

Worksheet

Standard Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy

Suite: 3410 Tower: PSV 2 Date: Feb 28/17 Completed by: Ivan

Please mark if completed:

- ☒ Copy of Assignment Amendment
- ☒ Assignment Agreement Signed by both Assignor and Assignee
- ☒ Certified Deposit Cheque for Top up Deposit to 25% 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).
- ☒ Agreement must be in good standing. Funds in Trust: \$ 46,624.39 (15%)
- ☒ 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 customercaretoto@amacon.com
- ☒ Include Fintrac for Assignee
- ☒ Copy of Assignees ID
- ☒ Copy of Assignees Mortgage Approval → Assignee needs executed agreement for Assignee.
- ☒ The Assignee can close at occupancy closing as long as all of the Above items have been completed and submitted

Note:

Once all of the above is completed, email the full package immediately to Stephanie for execution of the Assignment agreement. Stephanie will execute and the Amacon admin team will forward immediately to Blaney via email. The Parkside Admin team must courier the full hardcopy package to Blaney McMurtry's office. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

- Mortgage Approval required (Assignee first needs
- Assignee lives in Amman, Jordan agreement to get approval

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**ASSIGNMENT**

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

MAHA AL-DAHWE (the "Purchaser")

Suite **3410** Tower **TWO** Unit **10** Level **33** (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.

- (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 21st day of June 2012.


Witness: _____


Purchaser: **Maha Al-Dahwe**

DATED at Mississauga this 22 day of June 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: _____

Authorized Signing Officer

I have the authority to bind the Corporation

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 12 day of January, 2017 BB M.D. 2016:

A M O N G:

MAHA AL-DAHWE

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

AHMED KHUDHAIR GHITHWAN

(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 day of and accepted the day of 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 10 , Level 33 , Suite 3410, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as Px 2, 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. *M.D. BB*
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 12 day of January 2017.

Ivan Cosic
Witness

Maha Al-Dahwe
(Assignor) MAHA AL-DAHWE

Witness

(Assignor)

Subasi
Witness

Ahmed Khudhair Githwan
(Assignee) AHMED KHUDHAIR GITHWAN

Witness

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE)
INC.

Per: *[Signature]*
Name:
Title: **Authorized Signing Officer**

I have authority to bind the Corporation

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Ahmed Ikhdhair Ghtwan

DATE OF
BIRTH

1970-02-06

ADDRESS:

YYYYMMDD

SIN #

PHONE:

Tel: + 961 71 657956 - Ahmed 416 727-5899
Cell: _____
Facsimile: _____

E-mail:

ahmedalmstawi@hotmail.com

ASSIGNEE

NAME:

occupation: Singer

DATE OF
BIRTH

Sam4C@bellnet.ca

ADDRESS:

YYYYMMDD

SIN #

PHONE:

Tel: _____

Cell: _____

Facsimile: _____

E-mail:

ASSIGNEE'S
SOLICITOR:

NAME:

John Sedrak

ADDRESS:

Nomos Law

PHONE:

Bus: 905 - 232-1529

Facsimile:

E-mail:

john@nomoslaw.ca

Contact Alaa for mortgage + lawyer

10358 (1215)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

2955 EGLINTON AVENUE WEST
MISSISSAUGA, ON L5M 6J3

79843606

DATE

2016-12-17

YYYYMMDD

Transit-Serial No. 1305-79843606

Pay to the
Order of BLANEY MCMURTRY LLP IN TRUST

\$ *****15,195.00

FIFTEEN THOUSAND ONE HUNDRED NINETY FIVE**00/100

Canadian Dollars

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

Re Suite 3410 PSV2 (additional 5%)

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

Authorized Officer

Countersigned

22719
Number

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

⑈79843606⑈ ⑆09612⑈004⑆

⑈3808⑈

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 #: 3410 Phase/Tower: **TWO** Plan No.: **DECO**

Street: _____

Date of Offer: June 21 2012.

Sales Representative: Indition Realty

Verification of Individual

1. Full Legal Name of Individual: AHMED KHUDHAIR GHTWAN
2. Address: Amman, Jordan
3. Date of Birth: 1970-02-06
4. Principal Business or Occupation: SINGER
5. Identification Document (must see original): PASSPORT
6. Document Identification Number: A3964258
7. Issuing Jurisdiction: Iraq
8. Document Expiry Date (must not be expired): 2020-02-23

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: _____

SIGNATURE OF PASSPORT HOLDER

TEL.

تلفون تہ فون

3470 PSVZ

دائرة

الكاتب العدل في بيروت

صاحب عامل حضانة عقارية مستدامة

الحضرة - الشارع الرئيسي - ستر النجدي

أغويوت كفة الوكالة العقارية المستدامة من قبل أحمد خضير غوث

هاتف : ٧٤٣٣٧٤ - ٠١/٢٢١٤٤٦٦

تعيين محام



CONTINUING POWER OF ATTORNEY FOR PROPERTY

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY

given by Ahmed Khudair GHTHWAN

APPOINTMENT OF ATTORNEY

I, **Ahmed Khudair GHTHWAN**, residing at Beirut, Hamra, Sunrise bldg. 4th fl. , revoke any previous continuing power of attorney for property made by me and **APPOINT Basam Betou** (Date of Birth: 30/06/1977) who is a resident at BEAUVISTA CRT. WOODBRIDGE ON L4H 3G6 Canada to be my attorney for the purchase, management and maintenance of any property located in the Province of Ontario, in Canada, particularly "Apartment Parkside Village Project psv2 Unit 3410". Furthermore, he will be my attorney for the purposes of signing the Agreement of Purchase, dealing with banks for the purposes of the approval of a mortgage and/or obtaining funds from said bank, signing all legal documentation required before a solicitor and providing any and all information as required, corresponding with and setting up accounts with the utility companies for the maintenance of the property and any other duties that may be required for the purchase, management and maintenance of the property.

PURPOSE

The purpose for this Continuing Power of Attorney is for purchase, management and maintenance by **Basam Betou** of **any property** located in the Province of Ontario, in the country of Canada. **Basam Betou** will be my attorney for the purposes of signing the Agreement of Purchase, dealing with banks for the purposes of the approval of a mortgage and/or obtaining funds from said bank, signing all legal documentation required before a solicitor and providing any and all information as required, corresponding with and setting up accounts with the utility companies for the maintenance of the property and any other duties that may be required for the purchase, management and maintenance of the property.

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 buying 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.

EFFECTIVE DATE

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

الغرض

إن غرض هذه الوكالة المستدامة هي شراء وإدارة وصيانة أي ملكية عقارية واقعة في مقاطعة أونتاريو، كندا من قبل بسم بيتو. سيكون بسم بيتو موكل لأغراض توقيع اتفاقية شراء، والتعامل مع البنوك من أجل الموافقة على رهن و/أو الحصول على الأموال من البنوك الأتفة الذكر، وتوقيع جميع الوثائق القانونية المطلوبة من المحامي وتقديم المعلومات على النحو المطلوب، ومراسلة وفتح حسابات مع شركات المرافق العامة لصيانة ملكية العقارية وأي أفعال قد تكون لازمة لشراء، وإدارة وصيانة العقارات.

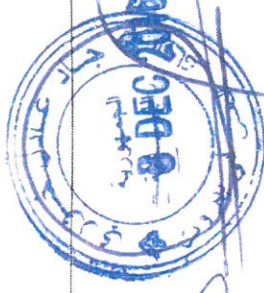
وكالة مستدامة

أبني أفوض وكلي بخصوص الملكية العقارية المذكورة لنوب علي ويقوم بأني فعل قانوني تجزئه هذه الوكالة، لاسيما أي شيء يتعلق بالملكية المذكورة أعلاه والذي يمكنني فعله، في حال قدرتي على شرائها و/أو إدارتها، باستثناء تنظيم وصية وفق القانون وأي شروط أو قيود في هذا المستند على هذا النحو.

وفقاً لقانون الوكالات، أصرح أن هذه الوكالة يمكن أن تنفذ في حال وجود أي عجز قانوني لاحق من جانبي، وهذا يبين نيتي في جعل هذا السند وكالة عقارية مستدامة بموجب قانون القرارات البديلة 1992 ويمكن استخدامها في حال عجزني لإدارة العقار.

تاريخ التنفيذ

ما لم يرد خلافًا لذلك في هذا السند، يسري مفعول هذه الوكالة العقارية المستدامة عند تاريخ توقيعها والتصدق عليها.



Handwritten signature in blue ink.

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 property.

I have no reason to believe that the grantor is incapable of giving a Continuing Power of Attorney for property, or making decisions in respect of which instructions are contained in this Power of Attorney. I have signed this Power of Attorney.

DATED at **8 DEC 2016** day of **2016**

التعويض

وضعت وكلي الذي وافق على القيام بأي عمل من دون مقابل، بموجب هذه حالة العقارية المستندة. من لدي أي سبب للاعتقاد بأن المانع غير قادر على إعطاء وكالة عقارية مستندة أو اتخاذ قرارات في ما يتعلق بالتعليمات المشمولة في هذه الوكالة. لقد وقعت هذه الوكالة

التاريخ: **2016/**

8 DEC 2016

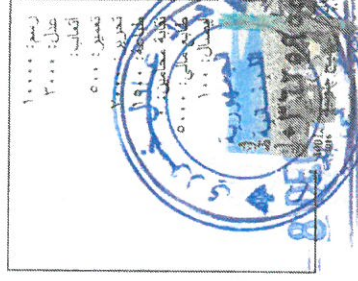
بعد الاطلاع والموافقة على المضمون

احمد خضير غثوان

ef



8 DEC 2016



عدد : ٢٠١٦/٦٩٥٤
نظر مني أنا جاد عادل خوري الكاتب العدل في بيروت للمصادقة على صحة توقيع السيد احمد خضير غثوان، والدته حمده صالح، من الجنسية العراقية، المولود في العراق - نينوى سنة ١٩٧٠ (ألف وتسعمائة وسبعين) حسب جواز سفر عليه رسمه صادر بتاريخ ٢٠١٤/٢/٢٥ - قسرب صالح لغاية ٢٠٢٢/٢/٢٨ رقم: ٢٠٢٢/٢/٢٨، المتخذ محل إقامة في بيروت - الحمراء - قسرب فندق الكومودور - بناية سان رايز - شقة رقم ٤٠٤ - الطابق الرابع - الحائز الأهلية المدنية والقانونية والموقع أمامي وفي دائرتي بعد ثلاثة هذا السند المؤلف من صفتين والمنظم باللغتين العربية والإنكليزية عليه علناً وبعد موافقته على مضمونه بمحض إرادته لذا سجل في يوم الخميس الواقع فيه الثامن من شهر كانون الأول سنة ألفين وستة عشرة.

الكاتب العدل في بيروت



REPUBLIQUE LIBANAISE
Ministère des Affaires Étrangères
et des Émirats

Section des Émirats

No. 150959

Beirut, Liban - 9 DEC 2016

Vu pour visa de passage

de Mr.

Hussein Tarrhini

Signature
La Justice



لا يجوز
دفعه

٩ كانون ايلول ٢٠١٦

The Embassy of Canada

does not verify

the content of this document

This is to certify that *Rasha Jaradeh* is authorized to sign for the chief of Consular Services in the Lebanese Ministry of Foreign Affairs and that the signature and affixed hereinafter respectively the signature of the said *Rasha Jaradeh* and the seal of the said Ministry of Foreign Affairs

Consul of Canada

Beirut - Lebanon

Rasha Jaradeh
Senior Consular Officer

Rasha Jaradeh

12 DEC 2016 Beirut Beirut