

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

AYMAN AHMED ABDALLA (the "Purchaser")

Suite 3705 Tower ONE Unit 5 Level 36 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE
Paragraph 1(a).

(iii) the sum of Seventeen Thousand Three Hundred Ninety Five (\$17,395.00) 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 (120) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of Seventeen Thousand Three Hundred Ninety Five (\$17,395.00) 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 twenty (365) days following the date of execution of this Agreement by the Purchaser;

(v) the sum of Thirty Eight Thousand Six Hundred Ninety (\$38,690.00) Dollars so as to bring the total of the deposits set out in subparagraph 1 (a)(i), (ii), (iii), (iv) and (v) to twenty five (25%) percent of the purchase price on the occupancy date (as same may be extended in accordance herewith);

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE
Paragraph 1(a).

(iii) the sum of Seventeen Thousand Three Hundred Ninety Five (\$17,395.00) 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 one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser;

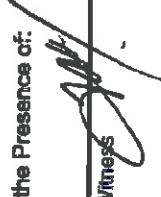
(iv) the sum of Seventeen Thousand Three Hundred Ninety Five (\$17,395.00) Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated three hundred and sixty five (365) days following the date of execution of this Agreement by the Purchaser;

(v) the sum of Seventeen Thousand Three Hundred Ninety Five (\$17,395.00) 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);

Dated at Mississauga, Ontario this 7th day of March 2012.

SIGNED, SEALED AND DELIVERED

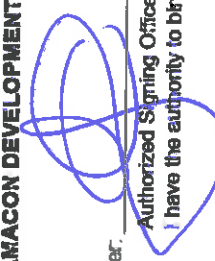
In the Presence of:


Witness


Purchaser - Ayman Ahmed Abdalla

Accepted at Mississauga this 3 day of November 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

Authorized Signing Officer
I have the authority to bind the Corporation.

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 21st day of September 2016.

AMONG:

ADHAM ABDALLA

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

KEROLLES G. SEIDAROUS

(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 6th day of March 2012 and accepted the 16th 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 05 , Level 36 , Suite 3705 , 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. ~~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 Five Hundred Dollars (\$500.00) 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 21st day of September 20 16

Witness

(Assignor)

Witness

(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: Kerolles G. Seidarous

DATE OF BIRTH: October 24/1992 552-745-341
SIN #

ADDRESS: 1198 Blueheron Blvd
Mississauga, Ontario L5V 2E1

PHONE: Tel: _____
Cell: (647) 995-5376
Facsimile: _____

E-mail: kerolles@hotmail.com

ASSIGNEE NAME: _____

ASSIGNEE

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

15/

WORKSHEET- PSV (BLOCK 7)

SALE DATE:

INCTION REP.:

TOWER: PSV SUITE: 3705 RESIDENTIAL UNIT: 5 LEVEL: 36 FLPN: Eight

PROMOTION NAME:

CO-OP AGENT:

NO YES GEN.: ☐ VIP: ☐ PC: ☐

AGENT'S NAME:

AGENT'S BROKERAGE:

PURCHASE PRICE: \$ 347,900.00 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 = 3705

From: Adham Abdalla TO: Kerolles G. Seidarous

PURCHASER #1

Kerolles G. Seidarous

First, Middle & Last Name

First, Middle & Last Name

October 24/1992

552-745-341

Date of Birth: (M/D/Y)

SIN #

Date of Birth: (M/D/Y)

SIN #

S2257-43249-21024

October 24/2018

Driver's Licence #

& Expiry Date

Driver's Licence #

& Expiry Date

1198 Blueheron Blvd

Address

Suite #

Address

Suite #

Mississauga, Ontario

L5V 2E1

City/Province

Postal Code

City/Province

Postal Code

(647) 995-5376

Phone: Day Time

Phone: Night Time

Phone: Day Time

Phone: Night Time

georgefayek17@hotmail.com

Email

Email

PURCHASER'S SOLICITOR

Mark S. Taborowski

Solicitor's Name

1900 Dundas Street West Suite #242

Address

C/O Vanida Hannan

Firm

City
905.855.7175

Phone Number

905-306-1044

Fax Number

Mississauga L5K 1P9

Postal Code

vanida@thelegalteam.ca

Email

Suite No.

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

REALTOR®

AMACON

LIVE WELL

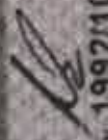


PARKSIDE
VILLAGE
MISSISSAUGA



Driver's Licence
Permis de conduire

ON
CANADA



1 NAME / NOM
SEIDAROUS,
KEROLLES,G
2 1198 BLUEHERON BLVD
MISSISSAUGA, ON, L5V 2E1
43 NUMBER /
NUMERO
S2257 - 43249 - 21024
44 ISS/ DÉL
2015/12/21
45 DO/ REF
DJ1571967
46 SEX/ SEXE
M
47 CLASS/ CATÉ
G
48 REST/ COND
.
.
.
.
3 DOB/ DON
1992/10/24
49 EXPI/ EXP
2018/10/24
50 HGT/ HAUT
172 cm



Government
of Canada



Gouvernement
du Canada

SOCIAL
INSURANCE
NUMBER

NUMÉRO
D'ASSURANCE
SOCIALE

552 745 341

KEROLLES GEORGE SEIDAROUS



**CIBC Pre-Approved
Mortgage Certificate**

Number: CLASS#987188

Issue Date October 25/2016.
Effective From October 25/2016.

Expiry Date October 1/2017.

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

TO CERTIFY THAT

KEROLLES G. SEIDAROUS

PSV - Tower One - Block 7 - Unit 05 - Level 36 - Suite 3705

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

\$347,900.00
\$52,185.00
\$295,715.00

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

Mortgage Loan Type
Mortgage Loan Term
Posted Interest Rate

5 Year Fixed Closed
5 Years
5.00 %

Monthly Payment (Principal & Interest Payments Only)
Amortization

\$1,750.00
25

Thank you for your business
Adnan Chaltaf
Mortgage Advisor
(416) 558-8810

This certificate only applies to the purchase of a residential owner-occupied 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 Mortgages & Lending and Genworth Financial Mortgage Insurance Company, Genworth Canada Mortgage and Housing Corporation approval (if applicable).

Note: This certificate does not apply to refinances and equity loans.

Customer Signatures: _____

RATE INFORMATION

- For fixed-rate mortgage loans, your quoted rate is guaranteed not to increase provided the mortgage loan amount is fully advanced on or before the Expiry Date of this Certificate. Your interest rate will be determined on the date funds are advanced and you will receive the lower of the interest rate indicated on this Certificate and the interest rate posted for the selected mortgage loan type and term on the date funds are advanced. Interest is calculated semi-annually, not in advance.
- 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 in effect as at 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.



Ontario Real Estate
Association

Form 150

for use in the Province of Ontario

Assignment of Agreement
of Purchase and Sale
Condominium

Toronto
Real Estate
Board

This Assignment of Agreement of Purchase and Sale dated this 21st day of September 2016

ASSIGNEE, Kerolles G. Seidarous

(Full legal names of all Assignees)

, agrees to purchase from

ASSIGNOR, Adham Abdalla

(Full legal names of all Assignors)

, the following

THE ASSIGNOR'S INTEREST IN THE REAL PROPERTY:

o unit in the condominium property located at PSV - Tower One - Block 7 - Unit 05 - Level 36 - Suite 3705

in the City of Mississauga, Ontario

being

Unit No. 05 Level No. 36 Condominium Plan No. to be determined

Building No. to be determined known as Apartment No. 3705 together with ownership
(Apartment/Townhouse/Suite/Unit)

or exclusive use of Parking Space(s) to be determined (Number(s), Level(s)), together with ownership or exclusive use of

Locker(s) to be determined (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 the 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".

PURCHASE PRICE:

Three Hundred Forty-Seven Thousand Nine Hundred Dollars (CDN\$) 347,900.00

Dollars

DEPOSIT: Assignee submits. Upon acceptance

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

Fifty-Two Thousand One Hundred Eighty-Five

Dollars (CDN\$) 52,185.00

by negotiable cheque payable to Ayman Abdalla
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 Assignment.

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),

Schedule C, attached hereto form(s) part of this Agreement.

INITIALS OF ASSIGNEE(S):

Ky

INITIALS OF ASSIGNOR(S):

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1. **IRREVOCABILITY:** This offer shall be irrevocable by Assignee [Assignor/Assignee] until 11:59 p.m. on

the 21st day of September 2016, 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.: FAX No.:
[For delivery of Documents to Assignor] [For delivery of Documents to Assignee]

Email Address: Email Address:
[For delivery of Documents to Assignor] [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 the 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):

YJ

INITIALS OF ASSIGNOR(S):

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10. RESIDENCY: (a) Subject to (b) below, the Assignor represents and warrants that the Assignor is not and on completion will not be a non-resident under the non-residency provisions 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 lender 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): 

INITIALS OF ASSIGNOR(S): 



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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)

(Assignee)

DATE

(Seal)

(Witness)

(Assignee)

DATE

(Seal)

I, the Undersigned Assignor, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the broker(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 broker(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Assignor)

DATE

(Seal)

(Witness)

(Assignor)

DATE

(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 9:00 p.m. this 21st day of September 2016

(Signature of Assignor or Assignee)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

Tel.No.

(Salesperson / Broker Name)

Co-op/Buyer Brokerage

Tel.No.

(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) DATE Sep 21/16

(Assignee)

DATE

(Assignor) DATE

(Assignee)

DATE

Address for Service

Address for Service

Assignor's Lawyer

Tel.No.

Address

Assignee's Lawyer

Email

Address

Email

Email

Tel.No.

Tel.No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating 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 Cooperating Brokerage)

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

ASSIGNEE, Kerolles G. Seidarous, and

ASSIGNOR, Adham Abdalla

for the purchase and sale of PSV - Tower One - Block 7 - Unit 05 - Level 36 - Suite 3705 Mississauga, Ontario

dated the 21st day of September, 2016
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: \$ 347,900.00
2. Purchase Price of original Agreement of Purchase and Sale as indicated in Schedule C: \$ 347,900.00
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: \$ 52,185.00

Upon final closing of original Agreement of Purchase and Sale and this Assignment Agreement

(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: \$ 52,185.00
5. Deposit paid under this Assignment Agreement (in accordance with Page 1 of this Assignment Agreement): \$ 52,185.00
6. Balance of the payment for this Assignment Agreement: \$ 0.00

INITIALS OF ASSIGNEE(S): KS

INITIALS OF ASSIGNOR(S):