

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 12th day of December 2016.

AMONG:

NADIR BIHNAM

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

DALIAH TOMAH

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

(hereinafter called the "Vendor")

OF THE THIRD PART.

WHEREAS:

- (A) By Agreement of Purchase and Sale dated the 28th day of February 2012 and accepted the 29th day of February 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the "Agreement"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 11, Level 9, Suite 911, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV, Mississauga, Ontario (the "Property");
- (B) The Assignor has agreed to assign the Agreement and all deposits tendered by the Purchaser thereunder as well as any monies paid for extras or upgrades, monies paid as credits to the Vendor (or its solicitors) in connection with the purchase of the Property to the Assignee and any interest applicable thereto (the "Existing Deposits"), and the Assignee has agreed to assume all of the obligations of the Assignor under the Agreement and to complete the transaction contemplated by the Agreement in accordance with the terms thereof; and
- (C) The Vendor has agreed to consent to the assignment of the Agreement by the Assignor to the Assignee.

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

- 1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;
- 2. The Assignor acknowledges that any amounts paid by the Assignor for Existing Deposits will not be returned to the Assignor in the event of any default or termination of the Agreement and the Assignor expressly acknowledges, agrees and directs that such amounts shall be held by the Vendor as a credit toward the Purchase Price of the Unit.
- 3. The Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder. The Assignee acknowledges that in the event the Vendor does not receive the full benefit of the HST Rebate, (as defined in the Agreement) for any reason whatsoever, the Assignee shall be required to pay the amount of the HST Rebate to the Vendor on Closing in addition to the Purchase Price, as more particularly set out in the Agreement.
- 4. Subject to the terms of the Assignment Amendment, the Assignee covenants and agrees with the Assignor and the Vendor not to list or advertise for sale or lease and/or sell or lease the Unit and is strictly prohibited from further assigning the Assignee's interest under the Agreement or this Assignment to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.
- 5. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and the Assignor shall have no claim whatsoever against the Vendor with respect to same.
- 6. The Assignor hereby represents to the Assignee and the Vendor that he/she has full right, power and authority to assign the Agreement to the Assignee.

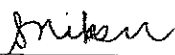


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7. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor.
8. The Vendor hereby consents to the assignment of the Agreement by the Assignor to the Assignee. This consent shall apply to the within assignment only, is personal to the Assignor, and the consent of the Vendor shall be required for any other or subsequent assignment in accordance with the provisions of this Agreement.
9. The Assignee hereby covenants, acknowledges and confirms that he/she has received a fully executed copy of the Agreement and the Disclosure Statement with all accompanying documentation and material, including any amendments thereto.
10. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Blaney McMurtry, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Zero (\$0.00) plus HST.
11. The Assignor and Assignee agree to provide and/or execute such further and other documentation as may be required by the Vendor in connection with this assignment, including, but not limited to, satisfaction of Vendor's requirements to evidence the Assignee's financial ability to complete the transaction contemplated by the Agreement, Assignee's full contact information and Assignee's solicitor's contact information.
12. Details of the identity of the Assignee and the solicitors for the Assignee are set forth in Schedule "A" and in the Vendor's form of Information sheet. Notice to the Assignee or to the Assignee's solicitor, shall be deemed to also be notice to the Assignor and the Assignor's solicitors.
13. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.
14. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns, as the case may be. If more than one Assignee is named in this Assignment Agreement, the obligations of the Assignee shall be joint and several.
15. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement.


DATED this 12th day of December 2016.



Witness



NADIR BIHNAM (Assignor)



Witness



DALIAH TOMAH (Assignee)

Witness

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: 
Name: STEPHANIE BABINEAU
Title: DIRECTOR, SALES AND
MARKETING

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME:

Daliah Tomah

DATE OF
BIRTH

1972,04,23

YYYYMMDD

SIN #

ADDRESS:

3831 candlelight dr
Miss on L5M8A9

PHONE:

Tel: (905) 607-6756

Cell: 647 291-9033

Facsimile: (905) 828-9899

E-mail:

daliahtomah@hotmail.com

ASSIGNEE

NAME:

DATE OF
BIRTH

YYYYMMDD

SIN #

ADDRESS:

PHONE:

Tel: _____

Cell: _____

Facsimile: _____

E-mail:

ASSIGNEE'S
SOLICITOR:

NAME:

Gord Mohan

ADDRESS:

25 waitline Avenue, Unit 303
Mississauga, ON, L4Z 2Z1

PHONE:

Bus: 905 712-1911

Facsimile: _____

E-mail:

gord@ggmohan.com

Ontario Driver's License
Permis de conduire

TOMAH, DALIAH
3831 CANDLELIGHT DR
MISSISSAUGA, ON, L5M 3A8

DATE OF BIRTH: 2013/03/01
EXPIRATION: 2018/04/23
SEX: F
HEIGHT: 166 cm

1872/04/23

PSV #911 Assignee

The Toronto-Dominion Bank

2955 EGLINTON AVENUE WEST
MISSISSAUGA, ON L5M 6J3

79843491

DATE

2016-12-12

YYMMDD

Transit-Serial No.

1305-79843491

Pay to the

Order of

BLANEY MCMURTRY LLP IN TRUST

\$ *****13,820.00

THIRTEEN THOUSAND EIGHT HUNDRED TWENTY**00/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re PSV 911 - SY - w/ Assignment

The Toronto-Dominion Bank

Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Number

Countersigned

79843491 109612004

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