

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 12th day of December 2016.

A M O N G:

SAIF-AL-DIN YOUNIS

(hereinafter called the "Assignor")

OF THE FIRST PART:

- and -

RAY ISAAC and RAWA ISAAC

(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 7th day of March 2012 and accepted the 7th day of March 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the "Agreement"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 02, Level 10, Suite 1002, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as PSV, 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.

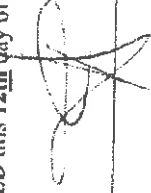
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7. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. 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 (\$0.00) 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 12th day of December 2016.

Witness



Witness

SAIF-AL-DIN YOUNIS (Assignor)



Witness



Witness

RAY ISAAC (Assignee)



Witness



RAWA ISAAC (Assignee)



AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per:

Name: STEPHANIE BABINEAU

Title: DIRECTOR, SALES AND
MARKETING

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME:

Ray Isaac

DATE OF
BIRTH

1963/04/16

YYYYMMDD

SIN #

ADDRESS:

31 La France Road
Brampton, ON, L6S 3V7

PHONE:

Tel:

Cell: 416-399-9474

Facsimile: _____

E-mail:

rayisaac@yahoo.ca

ASSIGNEE

NAME:

Rawa Isaac

DATE OF
BIRTH

1969/05/29

YYYYMMDD

SIN #

ADDRESS:

31 La France Road
Brampton, ON, L6S 3V7

PHONE:

Tel:

905-280-8047

Cell: 416-399-6406

Facsimile: _____

E-mail:

rawa.isaac@yahoo.ca

ASSIGNEE'S
SOLICITOR:

NAME:

~~Ray~~ Gord Mohan

ADDRESS:

PHONE:

Bus:

905-712-1911

Facsimile:

905-712-4673

E-mail:

Ontario
Permis de conduire
CANADA

MAURITON
ISAC
RAY
31 LA FRANCE ROAD
BRAMPTON, ON, L6S 3V7

NUMBER/
NUMERO 18001 - 64206 - 30916

EXPIRATION
DATE 2013/06/18 4b EXP / EXP 2017/06/18

DOB
DATE 06/09/1953 16 HGT / HAUT 178 CM

SEX
SEXE M

CLASS
CLASSE B

ISSUANCE
DATE 06/09/18

06/09/18

Ontario
Driver's License
Permis de conduire
CANADA

MAURITON
ISAC
RAYA
31 LA FRANCE RD
BRAMPTON, ON, L6S 3V7

NUMBER/
NUMERO 18001 - 64206 - 95529

EXPIRATION
DATE 2013/09/16 4b EXP / EXP 2018/09/16

DOB
DATE 09/05/1969 16 HGT / HAUT 165 CM

SEX
SEXE F

CLASS
CLASSE B

ISSUANCE
DATE 09/05/16

09/05/16

88

CONTINUING POWER OF ATTORNEY FOR PROPERTY

THIS CONTINUING POWER OF ATTORNEY FOR ASSIGNMENT is given by SAIF AL-DIN YOUNIS

APPOINTMENT OF ATTORNEY

I, SAIF AL-DIN YOUNIS, residing at revoke any previous continuing power of attorney for assignment made by me and APPOINT ALAA YOUSIF who's work address is 6677 Meadowvale Town Centre Circle, Mississauga, Ontario, L5N 2R5 to be my attorney for the Assignment of the Agreement of Purchase and Sale of Parkside Village Tower 1, Unit 1002, Mississauga, Ontario located in the Province of Ontario, in Canada. ALAA YOUSIF will be my attorney for the purposes of signing the Assignment documents, signing all legal documentation required before a solicitor and providing any and all information as required, and any other duties that may be required for the successful assignment of the Agreement of Purchase and Sale.

PURPOSE

The purpose for this Continuing Power of Attorney is for Assignment by ALAA YOUSIF of Parkside Village Tower 1, Unit 1002, Mississauga, Ontario located in the Province of Ontario, in the country of Canada. ALAA YOUSIF will be my attorney for the purposes of signing the Assignment documents, signing all legal documentation required before a solicitor and providing any and all information as required, and any other duties that may be required for the successful assignment of the Agreement of Purchase and Sale.

CONTINUING POWER

I AUTHORIZE my attorney for above mentioned property to act on my behalf, and to do anything that I can lawfully do by an attorney, and specifically anything in respect of my property mentioned above that I could do if capable of assigning and/or managing of my property, except make a will, subject to the law and to any conditions or restrictions contained in this document is as follows:

In accordance with the Powers of Attorney Act, I declare that this Power of Attorney may be exercised during any subsequent legal incapacity on my/our part. This indicates my intentions that this document will be a continuing Power of Attorney for property under the *Substitute Decisions Act 1992* and may be used during my incapacity to manage property.

(Continued on page 2)

EFFECTIVE DATE

Unless otherwise stated in this document, this continuing Power of Attorney for Assignment will come into effect on the date it is signed and witnessed.

COMPENSATION

I authorize my attorneys and my attorneys have agreed to accept no compensation for any work done by them pursuant to this Power of Attorney for Assignment.

I have no reason to believe that the grantor is incapable of giving a Continuing Power of Attorney for Assignment, or making decisions in respect of which instructions are contained in this Power of Attorney. I have signed this Power of Attorney in the presence of a person whose name appears below and in the presence of each other.

DATED at Edmonton this 19th day of December 2016



SAIF AL-DIN YOUNIS

WITNESSED BY:

Witness Signature

Name:

Address:



BILLAL AHMED SALEEM

STUDENT-AT-LAW

NOTARY PUBLIC/COMMISSIONER FOR OATHS
IN AND FOR ALBERTA

Witness Signature

Name:

Address:



SHARIF A. ISSAWI
STUDENT-AT-LAW/
NOTARY PUBLIC/COMMISSIONER FOR OATHS
IN AND FOR ALBERTA

AFFIDAVIT OF EXECUTION

I, **BILLAL A. SALEEM**, of Edmonton, Alberta, swear that:

1. I was personally present and saw **SAIF AL-DIN YOUNIS**, named in the within instrument, who, on the basis of the identification provided to me, I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said person and they are of the full age of eighteen years.

SWORN before me at the City of
Edmonton, in the Province of Alberta, this
19th day of December, 2016.



A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA



BILLAL A. SALEEM

LISANNE SCHULTZ
COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
MY COMMISSION EXPIRES: SEPT. 6, 2017

AFFIDAVIT OF EXECUTION

I, SHARIF ISSAWI, of Edmonton, Alberta, swear that:

1. I was personally present and saw SAIF AL-DIN YOUNIS, named in the within instrument, who, on the basis of the identification provided to me, I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said person and they are of the full age of eighteen years.

SWORN before me at the City of)
Edmonton, in the Province of Alberta, this)
19th day of December, 2016.)



A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA)



SHARIF ISSAWI

LISANNE SCHULTZ
COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
MY COMMISSION EXPIRES: SEPT. 6, 2017



The Toronto-Dominion Bank

100 CITY CENTRE DRIVE
MISSISSAUGA, ON L5B 2C9

80266723

2016-12-09
YYYYMMDD

DATE

93-80266723

Transit-Serial No.

Pay to the Order of BLANEY MCMURTRY LLP, IN TRUST

\$ *****17,145.00

SEVENTEEN THOUSAND ONE HUNDRED FORTY FIVE**00/100

Authorized signature required for amounts over CAD \$5,000.00

Re *PSVANT # 1002*

Canadian Dollars

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

1010
Number

Authorized Officer

Countersigned

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈80266723⑈ ⑆09612004⑆

⑈3808⑈

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