the purpose of incorporating the Purchaser's change(s) shall be payable by the Purchaser and included in the Change Order; and
2. The change(s) requested by the Purchaser are/is as follows:
 - a. The Vendor agrees to supply and install Blinds throughout as per Vendor's samples at no additional cost.
 - b. The Vendor agrees to supply and install Stainless Steel Kitchen Appliances consisting of Fridge, Range, Dishwasher and Microwave Hood Fan Combination as per Vendors samples at no additional cost.
 - c. The Vendor agrees to supply and install Ductless Front Loading stacked Washer and Dryer as per Vendors samples at no additional cost.
3.
 - a. In the event that the purchase and sale transaction is not completed for any reason all moneys paid for the Change Order are forfeited to the Vendor as a genuine pre-estimate of liquidated damages.
 - b. If any of the Change Order items remain incomplete in whole or in part as at the Occupancy Date, the Vendor shall be entitled to provide an undertaking to complete same within a reasonable period of time, which the Purchaser shall accept without any holdback; or, the Vendor may, at its sole option, elect not to complete same and provide a credit on Closing to the Purchaser for the value of such incomplete items which credit shall be accepted by the Purchaser as full and final settlement of any claim the Purchaser may have with respect to such incomplete item.
4. The Purchaser acknowledges that construction and/or installation of any specified items in the Change Order may result in delays in the completion of construction of the Unit due to availability of services, materials and/or supplies. In such event, the Purchaser covenants and agrees to complete the Agreement notwithstanding such delays or incomplete items and shall not make any claim to the Vendor or to Tarion in connection with same.

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 24 day of August 2016.

Witness: _____

Purchaser: JORGE LUIS PALOU FEBRERO

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 25 day of August 2016.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _____

Authorized Signing Officer
I have the authority to bind the Corporation

2115

REPÚBLICA BOLIVARIANA DE VENEZUELA
C.E.R.U.L.A. DE IDENTIDAD
V 8.343.805 MF027
Apellidos: PALOU FEBRERO
Nombre: JORGE LUIS
Hugo Cabezas
Director
08-02-89 SOLTERO
21-05-09 95-2015
VENEZOLANO

República Bolivariana de Venezuela
Ministerio del Poder Popular para Relaciones Interiores y Justicia
Instituto Nacional de Transporte Terrestre
Licencia para Conducir
C.I.: V 8.343.805
Apellidos: PALOU FEBRERO
Nombre: JORGE LUIS
F. Nacimiento: 08/02/1989
Sexo: Masculino
Limitaciones:
F. Expiración: 16/10/2012
F. Vencimiento: 08/02/2022
Tipo: TERCERO



Driver's License - Patente di Guida
Permis de Conduire - Führerschein

Tif Emergencia 00

Inf. Médica: NS
Alérgica: NS

Grupo Sanguíneo: NS
Factor RH: NS

¡IMPORTANTE! Esta Licencia autoriza a su portador para conducir la clase de vehículo en ella determinada, pero si sobreviene algún impedimento que incapacite física, mental o legalmente al titular o cuando el mismo conduzca en condiciones que pongan en peligro la seguridad del tránsito u ocasionen daños a personas, podrá ser anulada, revocada o suspendida.



21427138169

LA SOLICITUD DE RENOVACIÓN DE ESTA LICENCIA
DEBERÁ SER EFECTUADA 60 DÍAS ANTES DE SU VENCIMIENTO



AUG 24 2016

AUG 24 2016

Byrke

Schedule "A"

Details of Assignee

ASSIGNEE NAME: **Jorge Luis Palou Velasquez**
DATE OF 1995/12/06 597644543
BIRTH YYYMMDD SIN #
ADDRESS: **1107-20 Tubman Av, Toronto, ON, Canada, M5A 0M8**

PHONE: Tel: **6476776012**
 Cell: _____
 Facsimile: _____
E-mail: **jorgepalou123@gmail.com**

ASSIGNEE NAME: _____

DATE OF _____
BIRTH YYYMMDD SIN #
ADDRESS: _____

PHONE: Tel: _____
 Cell: _____
 Facsimile: _____
E-mail: _____

ASSIGNEE'S NAME: **Di Mauro Law Professional Corporation, Sandra**
SOLICITOR: **Di Bartolo**
ADDRESS: **155 Rexdale Blvd., suite 400, Toronto, ON M9W 5Z8**

PHONE: Bus: **416-649-4033**
 Facsimile: _____
E-mail: **Sdebartolo@dimaurolaw.ca**

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 11th day of January 2021.

AMONG:

Jorge Luis Palou Febrero and Jorge Luis Palou Velasquez

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Jorge Luis Palou Velasquez

(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 24th day of August, 2016 and accepted the 25th day of August, 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 17, Level 30, Suite 3118, 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 _____ day of _____ 20_____.

Witness	Jorge Luis Palou Febrero	(Assignor)
Witness	Jorge Luis Palou Velasquez	(Assignor)
Witness	Jorge Luis Palou Velasquez	(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: **Jorge Luis Palou Velasquez**
DATE OF BIRTH: 1995/12/06 597644543
YYYYMMDD SIN #
ADDRESS: **1107-20 Tubman Av, Toronto, ON, Canada, M5A 0M8**
PHONE: Tel: **6476776012**
Cell: _____
Facsimile: _____
E-mail: **jorgepalou123@gmail.com**

ASSIGNEE

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

ASSIGNEE'S
SOLICITOR:

NAME: **Di Mauro Law Professional Corporation, Sandra
Di Bartolo**
ADDRESS: **155 Rexdale Blvd., suite 400, Toronto, ON M9W 5Z8**
PHONE: Bus: **416-649-4033**
Facsimile: _____
E-mail: **Sdebartolo@dimaurolaw.ca**



Ontario

Driver's Licence
Permis de conduire

ON
CANADA

1,2 NAME/NOM

PALOU VELASQUEZ,

JORGE LUIS

8 20 TUBMAN AVE AP4107

TORONTO, ON, M5A 0M8

4d NUMBER/
NUMERO

P0314 - 41009 - 51206

4a ISS/DEL

2020/10/27

4b EXP/EXP.

2021/08/05

5 DO/REF.

GV2912704

16 HGT/HAUT. 175 cm

15 SEX/SEXE

M

9 CLASS/
CATEG.

G

P0314 41009 51206

12 REST./
COND.

X

74

3 DOB/DEN

1995/12/06

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 11th day of January 2021.

AMONG:

Jorge Luis Palou Febrero and Jorge Luis Palou Velasquez

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Jorge Luis Palou Velasquez

(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 24th day of August, 2016 and accepted the 25th day of August, 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 17, Level 30, Suite 3118, 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.

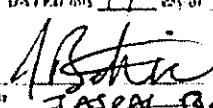
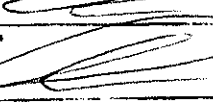
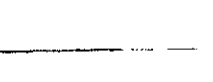
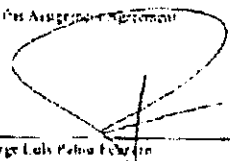
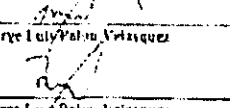

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the Assignee to the Assignor and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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.

1. Subject to the terms of the Assignment Agreement, the Assignee covenants and agrees with the Assignor and the Vendor not to sell or otherwise dispose of the right to sell or lease the Unit and is strictly prohibited from further assigning the Assignment Agreement under the Assignment or the Assignment to any subsequent party within the period or time period of the Assignment Agreement.
2. In the event the Vendor is required to complete the Vendor's assignment, the Vendor is required to complete the Vendor's assignment in accordance with the terms of the Assignment Agreement and the Vendor is required to complete the Vendor's assignment in accordance with the terms of the Assignment Agreement and the Vendor is required to complete the Vendor's assignment in accordance with the terms of the Assignment Agreement.
3. The Assignee hereby covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
4. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
5. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
6. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
7. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
8. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
9. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
10. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
11. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
12. The Assignee covenants and agrees with the Vendor that it shall have full right, power and authority to assign the Assignment to the Assignee.
13. Details of the identity of the Assignee and the assignor 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 assignor shall be deemed to also be notice to the Assignee and the Assignee's assignor.
14. Any capitalized terms hereunder shall have the same meaning attributed to them in the Assignment Agreement unless they are defined in the Assignment Agreement.
15. This Assignment Agreement shall be deemed to be made by and for the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns. In the case of the Assignee, it shall be deemed to be made by and for the Assignee and its assignor.
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 14 day of 01/01/20

<p>Witness</p> <p></p> <p>Witness</p> <p></p> <p>Witness</p> <p></p>	<p></p> <p>Jorge Luis Palom Velazquez (Assignor)</p> <p></p> <p>Jorge Luis Palom Velazquez (Assignor)</p> <p></p> <p>Jorge Luis Palom Velazquez (Assignor)</p>
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AMACON DEVELOPMENT (CITY CENTRE) CORP

Per: _____
 Name: _____
 Title: Authorized Signing Officer
 Have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE	NAME:	<u>Jorge Luis Palou Velasquez</u>	
	DATE OF BIRTH	<u>1995/12/06</u>	<u>597644543</u>
		<u>YYYYMMDD</u>	<u>SIN #</u>
	ADDRESS:	<u>1107-20 Tishman Av. Toronto, ON, Canada, M5A 0N8</u>	
	PHONE:	Tel: <u>6476776012</u>	
		Cell: _____	
		Facsimile: _____	
	E-mail:	<u>jorcenalou123@gmail.com</u>	
ASSIGNEE	NAME:	_____	
	DATE OF BIRTH	_____	_____
		<u>YYYYMMDD</u>	<u>SIN #</u>
	ADDRESS:	_____	
	PHONE:	Tel: _____	
		Cell: _____	
		Facsimile: _____	
	E-mail:	_____	
ASSIGNEE'S SOLICITOR:	NAME:	<u>Di Mauro Law Professional Corporation, Sandra Di Bartolo</u>	
	ADDRESS:	<u>155 Ryndale Blvd., suite 400, Toronto, ON M9W 5Z9</u>	
	PHONE:	Bus: <u>416-649-4033</u>	
		Facsimile: _____	
	E-mail:	<u>Sdebartolo@di Maurolaw.ca</u>	



RBC Royal Bank

December 17, 2020

JORGE PALOU VELASQUEZ
UNIT 1107 - 20 TUBMAN AVE
TORONTO, ON M5A 0M8

Royal Bank of Canada

MISS ON-33 CITY CENTRE DRIVE
33 CITY CENTRE DR
MISSISSAUGA, ON L5B 2N5
Tel: 1-905-599-8201
Fax: 1-905-897-1463

Dear JORGE PALOU VELASQUEZ,

Re: Mortgage application number: 101912959 - 631344556

Congratulations and thank you for choosing us for your mortgage needs. I'm pleased to confirm that you've been approved for a mortgage as per the details and conditions we've discussed.

Property: UNIT 4055 4085 PARKSIDE VILLAGE DR
MISSISSAUGA, ON L5B 0K9

Mortgage details:

Mortgage amount:	\$ 306,320.00, inclusive of mortgage default insurance, if applicable
Amortization period:	30.00 years
Interest rate:	1.9700000 % per year, calculated semi-annually, not in advance
Discount:	2.8200000 % applied to posted rate (included above)
Term:	60 months
Type:	Fixed Closed
Principal & Interest:	\$ 1,126.41
Property Taxes:	\$ 0.00 (Estimated)
HomeProtector [®] Premium [*] :	\$ 0.00
Total Payment:	\$ 1,126.41
Payment frequency:	Monthly
Interest adjustment date:	April 02, 2021
First payment due date:	May 02, 2021
Advance date:	April 02, 2021
Rate commitment expiry date:	April 15, 2021

Details of Rate Guarantee:

Your interest rate is guaranteed for **the term selected** until either the advance date or the rate commitment expiry date — whichever is earlier.

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If your mortgage advances after the rate commitment expiry date, the interest rate will be increased by 0.10 % for any partial or full month after the expiry date — to a maximum of three months (maximum of 0.30 %). If the delay is more than three months, the rate commitment will fully expire and you will need to contact us for a new interest rate. Please notify me immediately if there are any changes to your mortgage needs.

I'm always available with advice or assistance on home financing products — anytime, anywhere. Please call me at 1-905-599-8201 with any questions. I'll be happy to help.

Congratulations again on your new home!

Yours truly,

Brandon Cordua
Mortgage Specialist
Telephone: 1-905-599-8201
E-mail: brandon.cordua@rbc.com

Enc.

P. S. If you have any friends or relatives who are purchasing a home or renewing a mortgage, I'd be happy to help them any way I can.

