

Worksheet
Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Tower : Block 9 North Date : 3rd March 19
Suite : 1509 Completed by :

Please mark if completed:

- ☒ Copy of Assignment Amendment
- ☒ Assignment Agreement Signed by both Assignor and Assignee
- ☒ Certified Deposit Cheque for Top up Deposit to 0.00 % payable to Aird & Berlis LLP (In Trust).

- ☒ Certified Deposit Cheque of \$ 0.00 for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Nine New Development Partnership.
- ☐ Courier to at Amacon head office (Toronto).
- ☒ Agreement must be in good standing Funds in Trust \$ 59,535.00 as of Feb 25/2019

Assignors Solicitors information

Randall R. Friedland, Barrister and Solicitor
2200 Yonge St. 1301 Toronto, Ontario M4S-2C6
416-932-4969 Fax: 416-932-0541

Assignees Solicitors information

Sarah Razzouk
310-2600 Edenhurst Drive, Mississauga, ON, L5A 3Z8
T. (905) 232.1095 F. (905) 232.1096

- ☐ 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 customercaret@amacon.com

- ☒ Include Fintrac for Assignee
- ☒ Copy of Assignees ID
- ☒ Copy of Assignees Mortgage Approval

The Assignee can close at occupancy closing as long as all of the Attune have been completed and submitted.

NOTE

Once all of the above is completed, email the full package immediately to for execution of the Assignment agreement. will execute and the Amacon admin team will forward it immediately to email.

The Parkside Admin team must courier the full hardcopy package to office.

Please remember that the Assignment fee cheque should be couriered to AMACON.

BLOCK
NINE
NORTH

SUITE 1509 UNIT 9 LEVEL 14

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 3rd day of March 2019.

A M O N G:

EMAN MOHAMED A AL-RABI and ZIAD K S AL-BAWALIZ
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

AKRAM SAID AWAD
(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 2nd day of November, 2015 and accepted the 3rd day of November, 2015 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 9, Level 14, Suite 1509, together with One Parking Unit(s) and One Storage Unit(s) in the proposed condominium known municipally as 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 are of which hereby acknowledged, the parties hereby agree as follows:

- 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;
- 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.
- 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.
- 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.
- 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

 A.P. E.R. X
Z.B.

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 Amacon City Centre Nine New Development Partnership. upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of \$0.00 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 3rd day of March 2019

Witness

(Assignor)

Witness

(Assignor)

Witness

(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

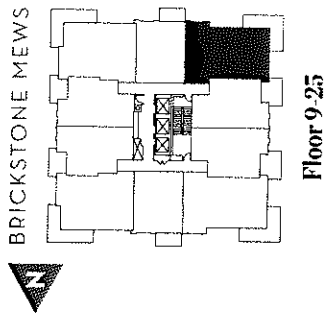
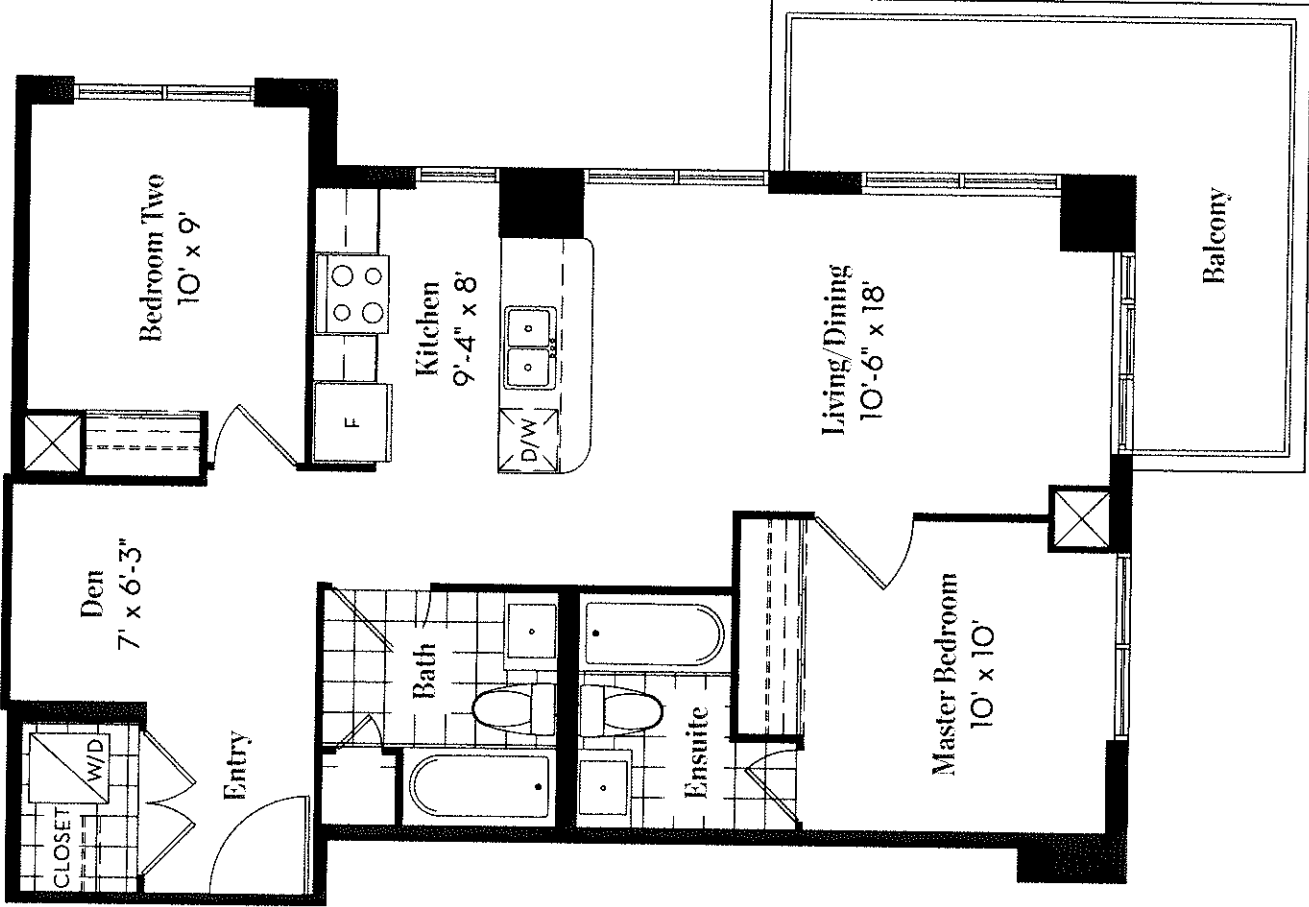
ASSIGNOR

NAME : EMAN MOHAMED A AL-RABI and ZIAD K S AL-BAWALIZ
DATE OF BIRTH : 1970-10-03 //// 1969-06-24
SIN : 538-823-363 //// 568-823-322
ADDRESS : 98 Lillian St 2218
: Toronto, Ontario M4S 0A5
Tel :
Cell : (647) 833-2544
Facsimile : (905) 752-9909
E-mail : eman_rabi@yahoo.com //// ziadbawaliz@yahoo.com
ASSIGNOR'S SOLICITOR : Randall R. Friedland, Barrister and Solicitor
ADDRESS : 2200 Yonge St. 1301 Toronto, Ontario M4S-2C6
Tel / Facsimile : 416-932-4969 Fax: 416-932-0541
E-mail : friedland@jodlaw.com
Cell :
:

ASSIGNEE

NAME : AKRAM SAID AWAD
DATE OF BIRTH : 1966-07-01
SIN : 512-749-417
ADDRESS : 5673 Freshwater Dr
: Mississauga, Ontario L5M 7G2
Tel :
Cell : 647-833-2544
Facsimile :
E-mail : akram_awad@yahoo.com
ASSIGNEE'S SOLICITOR : Randall R. Friedland, Barrister and Solicitor
: Sarah Razzouk
ADDRESS : 310-2600 Edenhurst Drive, Mississauga, ON, L5A 3Z8
Tel / Facsimile : T. (905) 232.1095 F. (905) 232.1096
E-mail :
Cell :
:

BLOCK
NINE
NORTH



THE **Curran** TWO BEDROOM + DEN
988 TOTAL SQ FT 838 SQ FT + 150 BALCONY SQ FT

ALL DIMENSIONS, AREAS AND DRAWINGS ARE APPROXIMATE. SIZES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
ALL ACTUAL USABLE FLOOR SPACE MAY VARY FROM THE STATED FLOOR AREA. BALCONIES SHOWN MAY CONTAIN TERRACE FLOOR TILES
AND STEP UP TO BALCONY DOOR. SUITE PURCHASED MAY BE MIRROR IMAGE OF FLOOR PLAN LAYOUT SHOWN. E&O.E. REVISED: 16 APRIL 2015



Suite 1509
AGREEMENT OF PURCHASE AND SALE **Unit 9 Level 14 - North Tower**
Floor Plan -CURRAN

The undersigned, **EMAN MOHAMED A AL-RABI and ZIAD K S AL-BAWALIZ** (collectively, the "Purchaser"), hereby agrees with Amacon Development (City Centre) Corp. (the "Vendor") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with 1 Parking Unit(s), and 1 Storage Unit(s), to be located in the proposed condominium project known as BLOCK NINE in Mississauga, Ontario, Canada (the "Building") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

1. The purchase price of the Unit (the "Purchase Price") is **Three Hundred Ninety-Six Thousand Nine Hundred (\$396,900.00) DOLLARS** inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:
 - (a) to Blaney McMurtry LLP (the "Vendor's Solicitors"), in Trust, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:
 - (i) the sum of **Two Thousand (\$2,000.00)** Dollars submitted with this Agreement;
 - (ii) the sum of **Seventeen Thousand Eight Hundred Forty-Five (\$17,845.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;
 - (iii) the sum of **Nineteen Thousand Eight Hundred Forty-Five (\$19,845.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
 - (iv) the sum of **Nineteen Thousand Eight Hundred Forty-Five (\$19,845.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and
 - (v) the sum of **Nineteen Thousand Eight Hundred Forty-Five (\$19,845.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);
- (b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.
2. (a) The Purchaser shall occupy the Unit on June 14, 2018 being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates ("TARION Statement") annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARION Statement and the TARION Delayed Occupancy Warranty Addendum (together, the "TARION Statement and Addendum") annexed hereto (the "Occupancy Date").
 - (b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARION Statement and Addendum (the "Closing Date"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A"(Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARION Statement and Addendum, which comprise this Agreement.

DATED at Mississauga, Ontario this 2 day of November 2015.
 SIGNED, SEALED AND DELIVERED)
 in the Presence of:)
 Witness: [Signature]) Purchaser: EMAN MOHAMED A AL-RABI D.O.B. 03-Oct-70 S.I.N. 538-823-363
[Signature]) Purchaser: ZIAD K S AL-BAWALIZ D.O.B. 24-Jun-69 S.I.N. 568-823-322

DATED at TORONTO this 4 day of NOVEMBER 2015.

Vendor's Solicitor:
 BLANEY MCMURTRY LLP
 2 Queen Street East, Suite 1500
 Toronto, Ontario M5C 3G5
 Attn: Tammy A. Evans

Purchaser's Solicitor:
 AMACON DEVELOPMENT (CITY CENTRE) CORP.
 PER: [Signature]
 Authorized Signing Officer
 I/We have the authority to bind the Corporation.

Addendum to Agreement of Purchase and Sale **Delayed Occupancy Warranty**

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion's MyHome on-line portal and visit Tarion's website - tarion.com, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR AMACON DEVELOPMENT (CITY CENTRE) CORP. Full Name(s) 38706 Tarion Registration Number (416) 369-9069 Phone (416) 369-9068 Fax		Suite 400, 37 Bay Street Address Toronto City Ontario Province info@amacon.com Email M5J 3B2 Postal	
PURCHASER EMAN MOHAMED A AL-RABI and ZIAD K S AL-BAWALIZ Full Name(s) 70 ROEHAMPTON AVE Apt# 1816 Address (647) 382-1805 Phone Fax		TORONTO City eman_rabi@yahoo.com Email* ONTARIO Province M4P 1R2 Postal	
PROPERTY DESCRIPTION Municipal Address Mississauga City Block 5, Plan 43M-1925, City of Mississauga Short Legal Description Postal Code			
INFORMATION REGARDING THE PROPERTY The Vendor confirms that: (a) The Vendor has obtained Formal Zoning Approval for the Building. ☐ Yes ☐ No If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained. (d) Commencement of Construction: ☐ Has occurred; or ☒ is expected to occur by June 15, 2016 The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction. *Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.			

E.R.
ZK

BLOCK NINE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
EMAN MOHAMED A AL-RABI and ZIAD K S AL-BAWALIZ (the "Purchaser")
Suite **1509** Tower **9 North** Unit **9 Level 14** (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 Zero (\$0.00) 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.

E.R.
ZK


(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 2 day of November 2015.

[Signature]

Witness:

[Signature]
Purchaser: EMAN MOHAMED A AL-RABI

[Signature]

Witness:

[Signature]
Purchaser: ZIAD K S AL-BAWALIZ

DATED at TORONTO this 4 day of NOVEMBER 2015.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]

Authorized Signing Officer

I have the authority to bind the Corporation

