

RUSH

Worksheet

Family Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy or Post Occupancy

Occupancy Date - April 18/17

Suite: 4301 Tower: PSV Date: Apr 12/17 Completed by: Aneta

Please mark if completed:

- ☒ Assignment Agreement Signed by both Assignor and Assignee
 - ☐ Certified Deposit Cheque for Top up Deposit to 20% Not Required
 - ☒ Certified Deposit Cheque for Family Assignment administration fee of \$500 +HST payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). \$500 + HST \$565
 - ☒ Agreement must be in good standing. Funds in Trust: \$ 45,585 - 15%
 - ☒ Assignors Solicitors information - same as Assignee's
 - ☒ 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 customerareto@amacon.com (did not receive email - nobody attended a PDI) - told DOA to contact customer care to confirm IF passed or not
 - ☒ Include Fintrac for Assignee
 - ☒ Copy of Assignees ID
 - ☐ Copy of Assignees Mortgage Approval - see Account Balance provided
 - ☒ DOA ID - Assignee intends on paying unit in full at occupancy - Andrea sent request to Tammy + Stephanie
- 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:

This Family Assignment is a RUSH
(* Andrea sent an email regarding this on Apr. 12 to Tammy, Dragana, Stephanie + Danyelle)
Occupancy is April 18/17. *

SUITE 4301 UNIT 1 LEVEL 42

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 12th day of April, 2018. 17. SB SB SB

AMONG:

Faris Al-shawaf and S.F Al-Shawaf
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Abdulkarim A Al Shawaf
(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 5th 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 1, Level 42, Suite 4301 together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as P5/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. 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.
4. 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.
5. 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



SB SB SB

- 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 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.
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 12th day of April 2017

Witness [Signature]

Witness [Signature]

Witness [Signature]

Witness _____

(Assignor) [Signature] BASIL SHAWAF (POA)
FOR FARIS AL-SHAWAF

BASIL SHAWAF (POA) (Assignor)
FOR FARIS AL-SHAWAF

(Assignee) [Signature] BASIL SHAWAF (POA)
FOR ABDULKARIM A AL-SHAWAF

(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: Abdulkarim A. Al-Shawaf.
DATE OF BIRTH: 1965/07/13
ADDRESS: YYMMDD SIN #
3930 Rosanna Dr
Mississauga, ON L5M 7Y3
PHONE: Tel: (647) 224-0004
Cell: _____
E-mail: Facsimile: _____

ASSIGNEE

NAME: Karim@sbcanet.com
DATE OF BIRTH: _____
ADDRESS: YYMMDD SIN #

PHONE: _____
E-mail: Tel: _____
Cell: _____
Facsimile: _____

ASSIGNEE'S
SOLICITOR:

NAME: Samuel Ackerman
ADDRESS: Ackerman Law Office
75 Summerdale Rd.
Thorahill ON L3T 6W1
PHONE: Bus: (905) 731-2663
Facsimile: (905) 731-2665
E-mail: ackerman@rogers.com



SB

SB SB

10358 (1215)

THIS DOCUMENT IS PRINTED ON WATER-RESISTANT PAPER. SEE WWW.TD.COM FOR MORE INFORMATION.

The Toronto-Dominion Bank

5626 TENTH LINE WEST
MISSISSAUGA, ON L5M 7L9

80703397

DATE 2017-04-11
YYYYMMDD

Transit-Serial No. 1579-80703397

Pay to the Order of AMACON CITY CENTRE SEVEN NEW DEVELOPMENT PARTNERSHIP

\$ *****565.00

FIVE HUNDRED SIXTY FIVE**00/100 Canadian Dollars

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

Re

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

Authorized Officer

Countersigned

Number

Received by *Stute*
April 12/17

⑈80703397⑈ ⑆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 #: 4301 Phase/Tower: **~~FWG~~** ^{PSV ONE} Plan No.: FIVE

Street: _____

Date of Offer: April 12/17

Sales Representative: Indition

Verification of Individual

1. Full Legal Name of Individual: Abdulkarim A Al-Shawaf
2. Address: 3930 Rosanna Dr.
Mississauga, ON L5M 7Y3
3. Date of Birth: 1965/07/13
4. Principal Business or Occupation: Stationary Manufacturing + Sales
5. Identification Document (must see original): Driver's Licence
6. Document Identification Number: A5603-00216-50713
7. Issuing Jurisdiction: Ontario
8. Document Expiry Date (must not be expired): 2017/07/13

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: _____



Ontario

Driver's Licence
Permis de conduire

ON
CANADA

1. NAME/NOM
AL-SHAWAF,
ABDULKARIM,A
3930 ROSANNA DR
MISSISSAUGA, ON, L5M 7Y3

4. NUMBER/NUMERO
A5603 - 00216 - 50713

10. ISS/DEL.
2013/07/18

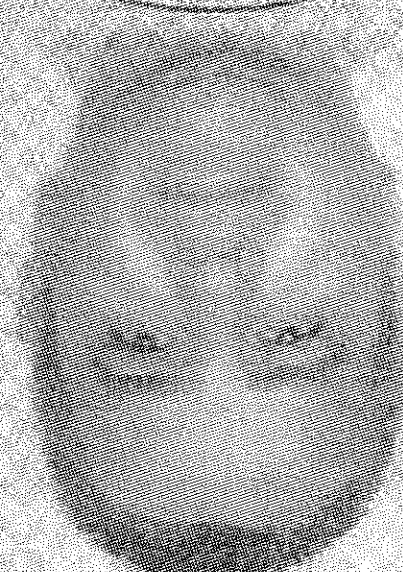
5. DOB/REF
CR1923189

15. SEX/SEXE
M

9. CLASS/
G

12. REST/
COND

16. HGT/HAUT
180 cm



1966/07/13



TD Canada Trust Your Personal Assessment

Prepared for:

BASIL SHAWAF
6120 PRAIRIE CIRCE
MISSISSAUGA, ON, CAN
L5N 5Y2

Prepared by:

Jasmatie Singh, Customer Service Rep
5626 TENTH LINE W
MISSISSAUGA, ON, CAN L5M 7L9
Phone: (905) 286-5762
E-mail:

As at: April 11, 2017

EasyLine: 1-866-222-3456
EasyWeb: www.tdcanadatrust.com

TD Assets:

Account(s)

Account(s)	Balance	Description
TD EPREMIUM SAVINGS ACCOUNT - 1579 6251886	\$497,168.50	JOINT - ANY ONE TO SIGN
TD EVERY DAY CHEQUING ACCOUNT - 1880 6650292	\$33,800.00	IN TRUST
TD EVERY DAY CHEQUING ACCOUNT - 1880 6650306	\$23,000.00	IN TRUST
TD EVERY DAY CHEQUING ACCOUNT - 1880 6650624	\$23,000.00	IN TRUST
TD EVERY DAY CHEQUING ACCOUNT - 1880 6650659	\$23,000.00	IN TRUST

Total TD Assets: CDN

\$599,968.50

Total Assets: CDN

\$599,968.50

TD Liabilities

Account(s)

Account(s)	Balance	Description
MORTGAGE - 2122 647862	\$458,588.97	MORTGAGOR
MORTGAGE - 93 2030101	\$142,600.11	MORTGAGOR
Total TD Liabilities: CDN	\$601,189.08	

Total Liabilities: CDN

\$601,189.08

Net Worth: CDN

-\$1,220.58

Net Worth: USD

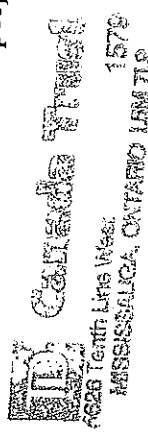
\$0.00

Your Net Worth*

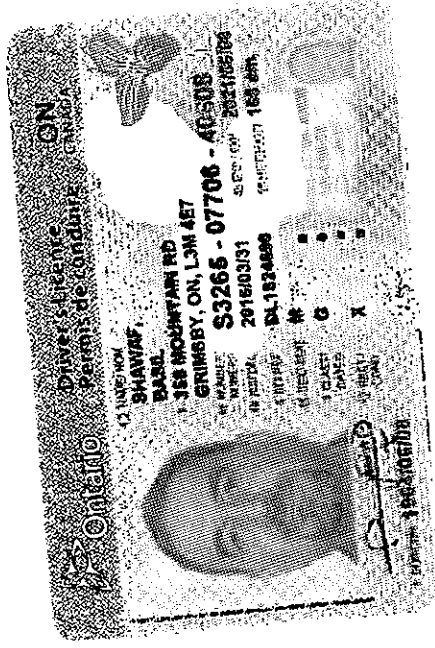
-\$1,220.58

Step out of the airport, step into a cab! Enjoy the convenience of having foreign currency in your pocket when you get there. Pick up your foreign cash at TD Canada Trust before you travel.

Peace of mind starts with knowing that your mortgage, line of credit, or loan is protected. TD Canada Trust offers coverage for your credit; which can help you secure your peace of mind. Get the insurance you need from the people you trust.



POA For both Assignors
AND Assignee



Shavraf

April 12/17

(647) 224-0004

THE CONTINUING POWER OF ATTORNEY FOR PROPERTY

OF
Abdulkarim Al-Shawaf

Lawyers
Samuel Ackerman
Barrister & solicitor
75 Summerdale r.
Thornhill, ON.
L3T 6W6

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is made by
Abdulkarim Al-Shawaf, of the City of Mississauga, in the Province of Ontario, this 20th
day of July, 2016.

MS
A.A

1. APPOINTMENT

I appoint my cousin Basil Shawaf to be my "attorney for property". I authorize my attorney for property to do, on my behalf, any acts that I can do by an attorney and specifically anything in respect of property that I could do if capable of managing property (except make, alter or revoke a Will), subject to any conditions or restrictions contained in this Continuing Power of Attorney for Property.

Without in any way whatsoever limiting the generality of the foregoing, the power granted shall extend to the entering into of agreements of purchase and sale, any amendments thereto and the execution of all documentation, assignments whatsoever necessary for the completion of the purchase of Suite 4301, Unit 1 Level 42, Floor Plan five, 4011 Brickstone Mews, and Suite 4302, Unit 2 Level 42, Floor Plan nine, 4011 Brickstone Mews, Mississauga from Amacon Development (City Centre) Corp. , including the execution of any and all documents necessary or required by any mortgage lender in order to arrange for financing, mortgaging funding or otherwise, as contemplated herein. My attorney is further authorized for me and on my behalf to purchase, mortgage, sell, lease, rent or manage any property, real or personal within the Province of Ontario.

2. POWER TO MANAGE PROPERTY

This document is a Continuing Power of Attorney for Property under the *Substitute Decisions Act*, 1992, S.O. 1992, c. 30, as amended, and may be used during my incapacity to manage property.

MS
A.A
MZ

3. REVOCATION

I revoke any prior Continuing Power of Attorney for Property given by me. I retain the right to make multiple Continuing Powers of Attorney for Property.

4. DELEGATION

I authorize my attorneys for property to delegate their authority to some other person or corporation. My attorneys for property may revoke or suspend such delegation from time to time as they see fit.

5. FAMILY LAW ACT CONSENT

I authorize my attorneys for property to exercise all of my rights with respect to the disposition, encumbrance or possession of a matrimonial home under the *Family Law Act*, R.S.O. 1990, c. F.3, whether or not my name appears on the title, including consenting to any disposition or encumbrance by my spouse of any interest in our matrimonial home.

6. OBLIGATIONS TO OTHERS

My attorneys for property may manage my estate for my benefit and for the benefit of any other person, including my attorneys for property, in order to fulfil any legal obligation I may have.

7. LITIGATION GUARDIAN

My attorneys for property shall have the authority to act as my litigation guardians if required to commence, defend or represent me in any court proceedings.

8. COMPENSATION

I authorize my attorney and my attorney has agreed to accept no compensation for any work done by him, pursuant to this power of attorney for property

9. CANADA REVENUE AGENCY

My attorneys for property are my "legal representatives", for all purposes of the *Income Tax Act* (Canada), with respect to any dealings with the Government of Canada or any institution controlled by the Government of Canada.

N 5
A. J. Z

10. EFFECTIVE DATE

This Continuing Power of Attorney comes into effect on the date it is signed and witnessed.



SIGNED BY:

Abdulkarim Al-Shawaf

WITNESSES: We have signed this Power of Attorney in the presence of Abdulkarim Al-Shawaf and in the presence of each other. Neither of us is an attorney named herein, a spouse or partner of the maker of the power of attorney, a child of the maker of the power of attorney to whom the maker has demonstrated a settled intention to treat as a child, nor a person whose property is under guardianship or who has a Guardian of the person, or who is a person less than 18 years old.



FIRST WITNESS - signature

MAZEN AL-SAMIR

print name

3834 BARKHAWAN CR. MISS ON. LSN 678

print address

Sales person

print occupation



SECOND WITNESS - signature

Mahmoud Isri

print name

119 Spade Road Dr. Miss-ON LSC 182

print address

Operations Manager

print occupation

PATTY_AL-SHAWAF

AFFIDAVIT OF EXECUTION

1. Mahmoud Jisri of the City of Mississauga in the Province of Ontario

MAKE OATH AND SAY/ AFFIRM:

1. On the 20th day of July, 2016, I was present and saw the attached Continuing Power of Attorney for Property executed by Abdulkarim Al-Shawaf.

2. Abdulkarim Al-Shawaf executed the document in the presence of myself and Mazen Al-Samar of the City of Mississauga in the Province of Ontario.

3. We were both present at the same time, and signed the document in his presence as attesting witnesses.

Declared/ Sworn before me at)
the MISSISSAUGA in the)
Province of Ontario, on)
the 20th day of July)
2016.)

[Signature]
Abdulkarim Al-Shawaf

[Signature]
Mahmoud Jisri

DATED: August 5, 2015

CONTINUING POWER OF ATTORNEY FOR PROPERTY

OF

SIF AL-SHAWAF

Prepared by:

Fady Bishay
SAAD LAW P.C.
Barristers & Solicitors
4 Robert Speck Parkway
Suite 200
Mississauga, Ontario
L4Z 1S1

Tel: 905-301-4448

Fax: 905-301-9813

CONTINUING POWER OF ATTORNEY FOR PROPERTY

THIS CONTINUING POWER OF ATTORNEY is given by SIF AL-SHAWAF, of the City of Mississauga in the Regional Municipality of Peel, in accordance with and pursuant to the provisions of the *Substitute Decisions Act*, S.O. 1992, c.30, as amended.

I. APPOINTMENT OF ATTORNEY

I appoint either my cousin, **BASIL SHAWAF**, or my brother, **RAKAN AL-SHAWAF**, to be my attorney for property. Subject to any conditions and restrictions contained herein, I authorize my attorney to do, on my behalf, anything that I can lawfully do by an attorney, and specifically, anything in respect of property that I could do if capable of managing property, except make, modify or revoke a will. My attorney shall have the authority to act as my litigation guardian, if one is required to commence, continue, defend or represent me in any court proceeding.

II. CONTINUING POWER

This is a continuing power of attorney. It is my intention and I so authorize my attorney that the authority given in this continuing power of attorney may be exercised during any incapacity on my part to manage my property, pursuant to section 7 of the *Substitute Decisions Act*.

III. EFFECT OF POWER OF ATTORNEY

In making this power of attorney for property, I hereby confirm that I am aware:

- (a) of the nature and extent of my property;
- (b) of the obligations that I owe to my dependents, if any;
- (c) that, subject to any conditions or restrictions which I specifically express in this document, my attorney will be able to do on my behalf anything in respect of my property that I could do if capable, except to make, modify or revoke a Will;
- (d) that my attorney must account for his or her dealings with my property;
- (e) that I may, while capable, revoke or amend this power of attorney;
- (f) That there is a possibility that my attorney could misuse the authority given to him or her by this power of attorney, and as a result thereof, I could suffer possible extreme and irreparable prejudice by having some or all of my property improperly taken from me and by being unable to recover any or all of it; however, I confirm that I have taken this possibility into mind before deciding to appoint my attorney named herein.

IV. CONDITIONS AND RESTRICTIONS

This Power of Attorney is subject to the following conditions, restrictions and supplementary powers:

Exercise all Powers pertaining to the purchase, mortgage, sale, lease or any other matter for the properties municipally known as:

1. Suite 4301, 4011 Brickstone Mews, Mississauga, ON; and
2. Suite 4302, 4011 Brickstone Mews, Mississauga, ON

I further authorize Basil Shawaf and/or Rakan Al-Shawaf to transfer my interest of either of the above mentioned properties from my name to either of their names.

V. DELEGATION

I specifically authorize my attorney to delegate any act or authority that my attorney may exercise to another person, and to thereafter revoke or suspend such delegation. However, my attorney shall remain personally liable to myself and my estate for all actions taken or omitted to be taken by the person to whom such authority was delegated.

VI. EFFECTIVE DATE

This power of attorney comes into effect as of the date of execution set out below.

VII. REVOCATION

Any power of attorney for property, or which affects my property, which I have previously given, except a power of attorney given to a bank or financial institution for the purpose of transacting my business with that bank or financial institution, is hereby revoked.

VIII. COMPENSATION

My attorney may NOT take compensation out of my property for any work done in connection with this continuing power of attorney for property.

SA: FB
JAS

EXECUTED AT the City of Mississauga in the Regional Municipality of Peel, this 5th day of August, 2015 in the presence of both witnesses, both present at the same time.



Witness:
Name, Address and Occupation:
Fady Bishay
4 Robert Speck Parkway, Suite 200
Mississauga, Ontario L4Z 1S1
Solicitor



Witness:
Name, Address and Occupation:
Peter Saad
4 Robert Speck Parkway, Suite 200
Mississauga, Ontario L4Z 1S1
Solicitor

SIF AL-SHAWAF
(Grantor)

AFFIDAVIT OF EXECUTION
of the Continuing Power of Attorney for Property
of Sif Al-Shawaf

I, Fady Bishay, of the City of Mississauga in the Regional Municipality of Peel, make oath and say/affirm:

1. On August 5, 2015, I was present and saw the attached Continuing Power of Attorney for Property executed by Sif Al-Shawaf.
2. Sif Al-Shawaf executed the attached Continuing Power of Attorney for Property in the presence of myself and Peter Saad of the City of Mississauga in the Regional Municipality of Peel, and we were both present at the same time, and signed the document in the grantor's presence as attesting witnesses.
3. At the time I witnessed the execution of the Power of Attorney I was eighteen years of age or older.
4. I have no reason to believe that the grantor is incapable of giving a Continuing Power of Attorney for Property.
5. I am not:
 - (a) the attorney named in this Power of Attorney nor a spouse of the named attorney;
 - (b) a spouse or partner of the grantor;
 - (c) a child of the grantor or a person to whom the grantor has demonstrated a settled intention to treat as her child; or
 - (d) a person whose property is under guardianship or who has a guardian of the person.

SWORN/AFFIRMED BEFORE ME
at the City of Mississauga
in the Regional Municipality of Peel
this 5th day of August, 2015


A Commissioner for Taking Affidavits

)
)
)
)
)
)
)

Fady Bishay

DATED: August 7, 2015

CONTINUING POWER OF ATTORNEY FOR PROPERTY

OF

FARIS AL-SHAWAF

Prepared by:

Fady Bishay
SAAD LAW P.C.
Barristers & Solicitors
4 Robert Speck Parkway
Suite 200
Mississauga, Ontario
L4Z 1S1

Tel: 905-301-4448
Fax: 905-301-9813

CONTINUING POWER OF ATTORNEY FOR PROPERTY

THIS CONTINUING POWER OF ATTORNEY is given by FARIS AL-SHAWAF, of the City of Mississauga in the Regional Municipality of Peel, in accordance with and pursuant to the provisions of the *Substitute Decisions Act*, S.O. 1992, c.30, as amended.

I. APPOINTMENT OF ATTORNEY

I appoint either my cousin, **BASIL SHAWAF**, or my brother, **RAKAN AL-SHAWAF**, to be my attorney for property. Subject to any conditions and restrictions contained herein, I authorize my attorney to do, on my behalf, anything that I can lawfully do by an attorney, and specifically, anything in respect of property that I could do if capable of managing property, except make, modify or revoke a will. My attorney shall have the authority to act as my litigation guardian, if one is required to commence, continue, defend or represent me in any court proceeding.

II. CONTINUING POWER

This is a continuing power of attorney. It is my intention and I so authorize my attorney that the authority given in this continuing power of attorney may be exercised during any incapacity on my part to manage my property, pursuant to section 7 of the *Substitute Decisions Act*.

III. EFFECT OF POWER OF ATTORNEY

In making this power of attorney for property, I hereby confirm that I am aware:

- (a) of the nature and extent of my property;
- (b) of the obligations that I owe to my dependents, if any;
- (c) that, subject to any conditions or restrictions which I specifically express in this document, my attorney will be able to do on my behalf anything in respect of my property that I could do if capable, except to make, modify or revoke a Will;
- (d) that my attorney must account for his or her dealings with my property;
- (e) that I may, while capable, revoke or amend this power of attorney;
- (f) That there is a possibility that my attorney could misuse the authority given to him or her by this power of attorney, and as a result thereof, I could suffer possible extreme and irreparable prejudice by having some or all of my property improperly taken from me and by being unable to recover any or all of it; however, I confirm that I have taken this possibility into mind before deciding to appoint my attorney named herein.

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IV. CONDITIONS AND RESTRICTIONS

This Power of Attorney is subject to the following conditions, restrictions and supplementary powers:

Exercise all Powers pertaining to the purchase, mortgage, sale, lease or any other matter for the properties municipally known as:

1. Suite 4301, 4011 Brickstone Mews, Mississauga, ON; and
2. Suite 4302, 4011 Brickstone Mews, Mississauga, ON

I further authorize Basil Shawaf and/or Rakan Al-Shawaf to transfer my interest of either of the above mentioned properties from my name to either of their names.

V. DELEGATION

I specifically authorize my attorney to delegate any act or authority that my attorney may exercise to another person, and to thereafter revoke or suspend such delegation. However, my attorney shall remain personally liable to myself and my estate for all actions taken or omitted to be taken by the person to whom such authority was delegated.

VI. EFFECTIVE DATE

This power of attorney comes into effect as of the date of execution set out below.

VII. REVOCATION

Any power of attorney for property, or which affects my property, which I have previously given, except a power of attorney given to a bank or financial institution for the purpose of transacting my business with that bank or financial institution, is hereby revoked.

VIII. COMPENSATION

My attorney may NOT take compensation out of my property for any work done in connection with this continuing power of attorney for property.

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