

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 21st day of September 2016.

AMONG:

Wagdi Akram Mohamed El-Bogi and Suzan Abdel Hadi
(hereinafter called the "Assignor")

OF THE FIRST PART,

- and -

Nadra Salha

(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 26th day of February, 2012 and accepted the 7th day of March, 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 10, Level 29 Suite 3010, together with one Parking Unit(s) and Storage Unit(s) in the proposed condominium known municipally as PSV - Tower One, 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.

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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.
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. ^{WA}
~~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 to the amount of Five Hundred Dollars (\$500.00) plus HST.~~ ^{SE}
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 21st day of September 2016


Witness


Witness


(Assignor)


(Assignor)


Witness


(Assignee)

Witness

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE) INC.:


Per: _____
Name: _____
Title: _____
Authorized Signing Officer

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Nadra Salha

DATE OF BIRTH: August 20/1956 276-489-267
YYYYMMDD SIN #

ADDRESS: 173 Charterhouse Cres
Ancaster L9G 4M4

PHONE: Tel: (905) 304-0875
Cell: (289) 698-1308
Facsimile: _____

E-mail: waleed.salha@gmail.com

ASSIGNEE

NAME: _____

DATE OF BIRTH: _____ SIN # _____

ADDRESS: _____

PHONE: Tel: _____
Cell: _____
Facsimile: _____

E-mail: _____

ASSIGNEE'S SOLICITOR:

NAME: Mark S. Taborowski
C/O Vanida Hannan

ADDRESS: 1900 Dundas Street West Suite #242
Mississauga L5K 1P9

PHONE: Bus: 905.855.7175
Facsimile: 905-306-1044

E-mail: vanida@thelegalteam.ca

WORKSHEET- PSV (BLOCK 7)

SALE DATE: _____ IN2ITION REP: _____

TOWER: PSV SUITE: 3010 RESIDENTIAL UNIT: 10 LEVEL: 29 ELPN: TEN

PROMOTION NAME: _____

CO-OP AGENT: GEN.: ☐ NO YES ☐ VIP: ☐ ☒ PC: ☒

AGENT'S NAME: Fouad Dib (Fred)

AGENT'S BROKERAGE: RE/MAX Real Estate Center Inc., BROKERAGE

PURCHASE PRICE: \$ _____ in Canadian Dollars

CHEQUES PAYABLE TO BLANEY McMURTRY LLP in TRUST

Dep.	Structure:	Dep. Amount:	Due Date:
1 st	\$2,000 with Agreement		
2 nd	Balance to 5% in 30 days		
3 rd	5% in _____ days		
4 th	5% in _____ days		
5 th	Total to 20% on Occupancy		

SPECIAL INSTRUCTIONS- AMENDMENTS, CONDITIONS:

PSV = 3010

From: Wagdi Akram Mohamed El-Bogi and Suzan Abdel Hadi TO: Nadra Salha

PURCHASER #1

Nadra Salha

First, Middle & Last Name

First, Middle & Last Name

August 20, 1956
Date of Birth: (M/D/Y)

276-489-267

S.I.N #

Date of Birth: (M/D/Y)

S.I.N #

Passport - GB829969

Driver's Licence # & Expiry Date

Driver's Licence # & Expiry Date

173 Charterhouse Cres

Address Suite #

Address

Suite #

Ancaster

L9G 4M4

City/Province

Postal Code

City/Province

Postal Code

(905) 304-0875

(289) 698-1308

Phone: Day Time

Phone: Night Time

Phone: Day Time

Phone: Night Time

waleed.salha@gmail.com

Email

Email

PURCHASER'S SOLICITOR

Mark S. Taborowski

Solicitor's Name

C/O Vanida Hannan

Firm

1900 Dundas Street West Suite #242 Mississauga L5K 1P9

Address

Suite No.

City

905.855.7175

905-306-1044

Postal Code

Phone Number Fax Number

vanida@thelegalteam.ca

Email

PURCHASER PROFILE: to be completed by an In2ition agent/sign-up person

Did you register through the Web?

End User or Investor?

How did you hear about us?

Profession:

How many dependents are living with you?

Dependents Ages:

Marital Status:

LIFE ATPARKSIDE.COM

Exclusive Brokerage:

in2ition

AMACON
LIVE WELL



PARKSIDE
VILLAGE
MISSISSAUGA



CIBC Pre-Approved Mortgage Certificate

Number: CLASS-A101989

Issue Date: August 26/2016.
Effective From: August 26/2016

Expiry Date: August 26/2017.

(Note: If your certificate has expired, please contact your CIBC representative)

TO CERTIFY THAT

Ms. Nadiia Saitta,
PSV Building - Unit 3010

is eligible for a mortgage loan amount of
with a downpayment of
to purchase a house in a price range of

\$379,900.00
\$75,980.00
\$303,920.00

and has/have selected the following mortgage loan type and term:

Mortgage Loan Type: 5 Year Fixed Closed
Mortgage Loan Term: 5 Years
Posted Interest Rate: 5.00 %

Monthly Payment (Principal & Interest Payments Only):
Amortization:

\$1,524.00
30

This certificate only applies to the purchase of a residential property, not for property meeting our lending guidelines and is subject to the following conditions being met at the time of the actual mortgage loan application: satisfactory property appraisal; satisfactory credit review by CIBC Mortgage & Lending and Genworth Financial Mortgage Insurance Company Canada; Canada Mortgage and Housing Corporation approval (if applicable).

Note: This certificate does not apply to refinances and equity take-outs.

Customer Signature(s):



Adrian Chiodo
Mortgage Advisor
Tel: 1-888-799-0537
Cell: 416-593-8836
adrian.chiodo@cibc.com

RATE INFORMATION

- For fixed-rate mortgage loans, your quoted rate is guaranteed not to increase from the Expiry Date of this Certificate. Your interest rate will be determined on or before the Expiry Date of this Certificate. Your interest rate will be determined on the lower of the interest rate indicated on this Certificate and the interest rate posted on the CIBC fixed rate mortgage rate board at the time of the mortgage loan closing.
- For variable-rate mortgage loans, interest rates are based upon CIBC Prime Rate which fluctuates from time to time and therefore there are no rate guarantees for variable rate mortgage loans. The interest rates indicated on this Certificate simply represent the rates based upon CIBC Prime Rate as of the date of the Certificate and are subject to change. Interest for variable rate mortgages is calculated daily using a simple interest formula which is the same as calculated yearly, not in advance.



Employment and
Immigration Canada

Emploi et
Immigration Canada

SOCIAL

NUMÉRO

INSURANCE
NUMBER

D'ASSURANCE
SOCIALE

276 489 267

NADRA MAHMOUD SALHA

EXHAUSTED

Andrea Alsip

From: Stephanie Babiniau [sbabiniau@amacon.com]
Sent: Monday, September 26, 2016 10:38 AM
To: Andrea Alsip
Cc: Dragana Marjanovic
Subject: RE: 3010 - PSV1 - ASSIGNMENT

This can be waived

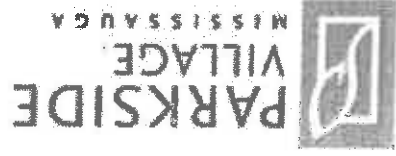
From: Andrea Alsip [mailto:Alsip@lfeatparkside.com]
Sent: Monday, September 26, 2016 9:40 AM
To: Stephanie Babiniau
Subject: FW: 3010 - PSV1 - ASSIGNMENT

Stephanie,

Fred's second one -Are we still requesting the top up amount for Fred's clients or will this be waived.

Please advise

ANDREA ALSIP COTNAM
SITE MANAGER



465 BURHAMTHORPE ROAD WEST
MISSISSAUGA, ON L5B 0E3
T. 905.273.9333 | F. 905.273.7772

LFEATPARKSIDE.COM



From: Fouad Dib - RE/MAX Broker [mailto:c4166690220@gmail.com]
Sent: Sunday, September 25, 2016 11:28 PM
To: Andrea Alsip
Subject: 3010 - PSV1 - ASSIGNMENT

Best Regards

Fred Dib (Fouad)

Broker of Record

ABR, CRS, SRES, ASA, IRES, E-PRO

Residential, Commercial, Investments and Mortgages

CITYVIEW Realty Inc., Brokerage

www.gtacombodirectory.com

www.ontariohomes4u.com

info@fredalb.com

Cell : (416) 669.0220

Office: (905) 363.1943

Fax : (905) 363.7672

Best Regards

Fred Dib (Fouad)

Broker of Record

ABR, CRS, SRES, ASA, IRES, E-PRO

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Fax : (905) 363.7672

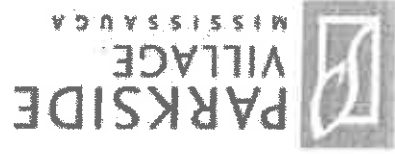
From: Andrea Alsip [mailto:AAlsip@liffeatparksideside.com]
Sent: September-19-16 4:16 PM

To: c4166690220@gmail.com; fdib@cityviewrealty.ca
Subject: FW: #PSV2 - Assignment of APS Agreement

See attached

By the way – I'm working on getting the client incentive for your

ANDREA ALSIP COTNAM
SITE MANAGER



465 BURNHAMTHORPE ROAD WEST
MISSISSAUGA, ON L5B 0E3
T. 905.273.9333 | F. 905.273.7772

LIFEATPARKSIDE.COM

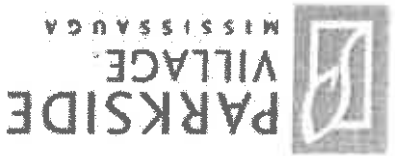


From: Andrea Alsip
Sent: Thursday, September 15, 2016 3:03 PM
To: 'c4166690220@gmail.com'
Subject: #PSV2 - Assignment of APS Agreement

Fred,

See attached for PSV2 assignment agreement.

Thank you,
ANDREA ALSIP COTNAM
SITE MANAGER



465 BURNHAMTHORPE ROAD WEST
MISSISSAUGA, ON L5B 0E3
T. 905.273.9333 | F. 905.273.7772

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