Worksheet

Standard Assignment

Pre- Occupancy

Suite: 1818 **Tower:** BLK9S **Date:** SEPT 10/20 **Completed by:** ANDREA ALSIP COTNAM

Please mark if completed:

- ✓ Copy of Assignment Amendment $0.00
- O Assignment Agreement Signed by both Assignor and Assignee
- ✓ Certified Deposit Cheque for Top up Deposit to 25% payable to Aird and Berlis LLP in Trust: $35,590
- ✓ Certified Deposit Cheque for Assignment fee $ $0.00 / LEGAL FEE $565 as per the Assignment Amendment payable to Amacon Development (City Centre) Corp. Courier to Dragana at Amacon Head office (Toronto).
- ✓ Agreement must be in good standing. Funds in Trust: $53,385.
- ✓ Assignors Solicitors information Shane Hilton
- ✓ Assignees Solicitors information Sarah Razzouk
- O Include Fintrac for Assignee – Occupation and Employer
- ✓ Copy of Assignees ID
- ✓ Copy of Assignees Mortgage Approval

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 Aird & Berlis LLP via email. Please remember that the Assignment fee cheque should be couriered to Amacon.

Administration Notes:

_____

_____

_____

_____

_____

_____

NINE **AGREEMENT OF PURCHASE AND SALE**

Suite **1818**
Unit **17** Level **17 - South Tower**
Floor Plan **ARBUTUS**

The undersigned, **NIVIN NAGUIB MASSOUD** (collectively, the "**Purchaser**"), hereby agrees with **Amacon Development (City Centre) Corp.** (the "**Vendor**") to purchase the above-noted Residential Unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with **1** Parking Unit(s), and **1** Storage Unit(s), to be located in the proposed condominium project known as BLOCK NINE in Mississauga, Ontario, Canada (the "**Building**") together with an undivided interest in the common elements appurtenant to such units and the exclusive use of those parts of the common elements attaching to such units, as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

1 The purchase price of the Unit (the "**Purchase Price**") is **Three Hundred Fifty-Five Thousand Nine Hundred ($355,900.00)**) DOLLARS inclusive of HST as set out in paragraph 6 (f) of this agreement, in lawful money of Canada, payable as follows:

(a) to Blaney McMurtry LLP (the "Vendor's Solicitors"), in Trust, in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Closing Date:

(i) the sum of **Two Thousand ($2,000.00)** Dollars submitted with this Agreement;

(ii) the sum of **Fifteen Thousand Seven Hundred Ninety-Five ($15,795.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i) and (ii) to five (5%) percent of the Purchase Price submitted with this Agreement and post dated thirty (30) days following the date of execution of this Agreement by the Purchaser;

(iii) the sum of **Seventeen Thousand Seven Hundred Ninety-Five ($17,795.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser,

(iv) the sum of **Seventeen Thousand Seven Hundred Ninety-Five ($17,795.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser; and

(v) the sum of **Seventeen Thousand Seven Hundred Ninety-Five (17,795.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

(b) The balance of the Purchase Price by certified cheque or bank draft on the Closing Date, subject to the adjustments hereinafter set forth.

2 (a) The Purchaser shall occupy the Unit on **June 14, 2018** being the First Tentative Occupancy Date set in accordance with the TARION Statement of Critical Dates (**"TARION Statement"**) annexed hereto, or such extended or accelerated date established by the Vendor or by mutual agreement in accordance with the terms herein, the TARION Statement and the TARION Delayed Occupancy Warranty Addendum (together, the "**TARION Statement and Addendum**") annexed hereto (the "**Occupancy Date**").

(b) Transfer of title to the Unit shall be completed on the later of the Occupancy Date or such extended or accelerated date established in accordance with the TARION Statement and Addendum (the "**Closing Date**"). The transaction of purchase and sale shall be completed on the date set out by notice in writing from the Vendor or its solicitor to the Purchaser or its solicitor following registration of the Creating Documents so as to permit the Purchaser or his solicitor to examine title to the Unit, provided that Closing shall be no earlier than fifteen (15) days after the date of such notice and no later than one hundred and twenty (120) days after registration of the Condominium and further provided that if such date is prior to the Occupancy Date then the transaction of purchase and sale shall be completed on the Occupancy Date.

Paragraphs 3 through 56 hereof, Schedules "A"(Suite Plan), "B" (Features and Finishes), "C" (Terms of Occupancy Licence), "D" (Purchaser's Acknowledgment of Receipt) and the TARION Statement and Addendum attached hereto are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that it has read all paragraphs, Schedules and the TARION Statement and Addendum, which comprise this Agreement.

DATED at **Mississauga, Ontario** this 16 day of September **2015.**

SIGNED, SEALED AND DELIVERED)
In the Presence of:)
)
) **Purchaser:** NIVIN NAGUIB MASSOUD **D.O.B.** 01-Mar-73 **S.I.N.** 519-460-554
Witness:

DATED at TORONTO this 21 day of SEPTEMBER **2015.**

Vendor's Solicitor:
BLANEY MCMURTRY LLP
2 Queen Street East, Suite 1500
Toronto, Ontario M5C 3G5
Attn: Tammy A. Evans

Purchaser's Solicitor:

AMACON DEVELOPMENT (CITY CENTRE) CORP.

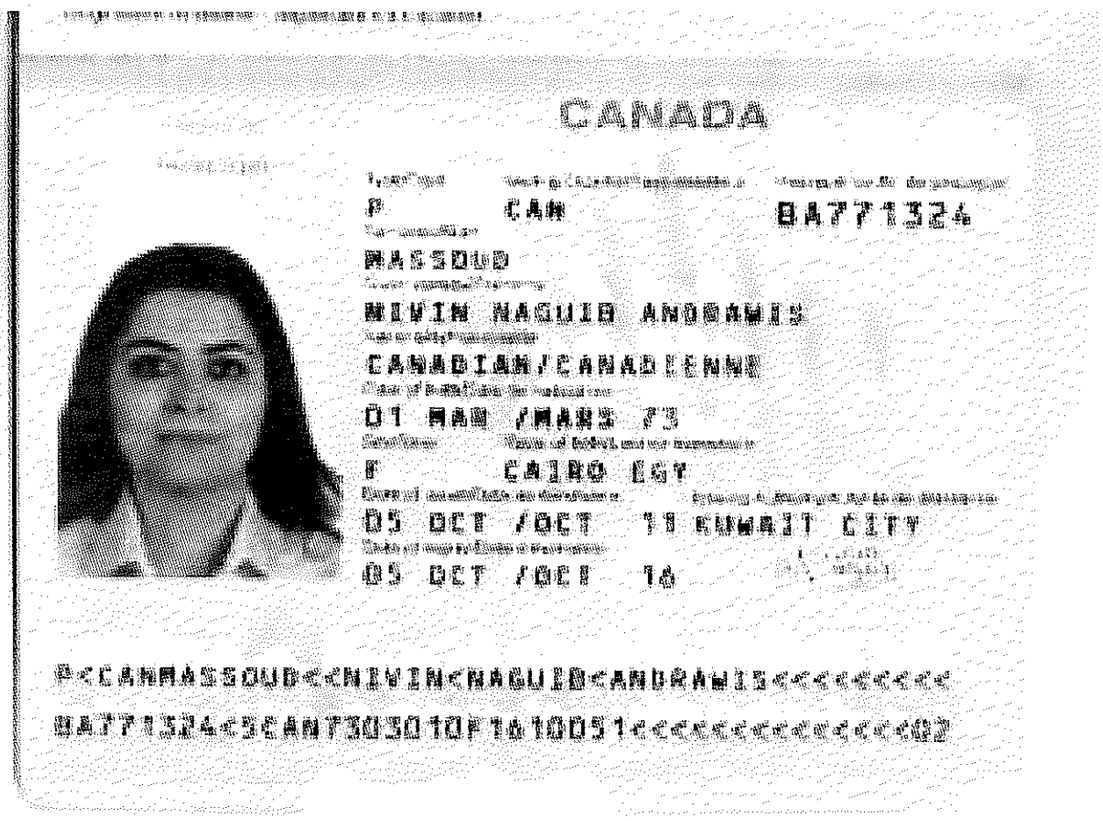
PER: _____
Authorized Signing Officer
I/We have the authority to bind the Corporation

Schedule "A'

Details of Assignor / Assignee

ASSIGNOR	NAME	: Nivin Naguib Andrawis Massoud
	DATE OF BIRTH	: 01 / 03 / 1973
	SIN	: 519 460 554
	ADDRESS	:
		:
	Tel	:
	Cell	:
	Facsimile	:
	E-mail	: nnaguib@acc-me.com
ASSIGNOR'S SOLICITOR		:
	ADDRESS	:
	Tel / Facsimile	:
	E-mail	:
	Cell	:

ASSIGNEE	NAME	: EMADEL-DEEN ALYA BDUL AZIZ ABU SUKHEILAH
	DATE OF BIRTH	: feb. 03. 1975
	SIN	: 535 483 556
	ADDRESS	: 304-110 Marine Parade Dr. Toronto ON
		: M8V 0B6
	Tel	: 437 886 2483
	Cell	:
	Facsimile	:
	E-mail	: emadeemc@gmail.com
		:
ASSIGNEE'S SOLICITOR		: Sarah Razzouk
	ADDRESS	: 310-2600 Edenhurst Drive, Mississauga, ON, L5A 3Z8
	Tel / Facsimile	: T. (905) 232.1095 F. (905) 232.1096
	E-mail	: srazzouk@razzouklaw.ca
	Cell	:



CANADA

P CAN BA771324

MASSOUD

NIVIN NAGUIB ANDRAWIS

CANADIAN/CANADIENNE

01 MAR /MARS 73

F CAIRO EGY

05 OCT /OCT 11 KUWAIT CITY

05 OCT /OCT 16

P<CANMASSOUD<<NIVIN<NAGUIB<ANDRAWIS<<<<<<<<<

BA771324<9CAN7303010F1610051<<<<<<<<<<<<<<02

SIN: 519.560.554

PASSPORT
PASSEPORT

CANADA

Type/Type
P

Issuing Country/Pays émetteur
CAN

Passport No./N° de passeport
HG195177

Surname/Nom
MASSOUD

Given names/Prénoms
NIVIN NAGUIB ANDRAWIS

Nationality/Nationalité
CANADIAN/CANADIENNE

Date of birth/Date de naissance
01 MAR /MARS 73

Sex/Sexe
F

Place of birth/Lieu de naissance
CAIRO EGY

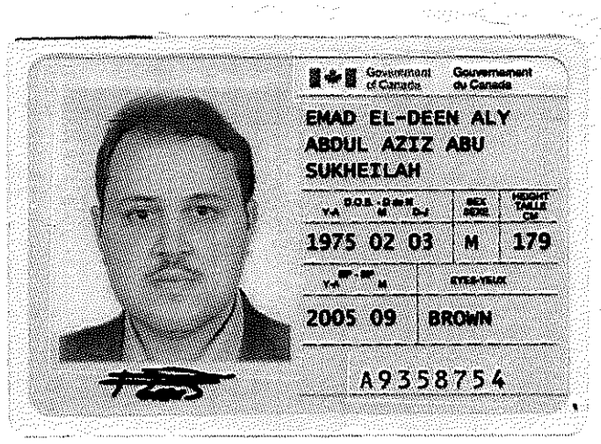
Date of issue/Date de délivrance
13 MAY /MAI 16

Date of expiry/Date d'expiration
13 MAY /MAI 26

Issuing Authority/Autorité de délivrance
KUWAIT CITY

EFZ6100 4

P<CANMASSOUD<<NIVIN<NAGUIB<ANDRAWIS<<<<<<<<<
HG195177<7CAN7303010F2605133<<<<<<<<<<<<<<04



Government of Canada | Gouvernement du Canada

EMAD EL-DEEN ALY
ABDUL AZIZ ABU
SUKHEILAH

D.O.B. - D.N.M. Y-A M Day	SEX SEXE	HEIGHT TAILLE CM
1975 02 03	M	179

EXP. - EXP. Y-A M	EYES-YEUX
2005 09	BROWN

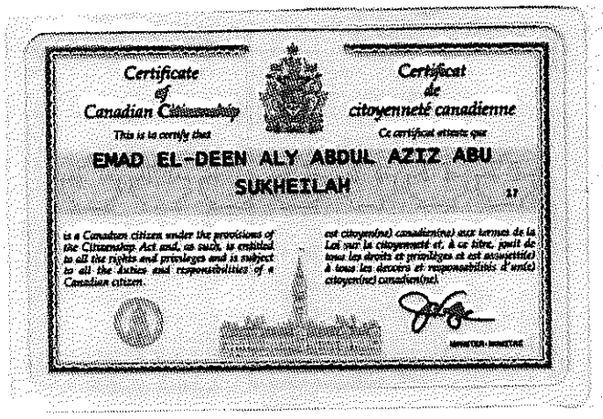
A9358754

Human Resources Development Canada | Développement des ressources humaines Canada

SOCIAL INSURANCE NUMBER | NUMÉRO D'ASSURANCE SOCIALE

535 483 556

EMAD ALI ABU SUKHEILAH



Certificate of Canadian Citizenship

Certificat de citoyenneté canadienne

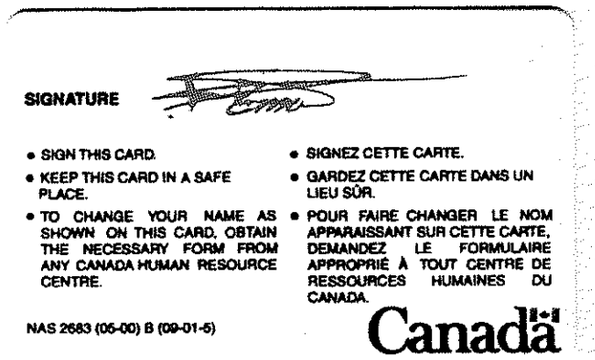
This is to certify that

Ce certificat atteste que

EMAD EL-DEEN ALY ABDUL AZIZ ABU SUKHEILAH

is a Canadian citizen under the provisions of the Citizenship Act and, as such, is entitled to all the rights and privileges and is subject to all the duties and responsibilities of a Canadian citizen.

est citoyen(ne) canadien(ne) aux termes de la Loi sur la citoyenneté et, à ce titre, jouit de tous les droits et privilèges et est assujetti(e) à tous les devoirs et responsabilités d'un(e) citoyen(ne) canadien(ne).



SIGNATURE

- SIGN THIS CARD.
- KEEP THIS CARD IN A SAFE PLACE.
- TO CHANGE YOUR NAME AS SHOWN ON THIS CARD, OBTAIN THE NECESSARY FORM FROM ANY CANADA HUMAN RESOURCE CENTRE.

- SIGNEZ CETTE CARTE.
- GARDEZ CETTE CARTE DANS UN LIEU SÛR.
- POUR FAIRE CHANGER LE NOM APPARAISSANT SUR CETTE CARTE, DEMANDEZ LE FORMULAIRE APPROPRIÉ À TOUT CENTRE DE RESSOURCES HUMAINES DU CANADA.

NAS 2683 (05-00) B (09-01-5)

Canada

- Occupation and employer of Assignee

Emad Abu Sukheilah | Deputy CEO

eemc | Enhanced Engineering & Multi–Technologies Co.

FIRST NATIONAL

FINANCIAL LP

This Certificate confirms that:

Block Nine South, Mississauga - 4055-4085 Parkside Village Drive, Suite 1818 Unit 17 Level 17 - South Tower

Mortgage Number: 2897447

Name(s): Emad El-Deen Aly Abdul Aziz Abu Sukheilah

has/have been pre-approved for a Guaranteed Rate First Mortgage Loan on the following terms:

Mortgage Details: Purchase Price $355,900.00

Principal Amount:	$ 284,720.00	Term: 60 Months
Guaranteed Interest Rate:	3.290%	Amortization: 25 Years
Loan Type:	Fixed Rate	**MORTGAGE EXPIRY DATE : MAY 2021**
Monthly Payment:	$ 1,390.00 (Principal & Interest)	

Interest Rate Pre-Approval Period:

The stated Guaranteed Interest Rate is valid until May 30, 2021. If 5 days prior to your scheduled closing date our current interest rate is lower than the Guaranteed Interest Rate, then upon request by you or your mortgage broker, the lower interest rate will prevail.

Terms and Conditions:

1. Final approval of the mortgage loan by First National is subject to the mortgage loan meeting our lending eligibility rules, including property eligibility, credit history, employment, income and down payment verification. Final approval is also subject to the loan being approved for mortgage default insurance if applicable. Upon final approval, you will receive a signed Commitment Letter from us outlining further terms of the mortgage loan and what is necessary to close your mortgage loan.

2. The actual mortgage principal amount may vary depending on a number of factors including the value of the property purchased, appraisal report, costs of mortgage default insurance, property taxes, condominium fees, heating costs and the qualifying interest rate at the time the Commitment Letter is issued.

3. The monthly payment amount is an estimate of the principal and interest only and may be adjusted for property taxes.

4. The Guaranteed Interest Rate is applicable only for the Term set out above. Any changes to the Term will be at our prevailing interest rate at the time of the request.

DATE: August 15, 2020

Authorized Representative:

"Serving Canadians Across Canada"

Vancouver Calgary Toronto Montreal Halifax

BLOCK
NINE

SUITE 1818 UNIT 17 LEVEL 17

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 21st day of August 2020.

A M O N G:

NIVIN NAGUIB MASSOUD

(hereinafter called the "**Assignor**")

OF THE FIRST PART;

- and -

EMAD EL-DEEN ALY ABDUL AZIZ ABU SUKHEILAH

(hereinafter called the "**Assignee**")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) CORP.

(hereinafter called the "**Vendor**")

OF THE THIRD PART.

WHEREAS:

(A) By Agreement of Purchase and Sale dated the 16th day of September, 2015 and accepted the 21st day of September, 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 17, Level 17, Suite 1818, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4055 Parkside Village Drive , 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**

I, Waleed A. Kh. Al-Ajouz, member of Kuwait Lawyers Society, holding membership No. 4577, having witnessed the signature of NIVIN NAGUIB MASSOUD, and the identification document at the same time, confirm that the signature of NIVIN NAGUIB MASSOUD is a reasonable likeness to the one in the identification document/

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 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 Aird & Berlis, 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 **21st** day of **August** 2020.

Witness	NIVIN NAGUIB MASSOUD (Assignor)
Witness	(Assignor)
Witness	EMAD EL-DEEN ALY ABDUL AZIZ ABU SUKHEILAH (Assignee)
Witness	(Assignee)

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Title:

Name:

Authorized Signing Officer

I have authority to bind the Corporation

Lawyer/Ali Mohamed Alali Law Firm ★ For Law Work and Legal Consultations

There appeared the so-called/Emad Abu Sukheilah at Ali Mohammad AL Ali's law firm and requested to be a witness on this contract. Approval has been granted to sign as a witness without any liabilities. Our firm (law firm) hereby declares that Emad Abu Sukheilah appeared & signed the contract/

Emad Ali

From: Waleed Al-Alayoub < w.alayoub@al-ayoub.org> <w.alayoub@al-ayoub.org>
Sent: Wednesday, October 14, 2020 4:08 PM
To: nnaguib@acc-me.com
Cc: Emad Ali; soochlaw23@gmail.com; Chetan Sharma
Subject: RE: Identity & Signature Confirmation

Dear Ms. Naguib,

We confirm that you have visited our office and have provided signature to the document attached to your email below in our presence. We confirm that we have seen the Kuwait Civil ID, Canadian Passport and Canadian Certificate of Citizenship presented by you during your visit.

Regards,

Waleed A. Alayoub
Assistant Managing Partner

Abdullah Kh. Al-Ayoub & Associates
Souk Al Kabir Building, Block "B", 9th Floor
Fahad Al-Salem Street
P.O. Box 1714,
13018 Safat, Kuwait.
Tel: (965) 22464321/2/3
Fax: (965) 22434711, 22466591
E-mail: w.alayoub@al-ayoub.org
Website: www.al-ayoub.org

From: nnaguib@acc-me.com <nnaguib@acc-me.com>
Sent: Wednesday, October 14, 2020 3:08 PM
To: Waleed Al-Alayoub < w.alayoub@al-ayoub.org> <w.alayoub@al-ayoub.org>
Cc: e.abusukheilah@eemc.com; soochlaw23@gmail.com; Chetan Sharma <c.sharma@al-ayoub.org>
Subject: Identity & Signature Confirmation

Dear Mr. Al-Ayoub,

May you kindly confirm that I myself (Nivin Naguib) came to your office and signed the papers in your presence and that you have verified my identity upon this meeting and paper signature.

STATUTORY DECLARATION

Kuwait	} **IN THE MATTER OF**
	} **Identity for**
	} **NIVIN NAGUIB MASSOUD**
	}
TO WIT	} **BY:** WALEED A. KH. AL-AYOUB

I, WALEED A. KH. AL-AYOUB, of KUWAIT, **SOLEMNLY DECLARE AND SAY:**

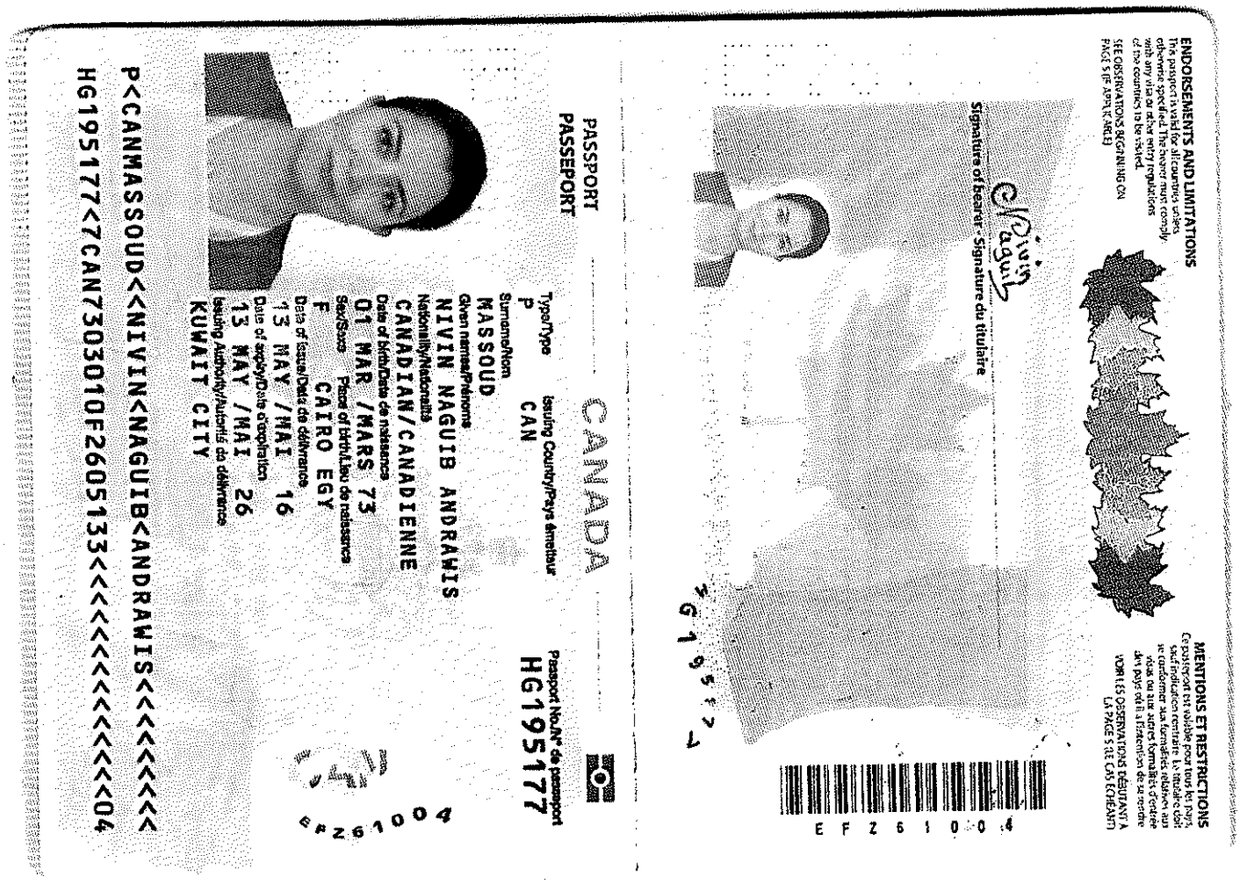
1. **I confirm that I have identified NIVIN NAGUIB MASSOUD and her signature on the assignment agreement related to the property located at Suite 1818, Unit 17, Level 17, 4055 Parkside Village Drive, Mississauga, Ontario.**

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at)
) WALEED A. KH. AL-AYOUB

This 19 October 2020

A Commissioner etc.



ENDORSEMENTS AND LIMITATIONS

This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.

SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS

Ce passeport est valable pour tous les pays sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.

VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (SI CES ÉCHÉANT)

Signature of bearer - Signature du titulaire

EFZ61004

HG195177

PASSPORT
PASSEPORT

CANADA

Type/Type: P
Issuing Country/Pays émetteur: CAN
Passport No./N° de passport: HG195177

Surname/Nom: MASSOUD
Given names/Prénoms: NIVIN NAGUIB ANDRAWIS
Nationality/Nationalité: CANADIAN/CANADIENNE
Date of birth/Date de naissance: 01 MAR /MARS 73
Sex/Sexe: F
Place of birth/Lieu de naissance: CAIRO EGY
Date of issue/Date de délivrance: 13 MAY /MAI 16
Date of expiry/Date d'expiration: 13 MAY /MAI 26
Issuing Authority/Autorité de délivrance: KUWAIT CITY

EFZ61004

P<CANMASSOUD<<NIVIN<NAGUIB<ANDRAWIS<<<<<<<<<<
HG195177<7CAN7303010F2605133<<<<<<<<<<<<<<<04

I, Waleed A. Kh. Al-Ayoub, member of Kuwaiti Lawyers Society, holding membership No. 4577, having seen NIVIN NAGUIB — MASSOUD and identification document at the same time, thereby witness that this copy is the true copy of the original document. The original document has been returned to the individual.

19th Oct. 2020

Government of Canada | Gouvernement du Canada

EMAD EL-DEEN ALY
ABDUL AZIZ ABU
SUKHEILAH

D.O.B. - D de N Y-A M D-J	SEX SEXE	HEIGHT TAILLE CM
1975 02 03	M	179

DP - DP Y-A M	EYES-YEUX
2005 09	BROWN

A9558754

Certificate of Canadian Citizenship

Certificat de citoyenneté canadienne

This is to certify that

Ce certificat atteste que

EMAD EL-DEEN ALY ABDUL AZIZ ABU SUKHEILAH

17

is a Canadian citizen under the provisions of the Citizenship Act and, as such, is entitled to all the rights and privileges and is subject to all the duties and responsibilities of a Canadian citizen.

est citoyen(ne) canadien(ne) aux termes de la Loi sur la citoyenneté et, à ce titre, jouit de tous les droits et privilèges et est assujetti(e) à tous les devoirs et responsabilités d'un(e) citoyen(ne) canadien(ne).

MINISTER-MINISTRE

I, Ali Mohammad Al Ali Law firm hereby witness that this copy is the true copy of the original document./

Lawyer/Ali Mohamed Alali Law Firm ★ For Law Work and Legal Consultations ★

I, Ali Mohamad Alali (law firm) hereby, witness that this copy is the same copy of the original document.

ENDORSEMENTS AND LIMITATIONS
This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.
SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS
Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.
VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

ELL831142

TM026618

PASSPORT
PASSEPORT

CANADA

Type/Type: P
Issuing Country/Pays émetteur: CAN
Passport No./N° de passeport: AM026618

Surname/Nom: ABU SUKHEILAH
Given names/Prénoms: EMAD EL-DEEN ALY ABDUL AZIZ
Nationality/Nationalité: CANADIAN/CANADIENNE
Date of birth/Date de naissance: 03 FEB /FÉV 75
Sex/Sexe: M
Place of birth/Lieu de naissance: KUWAIT CITY KWT
Date of issue/Date de délivrance: 18 SEPT/SEPT 19
Date of expiry/Date d'expiration: 18 SEPT/SEPT 29
Issuing Authority/Autorité de délivrance: KUWAIT CITY

ELL831142

P<CANABU<SUKHEILAH<<EMAD<EL<DEEN<ALY<ABDUL<A
AM026618<5CAN7502031M2909185<<<<<<<<<<<<<<<06

Lawyer/Ali Mohamad Alali Law Firm ★ For Law Work and Legal Consultations ★

★ Lawyer ★ For Law ★ Firm ★

STATUTORY DECLARATION

Kuwait	} **IN THE MATTER OF**
	} **Identity for**
	} **Emad Abu Sukheilah**
	}
TO WIT	} **BY: ALI Mohammad ALALI**

I, ALI Mohammad ALALI, of KUWAIT, SOLEMNLY DECLARE AND SAY:

1. **I confirm that I have identified Emad Abu Sukheilah and his signature on the assignment agreement related to the property located at 4055 Parkside Village Drive, Mississauga Ontario, Suite 1818.**

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at)
) ALI Mohammad ALALI

This 20 October 2020

A Commissioner etc.

Lawyer/Ali Mohamed Alali Law Firm ★ For Law Work and Legal Consultations ★

65090301 6-516

Royal Bank of Canada
Banque Royale du Canada
4056 CONFEDERATION PARKWAY
MISSISSAUGA, ON

DATE 2020 09 22 (Y/A M/M D/J)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE AMACON DEVELOPMENT CITY CENTRE CORP $565.00

EXACTLY $565.00 ¢ CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN. / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 $ CANADIENS

RE/OBJET

PURCHASER NAME / NOM DE L'ACHETEUR

PURCHASER ADDRESS / ADRESSE DE L'ACHETEUR

B9S / 1818

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE MARIA SIME

COUNTERSIGNED / CONTRESIGNÉ

SIGNATURE STAMP / TIMBRE DE SIGNATURE

FORM 16518 (05-2019)

⑈65090301⑈ ⑆02115⑈003⑆ 099⑈013⑈5⑈

65090300 8-516

Royal Bank of Canada
Banque Royale du Canada
4056 CONFEDERATION PARKWAY
MISSISSAUGA, ON

DATE 2020 09 22 (Y/A M/M D/J)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE AIRD AND BERLIS LLP IN TRUST $35,590.00

EXACTLY $35,590.00 ¢ CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN. / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 $ CANADIENS

RE/OBJET

PURCHASER NAME / NOM DE L'ACHETEUR

PURCHASER ADDRESS / ADRESSE DE L'ACHETEUR

B9S / 1818

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE MARIA SIME

COUNTERSIGNED / CONTRESIGNÉ

SIGNATURE STAMP / TIMBRE DE SIGNATURE

FORM 16518 (05-2019)

⑈65090300⑈ ⑆02115⑈003⑆ 099⑈013⑈5⑈

Royal Bank Of Canada
4056 CONFEDERATION PARKWAY
MISSISSAUGA, ON
L5B 0G4

Transaction Record

Transit: 02115
Date: 22 Sep 2020
Time: 14:01:32

Reference #: 12026650493601021 15

Withdrawals
00002 598-***-2 36155.00 CAD

Products Purchased
Draft 35590.00 CAD
Service Fee 8.50 CAD
Draft 565.00 CAD
Service Fee 8.50 CAD

Thank you for choosing RBC Royal Bank.

BLOCK
NINE

SUITE 1818 UNIT 17 LEVEL 17

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 21st day of August 2020.

A M O N G:

NIVIN NAGUIB MASSOUD

(hereinafter called the "**Assignor**")

OF THE FIRST PART;

- and -

EMAD EL-DEEN ALY ABDUL AZIZ ABU SUKHEILAH

(hereinafter called the "**Assignee**")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) CORP.

(hereinafter called the "**Vendor**")

OF THE THIRD PART.

WHEREAS:

(A) By Agreement of Purchase and Sale dated the 16th day of September, 2015 and accepted the 21st day of September, 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 17, Level 17, Suite 1818, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4055 Parkside Village Drive , 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**

I, Waleed A. Kh. Alghoub, member of Kuwait Lawyers Society, holding membership No. 4577, having witnessed the signature of NIVIN NAGUIB MASSOUD, and the identification document at the same time, confirm that the signature of NIVIN NAGUIB MASSOUD is of reasonable likeness to the one in the identification document.

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 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 Aird & Berlis, 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 **21st** day of **August** 2020.

Witness	NIVIN NAGUIB MASSOUD (Assignor)
Witness	(Assignor)
Witness	EMAD EL-DEEN ALY ABDUL AZIZ ABU SUKHEILAH (Assignee)
Witness	(Assignee)

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: _____

Title:

Name:

Authorized Signing Officer

I have authority to bind the Corporation

Lawyer/Ali Mohamed Alali Law Firm ★ For Law Work and Legal Consultation

There appeared the so-called/Emad Abu Sukheilah at Ali Mohammed AL Ali law Firm and requested to be a witness on this contract. Approval has been granted to sign as a witness without any liability. Our Firm (Law Firm) hereby declares that Emad Abu Sukheilah appeared & signed the contract/

Emad Ali

From: Waleed Al-Alayoub < w.alayoub@al-ayoub.org> <w.alayoub@al-ayoub.org>
Sent: Wednesday, October 14, 2020 4:08 PM
To: nnaguib@acc-me.com
Cc: Emad Ali; soochlaw23@gmail.com; Chetan Sharma
Subject: RE: Identity & Signature Confirmation

Dear Ms. Naguib,

We confirm that you have visited our office and have provided signature to the document attached to your email below in our presence. We confirm that we have seen the Kuwait Civil ID, Canadian Passport and Canadian Certificate of Citizenship presented by you during your visit.

Regards,

Waleed A. Alayoub
Assistant Managing Partner

Abdullah Kh. Al-Ayoub & Associates
Souk Al Kabir Building, Block "B", 9th Floor
Fahad Al-Salem Street
P.O. Box 1714,
13018 Safat, Kuwait.
Tel: (965) 22464321/2/3
Fax: (965) 22434711, 22466591
E-mail: w.alayoub@al-ayoub.org
Website: www.al-ayoub.org

From: nnaguib@acc-me.com <nnaguib@acc-me.com>
Sent: Wednesday, October 14, 2020 3:08 PM
To: Waleed Al-Alayoub < w.alayoub@al-ayoub.org> <w.alayoub@al-ayoub.org>
Cc: e.abusukheilah@eemc.com; soochlaw23@gmail.com; Chetan Sharma <c.sharma@al-ayoub.org>
Subject: Identity & Signature Confirmation

Dear Mr. Al-Ayoub,

May you kindly confirm that I myself (Nivin Naguib) came to your office and signed the papers in your presence and that you have verified my identity upon this meeting and paper signature.

STATUTORY DECLARATION

Kuwait	} **IN THE MATTER OF**
	} **Identity for**
	} **NIVIN NAGUIB MASSOUD**
	}
TO WIT	} **BY:** WALEED A. KH. AL-AYOUB

I, WALEED A. KH. AL-AYOUB, of KUWAIT, **SOLEMNLY DECLARE AND SAY:**

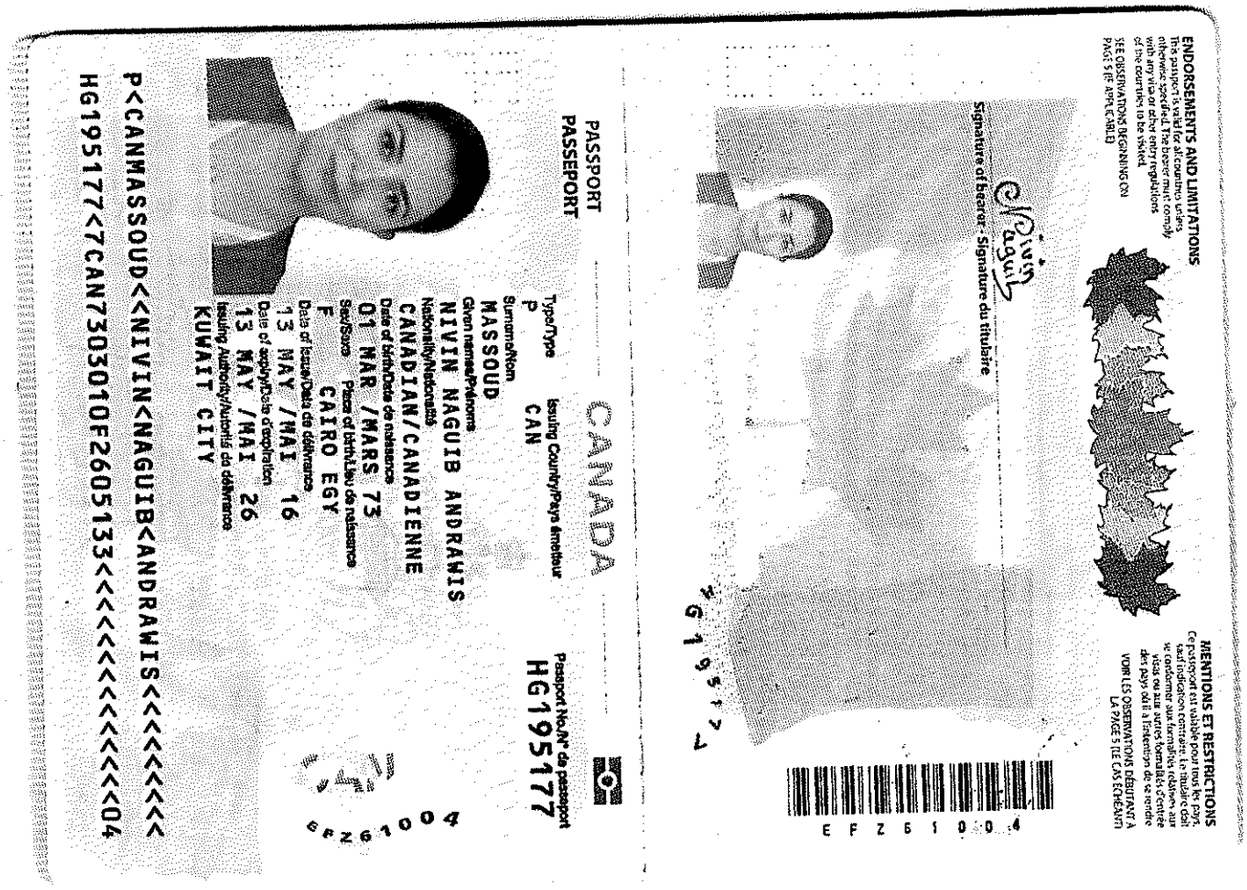
1. **I confirm that I have identified NIVIN NAGUIB MASSOUD and her signature on the assignment agreement related to the property located at Suite 1818, Unit 17, Level 17, 4055 Parkside Village Drive, Mississauga, Ontario.**

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at)
) WALEED A. KH. AL-AYOUB

This 19 October 2020

A Commissioner etc.



ENDORSEMENTS AND LIMITATIONS
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SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS
Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il s'intègre de se rendre
VOIR LES OBSERVATIONS DEBUTANT A LA PAGE 5 (LE CAS ECHEANT)

Signature of Bearer - Signature du titulaire

HG195177

EFZ61004

PASSPORT
PASSEPORT

CANADA

Type/Type
P

Issuing Country/Pays émetteur
CAN

Passport No./N° de passeport
HG195177

Surname/Nom
MASSOUD

Given names/Prénoms
NIVIN NAGUIB ANDRAWIS

Nationality/Nationalité
CANADIAN/CANADIENNE

Date of birth/Date de naissance
01 MAR /MARS 73

Sex/Sexe
F

Place of birth/Lieu de naissance
CAIRO EGY

Date of issue/Date de délivrance
13 MAY /MAI 16

Date of expiry/Date d'expiration
13 MAY /MAI 26

Issuing Authority/Autorité de délivrance
KUWAIT CITY

EFZ61004

P<CANMASSOUD<<NIVIN<NAGUIB<ANDRAWIS<<<<<<<<<<
HG195177<7CAN7303010F2605133<<<<<<<<<<<<<<<04

I, Waleed A. Kh. Al-Ayoub, member of Kuwaiti Lawyers Society, holding membership No. 4577, having seen NIVIN NAGUIB — MASSOUD and identification document at the same time, thereby witness that this copy is the true copy of the original document. The original document has been returned to the individual.

19th Oct. 2020

CANADA
PROVINCE OF ONTARIO

IN THE MATTER OF ASSIGNMENT AGREEMENT OF 1818-4055 PARKSIDE VILLAGE DR, MISSISSAUGA

I, Kamalprit Sooch, resident of the City of Brampton, in the Province of Ontario, Canada, **MAKE OATH AND STATE AS UNDER:**

1. I am a registered lawyer with the Law Society of Ontario.
2. I have confirmed my client, Nivin Naguib Massoud's, identity via overseas lawyer in Kuwait, being Waleed A. Alayoub.
3. I have confirmed my retainer on this transaction, being the assignment & purchase of suite 1818, 4055 Parkside Village Dr, Mississauga, Ontario.
4. I have communicated with my client, and confirmed instructions to proceed with the assignment agreement of the subject property.

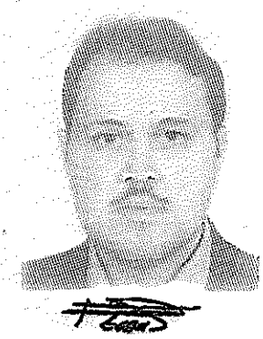
AND I make this solemn declaration in support of assignment of agreement of purchase of 1818-4055 Parkside village dr, Mississauga, Ontario, and for no other purpose, believing it to be true and knowing that it is of the same effect as if made under oath.

DECLARED before me at the City of Mississauga, in the Province of Ontario on this 21st Day of October 2020)

KAMALPRIT SOOCH

Notary Public, etc.

SUSHMA BHAKAL
Licensed Paralegal / Oath Commissioner
Suite 506, 218 Export Blvd
Mississauga, Ontario L5S 0A7
Tel: 647-224-1474



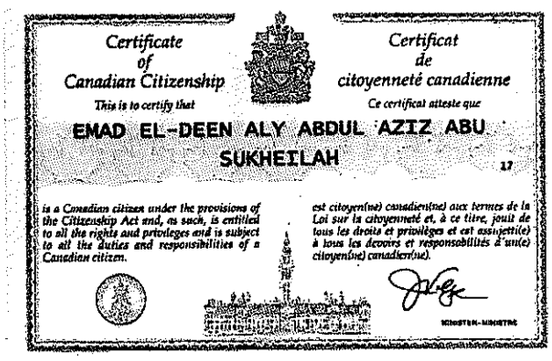
Government of Canada | Gouvernement du Canada

EMAD EL-DEEN ALY
ABDUL AZIZ ABU
SUKHEILAH

D.O.B. - D de N Y-A M D-J	SEX SEXE	HEIGHT TAILLE CM
1975 02 03	M	179

DP - DP Y-A M	EYES-YEUX
2005 09	BROWN

A9558754



Certificate of Canadian Citizenship

Certificat de citoyenneté canadienne

This is to certify that

Ce certificat atteste que

EMAD EL-DEEN ALY ABDUL AZIZ ABU SUKHEILAH

17

is a Canadian citizen under the provisions of the Citizenship Act and, as such, is entitled to all the rights and privileges and is subject to all the duties and responsibilities of a Canadian citizen.

est citoyen(ne) canadien(ne) aux termes de la Loi sur la citoyenneté et, à ce titre, jouit de tous les droits et privilèges et est assujetti(e) à tous les devoirs et responsabilités d'un(e) citoyen(ne) canadien(ne).

MINISTER-MINISTRE

I, Ali Mohammad Al Ali Law firm hereby witness that this copy is the true copy of the original document./

Lawyer/Ali Mohamed Alali Law Firm ★ For Law Work and Legal Consultations ★

ENDORSEMENTS AND LIMITATIONS
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VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

ELL031142

AM026618

PASSPORT
PASSEPORT

CANADA

Type/Type: P
Issuing Country/Pays émetteur: CAN
Passport No./N° de passeport: AM026618
Surname/Nom: ABU SUKHEILAH
Given names/Prénoms: EMAD EL-DEEN ALY ABDUL AZIZ
Nationality/Nationalité: CANADIAN/CANADIENNE
Date of birth/Date de naissance: 03 FEB /FÉV 75
Sex/Sexe: M
Place of birth/Lieu de naissance: KUWAIT CITY KWT
Date of issue/Date de délivrance: 18 SEPT/SEPT 19
Date of expiry/Date d'expiration: 18 SEPT/SEPT 29
Issuing Authority/Autorité de délivrance: KUWAIT CITY

P<CANABU<SUKHEILAH<<EMAD<EL<DEEN<ALY<ABDUL<A
AM026618<5CAN7502031M2909185<<<<<<<<<<<<<<06

I, Ali Mohamed Alali (Law Firm) hereby, witness that this copy is the same copy of the original document.

Lawyer/Ali Mohamed Alali Law Firm ★ For Law Work and Legal Consultations ★

★ Law... ★ For La... ★ Firm ★

STATUTORY DECLARATION

Kuwait	} **IN THE MATTER OF**
	} **Identity for**
	} **Emad Abu Sukheilah**
	}
TO WIT	} **BY: ALI Mohammad ALALI**

I, ALI Mohammad ALALI, of KUWAIT, SOLEMNLY DECLARE AND SAY:

1. **I confirm that I have identified Emad Abu Sukheilah and his signature on the assignment agreement related to the property located at 4055 Parkside Village Drive, Mississauga Ontario, Suite 1818.**

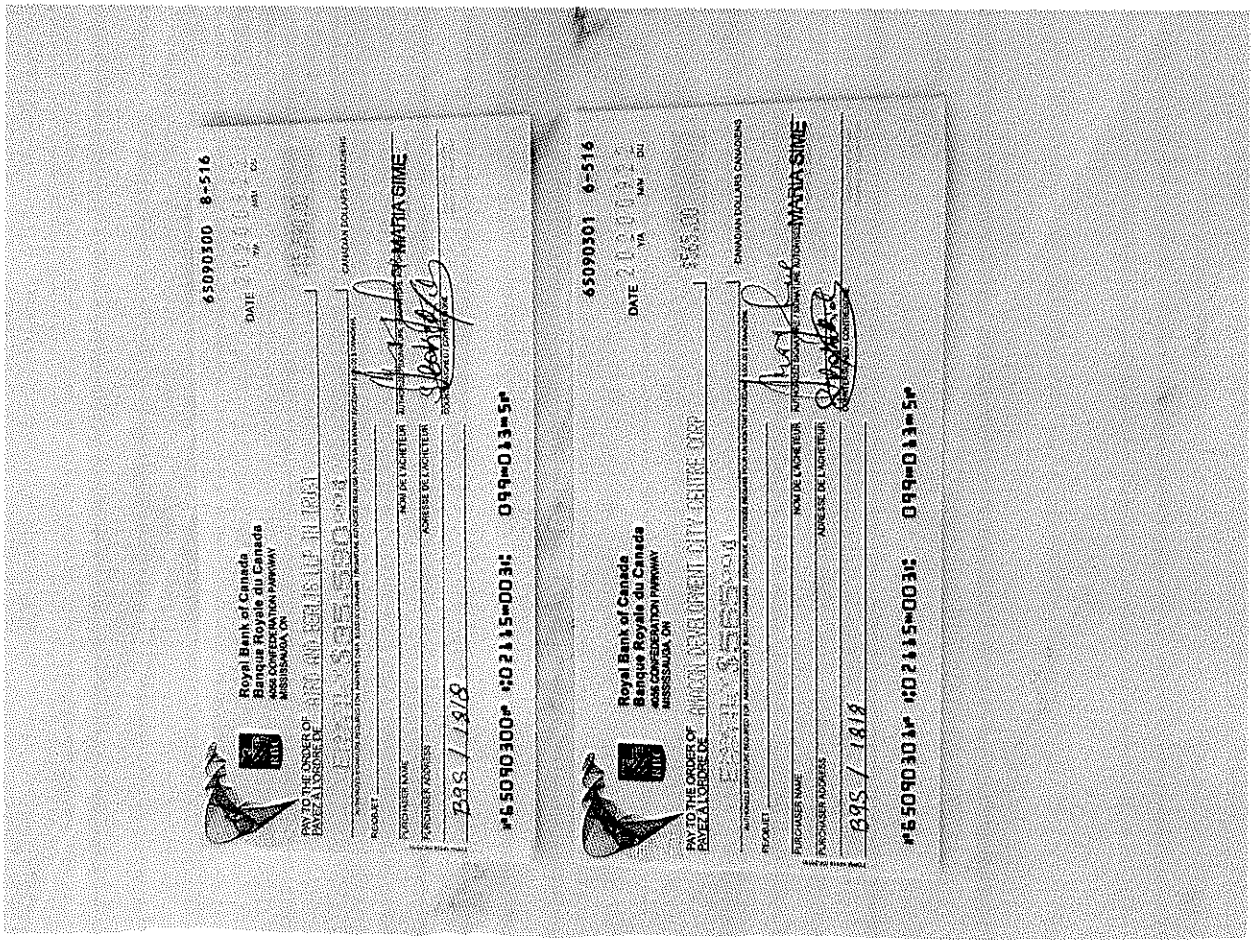
AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at)
) ALI Mohammad ALALI

This 20 October 2020

A Commissioner etc.

Lawyer/Ali Mohamed Alali Law Firm ★ For Law Work and Legal Consultations ★



Waiting for Dagana's Response.