

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 17th day of December 2016

AMCON Co.

ALI IBRAHIM AND SAHIM ABDULMAJEED

(hereinafter called the "Assignor")

OF THE FIRST PART

- and -

MAHA YOUSIF MUSHIN AL-ANI

(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 25th day of February 2012 and accepted the 25th 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 06, Level 24, Suite 2506 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.




- 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 Dollars (\$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


ALI IBRAHIM (Assignor)

Witness


SAHIM ABDULMALEK (Assignor)

Witness


MAHA YOUSSEF MOUNIR AL-ANI (Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

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

I have authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 12th day of December 2016.

A M O N G:

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(hereinafter called the “Assignor”)

OF THE FIRST PART;

- and -

MAHA YOUSIF MUSHIN AL-ANI

(hereinafter called the “Assignee”)

OF THE SECOND PART;

- and -

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(hereinafter called the “Vendor”)

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- (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
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- 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.
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DATED this 12th day of December 2016.

Witness



Witness

ALI IBRAHIM

(Assignor)



SAHIM ABDULMAJEED

(Assignor)

Witness

MAHA YOUSIF MUSHIN AL-ANI (Assignee)

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:	<u>Maha Yousif</u>	
	DATE OF BIRTH	<u>1985/05/18</u>	
		<u>YYYYMMDD</u>	<u>SIN #</u>
	ADDRESS:	<u></u>	
	PHONE:	Tel: <u>+964770 262 6293</u>	
		Cell: <u></u>	
		Facsimile: <u></u>	
	E-mail:	<u>mahamushin@yahoo.com</u>	
ASSIGNEE	NAME:	<u>POA - Alaa Saadi Yousif</u>	
	DATE OF BIRTH	<u>(416-400-9089)</u>	
		<u>YYYYMMDD</u>	<u>SIN #</u>
	ADDRESS:	<u></u>	
	PHONE:	Tel: <u></u>	
		Cell: <u></u>	
		Facsimile: <u></u>	
	E-mail:	<u></u>	
ASSIGNEE'S SOLICITOR:	NAME:	<u>Gord Mohan</u>	
	ADDRESS:	<u>25 Waitline Avenue, Unit 308</u>	
		<u>Mississauga, ON, L4Z 2Z1</u>	
	PHONE:	Bus: <u>905 712-1911</u>	
		Facsimile: <u></u>	
	E-mail:	<u>gord@ggmohan.com</u>	

CONTINUING POWER OF ATTORNEY FOR PROPERTY

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is given by

Maha Yousif Muhsin AL-Ani

APPOINTMENT OF ATTORNEY

I, Maha Yousif Muhsin AL-Ani residing at Doha / Qatar

revoke any

previous continuing power of attorney for property made by me and **APPOINT**

Alaa Saadi Yousif (Date of Birth: 3-Feb-1968) who is a resident of Canada

to be my attorney for the purchase, management and maintenance of **any property** located in the Province of Ontario, in Canada.

Alaa Saadi Yousif will be my attorney for the purposes of signing the Agreement of Purchase ~~and/or~~, dealing with banks for the purposes of the approval of a mortgage and/or obtaining funds from said bank, signing all legal documentation required before a solicitor and providing any and all information as required, corresponding with and setting up accounts with the utility companies for the maintenance of the property and any other duties that may be required for the purchase, management and maintenance of the property.

PURPOSE

The purpose for this Continuing Power of Attorney is for purchase, management and maintenance by Alaa Saadi Yousif of **any property** located in the Province of Ontario, in the country of Canada. Alaa Saadi Yousif will be my attorney for the purposes of signing the Agreement of Purchase ~~and/or~~, dealing with banks for the purposes of the approval of a mortgage and/or obtaining funds from said bank, signing all legal documentation required before a solicitor and providing any and all information as required, corresponding with and setting up accounts with the utility companies for the maintenance of the property and any other duties that may be required for the purchase, management and maintenance of the property.

CONTINUING POWER

I AUTHORIZE my attorney for above mentioned property to act on my behalf, and to do anything that I can lawfully do by an attorney, and specifically anything in respect of my property mentioned above that I could do if capable of buying and/or managing of my property, except make a will, subject to the law and to any conditions or restrictions contained in this document is as follows:

In accordance with the Powers of Attorney Act, I declare that this Power of Attorney may be exercised during any subsequent legal incapacity on my/our part. This indicates my intentions that this document will be a continuing Power of Attorney for property under the *Substitute Decisions Act 1992* and may be used during my incapacity to manage property.

(Continued on page 2)

KARL CHEBIL
P.O. BOX 22358 DOHA QATAR
BARRISTER & SOLICITOR - MEMBER
OF THE LAW SOCIETY OF QUEBEC
NOTARY PUBLIC - CANADA

EFFECTIVE DATE

Unless otherwise stated in this document, this Continuing Power of Attorney for property will come into effect on the date it is signed and witnessed.

COMPENSATION

I authorize my attorneys and my attorney's have agreed to accept no compensation for any work done by them pursuant to this Power of Attorney for property.

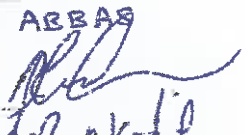
I have no reason to believe that the grantor is incapable of giving a Continuing Power of Attorney for property, or making decisions in respect of which instructions are contained in this Power of Attorney. I have signed this Power of Attorney in the presence of a person whose name appears below and in the presence of each other.

DATED at Doha this 6 day of December 2016




WITNESSED BY:

Witness Signature: 
Name: **DAWOOD MOHAMMED ABBAS**
Address: **Doha - Qatar**

Witness Signature: 
Name: **Dr Emad Nadeh Wadi**
Address: **Doha - Qatar**

SIGNED before me at Doha, Qatar
This 6th day of December 2016 by
HAITHA YOUSIF MURSI AL-ANI


Karl Chebil
ATTORNEY
KARL CHEBIL
P.O. BOX 22358 DOHA QATAR
BARRISTER & SOLICITOR - MEMBER
OF THE LAW SOCIETY OF QUEBEC
NOTARY PUBLIC - CANADA



SECRET

THE UNIVERSITY OF CHICAGO

RELATIVES TO CONTACT WHEN NEEDED

五

RECEIVED
JAN 10 1964
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

ADDRESS

THE UNIVERSITY OF CHICAGO

1977

RELATIONSHIP

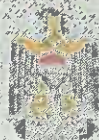
ADDRESS _____

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SIGNATURE OF PASSPORT HOLDER

STATE DEPT. OF PASSPORT & VISAS

REPUBLIC OF IRAQ
Passport



جمهورية العراق / كرماني عيراني
جواز سفر / پاسپورت

1940

Page 1 of 2
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1998

MAHA YOUSIF MUHAMMAD



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The Toronto-Dominion Bank

80266722

100 CITY CENTRE DRIVE
MISSISSAUGA, ON L5B 2C9

DATE

2016-12-09

YYYYMMDD

Transit-Serial No.

93-80266722

Pay to the Order of BLANEY MCMURTRY LLP, IN TRUST

\$ *****14,775.00

FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY FIVE**00/100

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

Re PSV # 2506 5% for Assignment

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

Canadian Dollars

Number

⑈80266722⑈ ⑆09612⑈004⑆

⑈3808⑈

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA