

AVIA - TOWER ONE
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

AIMAN YOUSEF HAWARI (the "Purchaser")

Suite **3501** Tower **Avia 1** Unit **1** Level **35** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE
N/A

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

The undersigned, **LAMA KHALID DAOUD** (collectively, the "Purchaser")

DATE OF BIRTH: 1977/02/06

DRIVER'S LICENCE: D0508-43957-75206

CURRENT ADDRESS: 202 ATHENIA DR. STONEY CREEK, ON. L8J 1V8

TELEPHONE: 416-875-4351

EMAIL: lamayman@hotmail.com

OCCUPATION: ARCHITECT

EMPLOYER: unemployed

(Relationship to original purchaser: Wife)

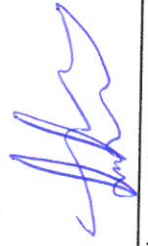
Signature:  (POA)

Dated at **Mississauga, Ontario** this 20th day of April 2019.

SIGNED, SEALED AND DELIVERED

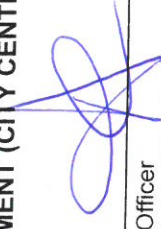
In the Presence of:


Witness

 (POA)
Purchaser - **AIMAN YOUSEF HAWARI**

Accepted at **Mississauga, Ontario** this 20th day of April 2019.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s
Authorized Signing Officer
I have the authority to bind the Corporation.



Email: Lamayman@hotmail.com
Phone: 416-875-4351
Occupation: Architect - not working.

CONTINUING POWER OF ATTORNEY FOR PROPERTY (SHORT FORM)

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is given

by Lama Khalid Hawari
[Grantor]

of the City of Mississauga, in the Province of Ontario

APPOINTMENT

1. I APPOINT my Friend, Mohamad Al-Ali

to be my attorney(s) for property, and I authorize my attorney(s) to do, on my behalf, any and all acts, which I could do if capable, except make a will, subject to any conditions and restrictions contained herein. My attorney(s) 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. All decisions to be made by my attorneys pursuant to this Power of Attorney shall be made by majority vote as between them.

SUBSTITUTION

2. If the above appointed attorney(s) refuse(s) to act, or is or are unable to act by reason of death, court removal, becoming incapable of managing property or resignation,

I SUBSTITUTE AND APPOINT my /, /

to act as my attorney(s) for my property, in the place of any attorney(s) appointed in paragraph 1 hereof who refuse(s) or is or are unable to act. The substituted attorney(s) shall, if able and willing to act, thereafter be my attorney(s) for property, together with any attorney appointed in paragraph 1 hereof who is able and willing to act and I authorize him, her or them thereafter to do, on my behalf, any and all acts which I could do, if capable, except make a will, subject to any conditions and restrictions contained herein. All decisions to be made by my substitute attorneys pursuant to this Power of Attorney shall be made by majority vote as between them.

CONTINUING POWER

3. This is a continuing power of attorney. It is my intention and I so authorize my attorney(s) 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*.

FAMILY LAW ACT CONSENT

4. If my spouse disposes of or encumbers any interest in a matrimonial home in which I have a right to possession under Part II of the *Family Law Act*, I authorize the attorney(s) named in this power of attorney for me and in my name to consent to the transaction as provided for in clause 21(1)(a) of the said Act.

CONDITIONS AND RESTRICTIONS

5. None.

-or-

6. This power of attorney is limited to making decisions, taking actions and executing any documents as may be necessary with respect to the property located at
AVIA CONDOS

EFFECTIVE DATE

7. This continuing power of attorney for property comes into effect upon the date hereof.

REVOCATION

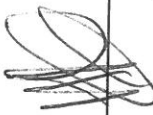
8. Any prior power of attorney for property or any power of attorney which affects my property given by me, except a power of attorney given to a bank or financial institution for the purpose of transacting my business with that bank or financial institution, is hereby revoked.

COMPENSATION

9. I authorize my attorney(s) and my attorney(s) has or have agreed to accept no compensation for any work done by him, her or them pursuant to this power of attorney for property.

Executed at Toronto this 26th day of March, 2019 in the presence of both witnesses, each present at the same time.


Witness #1 Madlin Ali Mews
4011 Brickstone Meadows
Address: Mississauga, ON L5B0J7


Witness #2 225 Webb Drive # 3701
Address: Mississauga, Ontario
L5B4P2.


Grantor

CANADA)
)
Province of Ontario)
)
To Wit)

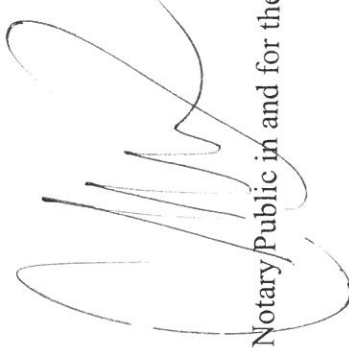
To all whom these Presents
may come, be seen or known

I, Cindy Lou McGoldrick, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Mississauga, in the Regional Municipality of Peel in said Province,

Do Certify and Attest that the paper-writing hereto annexed is a true copy of a document produced and shown to me by Lama Khalid Hawari and purporting to be her Power of Attorney, date of issue being March 28, 2019.

The said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office on April 12, 2019.


A Notary Public in and for the Province of Ontario.

Cindy McGoldrick Professional Corporation
6850 Millcreek Drive # 102
Mississauga, Ontario L5N 4J9



CONTINUING POWER OF ATTORNEY FOR PROPERTY (SHORT FORM)

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is given

by Lama Khalid Hawari
[Grantor]

of the City of Mississauga, in the Province of Ontario

APPOINTMENT

1. I APPOINT my Friend, Mohamed Al-Ali

to be my attorney(s) for property, and I authorize my attorney(s) to do, on my behalf, any and all acts, which I could do if capable, except make a will, subject to any conditions and restrictions contained herein. My attorney(s) 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. All decisions to be made by my attorneys pursuant to this Power of Attorney shall be made by majority vote as between them.

SUBSTITUTION

2. If the above appointed attorney(s) refuse(s) to act, or is or are unable to act by reason of death, court removal, becoming incapable of managing property or resignation,

I SUBSTITUTE AND APPOINT my /, /

to act as my attorney(s) for my property, in the place of any attorney(s) appointed in paragraph 1 hereof who refuse(s) or is or are unable to act. The substituted attorney(s) shall, if able and willing to act, thereafter be my attorney(s) for property, together with any attorney appointed in paragraph 1 hereof who is able and willing to act and I authorize him, her or them thereafter to do, on my behalf, any and all acts which I could do, if capable, except make a will, subject to any conditions and restrictions contained herein. All decisions to be made by my substitute attorneys pursuant to this Power of Attorney shall be made by majority vote as between them.

CONTINUING POWER

3. This is a continuing power of attorney. It is my intention and I so authorize my attorney(s) 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*.

FAMILY LAW ACT CONSENT

4. If my spouse disposes of or encumbers any interest in a matrimonial home in which I have a right to possession under Part II of the *Family Law Act*, I authorize the attorney(s) named in this power of attorney for me and in my name to consent to the transaction as provided for in clause 21(1)(a) of the said Act.

CONDITIONS AND RESTRICTIONS

5. None.

-or-

6. This power of attorney is limited to making decisions, taking actions and executing any documents as may be necessary with respect to the property located at
AVIA CONDOS.

EFFECTIVE DATE

7. This continuing power of attorney for property comes into effect upon the date hereof.

REVOCACTION

8. Any prior power of attorney for property or any power of attorney which affects my property given by me, 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.

COMPENSATION

9. I authorize my attorney(s) and my attorney(s) has or have agreed to accept no compensation for any work done by him, her or them pursuant to this power of attorney for property.

Executed at Toronto this 28th day of March, 2019 in the presence of both witnesses, each present at the same time.


Witness #1 Madlin Al-Ali
4011 Brickstone Meadows
Address: Mississauga, ON L5B0J7


Witness #2 225 Webb Drive # 3701
Address: Mississauga, Ontario
L5B4P2.


Grantor

Individual Identification Information Record

Form 630

for use in the Province of Ontario

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: 430, Square One Drive,
Mississauga, ON

Sales Representative/Broker Name: In2ition Realty

Date Information Verified/Credit File Consulted:

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: LAMIA KHAYD DAUD
2. Address: 262, Avenue Dr. LBI IV8
Stoney Creek, ON
3. Date of Birth: 1977.10.21.06
4. Nature of Principal Business or Occupation: Architect

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*: DRIVERS LICENCE
(must view the original and have a photo of the individual on REALTOR Link® for examples)
2. Document Identifier Number: B050215215208
3. Issuing Jurisdiction: ONTARIO
4. Document Expiry Date: (Insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
(must be valid and not expired) CANADA

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**: (must be valid and not expired; must be recent if no expiry date)
- ☐ 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**: (must be valid and not expired; must be recent if no expiry date)
- ☐ Verify the individuals' name and confirm a financial account*
 - ☐ Name of Source:
 - ☐ Financial Account Type:
 - ☐ Account Number**: ** Or reference number if there is no account number.

*See CREA's FINTRAC materials on REALTOR Link® for examples.



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.

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

- ☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain:

Date on which above measures taken:

2. Reasons why measures were unsuccessful (check one):

- ☐ Unrepresented individual did not provide information
☐ Other, explain:

B. Verification of Third Parties

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):
☐ Yes
☐ No

Measures taken (check one):

- ☐ Asked if client was acting on behalf of a third party
☐ Other, explain:

Date on which above measures taken:

Reason why measures were unsuccessful (check one):

- ☐ Client did not provide information
☐ Other, explain:

Indicate whether there are any other grounds to suspect a third party (check one):
☐ No
☐ Yes, explain:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party:

2. Address:

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue (if applicable):

6. Relationship between third party and client:

Individual Identification Information Record

NOTE: Only complete Sections C and D for your clients.

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

- ☐ Explain:

High Risk

- ☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- ☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.



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D. Business Relationship

(ask your Compliance Officer when this section is applicable)

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

☒ Residential property

☐ Commercial property

☐ Other, please specify:

☐ Residential property for income purposes

☐ Land for Commercial Use

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.