

# Worksheet Leasing

Suite: 712 Tower: PSV Date: May 2/17 Completed by: Silvi

Iyad Alhabbash

Please mark if completed:

- ✓ ● Copy of 'Lease Prior to Closing' Amendment
- ✓ ● Copy of Lease Agreement
- Certified Deposit Cheque for Top up Deposit to <sup>20%</sup>25% payable to Blaney McMurtry LLP in Trust
- ✓ ● Certified Depcsit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). \$500 + HST.
- Agreement must be in good standing. Funds in Trust: \$ 30,457.
- ✓ ● Copy of Tenant's ID
- ✓ ● Copy of Tenant's First and Last Month Rent
- ✓ ● Copy of Tenant's employment letter or paystub
- ✓ ● Copy of Credit Check
- ✓ ● Copy of the Purchasers Mortgage approval
- ✓ ● The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

## Administration Notes:

\*Chaza (omer's wife) requesting to  
waiue top-up - steph to Advise  
CA

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

Suite **712** Tower **ONE** Unit **12** Level **7** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the 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.

Insert:

**Notwithstanding paragraph 22 of this Agreement**, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement.
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of Five Hundred Dollars (\$500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

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 3 day of April 2017.

Witness

Purchaser: **IYAD ALHABBASH**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 4 day of May 2017.

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

# **Agreement to Lease Residential**

This Agreement to Lease dated this 10th day of April, 2017

**TENANT (Lessee),** LIBIN THOMAS BABU  
(Full legal names of all Tenants)

**LANDLORD (Lessor),** Iyad Alhabbash  
(Full legal name of Landlord)

**ADDRESS OF LANDLORD** 4011 Brickstone Mews 712  
(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

**1. PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:  
4011 Brickstone Mews 712

**2. TERM OF LEASE:** The lease shall be for a term of 1 year commencing May 1, 2017

**3. RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of One Thousand Six Hundred Forty Canadian Dollars (CDN\$ 1,640.00), payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

**4. DEPOSIT AND PREPAID RENT:** The Tenant delivers Upon Acceptance  
(Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to WEST -100 METRO VIEW REALTY LTD. "Deposit Holder"  
in the amount of Three Thousand Two Hundred Eighty

Canadian Dollars (CDN\$ 3,280.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the first and last month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**5. USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for: Single Family Residence

**6. SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: .....	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewerage Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: .....	<input type="checkbox"/>	<input type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly instalments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S): LTB

INITIALS OF LANDLORD(S): CK  
POA

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7. **PARKING:** 1 Parking <sup>LTB</sup> + 1 Locker <sup>LTB</sup>

8. **ADDITIONAL TERMS:**

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A, A2, & B.

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant (Landlord/Tenant) until 1:59 5 PM <sup>LTB</sup> 11th <sup>LTB</sup> day of April 2017 after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (905) 238-0020 (For delivery of Documents to Landlord) FAX No.: (416) 747-7135 (For delivery of Documents to Tenant)

Email Address: (For delivery of Documents to Landlord) Email Address: office@homelife-miracle.com (For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.lib.gov.on.ca)

13. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

14. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

15. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

16. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

17. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

18. **FAMILY LAW ACT:** Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.

19. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S): <sup>LTB</sup>

INITIALS OF LANDLORD(S): POA

**20. BINDING AGREEMENT:** This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Tenant or Authorized Representative)

(Seal)

DATE

April 10/17

(Witness)

(Tenant or Authorized Representative)

(Seal)

DATE

(Witness)

(Guarantor)

(Seal)

DATE

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Landlord or Authorized Representative)

(Seal)

DATE

April 19, 2017

(Witness)

(Landlord or Authorized Representative)

(Seal)

DATE

**SPOUSAL CONSENT:** The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at ..... a.m./p.m. this 10 day of April, 2017. CHAZA (POA)

(Signature of Landlord or Tenant)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage WEST -100 METRO VIEW REALTY LTD.

Tel.No. (905) 238-8336

OMAR KANAAN SHAATH & SIMON MAHDESSIAN

(Salesperson / Broker Name)

Co-op/Tenant Brokerage Homelife/Miracle Realty Ltd.

Tel.No. (416) 747-9777

ASHOK NAGRE

(Salesperson / Broker Name)

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Landlord)

DATE

April 19, 2017

(Landlord)

DATE

Address for Service 4011 Brickstone Mews 712

Tel.No. ( )

Landlord's Lawyer

Address

Email

( ) Tel.No. ( )

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Tenant)

DATE

(Tenant)

DATE

Address for Service

Tel.No. ( )

Tenant's Lawyer

Address

Email

( ) Tel.No. ( )

FAX No.

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement to Lease between:

**TENANT (Lessee),** LIBIN THOMAS BABU

**LANDLORD (Lessor),** Iyad Alhabbash

for the lease of 4011 Brickstone Mews 712

dated the 10th day of April, 2017

**1. USE OF PREMISES:** The premises shall be used and occupied by tenant and tenant's immediate family and no part of the premises shall be used at any time during the term of this agreement by tenant for the purpose of carrying on any business. Tenant shall comply with all the by-laws of the condominium corporation if applicable.

**2. CONDITION OF PREMISES:** Tenant warrants that tenant has examined the premises, and at the time of commencement of this lease agreement it is in good order, safe, and tenantable condition. The tenant shall keep at his own expense the lawns in good condition and shall not injure or remove the shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the premises, and shall keep the sidewalks in front, at the sides of the premises and driveway free of snow and ice at his own expense.

**3. INSURANCE AND TAX:** Landlord shall pay real estate taxes, [condominium fees and parking if applicable] and maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property nor liabilities. The tenant shall have and maintain throughout the term of this lease standard tenancy package of insurance policy for the coverage his personal property and provide proof to landlord before commencement of this lease.

**4. ASSIGNMENT AND SUB-LETTING:** Tenant shall not assign the agreement, or sub-let or grant any to use the premises or any part thereof without the prior written consent of landlord.

**5. ALTERATIONS AND IMPROVEMENTS:** Tenant shall make no alterations or improvements on the premises without the prior written consent of landlord.

**6. AGREEMENT:** Tenant and landlord agree that an accepted this agreement to lease shall form a completed lease and no other lease will be signed between the parties.

**7. INSPECTION OF PREMISES:** Landlord and landlord's agents or salesperson shall have the right to enter the premises with reasonable notice to tenant. Landlord and its agent shall further have the right to exhibit the premises and to display the usual 'for sale', 'for rent' or 'vacancy' signs on the premises at any time within forty-five (45) days before the expiration of this lease.

**8. TENANTS HOLD OVER:** If tenant remains in possession of the premises with the written consent of landlord before 10 days of the natural expiration of this lease agreement, a new tenancy from month-to-month shall be created automatically between landlord and tenant which shall be subject to all of the terms and conditions hereof except that monthly rent shall be due and that such tenancy shall be terminable upon sixty (60) days written notice served by either party.

Continued on next page...

This form must be initialled by all parties to the Agreement to Lease.

**INITIALS OF TENANT(S):**

X  
LB

**INITIALS OF LANDLORD(S):**

OK  
POT

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This Schedule is attached to and forms part of the Agreement to Lease between:

**TENANT (Lessee),** Libin Thomas Babu, and

**LANDLORD (Lessor),** Tyad Alhabbash

for the lease of 4011 Brickstone Mews, Unit # 712  
Mississauga Ont dated the 10 day of April, 2017

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the Parties.

The Tenant agrees to provide the Landlord with 10 post dated cheques starting from June 1<sup>st</sup> / 17

Tenant agrees not to make any decorating changes to the premises without the express written consent of the Landlord or his authorized agent.

The Tenant agrees to allow the Landlord or his agent to show the property at all reasonable hours to prospective Buyers or Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property within 60 days prior to the end of the Lease term

Landlord shall pay real estate taxes, and maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property. Tenant agrees to have tenant/liability insurance valid and will give a copy of policy to Landlord prior to occupancy.

Tenant agrees to pay the cost of hydro electricity required on the premises during the term of the lease. Tenant further agrees to provide proof to the Landlord on or before the date of possession that the services have been transferred to the Tenant's name.

Tenant agrees to pay the first \$75.00 for any minor service needed in condo premises.

Landlord warrants that all appliances, chattels and fixtures will be in good working order prior to occupancy.

Tenant agrees to pay Landlord a \$300 refundable key/fob deposit to be returned on Lease completion and all keys/fobs returned.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANTS:

LTB X

INITIALS OF LANDLORD(S):

OK TA

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** Libian Thomas Babu and

**SELLER,** Iyat Alhabbash

for the property known as: 4011 Brimstone Meadows Unit # 712  
Mississauga Ont  
dated the 10 day of April, 2017.

West-100 Metro View Realty Ltd. advise the parties to this Agreement that the Real Estate Trust account, in which the deposit for this transaction [The Deposit] shall be placed in a Non Interest Bearing Real Estate Trust Account earning no interest on the deposit and unless it is requested by the Parties in writing in this Agreement that the deposit be placed in an interest bearing Term deposit there will be no interest paid or earned on the deposit funds being held.

The Buyer agrees to provide a certified cheque or bank draft as a deposit within one [1] banking day [excluding Saturday, Sunday and statutory holidays] from the date of acceptance of this offer. No cash deposits will be accepted.

The Parties to this Agreement acknowledge that the real estate Broker[s] so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by West-100 Metro View Realty Ltd. is to be construed as legal, tax or environmental advice and all sizes and measurements are approximate and is to be verified by the Buyer.

The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Seller, West-100 Metro View Realty Ltd. or Salesperson, for any changes in property tax as a result of a re-assessment of the property.

The Brokerages and registrants named in the attached Confirmation of Cooperation and Representation represent and warrant that they have fully complied with the FINTRAC requirements for customer/client identification by reference to original government issued photo identification, or such other means as approved under the regulations, including name, address, date of birth, occupation and employment and have such information on file and available for inspection.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

LTB

INITIALS OF SELLER(S):

CKA



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# Confirmation of Co-operation and Representation

**BUYER:** LIBIN THOMAS BABU

**SELLER:** Iyad Alhabbash

For the transaction on the property known as: 4011 Brickstone Mews 712

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

## 1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.  
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
  - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - The price the Buyer should offer or the price the Seller should accept;
  - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

## 2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
- or:
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

LTB  
BUYER

DT  
CO-OPERATING/BUYER BROKERAGE

IAA  
SELLER

LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction.  
b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.  
c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property  
HALF MONTH% of the sale price..... to be paid from the amount paid by the Seller to the Listing Brokerage.  
(Commission As Indicated In MLS® Information)  
b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: {e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.}

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

HomeLife/Miracle Realty Ltd.  
(Name of Co-operating/Buyer Brokerage)

5010 Steeles Ave W., Suite 11A, Toronto, Ontario M9

Tel.: (416) 447-9777 Fax: (416) 747-7135

Date: 10/4/17  
(Authorized to bind the Co-operating/Buyer Brokerage)

ASHOK NAGRE  
(Print Name of Broker/Salesperson Representative of the Brokerage)

WEST -100 METRO VIEW REALTY LTD.  
(Name of Listing Brokerage)

Tel.: (905) 238-8336 Fax: (905) 238-0020

Date:   
(Authorized to bind the Listing Brokerage)

OMAR KANAAN SHAATH & SIMON MAHDESSIAN  
(Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

X   
(Signature of Buyer)

Date: 10/4/17

  
(Signature of Seller)

Date: 10/17/17

(Signature of Buyer) Date:

(Signature of Seller)

Date:

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# The Toronto-Dominion Bank

3037 CLAYHILL ROAD  
MISSISSAUGA, ON L5B 4L2

80818337

DATE

2017-05-03  
YYYYMMDD

Transit-Serial No.

1878-80818337

Pay to the Order of AMACON CITY CENTRE SEVEN NEW DEVELOPMENT

\$ \*\*\*\*\*565.00

\*\*\*FIVE HUNDRED SIXTY FIVE\*\*\*\*\*00/100

Authorized signature required for amounts over CAD \$5,000.00

Canadian Dollars

Re 712-PSV1  
The Toronto-Dominion Bank  
Toronto, Ontario  
Canada M5K 1A2

Authorized Officer

Number

Countersigned

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

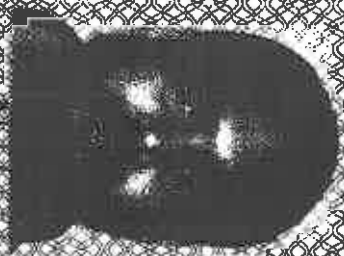
⑈80818337⑈ ⑆09612⑈004⑆

⑈3808⑈

PSV # 712 Lease Agreement



Driver's License  
Permis de conduire



SEX/SEXO  
M

NAME/NOM  
THOMAS

RESIDENCE/ADRESSE  
1000 STONE AVE

CITY/VILLE  
MISSISSAUGA, ON, L5B 4J1

NUMBER/NUMERO

**B0023 - 46888 - 46888 - 12**

2016/10/20

40 EXP/EXP.

18 NGT/HAUT. 17

8P6647746

80023-46888-80304  
1988/03/04



# **WEST-100 METRO VIEW REALTY**

129 Fairview Rd. W. Mississauga, Ontario L5B1K7

O: 905-238-8336 F: 905-238-0020

## **DEPOSIT RECEIPT**

**DATE:** April 12, 2017

**RECEIVED FROM:** Ashok Nagre @ Homelife/Miracle Realty Ltd.

**PAYMENT METHOD:** Td Draft

**DEPOSIT AMOUNT:** \$3,280.00 (first and last months)

**PROPERTY:** 4011 Brickstone Mews #712

**Thank-you,**

**West-100 Metro View Realty Ltd., Brokerage**

10958 (1215)

THIS DOCUMENT IS PROVIDED ON WATERMARKED PAPER. SEE A-1 FOR INSTRUCTIONS.

### **The Toronto-Dominion Bank**

100 CITY CENTRE DRIVE  
MISSISSAUGA, ON L5B 2C9

80270161

DATE

2017-04-11

YYMMDD

Transit-Serial No.

93-80270161

Pay to the Order of **WEST-100 METRO VIEW REALTY LTD., BROKERAGE**

\$ \*\*\*\*\*3,280.00

\*\*\*THREE THOUSAND TWO HUNDRED EIGHTY\*\*\*\*\*00/100

Canadian Dollars

Authorized signature required for amounts over CAD \$5,000.00

Re

The Toronto-Dominion Bank  
Toronto, Ontario  
Canada M5K 1A2

Authorized Officer

Number

Counter Officer

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈80270161⑈ ⑆09612⑈004⑆

⑈3808⑈

### **References:**

**1) Mr. Sarang Patel**

Software Engineering Manager  
Accenture Inc.

Work Address: 5450 Explorer Drive, Suite # 200, Mississauga Ontario L4W5N1

Home Address: 12, Alicewood Grove, Brampton Ontario L6R0X9

Email: [sarang.patel@accenture.com](mailto:sarang.patel@accenture.com)

Cell # 647-884-1545

**2) Mr. Thomas George**

Software Engineering Associate Manager  
Accenture Inc.

Work Address: 5450 Explorer Drive, Suite # 200, Mississauga Ontario L4W5N1

Home Address: 161, Toba Crescent, Brampton Ontario L6Z4W3

Email: [thomas.k.george@accenture.com](mailto:thomas.k.george@accenture.com)

Cell #: 647-701-3203

**3) Current Landlord Contact Details.**

Mr. Jigar Bhatt

Address: 3150 Wheatstone Avenue, Mississauga Ontario L5B4J1

Contact: 647-202-7462



Print This Page

Close Window

Equifax Credit Report and Score™ as of 03/06/2017

Name: **Libin Thomas Babu**

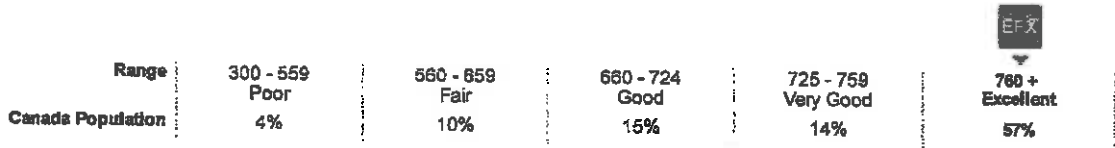
Confirmation Number: 4053439685

Credit Score Summary

Where You Stand

**819** | Excellent

The Equifax Credit Score™ ranges from 300-900. Higher scores are viewed more favorably. Your Equifax credit score is calculated from the information in your Equifax Credit Report. Most lenders would consider your score excellent. Based on this score, you should be able to qualify for some of the lowest interest rates available and a wide variety of competitive credit offers should be available to you.



What's Impacting Your Score

Below are the aspects of your credit profile and history that are important to your Equifax credit score. They are listed in order of impact to your score - the first has the largest impact, and the last has the least.

- Total balance for open national card trades.
- Total balance for open trades.
- Total balance for open revolving trades.

Your Loan Risk Rating

**819** | Excellent

Your credit score of 819 is better than 81% of Canadian consumers.  
The Equifax Credit Score™ ranges from 300-900. Higher scores are viewed more favorably.

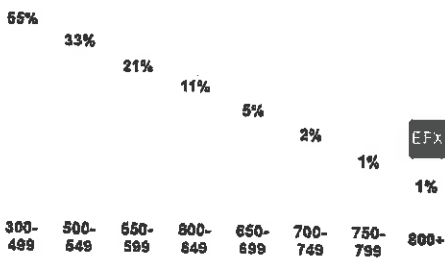
The Bottom Line :

Lenders consider many factors in addition to your score when making credit decisions. However, most lenders would consider you to be a very low risk. You may qualify for a variety of loan and credit offers at some of the lowest interest rates available. If you're in the market for credit, this is what you might expect:

- You may be able to obtain high credit limits on your credit card.
- Many lenders may offer you their most attractive interest rates and offers.
- Many lenders may offer you special incentives and rewards that are geared to their most valuable customers.

It is important to understand that your credit score is not the only factor that lenders evaluate when making credit decisions. Different lenders set their own policies and tolerance for risk, and may consider other elements, such as your income, when analyzing your creditworthiness for a particular loan.

Delinquency Rates\*



08/03/2017

Equifax Personal Solutions: Credit Reports, Credit Scores, Protection Against Identity Theft and more

Account Number:	XXX...980	Payment Amount:	Not Available
Association to Account:	Individual	Balance:	\$73.00
Type of Account:	Open	Past Due:	\$0.00
Date Opened:	2015-03	Date of Last Activity:	2017-01
Status:	Paid as agreed and up to date	Date Reported:	2017-02
Months Reviewed:	22		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Monthly payments		

## Credit History and Banking Information

A credit transaction will automatically purge from the system six (6) years from the date of last activity. All banking information (checking or saving account) will automatically purge from the system six (6) years from the date of registration.

No Banking information on file

Please contact Equifax for additional information on Deposit transactions at 1-800-865-3908

## Public Records and Other Information

### Bankruptcy

A bankruptcy automatically purges six (6) years from the date of discharge in the case of a single bankruptcy. If the consumer declares several bankruptcies, the system will keep each bankruptcy for fourteen (14) years from the date of each discharge. All accounts included in a bankruptcy remain on file indicating "included in bankruptcy" and will purge six (6) years from the date of last activity.

### Voluntary Deposit - Orderly Payment Of Debts, Credit Counseling

When voluntary deposit - OPD - credit counseling is paid, it will automatically purge from the system three (3) years from the date paid.

### Registered Consumer Proposal

When a registered consumer proposal is paid, it will automatically purge three (3) years from the date paid.

### Judgments, Seizure Of Movable/Immovable, Garnishment Of Wages

The above will automatically purge from the system six (6) years from the date filed.

### Secured Loans

A secured loan will automatically purge from the system six (6) years from the date filed.  
(Exception: P.E.I. Public Records: seven (7) to ten (10) years.)

No Public Record information on file

## Collection Accounts

A collection account under public records will automatically purge from the system six (6) years from the date of last activity.

No Collections information on file

## Credit Inquiries to the File

The following inquiries were generated because the listed company requested a copy of your credit report. An Inquiry made by a Creditor will automatically purge three (3) years from the date of the inquiry. The system will keep a minimum of five (5) inquiries.

2015-03-30	TDCT (866)222-3456
2015-03-30	TDCT (866)222-3456
2015-03-30	ROGERS WIRELESS INC (800)267-2070

The following "soft" inquiries were also generated. These soft inquiries do not appear when lenders look at your file; they are only displayed to you. All Equifax Personal Soft inquiries are logged internally, however only the most current is retained for each month.

2017-01-10	TDCT (866)222-3456
------------	--------------------

## How can I correct an inaccuracy in my Equifax credit report?

[https://www.econsumer.equifax.ca/canada/to/viewPopUpDetail?prod\\_cd=CAUPLAN&sub\\_cd=CA\\_ACRO\\_XML&oi\\_num=CA486078045&coi\\_num=CA4...](https://www.econsumer.equifax.ca/canada/to/viewPopUpDetail?prod_cd=CAUPLAN&sub_cd=CA_ACRO_XML&oi_num=CA486078045&coi_num=CA4...) 3/4





Accenture Inc.

5450 Explorer Drive, Suite 200 • Mississauga, ON L4W 5N1

Tel: 416-641-5000 • Fax: (416) 641-5099

accenture.ca

March 9, 2017

To Whom It May Concern:

Pursuant to the written authorization of the named individual and in response to your written request, we are providing the following information:

**Name:** Libin Thomas

**Accenture Canada Hire Date:** 03/30/2015

**Original Hire Date Accenture:** 05/19/2008

**Separation Date:** NA

**Position Held:** Senior Analyst

**Role:** Technology Architecture Delivery Senior Analyst

**Weekly Working Hours:** 40

**Employment Status:** Full Time

**Annual Base Salary:** \$ 74,700.00

Accenture is unable to release further information for this employee. If you have any questions or need additional assistance, please call us at 1-800-432-2729.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tristen Crosier". The signature is fluid and cursive.

Tristen K. Crosier

**Form 410**

for use in the Province of Ontario

I/We hereby make application to rent 4011 Brickstone Mews, Unit 712  
from the 1<sup>st</sup> day of May Mississauga ON L5B 6J7 at a monthly rental of \$ 1640/month  
to become due and payable in advance on the 1<sup>st</sup> day of each and every month during my tenancy.

1. Name LISIN THOMAS BABU Date of birth 03/04/1988 SIN No. (Optional) \_\_\_\_\_

Drivers License No B0023-46888-80304 Occupation SOFTWARE ENGINEERING

2. Name \_\_\_\_\_ Date of birth \_\_\_\_\_ SIN No. (Optional) \_\_\_\_\_

Drivers License No \_\_\_\_\_ Occupation \_\_\_\_\_

3. Other Occupants: Name RINU MANUEL Relationship SPOUSE Age 28

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Age \_\_\_\_\_

Do you have any pets? No If so, describe \_\_\_\_\_

Why are you vacating your present place of residence? \_\_\_\_\_

**LAST TWO PLACES OF RESIDENCE**

Address 3150 WHEATSTONE AVE Address \_\_\_\_\_

MISSISSAUGA, ON L5B 4T1 \_\_\_\_\_

From APRIL 2015 To APRIL 2017 From \_\_\_\_\_ To \_\_\_\_\_

Name of landlord JIGAR BHAT Name of landlord \_\_\_\_\_

Telephone: (647) 202-7462 Telephone: (\_\_\_\_\_) \_\_\_\_\_

**PRESENT EMPLOYMENT**

Employer ACCENTURE CANADA 1. ACCENTURE INDIA

Business address 33, CITY CENTRE DR. MISSISSAUGA 1. BANGALORE

Business telephone (905) 804-6600 1. \_\_\_\_\_

Position held SR. ANALYST 1. SR. ANALYST

Length of employment 2 years 1. 7 years

Name of supervisor PESHU GANDER 1. KARTHEEK ARATI

Current salary range: Monthly \$ 4500/month

(Annual salary \$ 74,700/annum. Letter attached)

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# SPOLSE'S PRESENT EMPLOYMENT

# PRIOR EMPLOYMENT

Employer .....  
 Business address .....  
 Business telephone .....  
 Position held .....  
 Length of employment .....  
 Name of supervisor .....

.....  
 .....  
 .....  
 .....  
 .....

Current salary range: Monthly \$ .....

Name of Bank T.D. BANK Branch SANABE ONE Address 100 CITY CENTRE DR, MISSISSAUGA L5B 2G9

Chequing Account # 6150325 Savings Account # 6175484

## FINANCIAL OBLIGATIONS

- No financial obligation in Canada

Payments to ..... Amount: \$ .....

Payments to ..... Amount: \$ .....

## PERSONAL REFERENCES

Name SARANIC PATEL Address 12 ALICEWOOD GROVE, BRAMPTON ON L6R 0X5

Telephone: (647) 884 1545 Length of Acquaintance 2 YEARS Occupation SOFTWARE ENGINEERING MANAGER

Name THOMAS GEORGE Address 161 TORA W., BRAMPTON, ON

Telephone: (647) 701 3203 Length of Acquaintance 1 Yr. Occupation Analyst

## AUTOMOBILE(S) - No vehicles owned in Canada.

Make ..... Model ..... Year ..... Licence No .....

Make ..... Model ..... Year ..... Licence No .....

The Applicant consents to the collection, use and disclosure of the Applicant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Applicant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

The Applicant represents that all statements made above are true and correct. The Applicant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this rental. The Applicant authorizes the verification of the information contained in this application and information obtained from personal references. This application is not a Rental or Lease Agreement. In the event that this application is not accepted, any deposit submitted by the Applicant shall be returned.

Signature of Applicant [Signature] Date 04/10/2017

Signature of Applicant ..... Date .....

Telephone: (647) 889-3124

Telephone: (.....)



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**TD Canada Trust**  
PERSONAL CR - MMS/BROKER  
3500 STEELES AVE E 4TH FLR TWR 3  
MARKHAM, ON L3R0X1  
[www.tdcanadatrust.com](http://www.tdcanadatrust.com)

February 1st, 2016

Iyad Alhabbash  
2487 Confederation Parkway  
Mississauga, ON  
L5B 1S1

Dear Valued Customer:

**Re: Mortgage Approval Confirmation**

This will confirm that you qualify for a residential mortgage loan with The Toronto-Dominion Bank ("TD Canada Trust"), secured by the property at Suite 712, 4011 Brickstone Mews, Mississauga, Ontario, PSV – Tower One (the "Property"), with the following terms and on the following conditions, including the Standard Conditions included at the bottom of the letter, following the signature line:

Applicant(s):	Iyad Alhabbash
Principal Amount:	\$302,900.00
Fixed Annual Interest Rate:	4.64% per annum, calculated semi-annually not in advance
Interest Rate Expiry Date:	April 1 <sup>st</sup> , 2017
This means the Interest Rate for the Term selected will expire on this date.	
Prepayment Option:	Closed to prepayment privileges, subject to terms of mortgage
Term:	5 years
Amortization:	30 years
Anticipated Closing Date:	March 24 <sup>th</sup> , 2017

Other charges may be payable to TD Canada Trust on closing, including Appraisal and Administration fees (including our legal fees and costs for registering the mortgage).

**This Approval Confirmation is valid until March 24th, 2017.**

Any Mortgage Approval Confirmation previously issued for this property is no longer valid.

Signed by:

Per:

The Toronto-Dominion Bank

**Standard Conditions**

- Confirmation of credit application details;
  - No change in, and the accuracy of, the information provided;
  - Execution of TD Canada Trust documentation;
  - The Property meeting TD Canada Trust's normal lending requirements;
  - The Property meeting the mortgage default insurer's requirements;
  - Valid First Mortgage Security to be provided on the Property.
- 528322 (0212)  
528322