

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 4th day of October 2016.

AMONG:

ARAB ALRAYYES and SUHAIL ALRAYYES

(hereinafter called the "Assignor")

FOR CLARITY

PURPOSES

SIGNED COPY

ATTACHED

CITYVIEW Realty

OF THE FIRST PART;

- and -

MOUTAZ ABU KALAM

(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 20th day of April 2015 and accepted the 30th day of April , 2015 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 7 , Level 27 , Suite 2807 , together with one Parking Unit(s) and Storage Unit(s) in the proposed condominium known municipally as PSV2 - Tower Two..... , 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 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 4th day of October 2016

Witness

(Assignor)

Witness

(Assignor)

Witness

(Assignee)

Witness

(Assignee)

FOR CLARITY
PURPOSES

SIGNED COPY

ATTACHED

CITYVIEW Realty

Per:

Name:

Title:

Authorized Signing Officer

I have authority to bind the Corporation

Details of Assignee

NAME: Moutaz Abu Kalam

DATE OF BIRTH: 21/APRIL/1966
YYMMDD
581-223-518
SIN #

ADDRESS: 4099 Brickstone Mews 3107
Mississauga L5B 0G2

PHONE: Tel: _____
Cell: 647-296-3590
Facsimile: _____

E-mail: moutaz214@yahoo.com

NAME: _____

DATE OF BIRTH: _____
YYMMDD SIN # _____

ADDRESS: _____

PHONE: Tel: _____
Cell: _____
Facsimile: _____

E-mail: _____

NAME: Mark S. Taborowski
1900 Dundas St. W#242, Mississauga, ON L5K 1P9
C/O Vanida Hannan

ADDRESS: Mississauga
L5A 3Z8

PHONE: Bus: (905) 855-7175
Facsimile: 905-823-9355

E-mail: info@thelegalteam.ca

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ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 4th day of October 2016.

AMONG:

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(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

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(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) INC.

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OF THE THIRD PART.

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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 Five Hundred Dollars (\$500.00) plus HST. *zero (\$0.00) DM*
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. *NA*
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 ensure 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 4th day of October 2016

Witness

X
(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

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Moutaz Abu Kalam

DATE OF BIRTH: 21/Apr:11/1966 581-223-518
SIN #

ADDRESS: 4099 Brickstone Mews 3107
Mississauga L5B 0G2

PHONE: Tel: _____
Cell: 647-296-3590
Facsimile: _____

E-mail: moutaz214@yahoo.com

ASSIGNEE

NAME: _____

DATE OF BIRTH: _____ _____
SIN #

ADDRESS: _____

PHONE: Tel: _____
Cell: _____
Facsimile: _____

E-mail: _____

ASSIGNEE'S SOLICITOR:

NAME: Mark S. Taborowski

ADDRESS: 1900 Dundas St. W#242, Mississauga, ON L5K 1P9
C/O Vanida Hannan
Mississauga
L5A 3Z3

PHONE: Bus: (905) 855-7175
Facsimile: 905-823-9355
info@thelegalteam.ca

E-mail: _____



MA

WORKSHEET- PSV 2 (BLOCK 7)

SALE DATE: INZITION REP.:

TOWER: SUITE: RESIDENTIAL UNIT: LEVEL: FLPN:

PROMOTION NAME: PSV 2 - PRESIDENTS CLUB MEMBERS

CO-OP AGENT: GEN.: NO YES AGENT'S NAME: PC: O O AGENT'S BROKERAGE:

PURCHASE PRICE: \$ in Canadian Dollars

CHEQUES PAYABLE TO BLANEY McMURTRY LLP in TRUST

Dep.	Structure:	Dep. Amount:	Due Date:
1 st	with Agreement		
2 nd	Balance to % in days		
3 rd	% in days		
4 th	% in days		
5 th	Total to % on Occupancy		

SPECIAL INSTRUCTIONS- AMENDMENTS, CONDITIONS:

PURCHASER #1

Moutaz Abu Kalam First, Middle & Last Name

21-Apr-1966 581-223-518 S.I.N #

Driver's Licence # & Expiry Date

4099 Brickstone Mews 3107 Suite #

Address Suite #

Mississauga L5B 3Y9 Postal Code

City/Province Postal Code

(416) 508-9065 647-296-3590

Phone: Day Time Phone: Night Time Phone: Day Time Phone: Night Time

moutaz214@yahoo.com

Email Email

PURCHASER'S SOLICITOR

Mark S. Taborowski C/O Vanida Hannan Firm

Solicitor's Name 1900 Dundas St. W#242, Mississauga, ON L5K 1P9

Address Mississauga Ontario L5A 3Z8 Suite No.

City (905) 855-7175 905-823-9355 Postal Code info@thelegalteam.ca

Phone Number Fax Number Email

PURCHASER PROFILE: to be completed by an In2ition agent/sign-up person

Did you register through the Web? End User or Investor? How did you hear about us? Profession: How many dependents are living with you? Dependents Ages: Marital Status:

LIFE ATPARKSIDE.COM

Exclusive Brokerage: indition

AMACON

LIVE WELL



PARKSIDE VILLAGE MISSISSAUGA



Driver's Licence
Permis de conduire

ON
CANADA

12 NAME / NOM

ABU KALAM,
MOUTAZ

1 3107-4099 BRICKSTONE MEWS
MISSISSAUGA, ON, L5B 0G2

42 NUMBER

A1074 - 56806 - 60421

44 SSN DEL

45 EXP / EXP 2021/01/29

500 REF

DJ7844094

45 SEX / SEXE

M

9 CLASS

G2

12 REST /

COND

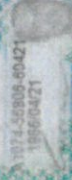
3 DOB / DOB 1966/04/21



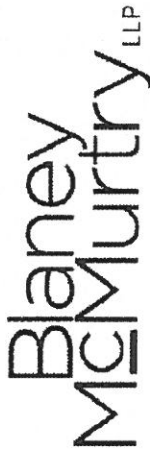
16 HGT / HAUT 176 cm

1714 56806 60421

1966/04/21



2016/07/11 15:10:42 1 / 2



FAX COVER SHEET

Date: July 11, 2016 Time: 3:10:41 PM EDT
Subject: Amacon Development (City Centre) Corp. sale to Alrayyes - Suite 2807
File Number: -

Name	Firm/City	Fax Number	Telephone
Vince Rinaldi	Rinaldi Law Barristers and	1-289-337-5344	

From: Jenelle Simpson
Direct Line: 416.597.4885
Fax Number:
Email Address: jsimpson@blaney.com
Number of pages: 2
(including cover page)

If transmission is interrupted, please contact the sender at the Direct Line shown above.

Comments: Please see attached correspondence.

2 Queen Street East
Suite 1500
Toronto, Canada M5C 3G5
416.593.1221 TEL
416.593.5437 FAX
www.blaney.com

This communication is intended only for the party to whom it is addressed, and may contain information which is privileged or confidential. Any other delivery, distribution, copying or disclosure is strictly prohibited and is not a waiver of privilege or confidentiality. If you have received this telecommunication in error, please notify the sender immediately by telephone (by calling collect if necessary) so that arrangements can be made for its destruction or return.

2016/07/11 15:10:42 2 / 2



Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5
T 416-593-1221
W Blaney.com

July 11, 2016

Delivered by Facsimile

Rinaldi Law
Barristers and Solicitors
855 Brant Street
Burlington, Ontario
L7R 2J6

Tammy A. Evans
416-593-2986
tevans@blaney.com

Attention: Vince A. Rinaldi

Dear Mr. Rinaldi:

Re: **Amacon Development (City Centre) Corp. sale to Alrayyes**
Dwelling unit 7, Level 27, Suite 2807
Mississauga, Ontario
Block Nine

We acknowledge receipt of your facsimile date June 8, 2016 requesting termination of from the Agreement and return of deposits.

Your request has been forwarded to the Vendor for instruction and the Vendor has instructed us to advise that in the event that the purchaser wishes to be release from the Agreement of Purchase, all deposits paid to date will be forfeited to the Vendor as a genuine pre-estimate of liquidated damages. The Vendor is prepared to grant an assignment to an approved assignee on terms in the event the purchaser wishes to assign the unit.

Yours very truly,

Blaney McMurtry LLP

A handwritten signature in dark ink, appearing to read "Tammy".

Tammy A. Evans
Partner
TAE/js

of Canada ou Canada RESIDENT CARD PERMANENT

Name/Nom
ABU KALAM MOUTAZ

ID No/No ID
8878-8038

Sex/ Nationality/
Sexe Nationalité
M SYR

Date of Birth/
Date de naissance
21 APR /AVR 66

Expiry/Expiration
22 SEP /SEPT 20

Canada

Ontario Driver's Licence Permis de conduire ON CANADA

1,2 NAME/ NOM
ABU KALAM MOUTAZ

3 ADDRESS
**3107-4099 BRICKSTONE MEWS
MISSISSAUGA, ON, L5B 0G2**

4 NUMBER
A1074 - 56806 - 60421

5 ISS/DEL
2016/12/14

6b EXP/EXP
2021/01/29

6 DD/REF
OR2910055

16 HGT/HAUT
176 cm

7 SEX/SEXE
M

8 CLASS/ CLASSE
G

9 RES/ COND
1966/04/21

10 SIGNATURE

11 PHOTO