



ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 14 day of January 2017.

A M O N G:

MANELI MOGHADDAM AND MONIR NOORAEI

(hereinafter called the "Assignor")

OF THE FIRST PART:

- and -

ARIO MOGHADDAM

(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 9 day of June 2012 and accepted the 9 day of June 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 4, Level 16, Suite 1704, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV2 510 Curran Place, Mississauga, Ontario L5B 0J8 (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 solicitor's trust account to Blaney McMurtry, LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Zero Dollars (\$0.00).
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 14th day of January 2017.

Witness

MANELI MOGHADDAM

(Assignor)

Witness

MONIR NOORAEI

(Assignor)

Witness

ARIO MOGHADDAM (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: ARIO MOGHADDAM

DATE OF
BIRTH 1984 /01/16

SIN #
ADDRESS: 400 LUZON CR
MISSISSAUGA, ONTARIO L5B 3W8

PHONE: Tel: 416-809-5589
Cell: _____

Facsimile: _____
E-mail: ~~arioamam@gmail.com~~ *arioamam@gmail.com*
~~ARIOAMAM@GMAIL.COM~~

ASSIGNEE'S
SOLICITOR:

NAME: WEIR NAKON BARRISTERS & SOLICITORS
EDWARD P. NAKON

ADDRESS: 710-1290 CENTRAL PARKWAY WEST
MISSISSAUGA, ONTARIO
L5C 4R3

PHONE: Bus: 905-279-7930 EXT # 226
Facsimile: 905-279-3421

E-mail: NAKON@WEIRNAKON.COM

[Handwritten signatures]

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: ARIO MOGHADDAM

DATE OF
BIRTH 1984 /01/16

ADDRESS: SIN #
400 LUZON CR
MISSISSAUGA, ONTARIO L5B 3W8

PHONE: Tel: 416-809-5589
Cell: _____
Facsimile: _____

E-mail: ariomam@gmail.com
ARIOMAM@GMAIL.COM

Handwritten signature/initials

ASSIGNEE'S
SOLICITOR:

NAME: WEIR NAKON BARRISTERS & SOLICITORS
EDWARD P. NAKON

ADDRESS: 710-1290 CENTRAL PARKWAY WEST
MISSISSAUGA, ONTARIO
L5C 4R3

PHONE: Bus: 905-279-7930 EXT # 226
Facsimile: 905-279-3421

E-mail: NAKON@WEIRNAKON.COM

Handwritten signatures and initials at the bottom of the page

INDIVIDUAL IDENTIFICATION INFORMATION RECORD
Information required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

Vendor: **AMACON DEVELOPMENT (CITY CENTRE) CORP.**

Lot/Suite #: 1704 Phase/Tower: **TWO** Plan No.:

Street: 510 Curran PL

Date of Offer: Jan 14 16 Assignment

Sales Representative: IN2ition

Verification of Individual

1. Full Legal Name of Individual: Aria Meghadam
2. Address: 400 Luzon Cr.
Mississauga L5B 3W8
3. Date of Birth: 1984, Jan 16
4. Principal Business or Occupation: Realtor
5. Identification Document (must see original): Driver's Licence
6. Document Identification Number: M6151-05808-40116
7. Issuing Jurisdiction: Ontario
8. Document Expiry Date (must not be expired): 2022/01/16

NOTE: This section must be completed for each purchaser. If the individual refuses to provide information must make a record of same detailing what efforts were made to get such information.

Acceptable Identification Documents: birth certificate, driver's licence, passport, record of landing, permanent resident card, old age security card, certificate of Indian Status or SIN card (although SIN numbers are NOT to be provided to FINTRAC). If the identification is from a foreign jurisdiction should be equivalent to one of the above noted documents. Provincial health card NOT an acceptable form of identification.

Verification of Third Parties (if applicable)

Note: Must be completed with a client or unrepresented individual if acting on behalf of a third party. If you suspect the client is acting on behalf of a third party but cannot verify same you must keep record of that fact.

1. Name of third Party: _____
2. Address: _____
3. Date of Birth: _____
4. Principal Business or Occupation: _____
5. Incorporation number and place of issue (corporations/other entities only) _____
6. Relationship between third party and client: _____

