

Worksheet
Standard Assignment

* Family Assignment from removing the SON from the contract
Timeline of completion: Must be 4 weeks prior to Occupancy

Tower : PSV2 Date : October 27/2017
Suite : 4010 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 \$ 61,580.00 as of October 27/2017 ✓
- ☐ 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
customercareto@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.

March 2/17.
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SUITE 4010 UNIT 10 LEVEL 39

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

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

A M O N G:

Hend Mohamad Kutum, Imad H. Kutum and Rami Kutum
(hereinafter called the "Assignor")

OF THE FIRST PART,

- and -

Hend Mohamad Kutum, Imad H. Kutum
(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 15th day of June 2012 and accepted the 25th day of June 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the " Agreement"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 10 , Level 39 , Suite 4010 , together with 1 Parking Unit(s) and Storage Unit(s) in the proposed condominium known municipally as , 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.

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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

(Assignor)

Witness

(Assignee)

Witness

(Assignee)

AMACON DEVELOPMENT (CITY CENTRE) INC.:

Per:
Name
Title: Authorized Signing Officer

I have authority to bind the Corporation

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

ASSIGNMENT

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
IMAD H. KUTUM (the "Purchaser")
Suite **4040** Tower **TWO** Unit **10 39** (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 5 (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 15th day of JUNE 2012.

Witness:



Witness:

Purchaser: IMAD H. KUTUM



DATED at TORONTO this 20 day of JUNE 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:



Authorized Signing Officer

I have the authority to bind the Corporation

MACON 412 100 5501 1012

Ontario Driver's Licence Permis de conduire ON CANADA

1 NAME / NOM KUTUM, RAMI
2 ADDRESS / ADRESSE 6757 EARLY SETTLER ROW
MISSISSAUGA, ON, L5W 1J3
3 NUMBER / NUMERO K9507 - 36146 - 10212
4 SEX / SEX M
5 DATE OF BIRTH / DATE DE NAISSANCE 2011/02/09
6 EXPIRATION DATE / DATE D'EXPIRATION 2016/02/12
7 HEIGHT / HAUTEUR 180 cm
8 EYES / YEUX
9 HAIR / CHEVEUX
10 BUILD / COMPLEXION
11 SIGNATURE / SIGNED / SIGNATURE

12 PHOTO / PHOTO

13 EXPIRATION DATE / DATE D'EXPIRATION 0406174

SIN: 510 388 127

Ontario Driver's Licence Permis de conduire ON CANADA

1 NAME / NOM KUTUM, RAMI
2 ADDRESS / ADRESSE 6757 EARLY SETTLER ROW
MISSISSAUGA, ON, L5W 1J3
3 NUMBER / NUMERO K9507 - 63908 - 60707
4 SEX / SEX M
5 DATE OF BIRTH / DATE DE NAISSANCE 2011/05/11
6 EXPIRATION DATE / DATE D'EXPIRATION 2016/07/07
7 HEIGHT / HAUTEUR 173 cm
8 EYES / YEUX
9 HAIR / CHEVEUX
10 BUILD / COMPLEXION
11 SIGNATURE / SIGNED / SIGNATURE

12 PHOTO / PHOTO

13 EXPIRATION DATE / DATE D'EXPIRATION 0406174

Human Resources Development Canada
SOCIAL INSURANCE NUMBER
536 111 214
NAME / NOM RAMI KUTUM

Ontario Driver's Licence Permis de conduire ON CANADA

1 NAME / NOM KUTUM, HEND MOHAMAD
2 ADDRESS / ADRESSE 6757 EARLY SETTLER ROW
MISSISSAUGA, ON, L5W 1J3
3 NUMBER / NUMERO K9507 - 32466 - 55510
4 SEX / SEX F
5 DATE OF BIRTH / DATE DE NAISSANCE 2011/03/26
6 EXPIRATION DATE / DATE D'EXPIRATION 2016/08/10
7 HEIGHT / HAUTEUR 170 cm
8 EYES / YEUX
9 HAIR / CHEVEUX
10 BUILD / COMPLEXION
11 SIGNATURE / SIGNED / SIGNATURE

12 PHOTO / PHOTO

13 EXPIRATION DATE / DATE D'EXPIRATION 0406174

Human Resources Development Canada
SOCIAL INSURANCE NUMBER
510 388 689
NAME / NOM HEND KUTUM

Mortgage Commitment

10:20:31 PM EST

License #: 10259

Response. Out of

BROKER INFORMATION

BRUNER N
Axiom Assured Mortgage Services
Vaughan ON L4L 4Y5

License #. M08003321

Address:	200
	Frank Noce

Attention: **FRANK NOB**
INFORMATION

LENDER INFORMATION

LENDER'S NAME Street Capital Bank of Canada
STREET ADDRESS 60 Toronto ON M5E1E5

Mongayé

Address: 1 Yonge Street S.

Address: _____
Lender Reference #: 483473

AFFIDAVIT	Information
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Property Information

Property	Mississauga ON	Mississauga ON is pleased to provide	Payment	\$ 1,140.37
	4000-510 Curran PL		and Interest	\$ 1,140.37

Property Information			Payment	
Address: 4010 - 510 Curran Pl. Mississauga ON L5B0J8			First	\$ 1,140.57
With reference to the above, Street Capital Bank of Canada is pleased to provide a mortgage loan to the Borrower			Principal and Interest	\$ 256.58
			Taxes (Estimated)	Borrower
			Taxes Paid By	\$ 1,397.15
			Total Installment	16-Feb-2018
Loan			Closed	
Mortgage Type			2.800%	
Purchase/Value	\$ 307,300.00	Term Type		
Downpayment	\$ 61,580.00	Interest Rate		
Amount	\$ 245,720.00	Interest Type	60	
Insurance Premium		Term (Months)	300	
Total Loan	\$ 246,320.00	Amortization (Months)	Monthly	
Frequency				

Closing Date	AUTHORIZATION
12/31/2011	
12/31/2012	
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12/31/2100	

LENDER AUTHORIZATION

Ioanka Martinez

Joanka Malinow
UNITED BANK OF CANADA

CLIENT ACCEPTANCE

CLIENT ACCEPTS THAT THE UNDERSIGNED APPLICANT(S) ACCEPT THE TERMS OF THE LENDER'S SATISFACTION. I/WE FURTHER CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.	Date
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applicant: imad kulum

Application:

Signature _____

Signature _____

Date _____

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