

Worksheet

Standard Assignment

Post Occupancy

Suite: 3307 Tower: Pav 2 Date: Oct. 28th Completed by: Moni

Please mark if completed:

- ☒ Copy of Assignment Amendment ✓
- ☒ Assignment Agreement Signed by both Assignor and Assignee ✓
- ☒ Certified Deposit Cheque for Top up Deposit to 20% payable to Blaney McMurtry LLP In Trust ✓
- ☒ Certified Deposit Cheque for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Seven New Development Partnership, Courier to Dragana at Amacon Head office (Toronto). \$ 0 ✓
- ☒ Agreement must be in good standing. Funds In Trust: \$ 77,580.00 ✓
- ☐ Assignors Solicitors Information ✓
- ☐ Assignees Solicitors Information ✓
- ☐ Verify if PDI has been completed. If not, Please identify who will be performing the PDI. If the Assignee is performing the PDI a Designate form must be signed by the Assignor to appoint the assignee to complete the PDI. This form must be submitted to customercareto@amacon.com

☒ Include Fintrac for Assignee ✓

☒ Copy of Assignees ID ✓

☒ Copy of Assignees Mortgage Approval ✓

Administration Notes:

April 10/17.
20%

PSV

POSH STYLE VIBE

SUITE 3307 UNIT 07 LEVEL 32

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 28th day of October 2017.

A M O N G:

Yousif Sairoob Akoob Akoob

(hereinafter called the "Assignor")

- and -

Charles Li

(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 07, Level 32, Suite 3307, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4011 Bricksone Mews, 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.
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 ^{Vendor's} solicitor's trust account to ^{Amazon City Centre Seven New Developments} Blaney-McMurry, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Five Hundred Dollars (\$500.00) plus HST. *CL*
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. *Y.A*
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. *[Signature]*
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 ensure 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 28th day of October 2017.

Witness



(Assignor)



YOUSIF SAIDOOB AKOOB AKOOB

Witness



(Assignor)

Witness

Charles Li (Assignee)

Witness

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per:

Name:

Title:

[Signature]
Authorized Signing Officer

I have authority to bind the Corporation

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

YOUSIF SAIROOB AKOOB AKOOB (the "Purchaser")

Suite **3307** Tower **ONE** Unit **7 Level 32** (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 on February 25, 2012 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 ^{zero (0.00)} ~~Five Thousand (\$5,000.00)~~ ^{Y.A.} 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

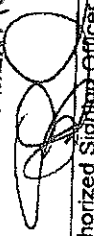
DATED at Mississauga, Ontario this 25th day of February 2012.


Witness


Purchaser: YOUSIF SAIROOB AKOOB AKOOB

DATED at Mississauga this 25 day of February 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 
Authorized Signing Officer

I have the authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Charles Li

DATE OF BIRTH: 1993/06/17 569-204-423
YYMMDD SIN #

ADDRESS: 3001-388 Prince of Wales Dr
Miss. ON. L5B 2A1

PHONE: Tel: 647-606-8006
Cell: 647-606-8006
Facsimile: _____

E-mail: _____

ASSIGNEE

NAME: _____

DATE OF BIRTH: _____

ADDRESS: _____
YYMMDD SIN #

PHONE: _____
Tel: _____
Cell: _____
Facsimile: _____

E-mail: _____

ASSIGNEE'S SOLICITOR:

NAME: Nomos Law - John Sedrak

ADDRESS: 50 Burnhamthorpe Rd. West.
Miss. ON. L5B 3C2

PHONE: Bus: 905-232-1529
Facsimile: _____

E-mail: _____

Assignor's Solicitor: Nomos Law - John Sedrak
50 Burnhamthorpe Rd. W.
Miss. ON.
L5B 3C2.
905-232-1529

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:

2. Reason why measures were taken (check one):
- ☐ Asked unrepresented individual for information to ascertain their identity.
 - ☐ 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, 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:

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:



This document has been prepared by The Canadian Real Estate Association to assist members in complying with requirements of Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations as of 2014-2017.



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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.



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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
☐ Commercial property
☐ Other, please specify:
☐ Residential property for income purposes
☐ Land for Commercial Use

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:

3

1.

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

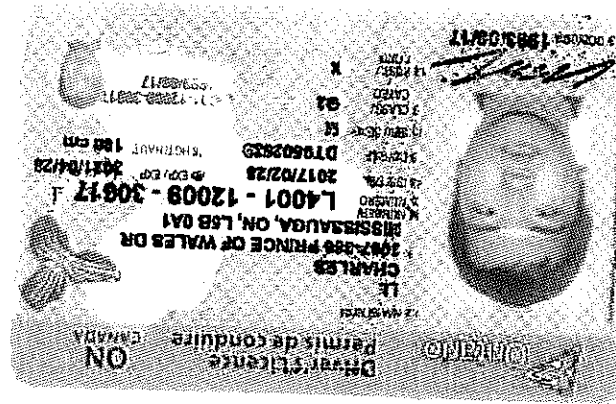
Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.



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0032-004 15

Prepared for:

CHARLES LI
388 PRINCE OF WALES DR APT 3007
MISSISSAUGA, ON, CAN
L5B 0A1

Prepared by:

Jeet Minhas, FIN SVS REP
100 CITY CENTRE DRIVE
MISSISSAUGA, ON, CAN L5B 2C9
Phone: (905) 270-9102
E-mail: Jeet.Minhas@td.com
EasyLine: 1-866-222-3456
EasyWeb: www.tdcanadatrust.com ?

As at: October 26, 2017

THE TORONTO DOMINION BANK

OCT 26 2017

AGUAYE ONE
100 CITY CENTRE DRIVE
MISSISSAUGA, ONTARIO L5B 2C9

0032-004

TD Assets:

Account(s)

MUTUAL FUND TFSA - 93 8480106
Field with TD Investment Services

Balance Description

\$9,072.34

TD EVERY DAY SAVINGS ACCOUNT - 93 6126815

\$199,023.40

TD STUDENT CHEQUING ACCOUNT - 93 6875176

\$3,599.61

Overdraft Limit: \$300.00

Total TD Assets: CDN

\$211,695.35

Total Assets: CDN

\$211,695.35

TD Liabilities

Account(s)

TD CLASSIC TRAVEL VISA CARD - 4520 0200 2436
3138

Balance Description

\$2,584.88

OWNER

Credit Limit: \$5,000.00

Total TD Liabilities: CDN

\$2,584.88

Total Liabilities: CDN

\$2,584.88

Net Worth: CDN

\$209,110.47

Net Worth: USD

\$0.00

Your Net Worth*

\$209,110.47

Hate waiting in lines? Set up a Direct Deposit to help you save time and money by ensuring your cheques get deposited when you need it most!

Looking for long-term returns without locking all of your money in to one lump sum? Stay flexible and maximize your rates by laddering your investments.

This is not an official account statement for any of the accounts listed. The information provided is supplemental to your official account statement(s) which are provided monthly, quarterly or annually by the institution which provides you with your account.

The Total Net Worth value is a combination of both the CDN and USD products on your Portfolio. * The Total Net Worth value assumes USD \$1 = CDN \$1.

This report has been prepared using TD Bank Financial Group information, as well as information that you have provided to us. While every reasonable effort has been made to ensure the accuracy and completeness of the other financial institution information, we cannot guarantee it. The information contained herein is for illustration purposes only. Any legal or tax issues should be confirmed by your own legal or tax advisers.



Assignment of Agreement of Purchase and Sale Condominium

Form 150

for use in the Province of Ontario

This Assignment of Agreement of Purchase and Sale dated this 27 day of September 2017

ASSIGNEE, Li, Charles

(Full legal names of all Assignees)

agrees to purchase from

ASSIGNOR, Yousif Akoob

(Full legal names of all Assignors)

the following

THE ASSIGNOR'S INTEREST IN THE REAL PROPERTY:

a unit in the condominium property located at #3307-4011 BRICKSTONE MEWS

in the City of Mississauga, On L5B 0J7 being

Unit No. 3307 Level No. 32 Condominium Plan No. _____

Building No. 4011 known as Apartment No. 3307 together with ownership

(Apartment/Townhouse/Suite/Unit)

or exclusive use of Parking Space(s) 1 Underground (Number(s), level(s)) together with ownership or exclusive use of

Locker(s) 1 (Number(s), level(s)) together with seller's proportionate undivided tenancy-in-common interest

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to this Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "property". 499,000.00

PURCHASE PRICE:

nine (9) A

CL

Dollars (CDN\$) 499,000.00

Four Hundred Ninety Thousand

Dollars

DEPOSIT: Assignee submits Upon acceptance

(Herewith/Upon Acceptance/or otherwise described in this Agreement)

Fifteen Thousand

Dollars (CDN\$) 15,000.00

by negotiable cheque payable to RE/MAX REALTY SPECIALISTS INC "Deposit Holder" to be held in trust pending completion or other termination of this Assignment agreement ("Assignment") and to be credited toward the Purchase Price on completion. For the purposes of this Assignment, "Upon Acceptance" shall mean that the Assignee is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Assignment agreement. The parties to this Assignment hereby acknowledge that, unless otherwise provided for in this Assignment, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

The Assignee and Assignor acknowledge that the Purchase Price noted above includes both the purchase price the Assignor is paying for the property as indicated in the Agreement of Purchase and Sale between the Assignor and the seller of the property attached hereto as Schedule C, and also includes the amount being paid by the Assignee to the Assignor as payment for the Assignment Agreement. The Assignee and Assignor agree that the funds for this transaction will be calculated and paid as set out in Schedule B attached hereto and forming part of this Agreement.

Assignee agrees to pay the balance as more particularly set out in Schedules A and B attached.

Schedules A, B (Calculation of funds for this Agreement),

C (Agreement of Purchase and Sale that is the subject of this Assignment),

A & B

attached hereto form(s) part of this Agreement.

INITIALS OF ASSIGNEE(S): CL

INITIALS OF ASSIGNOR(S): Y. A

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1. **IRREVOCABILITY:** This offer shall be irrevocable by Assignee (Assignor/Assignee) until 11:59 p.m. on the 29 day of September 2017, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Assignee in full without interest.

2. **ASSIGNMENT:** The Assignor agrees to grant and assign to the Assignee, forthwith all the Assignor's rights, title and interest, in, under and to the Agreement of Purchase and Sale attached hereto in Schedule "C".

3. **ASSIGNEE COVENANTS:** The Assignee hereby covenants and agrees with the Assignor that forthwith upon the assignment of the Agreement of Purchase and Sale it will assume, perform, comply with and be bound by, all obligations, warranties and representations of the Assignor as contained in the Agreement of Purchase and Sale as if the Assignee had originally executed the Agreement of Purchase and Sale as buyer with the seller.

4. **ASSIGNOR COVENANTS:** The Assignor covenants and represents that:

- (a) the Assignor has the full right, power and authority to assign the prior Agreement of Purchase and Sale attached hereto as Schedule "C" [the "Agreement of Purchase and Sale"] and the Assignor's interest in the property;
- (b) the Agreement of Purchase and Sale attached hereto as Schedule "C" is a full and complete copy thereof and has not been amended, supplemented, terminated or otherwise changed in any way and is in good standing and has not previously been assigned;
- (c) the Assignor will not amend the Agreement of Purchase and Sale without the Assignee's prior written consent;
- (d) after acceptance of this Assignment Agreement until the earlier of termination or completion of the Agreement of Purchase and Sale attached hereto as Schedule "C", the Assignor will not further assign the Agreement of Purchase and Sale;
- (e) neither party to the Agreement of Purchase and Sale [Schedule C] has done any act in breach of the said Agreement of Purchase and Sale or committed any omission with respect to the said Agreement of Purchase and Sale.

5. **NOTICES:** The Assignor hereby appoints the Listing Brokerage as agent for the Assignor for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Assignee's Brokerage) has entered into a representation agreement with the Assignee, the Assignee hereby appoints the Assignee's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Assignor and the Assignee (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Assignee or the Assignor for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto [any of them, "Document"] shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to the facsimile number or email address, respectively, in which case, the signature[s] of the party [parties] shall be deemed to be original.

FAX No.: 905-828-2829 (For delivery of Documents to Assignor) FAX No.: 905-828-2829 (For delivery of Documents to Assignee)

Email Address: ara.margos@gmail.com (For delivery of Documents to Assignor) Email Address: ara.margos@gmail.com (For delivery of Documents to Assignee)

6. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in this Purchase Price. If the sale of the Property is not subject to HST, Assignor agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

7. **FUTURE USE:** Assignor and Assignee agree that there is no representation or warranty of any kind that the future intended use of the property by Assignee is or will be lawful except as may be specifically provided for in this Assignment.

8. **INSPECTION:** Assignee acknowledges having had the opportunity to inspect the property or the plans and documents for the property to be constructed and understands that upon acceptance of this offer there shall be a binding Assignment agreement between Assignee and Assignor.

9. **PLANNING ACT:** Provided that this Assignment shall not be effective to create or convey an interest in the property unless and until the provisions of the Planning Act RSO 1990 c. P13, as amended are complied with.

INITIALS OF ASSIGNEE(S): CL

INITIALS OF ASSIGNOR(S): Y.A

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Subject to (b) below, the Assignor represents and warrants that the Assignor is not and on completion will not be a non-resident of the Province of Ontario for the purposes of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Assignor shall deliver to the Assignee a statutory declaration that Assignor is not then a non-resident of Canada;

(b) provided that if the Assignor is a non-resident under the non-residency provisions of the Income Tax Act, the Assignee shall be credited towards the Purchase Price with the amount, if any, necessary for Assignee to pay to the Minister of National Revenue to satisfy Assignee's liability in respect of tax payable by Assignor under the non-residency provisions of the Income Tax Act by reason of this sale. Assignee shall not claim such credit if Assignor delivers on completion the prescribed certificate.

11. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Assignee.

12. PROPERTY ASSESSMENT: The Assignee and Assignor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Assignee and Assignor agree that no claim will be made against the Assignee or Assignor, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

13. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Assignor and Assignee or by their respective lawyers who may be specifically authorized in that regard.

14. TENDER: Any tender of documents or money hereunder may be made upon the Assignor or Assignee or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

15. APPROVAL OF THE AGREEMENT: In the event that consent to this Assignment is required to be given by the seller in the Agreement of Purchase and Sale attached hereto in Schedule C, the Assignor will apply, at the sole expense of the Assignor, forthwith for the requisite consent, and if such consent is refused, then this agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Assignee.

16. AGREE TO CO-OPERATE: Except as otherwise expressed herein to the contrary, each of the Assignor and Assignee shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Assignment.

17. DEFAULT BY SELLER: The Assignee and Assignor acknowledge and agree that if this Assignment Agreement is not completed due to the default of the seller for the Agreement of Purchase and Sale (Schedule C) that is the subject of this Assignment, the Assignor shall not be liable for any expenses, losses or damages incurred by the Assignee and this Assignment Agreement shall become null and void and all moneys paid by the Assignee under this Assignment Agreement shall be returned to the Assignee in full without interest.

18. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice.

19. CONSUMER REPORTS: The Assignee is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

20. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Assignment (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Assignment including any Schedule attached hereto, shall constitute the entire agreement between Assignee and Assignor. There is no representation, warranty, collateral agreement or condition, which affects this Assignment other than as expressed herein. This Assignment shall be read with all changes of gender or number required by the context.

21. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF ASSIGNEE(S):

CL

INITIALS OF ASSIGNOR(S):

Y.A



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22. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) X *CMC* DATE 27/09/2017
(Seal)

(Witness) _____ DATE _____
(Assignee) (Seal)

I, the Undersigned Assignor, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) *[Signature]* DATE 29-9-2017
(Assignor) (Seal)

(Witness) _____ DATE _____
(Assignor) (Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at 2 a.m./p.m. this 29th day of Oct, 2017.

[Signature]
(Signature of Assignor or Assignee)

INFORMATION ON BROKERAGE(S)

Listing Brokerage **RE/MAX REALTY SPECIALISTS INC.** Tel. No. (905) 828-3434
ARA MARGOS

Co-op/Buyer Brokerage **RE/MAX REALTY SPECIALISTS INC.** Tel. No. (905) 828-3434
ARA MARGOS

(Salesperson / Broker Name)

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Assignment Agreement and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Assignment Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Assignor) *[Signature]* DATE 29-9-2017 X *CMC* DATE 27/09/2017
(Assignee)

(Assignor) _____ DATE _____
Address for Service _____ Tel. No. _____
(Assignee) _____ DATE _____
Address for Service _____ Tel. No. _____

Assignor's Lawyer _____ Tel. No. _____
Address _____
Email _____

Assignee's Lawyer _____ Tel. No. _____
Address _____
Email _____

Tel. No. _____ FAX No. _____
Tel. No. _____ FAX No. _____

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Cooperating Brokerage shown on the foregoing Assignment Agreement:

In consideration for the Co-operating Brokerage procuring the foregoing Assignment Agreement, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Assignment Agreement.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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**Schedule A
Assignment of Agreement of
Purchase and Sale - Condominium****Form 150**
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

ASSIGNEE, Li, Charles, and

ASSIGNOR, Yousif Akoob

for the purchase and sale of #3307-4011 BRICKSTONE MEWS Mississauga, On L5B 0J7

L5B 0J7 dated the 27 day of September, 2017

BALANCE OF PAYMENT UNDER THIS ASSIGNMENT AGREEMENT: The Assignee will deliver the balance of payment for this Assignment Agreement as more particularly set out in item 6. on Schedule B, subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System, to the Assignor prior to completing the transaction in the Agreement of Purchase and Sale attached hereto as Schedule "C" to be held in trust without interest pending completion or other termination of the Agreement of Purchase and Sale attached hereto as Schedule "C".

Balance of payment under this assignment agreement: The assignee will deliver the balance of payment for this assignment agreement as more particularly set out in item 6. On schedule "B", subject to adjustments, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the large valued transfer system, to the assignor prior to completing the transaction in the agreement of purchase and sale attached hereto as Schedule "C" to be held in trust without interest pending completion on other termination of the agreement of purchase and sale attached hereto as schedule "C."

Assignor agrees to pay for all the fees to assignee the agreement of purchase and sale to the new assignee.

This offer is conditional upon the approval of the terms hereof by the assignee's solicitor. Unless the Buyer gives notice in writing delivered to the Assignor personally or in accordance with any other provisions for the delivery of notice in this agreement of purchase and sale or any schedule hereto not later than 11:59 p.m. On the fifth (5) banking day (excluding Saturdays, Sundays and statutory holidays) from the date of acceptance of this agreement, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the assignee in full without deduction. This condition is included for the benefit of assignee and may be waived at the assignee's sole option by notice in writing to the assignor as aforesaid within the time period stated herein.

This offer is conditional upon the approval of the terms hereof by the Builder. Unless the assignor gives notice in writing delivered to the assignee personally or in accordance with any other provisions for the delivery of notice in this agreement of purchase and sale or any schedule thereto not later than Ten (10) banking days (excluding Saturdays, Sundays and Statutory Holidays) from the date of acceptance of this agreement that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Assignee in full without deduction. This condition is included for the benefit of the assignee and may be waived at the Assignee's sole option by notice in writing to the assignor as aforesaid within the time period stated herein.

This form must be initiated by all parties to the Assignment of Agreement of Purchase and Sale.

INITIALS OF ASSIGNEE(S): CL

INITIALS OF ASSIGNOR(S): Y. A

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Assignment of Agreement of Purchase and Sale - Condominium**Form 150**

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

ASSIGNEE, Li, Charles, and**ASSIGNOR,** Yousif Akoobfor the purchase and sale of #3307 -4011 BRICKSTONE MEWS Mississauga, On L5B 0J7L5B 0J7dated the 27 day of September, 2017
The Assignee and Assignor agree that the calculation of funds to be paid for this Assignment Agreement, subject to adjustments, is as set out in the following items:

1. Total Purchase Price including the original Agreement of Purchase and Sale and this Assignment Agreement:
\$ 499,000.00
2. Purchase Price of original Agreement of Purchase and Sale as indicated in Schedule C:
\$ 387,900.00
3. Deposit(s) paid by Assignor to the seller under the original Agreement of Purchase and Sale as indicated in Schedule C, to be paid by the Assignee to the Assignor as follows:
\$ 58,185.00

Upon acceptance of this Assignment Agreement and receipt of consent to assign from original seller, if applicable)
(Upon occupancy by the Assignee and receipt of consent to assign from the original seller, if applicable)
(Upon final closing of original Agreement of Purchase and Sale and this Assignment Agreement)

4. Payment by Assignee to Assignor for this Assignment Agreement:
\$ 111,100.00
5. Deposit paid under this Assignment Agreement (in accordance with Page 1 of this Assignment Agreement):
\$ 15,000.00
6. Balance of the payment for this Assignment Agreement:
\$ 96,100

INITIALS OF ASSIGNEE(S): CLINITIALS OF ASSIGNOR(S): Y.A

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