

# Worksheet

## Standard Assignment

Suite: 530 Tower: BLK9N Date: Jan 25/2021 Completed by: Andrea

Please mark if completed:

- ☐ Original Closing Date January 26 2021 ✓
- ☐ New Closing Date February 10, 2021 ✓
- ☐ Copy of Date Change Amendment ✓
- ☒ Copy of Assignment Amendment ✓
- ☐ Assignment Agreement Signed by both Assignor and Assignee.
- ☐ Assignment Fee \$ \$500.00+HST ✓
  - ☐ Certified Cheque (Amacon City Centre Nine Development Partnership)
  - ☒ Final Statement of Adjustment
- ☒ Agreement must be in good standing. Funds in Trust: \$ 69,960 ✓
- ☒ 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 ✓

Assignee Solicitor:  
Kamaideep Dhaliwal  
Legal Assistant  
Barrister and Solicitor  
81 Zenway Blvd  
Unit 15, 2nd floor  
Vaughan, Ontario  
L4H 0S5  
T. 905 265 0005  
F. 905 265 1114  
D. 647 284 4529  
Kd.hclaw@rogers.com

Assignor solicitor:  
Nancie-Anne Heaphy,  
B.A., LL.L., LL.B.  
Partner  
KMH | LAWYERS\*  
Suite B0001-2323 Riverside Drive  
Ottawa, Ontario K1H 8L5  
Tel: (613) 733-3000 ext. 121  
Fax: (613) 523-2924  
nah@kmhlawyers.ca  
www.kmhlawyers.ca

### 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:

~~See email from assignors solicitor regarding a wire transfer to A&B.~~

All charges on P80A

Suite No. 530, Unit 29, Level 5, (the "Unit")

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
ASSIGNMENT

B E T W E E N:

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

– and –

Mulham Aljundi  
(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 September 21, 2017 and accepted by the Vendor on September 22, 2017 (the "Agreement") and, except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence:

**Delete: FROM THE AGREEMENT OF PURCHASE AND SALE**

all references to final closing date of January 26, 2021.

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

1. All references to final closing date shall mean February 10, 2021.
2. In consideration for the Vendor's agreement to extend the final closing date, the purchaser shall be required to pay a per diem rate of interest on the balance due on final closing of 11% per annum, for each day of extension commencing from January 26, 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 11:00, this 28 day of Jan, 2021

IN WITNESS WHEREOF the parties have executed this Amendment.

SIGNED, SEALED AND DELIVERED  
in the presence of

Witness

Mulham Aljundi

Purchaser

Roula Kikhia

DATED at 11:00, this 5 day of February, 2021

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Name:

Authorized Signing Officer

I have authority to bind the Corporation

**BLOCK NINE**

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

**ASSIGNMENT**

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

**MULHAM ALJUNDI (the "Purchaser")**

**Suite 530 Tower 9 North Unit 29 Level 5 (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 Five Hundred (\$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.



- (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 23 day of Sept 2017.

Witness:

Purchaser: MULHAM ALJUNDI

DATED at Mississauga this 28 day of September 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer  
I have the authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 26 day of January 2021.

A M O N G:

Mulham Aljundi

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Artem Iefymenko

(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 21 day of Sept, 2017 and accepted the 22 day of Sept, 2017 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 29, Level 5, Suite 530, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4085 Parkside Village Dr, Mississauga, Ontario (the "**Property**");
- (B) The Assignor has agreed to assign the Agreement and all deposits tendered by the Purchaser thereunder as well as any monies paid for extras or upgrades, monies paid as credits to the Vendor (or its solicitors) in connection with the purchase of the Property to the Assignee and any interest applicable thereto (the "**Existing Deposits**"), and the Assignee has agreed to assume all of the obligations of the Assignor under the Agreement and to complete the transaction contemplated by the Agreement in accordance with the terms thereof; and
- (C) The Vendor has agreed to consent to the assignment of the Agreement by the Assignor to the Assignee.

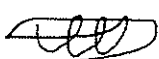

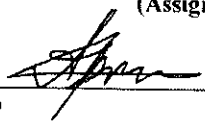
**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the sum of Ten Dollars (\$10.00) now paid by the Assignee to the Assignor and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;
- 2. The Assignor acknowledges that any amounts paid by the Assignor for Existing Deposits will not be returned to the Assignor in the event of any default or termination of the Agreement and the Assignor expressly acknowledges, agrees and directs that such amounts shall be held by the Vendor as a credit toward the Purchase Price of the Unit.
- 3. Subject to paragraph 4 below, the Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder.
- 4. **The Assignee shall be required to pay the full amount of the applicable HST to the Vendor on final closing notwithstanding that the Assignee may qualify for HST Rebate (or equivalent). The HST applicable shall be calculated based on the original purchase price and the consideration for the Transfer/Deed to the Assignee shall reflect the original purchase price as set out in the Agreement. The Assignor and/or Assignee are personally directly responsible for collection and remittance of any HST applicable to any increase in or additional consideration negotiated as between Assignor and Assignee for the purchase of the Property. The Assignor and Assignee expressly acknowledge that the HST Rebate credit contemplated by the Agreement will not be available to the assigning parties and the Assignee will be obliged to seek any HST Rebate available directly on his or her own after final closing. The Vendor shall have no obligation whatsoever either before or after closing to assist or cooperate with the Assignor or Assignee in the collection or remittance of HST on the assignment transaction as between Assignor and Assignee or with any application for HST Rebate or equivalent.**

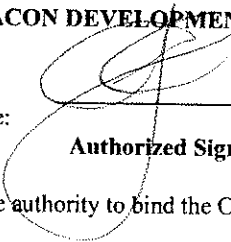
5. Subject to the terms of the Assignment Amendment, the Assignee covenants and agrees with the Assignor and the Vendor not to list or advertise for sale or lease and/or sell or lease the Unit and is strictly prohibited from further assigning the Assignee's interest under the Agreement or this Assignment 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 28 day of Jan 2021.

_____ Witness	 _____ Mulham Aljundi (Assignor)
_____ Witness	 _____ Roula Kikhia (Assignor)
_____ Witness Harjinder Singh Chahal	 _____ Artem Iefymenko (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:	<b><u>Artem Iefymenko</u></b>	
	DATE OF BIRTH	<u>1990/01/29</u>	<u>588-856-302</u>
		<u>YYYYMMDD</u>	<u>SIN #</u>
	ADDRESS:	<b><u>607-5 Lynvalley Cres, Toronto, ON M1R 2V2</u></b>	
	PHONE:	Tel: <b><u>416-274-6706</u></b>	
		Cell: _____	
		Facsimile: _____	
	E-mail:	<b><u>krishtian.zp@gmail.com</u></b>	
ASSIGNEE	NAME:	_____	
	DATE OF BIRTH	_____	_____
		<u>YYYYMMDD</u>	<u>SIN #</u>
	ADDRESS:	_____	
	PHONE:	Tel: _____	
		Cell: _____	
		Facsimile: _____	
	E-mail:	_____	
ASSIGNEE'S SOLICITOR:	NAME:	<b><u>Kamaldeep Dhaliwal</u></b> <b><u>Legal Assistant</u></b> <b><u>Barrister and Solicitor</u></b>	
	ADDRESS:	<b><u>81 Zenway Blvd</u></b> <b><u>Unit 15, 2nd floor</u></b> <b><u>Vaughan, Ontario</u></b> <b><u>L4H 0S5</u></b>	
	PHONE:	Bus: <b><u>905 265 0005</u></b> Facsimile: <b><u>905 265 1114</u></b>	
	E-mail:	<b><u>Kd.hclaw@rogers.com</u></b>	

## 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:** 5 Buttermilk Ave 5506, Vaughan ON L4K0J5

**Sales Representative/Broker Name:** Nate Swaby

**Date Information Verified/Credit File Consulted:** 12/21/2020

### 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:** Artem Iefymenko

**2. Address:** 607-5 Lynvalley Cres, Toronto ON, M1R 2V2

**3. Date of Birth:** 01/29/1990

**4. Nature of Principal Business or Occupation:** Service Technician

#### 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\*:** Drivers license

(must view the original and have a photo. See CREA's FINTRAC materials on REALTOR Link® for examples)

**2. Document Identifier Number:** I2213-06109-00129

**3. Issuing Jurisdiction:** Ontario

(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")

**Country:** Canada

**4. Document Expiry Date:** 06/17/2021

(must be valid and not 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). 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\*\*:** \_\_\_\_\_ (must be valid and not expired; must be recent if no expiry date)
- ☐ 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\*\*:** \_\_\_\_\_ (must be valid and not expired; must be recent if no expiry date)
- ☐ 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:** 12/21/2020

**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:** 12/21/2020

**Reason why measures were unsuccessful *(check one)*:**

☐ Client did not provide information

☐ Other, explain: \_\_\_\_\_

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

☒ No

☐ Yes, explain: \_\_\_\_\_

### B.2 Third Party Record

Where there is a third party, complete this section.

**1. Name of third party:** \_\_\_\_\_

**2. Address:** \_\_\_\_\_

**3. Date of Birth (** \_\_\_\_\_

**4. Nature of Principal Business or Occupation:** \_\_\_\_\_

**5. Incorporation number and place of issue *(if applicable)*:** \_\_\_\_\_

**6. Relationship between third party and client:** \_\_\_\_\_

## 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.

## 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:

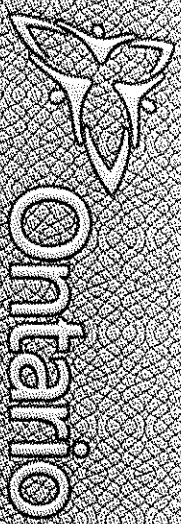
D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

#### 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.



Driver's Licence  
Permis de conduire

ON  
CANADA



1.2 NAME / NOM

IEFYMENKO,  
ARTEM

8 607-5 LYNVALLEY CRES  
TORONTO, ON, M1R 2V2

4d NUMBER/  
NUMÉRO 12213 - 06109 - 00129

4a ISS/DEL 2016/08/03

4b EXP/EXP 2021/06/17

5 DD/REF DN6476917

16 HGT/HAUT 180 cm

15 SEX/SEXE M

9 CLASS/  
CATÉG G

12 REST/  
COND

3 DOB/DEN 1990/01/29

Mortgage Commitment

January 12, 2021  
Lender Reference #: 1161029



**APPLICANT(S)**  
Artem Iefymenko  
Home: 416-274-6706  
Bus: 416-274-6706

**SUBJECT PROPERTY ADDRESS**  
530-4085 Parkside Village Drive  
Mississauga, ON L5B0K9

**BORROWERS CURRENT ADDRESS**  
607-5 Lynvalley Crescent  
Scarborough, ON M1R 2V2

**SERVICING ADDRESS**  
530-4085 Parkside Village Drive  
Mississauga, ON L5B0K9

**DETAILS**

With reference to the above, First National is pleased to provide a mortgage loan offer under the following conditions:

Loan		Terms		Payment	
Loan Amount	\$400,000.00	Mortgage Priority	First	Monthly P&I	\$1,627.56
Lender Fee	\$4,000.00	Int. Calculated	Semi-Annually	Est Realty Taxes	\$3,750.00
Total Loan Amount	\$400,000.00	Interest Rate	2.740 %	Taxes paid by	Borrower
		Term	12 Month(s)		
		Amortization	30 years		
		Frequency	Monthly		

Closing Date: January 27, 2021  
Interest Adjustment Date: January 27, 2021  
Maturity Date: January 27, 2022  
Commitment Expires: January 27, 2021

**CONDITIONS OF APPROVAL**

1. Ontario Disclosure to Borrower required prior to funding.
2. Solicitor to provide the completed Identification Verification Form satisfactory to First National prior to funding.
3. Title to be taken in the name of Iefymenko, Artem.
4. Until such time as Lender indicates otherwise, Borrower(s) to be responsible for all Realty Taxes.
5. Subject to satisfactory appraisal of \$500,000.00. The appraisal must be completed by an appraiser on First National's Approved Appraisers List.
6. Subject to satisfactory confirmation of downpayment.
7. Subject to satisfactory confirmation of Income.
8. Spouse to consent to transaction.
9. Subject to signed and dated mortgage application.
10. Subject to satisfactory Gift Letter.
11. Subject to no secondary financing.
12. Property shall be owner occupied as a single family residence in accordance with all zoning by-laws.
13. Subject to receipt of New Home Warranty Certificate.
14. Receipt of satisfactory purchase agreement including all addendums
15. Subject to satisfactory Assignment agreement.
16. Subject to executed Builder's Acknowledgment of Assignment.
17. Subject to confirmation that Artem Iefymenko is a full time permanent employee of Avensys Solutions earning an annual income of \$81,370.
18. Subject to a recent paystub showing Artem Iefymenko is actively working.
19. Subject to satisfactory confirmation that the following debts are paid in full prior to closing: TDCT \$10,382.00, CIBC CARD SERVICES \$2,572.00.

ACV

## Mortgage Commitment

Page: 2 of 5

January 12, 2021

Lender Reference #: 1161029

**FIRST NATIONAL**

FINANCIAL LP



20. Satisfactory confirmation of gifted funds of \$18,000 to be deposited into borrowers bank account at least 15 days prior to funding.
21. Solicitor to provide commitment to Title Insurance prior to funding. If applicable, condo endorsement is also required
22. Solicitor to confirm that condo fees on subject property do not exceed \$330 monthly.
23. Subject to confirmation that clients paid deposits in the amount of \$87,450 to the Assignor.
24. Subject to previous related employment.
25. Subject to 1.5% closing costs.

### STANDARD TERMS AND CONDITIONS

- 1. Mortgage:** The mortgage loan to be made to you shall be subject to all extended terms set forth in the First National Financial LP (herein referred to as 'we', 'our' or 'us') standard form of mortgage contract, and loans insured by a mortgage insurer will be subject to the requirements of the Certificate of Insurance issued by the mortgage insurer. You acknowledge and agree that the terms "Chargee/chargee" and "Mortgagee/mortgagee" when used in the charge/mortgage and other loan documents shall include First National Financial LP. If there are one or more rental units at the property, a general assignment of rents in our standard form will be required.
- 2. Property Taxes:** If stipulated by us, you will pay us monthly, an amount which in our opinion is sufficient to enable us to pay the annual property taxes on your behalf by the due date for the first installment of the tax bill in each year, based on the estimated annual taxes. We may retain a tax holdback from our mortgage advance in an amount equal to the estimated annual property taxes, which will be credited to your tax account. Prior to funding of the mortgage loan, you must pay any tax installments that are due and owing as of the date of advance of the mortgage loan. If we permit you to pay your taxes directly to the municipality, you will provide us with proof of such payment no less than sixty days thereafter.
- 3. Fire Insurance:** We shall require evidence of replacement cost all-risk insurance coverage acceptable to us, taken with an insurer not disapproved by us. Such policy must contain the standard Insurance Bureau of Canada mortgage clause and must indicate the interests of Computershare Trust Company of Canada and First National Financial LP c/o 100 University Avenue, Suite 700, North Tower, Toronto, Ontario, M5J 1V6, as mortgagee.
- 4. Title Insurance:** A Lenders policy of Title Insurance must be obtained, in form and content satisfactory to the Lender.
- 5. Processing Fee and Costs:** Whether or not this loan is funded, you agree to pay the processing fee specified herein, if any, and all legal, appraisal and survey costs incurred by you or us in this transaction.
- 6. Mortgage Insurance Fee:** You agree to pay any mortgage insurance fee, as indicated, and all applicable federal or provincial taxes thereon.
- 7. Interest Adjustment:** Interest shall accrue from the date the first advance is made. Interest due to the interest adjustment date will be simple interest, calculated daily and will be deducted from the first advance.
- 8. Pre-Authorized Cheque Plan:** You agree to make repayment under the mortgage by a 'pre-authorized cheque plan' or by such other means as may be requested by us.
- 9. Commitment Non-Assignable:** This commitment is not transferable by you and the benefit may not be assigned by you. It may be assigned by us.
- 10. Representation and Warranty:** You warrant to us, and it is a condition of this loan, that all information submitted by you or your broker to us in connection with your loan application is true and accurate, and you agree to supply promptly, on request, any further information concerning yourself, your financial standing or the property to be mortgaged, which may be required by us.
- 11. Title:** You represent and warrant to us, and it is a condition of this loan, that you have a good and marketable title to the property to be mortgaged, satisfactory in all aspects.
- 12. Zoning and Work Orders:** It is a condition of this loan that the mortgaged property and the use thereof comply with all applicable governmental laws and regulations and that there are no outstanding work orders, notices or directives against the property.
- 13. Construction Loans:** In the case of a construction loan, advances will be made at our discretion and we will always retain sufficient funds to complete construction.
- 14. New Homes:** If this mortgage loan is for the purchase of a newly constructed home, our solicitor will be required to obtain a certified copy of the New Home Enrolment endorsed by HUDAC (or the equivalent enrolment in any governmental new home warranty programme in provinces other than Ontario) before making any mortgage advances.
- 15. No Agency:** You acknowledge that we may assign this commitment or the mortgage to a third party and may receive a fee in connection with such assignment. We may also receive a fee in connection with the servicing of this loan. We are not acting as your agent or otherwise in any fiduciary capacity in relation to you in connection with the loan described herein.
- 16. Solicitor and Documentation:** The solicitor specified by us will act on our behalf in this transaction. You agree to deliver to our solicitor your title documents, insurance policy and survey, if applicable, as soon as possible.
- 17. Entire Agreement:** This commitment, when accepted by you, will constitute the entire agreement and understanding between you and us with respect to this loan and will supercede all other agreements or understandings, whether oral or written.
- 18. Survival:** You agree that the terms, conditions & covenants contained in this commitment shall survive and will not merge upon registration of the mortgage and the advance of funds thereunder but will remain valid and subsisting obligations.
- 19. No Warranty:** You agree that the granting of the mortgage loan or approval or pre-qualification thereof for insurance by any mortgage insurer is not to be construed or relied on by you or any guarantor as confirmation of (a) the value or condition of the property to be mortgaged, whether or not appraisals or inspections are carried out by or for us or any mortgage insurer, or (b) your ability, or that of any guarantor, to repay the mortgage loan.
- 20. Power of Attorney:** Execution of security documents pursuant to a Power of Attorney is not permitted.

ACV

## Mortgage Commitment

Page: 3 of 5

January 12, 2021

Lender Reference #: 1161029

**FIRST NATIONAL**

FINANCIAL LP



### PREPAYMENT PRIVILEGES

Prepayments of principal will not be allowed prior the end of the Term except on the following basis. Provided you are not in default, you may do one or more of the following:

- (a) Without notice or charge, in any year of the Term, make, on any regular payment date (a "Payment Date"), prepayments of principal in minimum \$100.00 increments which do not exceed in the aggregate in that year fifteen percent (15%) of the original principal amount of the Mortgage. A prepayment received after a Payment Date will be applied on the next Payment Date following receipt of the prepayment. If not, or to the extent not, exercised in any year of the Term, this privilege is not cumulative from year to year. This privilege does not apply in the case of a prepayment of the entire amount owing pursuant to subsection (d) of this section.
- (b) Without notice or charge, once only in any year of the Term, on any Payment Date, increase the amount of the regular instalment payment of principal and interest by up to fifteen percent (15%) of the then current principal and interest instalment amount payable under the Mortgage. Such increase shall commence on the Payment Date specified by you and shall apply to all subsequent instalment payments. If not, or to the extent not, exercised in any particular year, this privilege is not cumulative from year to year. This privilege may not be combined with a prepayment of the entire amount owing pursuant to subsection (d) of this section.
- (c) Without notice or charge, on any Payment Date during the Term, make a prepayment of principal equal to, but not less than, the regular monthly instalment of principal and interest then being paid by you. This privilege, if not exercised on a particular Payment Date, is not cumulative from Payment Date to Payment Date, and may not be combined with a prepayment of the entire amount owing pursuant to subsection (d) of this section.
- (d) At any time prior to the end of the Term of the Mortgage, prepay the whole of the principal amount then outstanding together with accrued interest thereon, without notice, upon payment to us of the greater of:
  - (i) three (3) months interest at the Interest Rate on the principal amount outstanding; and
  - (ii) the amount, if any, by which interest at the Interest Rate exceeds interest at our then current interest rate for reinvestment calculated on the principal amount outstanding. Such amount shall be calculated from the date of prepayment to the maturity date of the Mortgage.

For the purposes of this subsection, "our then current interest rate for reinvestment" shall mean our lowest offered interest rate (which may not be our "posted" rate) in effect on the prepayment date for any mortgage product for a term not greater than the remaining term of the Mortgage and not less than the next shorter term offered by us; except that where the remainder of the term of the Mortgage is less than the shortest term offered, our interest rate for our shortest term for such mortgage product shall apply.

- (e) Notwithstanding subsection (d) of this section, if the Term (not inclusive of any renewals) is longer than five (5) years and if you are an individual(s), then at any time after the first five (5) years of the Term you may prepay the whole of the principal amount then outstanding together with all accrued interest thereon, without notice, upon payment to us of three (3) months interest at the Interest Rate on the amount prepaid.

Notwithstanding any prepayment on account of any portion of the principal amount, and subject to subsection (b) of this section, the regular blended payment instalment in the amount set out in the Mortgage shall continue to be payable on each Payment Date for so long as there is any indebtedness outstanding under the Mortgage.

### DEFAULT CHARGES AND OTHER FEES

If you fail to make a payment when due, or otherwise fail to comply with your obligations under the Mortgage, we may impose charges, including:

- (a) for external legal services required to collect or attempt to collect the payment;
- (b) for expenses incurred to realize on the Mortgage or to protect our interest in the mortgaged property, including fire insurance premiums, third party property management fees and the cost of external legal services required for that purpose; and
- (c) for expenses incurred to process a cheque or other payment instrument under the Mortgage that is dishonoured by your financial institution.

Presently we charge a \$150.00 fee for an 'NSF' pre-authorized withdrawal or cheque and a \$395.00 fee to prepare a discharge of your Mortgage. These fees are subject to change from time to time in accordance with industry standards. In addition, we reserve the right to charge reasonable fees in accordance with industry standards for other administrative services such as, but not limited to, assumptions, transfers, payment frequency changes, mortgage statements, etc. These fees may vary from time to time and will be published in our prevailing Schedule of Fees, which you may obtain from us upon request.

AC



## Mortgage Commitment

Page: 4 of 5

January 12, 2021

Lender Reference #: 1161029

**FIRST NATIONAL**

FINANCIAL LP



### PAYMENT FLEXIBILITY OPTIONS

Circle payment option:

If Weekly, the first payment will be February 3, 2021.

If Bi-Weekly, the first payment will be February 10, 2021.

If Semi Monthly, the first payment will be February 12, 2021.

If Monthly, the first payment will be February 27, 2021.

### INSTRUCTIONS TO THE SOLICITOR

Solicitor

TBA

THE SOLICITOR IS HEREBY INSTRUCTED TO REGISTER THE MORTGAGE DOCUMENT AS FOLLOWS:

The Principal amount on the Registered Mortgage should be: \$400,000.00

Interest Adjustment Date: January 27, 2021

First Payment Date: February 27, 2021

Maturity Date: January 27, 2022

Interest Rate: 2.740 %

Monthly Principal and Interest Payment: \$1,627.56

**PLEASE DRAW THE MORTGAGE AND THE GENERAL ASSIGNMENT OF RENTS, (IF APPLICABLE) IN THE NAME OF COMPUTERSHARE TRUST COMPANY OF CANADA**

### CONSENT AND BACKGROUND CHECK NOTICE

By signing this commitment, you acknowledge and agree that we or any insurer or potential insurer or assignee or potential assignee of the mortgage loan (collectively, "Third Parties") may conduct credit checks with consumer reporting agencies and make such other investigations and collect credit and other personal information about you for the purposes of underwriting, assessing the risk associated with and administering and servicing this mortgage loan throughout the mortgage term, including renewals. You acknowledge and understand that this information may include the types and amounts of credit advanced to you, payment histories, negative banking items, collection actions, legal proceedings, previous bankruptcies and other information reported by your creditors. We also exchange personal information with consumer and credit reporting agencies on an ongoing basis (including negative information such as late payments, missed payments or other defaults).

### PRIVACY

You acknowledge and agree that we, any purchaser/assignee of the mortgage loan ("Loan") or any insurer or potential insurer of the Loan may collect, use and/or disclose information (including personal information) concerning you: (a) with any future or proposed assignee or insurer of this commitment and/or the Loan, (b) with authorized agents, representatives, servicers, replacement servicers and advisers who are engaged in the underwriting, processing, maintenance, administration, collection and enforcement of the Loan, (c) with any third parties necessary in connection with any securitization of the Loan (including Canada Mortgage and Housing Corporation or a title custodian), (d) with third parties involved in the detection, prevention and suppression of fraud and other illegal activities and matters involving the public interest, (e) in accordance with your consent or authorization, and (f) as set out in our Privacy Policy or as otherwise required or permissible by law. Your information will be collected, used, and disclosed in accordance with this commitment and with our Privacy Policy (available at <https://www.firstnational.ca>).

### CLIENT ACCEPTANCE

All of the above terms and conditions in this Commitment are agreed to by the undersigned:

**Applicant(s):**

Artem Iefymenko

Signature Artem Iefymenko 01/14/2021

ACV



**Mortgage Commitment**

Page: 5 of 5

January 12, 2021

**Lender Reference #:** 1161029

**FIRST NATIONAL**

FINANCIAL LP



**LENDER AUTHORIZATION**

Approved by:

*Julie Kraemer*

100 University Avenue  
Suite 700, North Tower  
Toronto, ON  
M5J 1V6  
Bus: 1-800-465-0039  
Fax: 1-800-229-0612

*Ad*

**IN THE MATTER OF** Maher Nazem  
Traboulsi and Karim Khouja Assignment to  
Isa Emad Adel Ennab of 4085 Parkside  
Village Drive, TH5 Mississauga, ON


**I, Ashley Almeida, Barrister & Solicitor, SOLEMNLY DECLARE that:**

1. I am the solicitor that met with Issa Emad Adel Ennab to execute the Assignment Agreement on January 25, 2021.
2. I have viewed the Identification of Issa Emad Adel Ennab and have authenticated his identity and signature.

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

DECLARED before me  
at the Town of Whitby  
in the Regional Municipality  
of Durham  
this 25 day of January  
2021.

A COMMISSIONER, ETC.

  
Ashley Almeida