

Worksheet
Standard Assignment
* Family Assignment from Wife To Husband
Timeline of completion: Must be 4 weeks prior to Occupancy

Tower : PSV2 _____ Date : October 27/2017
Suite : 2508 _____ Completed by : _____

Please mark if completed:

- ☒ Copy of Assignment Amendment
- ☒ Assignment Agreement Signed by both Assignor and Assignee
- ☒ Certified Deposit Cheque for Top up Deposit to zero % payable to _____ (in trust) on Occupancy
- ☐ Certified Deposit Cheque for Assignment fee as per the Assignment Amendment payable to Amacon City Centre Seven New Development Partnership.
- ☐ Courier to _____ at Amacon head office (Toronto)
- ☒ Agreement must be in good standing
Funds in Trust \$ 57,880.00 as of October 27/2017
Assignors Solicitors information
Sarah Razzouk
310-2600 Edenhurst Drive Mississauga, ON L5A 3Z8
Tel: 905.232.1095
- ☒ Assignees Solicitors information
Sarah Razzouk
310-2600 Edenhurst Drive Mississauga, ON L5A 3Z8
905.232.1095
- ☒ 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 customercaret@amacon.com
- ☒ Include Fintrac for Assignee
- ☒ Copy of Assignees ID
- ☒ Copy of Assignees Mortgage Approval

The Assignee can close at occupancy closing as long as all of the Attune 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 it immediately to _____ email.
The Parkside Admin team must courier the full hardcopy package to _____ office.

Please remember that the Assignment fee cheque should be couriered to AMACON.

PSV
NOTARY PUBLIC

SUITE 2508 UNIT 08 LEVEL 24

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 27th day of October, 2017.

AMONG:

Yaroslava Dib and Yasser Zib
(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Yasser Zib
(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 1st day of AUGUST 2012 and accepted the 11th day of AUGUST , 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 08 , Level 24 , Suite 2508 , together with 1 Parking Unit(s) and Storage Unit(s) in the proposed condominium known municipally as E#71 AND LOCKER #105, Level 3 , 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.

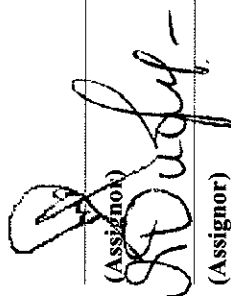
Y.D YD

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 (\$00.00) 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. The Assignor to pay the balance of 20% by a certified or draft cheque in the name of Blaney McMurtry, LLP upon the acceptance of this assignment.
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.

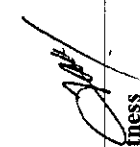
IN WITNESS WHEREOF the parties have executed this Assignment Agreement.

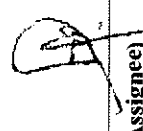
DATED this 27th day of October, 2017


Witness


(Assignor)


Witness

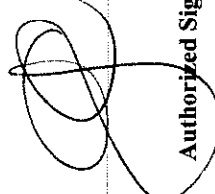

Witness


(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	: Yasser Zib
	DATE OF BIRTH	: October 19/1970
	SIN	: 527 791 099
	ADDRESS	: 3142 Galbraith Dr
		: Mississauga, ON L5L 3Y8
	Tel	:
	Cell	: 647-800-3466
	Facsimile	: 905-752-9909
	E-mail	: yasser@cityviewrealty.ca
		:
ASSIGNEE	NAME	:
	DATE OF BIRTH	:
	SIN	:
	ADDRESS	:
		:
	Tel	:
	Cell	:
	Facsimile	:
	E-mail	:
		:
ASSIGNEE'S	SOLICITOR	: Sarah Razzouk
	ADDRESS	: 310-2600 Edenhurst Drive Mississauga, ON L
		:
		:
	Tel	: 905.232.1095
	Cell	:
	Facsimile	: 905.232.1096
	E-mail	: srazzouk@razzouklaw.ca

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: 510 Curran Pl.2605, Mississauga, ON L5B 0J8

Sales Representative/Broker Name: Fred Dith

Date Information Verified/Credit File Consulted: October 27/2017

A. Verification of Individual

NOTE: One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatory to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Yasser Zib

2. Address: 3142 Galbraith Dr., Mississauga ON L5L 3Y8

3. Date of Birth: October 19/1970

4. Nature of Principal Business or Occupation: Engineer

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. Type of Identification Document: Canadian Passport

2. Document Identifier Number: GA290051

3. Issuing Jurisdiction: Government of Canada

4. Document Expiry Date: 2024-08-05

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*

☐ Name of Source:

☐ Account Number**:

☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*

☐ Name of Source:

☐ Account Number**:

☐ Verify the individuals' name and confirm a financial account*

☐ Name of Source:

☐ Financial Account Type:

☐ Account Number**:

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.



This document has been prepared by The Canadian Real Estate Association to assist members in complying with requirements of Canada's *Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*. © 2014-2017.



Driver's Licence
Permis de conduire

ON
CANADA

12 NAME / NOM

DIB.

YAROSLAVA

609-4090 LIVING ARTS DR

MISSISSAUGA, ON, L5B 4M8

14 NUMBER/
NUMERO

D4031 - 78907 - 36030

16 ISS/DEL

2015/06/11

18 EXP/EXP 2020/06/10

19 DO/REF

DE8391673

15 HGT/HAUT 168 cm

17 SEX/SEXE

F

13 CLASS/
CATÉG

G1

12 REST/
COND

2 DATES 1973/10/30

ServiceOntario.ca

11 CLASS / CATÉGORIE

Automobile combin. (max. 11,000 kg)

Grand véhicule (max. 4500 kg), with G1

Restrictions - Automobiles/ensembles

de véhicules (11000 kg max.).

Spéciale remarqué ne dépassant pas

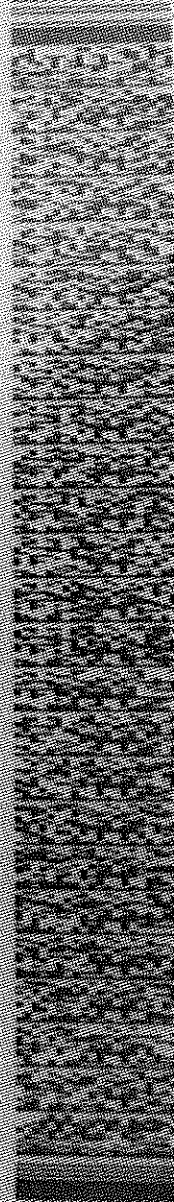
11000 kg - restrictions du niveau G1

12 RESTRICTIONS/CONDITIONS

DE8391673



5706992



AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

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

YAROSLAVA DIB and YASSER ZIB (the "Purchaser")

Suite **2508** Tower **TWO** Unit **8** Level **24** (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.

Handwritten signature

(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 1st day of August 2012.

Witness:

[Signature]

Witness:

[Signature]

Purchaser:

[Signature]

YAROŠLAVA DIB

Purchaser:

[Signature]

YASSER ZIB

DATED at Mississauga this 8 day of August 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]

Authorized Signing Officer

I have the authority to bind the Corporation



**CERTIFICATE OF COMPLETION AND POSSESSION/
WARRANTY CERTIFICATE**
(FOR FREEHOLD AND CONDOMINIUM UNITS)

THE VENDOR SHALL:

1. Complete this form with accurate information, including the final purchase price. (Failure to do so may have adverse consequences for the Vendor's licence); and
2. Deliver a signed copy of this document to the homeowner on or before the Pre-Delivery Inspection date.

HOME ENROLMENT NO.
1972717
COMMON ELEMENT NO. (if applicable)
1840611

VENDOR'S NAME:	AMACON DEVELOPMENT (CITY CENTRE) CORP.	VENDOR REF. NO.	38706
VENDOR'S ADDRESS:	856 Homer St., Ste. 500 VANCOUVER V6B 2W5		
BUILDER'S NAME (if different from Vendor)	AMACON CONSTRUCTION LTD.	BUILDER REF. NO.:	32628
BUILDER'S ADDRESS:	856 Homer St., Ste. 500 VANCOUVER V6B 2W5		

HOME ADDRESS (Please correct as required):

510	Curran Pl.	2508	CONDO SUITE NO. (if applicable)
NUMBER	STREET NAME		
MISSISSAUGA			

CITY/TOWN	POSTAL CODE
MISSISSAUGA	
LEGAL DESCRIPTION (Please correct as required):	
Pt. 19, 1,2,3,4 & 5 8 24	43R-30808/43M1808
	2
	MISSISSAUGA, CITY

LOT OR UNIT/LEVEL	PLAN	BLOCK	CONCESSION	LOCAL MUNICIPALITY (Where building permit was issued)

FINAL PURCHASE PRICE:

(As per the purchase agreement or construction contract and including upgrades and extras, but excluding HST)

\$ 275,095.06

REGISTERED OWNER(S) (Please print names as shown or to be shown on the Transfer/Deed of Land):

NAME(S):	Yaroslava Dib & Yasser Zib
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EMAIL:	
(Tariion and the Vendor will use this email address to send important information regarding the warranty.)	



Tariion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON M2N 6L9

Warranty Information

Go to www.tariion.com to (i) access your Homeowner Information Package - a guide to your new home warranty; and (ii) register for MyHome - Tariion's online service for homeowners.

VENDOR/BUILDER REF. NO.:	38706	ENROLMENT NO.:	1972717
WARRANTY START DATE:	Feb/01/2017		

HOME ADDRESS:	510 Curran Pl. 2508 MISSISSAUGA
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VENDOR/BUILDER AFTER SALES SERVICE CONTACT:	Amacon Customer Care
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The Vendor confirms that (i) the home is completed for possession; and (ii) the section 13 warranties under the Ontario New Home Warranties Plan Act apply to the home commencing on the Warranty Start Date (Date of Possession) noted above. Unfinished work and/or surface defects in work and materials (not accepted by the owner(s)) are set out in the accompanying Pre-Delivery Inspection Form.

The Vendor hereby confirms the accuracy of the information noted in this document		11/25/2016	DATE
AUTHORIZED SIGNATORY			

PDI

Page 1 of 1

Vendor/Builder #	38706	Enrollment #	
Purchaser Name :	YAROSLAVA DIB and YASSER ZIB	Construction Suite #:	DLS[19]
Phone Res :	(905) 363-1943	Project:	AMACON DEVELOPMENT (CITY CENTRE) CORP.
Phone Bus :		Plan #:	
Closing Date :	2015-12-01	Suite / Building:	2508 / TWO
Inspector:	Guillermo Anistizabal	Municipality:	Mississauga

Inspection Date: 25 Nov 116

Please list below any damaged, incomplete, or missing items and anything that is not in good operating condition.

Also note any (substitutions) of items referred to in, or to be selected under, the Agreement of Purchase and Sales (APS).

Please initial all changes and deletions. As a minimum, check the following:

DAMAGED, INCOMPLETE OR MISSING

- Windows, side lights and other glazing. Window and door screens
- Bathub sinks and toilets
- Bathroom accessories if provided
- Mirrors, counter tops and cabinetry
- Flooring (hardwood, vinyl, ceramic tiles, carpeting)
- Interior finished and trim carpentry
- Furnace
- Hot water heater, if provided (not rental)
- Exterior finished, driveways, walkways, decks and landscaping

Also list here anything that can't be assessed because for example is dirty or inaccessible.

GENERAL

NOTE roller blinds missing

rough paint on all doors and door casings, need painting

paint on all walls are different colours

paint on all light switches and outlets

FOYER / ENTRY

DOORS

add spacer to door for lock to align with hole

ELECTRICAL/LIGHTING

adjust cables in closet so plastic panel can be closed

paint on light fixture above main door

LIVING/DINING ROOM

WINDOWS

screen missing from window

MAIN BATHROOM

DOORS

rough paint both sides of door and casing

TUB

scratch in south east corner of tub

VANITY CABINETS

kickplate loose

KITCHEN

FLOORING

damaged floor between island and north wall

CABINETS

chipped upper right corner of cabinet door under sink

WALLS

cracked wall above upper cabinets

chipped paint on corner edge of south east wall

THE COMPLETED PRE-DELIVERY INSPECTION IS A FORMAL RECORD OF THE HOME'S CONDITION BEFORE THE PURCHASER TAKES POSSESSION IT WILL BE USED AS A REFERENCE FOR FUTURE WARRANTY REQUESTS

* Purchasers or owners who intend to designate someone to conduct the PDI in their place should ensure they provide written authority to the vendor/builder authorizing the designate to sign this form on their behalf.

Builder Representative

Fred P. D. L.
Designate's Name (please print)

I, the homeowner, confirm that all repair work listed has been completed

Purchaser

AM
Designate's Signature

Purchaser

NOV 25/16
Date