

# Worksheet Leasing

Suite: 2010 Tower: ONE Date: April 15, 2017 Completed by: Dragana  
Natasa + Vladimir Bauer

Please mark if completed:

- ☐
- ☒ Copy of 'Lease Prior to Closing' Amendment ✓
- ☒ Copy of Lease Agreement ✓
- ☒ Certified Deposit Cheque for Top up Deposit to 25% payable to Blaney McMurtry LLP in Trust Amacon to verify
- ☒ Certified Deposit 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). ✓
- ☒ Agreement must be in good standing. Funds in Trust: \$ 59,638 Amacon to verify
- ☒ Copy of Tenant's ID ✓
- ☒ Copy of Tenant's First and Last Month Rent ✓
- ☒ Copy of Tenant's employment letter or paystub \*Separation agreement ✓
- ☒ Copy of Credit Check ✓
- ☒ Copy of the Purchasers Mortgage approval \*Proof of Funds Provided
- ☒ The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes:

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## AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

NATASA BAUER and VLADIMIR BAUER (the "Purchaser")

Suite 2010 Tower ONE Unit 10 Level 19 (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-five percent (25%) 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 One Thousand Five Hundred Dollars (\$1,500.00) 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 1<sup>st</sup> day of April 2017

Tamir Ben  
Witness:  
Tamir Ben  
Witness:

Vladimir Bauer (P.O.A)  
Purchaser: VLADIMIR BAUER  
Natasa Bauer (P.O.A)  
Purchaser: NATASA BAUER

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 5<sup>th</sup> day of April 2017

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]  
Authorized Signing Officer  
I have the authority to bind the Corporation

**Agreement to Lease**  
**Residential**

**Toronto**  
**Real Estate**  
**Board**

This Agreement to Lease dated this 1 day of April, 2017

**TENANT (Lessee),** Nadia Khushman  
(Full legal names of all Tenants)

**LANDLORD (Lessor),** Vladimir Bauer & Natasa Bauer  
(Full legal name of Landlord)

**ADDRESS OF LANDLORD**  
(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:  
#2010-4011 Brickstone Mews Mississauga

2. **TERM OF LEASE:** The lease shall be for a term of 1 Year commencing April 15th, 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 Two Thousand One Hundred Fifty Canadian Dollars (CDN\$ 2,150.00), 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, herewith  
(Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to Sutton Group - Signature Realty "Deposit Holder"

in the amount of Four Thousand Three Hundred

Canadian Dollars (CDN\$ 4,300.00) 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  
Residential

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 type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Parking</u>	<input checked="" 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 installments 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):

NK

INITIALS OF LANDLORD(S):

DN/DN



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7. **PARKING:** .....

1 Underground Parking

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 .....

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant (Landlord/Tenant) until 11:00 p.m. on the 1 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.: ..... (For delivery of Documents to Landlord) FAX No.: ..... (For delivery of Documents to Tenant)  
Email Address: ..... (For delivery of Documents to Landlord) Email Address: milosov@gmail.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.tlb.gov.on.ca](http://www.tlb.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):

NK

INITIALS OF LANDLORD(S):

JN/DN



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**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:

(Witness)

(Witness)

(Witness)

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

(Tenant or Authorized Representative)

(Tenant or Authorized Representative)

(Guarantor)

(Seal)

(Seal)

(Seal)

DATE Apr. 19, 2017

DATE .....

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:

(Witness)

(Witness)

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

(Landlord or Authorized Representative)

(Landlord or Authorized Representative)

(Seal)

(Seal)

DATE 04/01/17

DATE 04/01/17

**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 7:00 PM on this 1st day of APRIL, 2017.

INFORMATION ON BROKERAGE(S)	
Listing Brokerage <u>Sutton Group - Signature Realty Inc</u>	Tel.No. <u>(905) 286-5888</u>
(Salesperson / Broker Name)	
Co-op/Tenant Brokerage <u>SUTTON GROUP - SIGNATURE REALTY INC.</u>	Tel.No. <u>(905) 286-5888</u>
<u>MILOSOV LUKAROSKI</u>	
(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)

(Landlord)

Address for Service .....

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)

(Tenant)

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),** Nadia Khushman

and

**LANDLORD (Lessor),** Vladimir Bauer & Natasa Bauer

for the lease of #2010-4011 Brickstone Mews

Mississauga

dated the 1 day of April

2017

See next page

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

INITIALS OF TENANT(S):

NK

INITIALS OF LANDLORD(S):

DN/AN



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## INTRODUCTION

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease shall be signed between the parties. Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialed by the landlord and tenant, or is not reasonable it is not enforceable.

The co-signer or guarantor has the same obligations of the tenant, is considered like a tenant, abides by the terms and conditions of the lease and is fully responsible of the tenant's actions.

## CHEQUES, KEYS, SECURITY DEPOSIT, SERVICE CHARGES, OTHER CHARGES, HYDRO, INSURANCE

Tenant will deliver post dated cheques for the remaining months of the full term as defined with the Agreement to Lease. The cheques must be fully and completely provided to the landlord on or before the closing date of the agreement.

Tenant agrees to pay the Landlord a service charge of \$40.00 for each and every cheque, which the Tenant's bank or depository refuses, to honour.

Tenant agrees to pay \$250 key deposit before receiving the keys. Once the items are returned to the owner in the condition in which it was given, the deposit will be returned to the tenant.

The tenant understands that the landlord will maintain a key to the premises during the term of the lease or any extension thereof and if the locks are changed at any time or the tenant wants to add extra locks the landlord will be notified and an additional set of keys will be provided to the landlord.

Tenant agree to pay for any replacement for any lost keys or the access card at the same amount of charge as the management.

The tenant shall at their own expense obtain and maintain "all risk" property insurance in respect of the Tenant's contents and personal effects in the Premises as well as a comprehensive liability insurance in an amount of no less than one million dollars and any other insurance coverage for the premises.

The tenant agrees to present a proof of the "all risk" property insurance on or before the closing date of the agreement, prior to the key release. The Proof of Insurance (Certificate of Insurance) must include insurer's full legal name, policy number, policy period, limits and specified coverage.

Tenant acknowledges that the landlord insurance provides no coverage to the tenant and/or the tenants' personal property or their actions, whether accidental or intentional, and the landlord will not be responsible to cover or compensate the tenant in the event of flood, fire, theft or Acts of God.

The tenant agrees to present a proof that the hydro account for the unit the tenant will be occupying has been transferred in the tenant's name. This proof should be presented on or before the closing date of the agreement, prior to the key release.



**RESIDENTIAL OBIGATIONS (cleanliness, no criminal activity, no pets, no smoking, appliances and equipment maintenance, damages, alterations, repairs etc)**

The tenant covenants to the landlord to pay rent and agrees to pay all costs, legal and otherwise, incurred by the landlord in collection of overdue rent

Only the tenant shall occupy the premises as per the Rental Application submitted with the offer for lease.

The tenant covenants to the landlord to use the premises only for residential purposes.

The tenant covenants to the landlord not to carry on upon the premises any business or activity that may be illegal or contrary to any municipal, provincial, federal laws, by-laws and/or regulations

The Tenant acknowledges and agrees that the premises will not be used as a grow op for any criminal activities. If the tenant uses the property as a grow op for any criminal activities it will result in an immediate suspension of the lease and all monies paid hereunder shall be forfeited to the landlord without prejudice to the landlord's right to seek compensation of additional damages.

The tenant and his visiting guests agree to abide by all the rules of the Condominium Corporations.

The tenant agrees not to interfere with the reasonable enjoyment of the neighbors.

Tenant agrees that smoking is not allowed in the rental unit.

Tenant agrees that absolutely no domestic pet (s) is (are) to be kept on the premises, at any time (even temporarily). If a pet has been on the premises at any time during tenants occupancy (with or without the landlords consent), a charge may be made for de-fleeing, deodorizing and/or shampooing and/or damages occasioned by the pet.

The tenant agrees to keep the premises clean and in sanitary condition. The tenant agrees not to permit any deterioration, beyond normal wear and tear, or destruction to occur while they are occupying the property.

Tenant agrees not to put or pour any debris, grease, paper towel, Q-tips, tampons, newspaper, food or any other matter in the sink drain or toilets. Tenant agrees to pay the entire amount of bills for all sewer cleaning services resulting from clogged pipes/sewer back up.

The following appliances belonging to the Landlord are to remain on the premises for the tenants use: Fridge, Stove, Built-in Dishwasher, Microwave, Washer and Dryer.

The Tenant agrees to keep the appliances in good repair and condition during the term and the Tenant shall be liable for any damages caused to the appliances arising from acts, omission or negligence of the Tenant or those for whom the tenant is responsible.

NY

D.N.  
D.N.



The Tenant should be completely familiar with the proper and safe operation of all the appliances in the unit, including the stove, dishwasher, refrigerator, washer and dryer (including the proper cleaning of the both of the lint trap in the dryer and the ceiling-mounted lint traps), before attempting to use any of the appliances. The Tenant is responsible for cleaning and maintaining these appliance systems. If an unsafe condition arises, the Landlord is to be contacted IMMEDIATELY. Under no circumstances should an unsafe appliance be operated, even if not using the appliance may cause inconvenience to the Tenant

The Condominium Unit is equipped with a gas furnace/electric air conditioning system for heating and cooling. Under no circumstances may it be tampered with or modified in any manner.

The tenant agrees to give the landlord prompt immediate written notice in the event of any accident and/or other defect in the water pipes, gas pipes, heat/air unit or electrical system serving the premises.

The tenant is responsible for the maintenance and testing of the smoke detectors. Under no circumstances may the smoke detector be disabled or modified in any manner. Tenant is responsible for the replacement costs of detectors if required.

Tenant agrees to pay the first \$ 100.00 towards any breakage repairs or replacement of any appliances, plumbing and electrical equipment for each occurrence. This includes all light bulbs and fuse replacement. The landlord shall be responsible for the total cost of any single repair over and above \$100.00

In the event of any breakdown of electrical, mechanical, heating, plumbing or any other system, the Landlord will not be liable or responsible for damages, personal comfort, any illness or stress arising there from.

The Landlord shall not in any event whatsoever be liable or responsible for any damage, loss, personal injury or death that may be suffered or sustained by the Tenant or any other person who may be upon the rented premises. The Tenant agrees and covenants to indemnify, save harmless and fully release the Landlord from any and all liability caused or arisen from the above.

Tenant shall make no alterations or improvements on the premises without the prior written consent of the landlord.

Tenant agrees to notify the landlord of any repairs to be made by the landlord and upon giving prior notice the landlord shall be permitted to enter and view the estate of repair and to make any such repairs.

Landlord retains the right to inspection and to do repairs inside and outside of the premises if necessary.

Tenant agrees to pay the full cost of those repairs of damage caused by the Tenant's negligence or willful damage.

NK

DN  
DN

### SUBLEASE

Should the tenant wish to sublease the condo or parking or locker, the landlord will charge the tenant half a month rent plus 13% HST for credit review and the necessary paperwork assuming no move out inspection and no move in inspection of the new sub-tenant meaning the existing tenant will be responsible at the end of the lease for the damage to suite and will pay for the lease payments. If a move out inspection is required of the tenant and a move in inspection for the new subtenant, then the landlord will charge the tenant a full one month's rent plus 13% HST.

### TERMINATION

Tenant agrees that an early termination of lease will result in the forfeiture of deposit and any advance payment of rent

Tenant hereby agree that if he wished to terminate at the end of the term created by this agreement, then he will give written notice of termination to the effect no later than sixty [60] days [TWO CALENDAR MONTHS] prior to the expiration of this Agreement.

Tenant agrees that the landlord or his elected agent can inspect, or show to potential Buyers the property during the term of the tenancy by making an appointment with 24 hours notice with the tenant. Tenant agrees to keep the property in good, tidy condition, and clean during showing times.

Tenant agrees to return the unit in a clean condition upon lease termination. If on move the unit is not professionally cleaned, the tenant shall pay the landlord a fee of \$250.00 plus HST for the landlord to hire a professional company to do the cleaning.

Tenant agrees to conduct a move out inspection together with the landlord representative on or before the 5:00 pm last day of tenancy

Tenant agrees to not leave any of his belongings, personal property, garbage, furniture, rubbish and/or debris in the suite after the termination of the lease. Tenant gives consent to the landlord to remove or dispose any personal property left in the suite after the termination of the lease at the tenant's own cost and expense.

In the event of damages, the tenant agrees to make repairs at the Tenant's own expense before vacating the premises. Normal tears and wears accepted.

Tenant is solely responsible for coordinating with the building for their move in and out, which may include fees and/or elevator bookings. This may require a deposit or costs that the landlord is not responsible to provide or organize. Any and all damages caused to the elevator or building will be at the expense of the tenant. The landlord has no responsibility regarding to the availability of neither the elevator nor the buildings policies for moving in or out. Tenant acknowledges that rules and regulations of the condominium corporation may forbid moving in or out of the buildings on Sundays and/or statutory Holidays.

NA

DN  
DN

**END CLAUSES**

The tenant signing this Agreement to Lease hereby states that all questions about this Agreement to Lease and the rental unit has been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party as spelled out herein. They further state that they agree to fulfill their obligation in every respect or undergo the full legal and financial consequences of their actions or lack of action in violation of this agreement.

NA

DN  
DN

# Confirmation of Co-operation and Representation

Toronto  
Real Estate  
Board

**BUYER:** Nadia Khushman

**SELLER:** Vladimir Bauer & Natasa Bauer

For the transaction on the property known as: #2010-4011 Brickstone Mews Mississauga

**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)**

  
BUYER

  
CO-OPERATING/BUYER BROKERAGE

  
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  
..... 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)**

**SUTTON GROUP - SIGNATURE REALTY INC.**


(Name of Co-operating/Buyer Brokerage)

33 PEARL STREET

MISSISSAUGA

Tel: (905) 286-5888

Fax: (905) 286-5999

 Date: 04/01/17

(Authorized to bind the Co-operating/Buyer Brokerage)

MILOSOV LUKAROSKI

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

**Sutton Group - Signature Realty Inc**

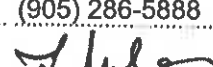
(Name of Listing Brokerage)

33 Pearl Street

Mississauga

Tel: (905) 286-5888

Fax: (905) 2860-5999

 Date: 04/01/2017

(Authorized to bind the Listing Brokerage)

(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.

NK

BUYER'S INITIALS

JN/DN

SELLER'S INITIALS

**ACKNOWLEDGEMENT**


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

 Date: April 1, 2017

(Signature of Buyer)

Date: \_\_\_\_\_

(Signature of Buyer)

 (P.D.A.) Date: April 1, 2017

(Signature of Seller)

 (P.D.A.) Date: April 1, 2017

(Signature of Seller)



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The Toronto-Dominion Bank

80158524

1151 DUNDAS STREET WEST  
MISSISSAUGA, ON L5C 1C6

DATE

2017-04-02  
YYYYMMDD

Transit-Serial No.

1880-80158524

Pay to the Order of AMACON CITY CENTRE SEVEN NEW DEVELOPMENT PARTNERSHIP

\$ \*\*\*\*\*1,695.00

\*\*\*ONE THOUSAND SIX HUNDRED NINETY FIVE\*\*\*\*\*00/100 Canadian Dollars

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

Re *PSV 2010 Leasing fee*

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

⑈80158524⑈ ⑆09612⑈004⑆

⑈3808⑈

PSV 2010 Tenant's ID

**Ontario** Driver's Licence  
Permis de conduire

**NAME/ NOM**  
KELICHMAN  
NADIA NOSTER  
205 GLENN HAWTHORNE BLVD  
MISSISSAUGA, ON, L5R 2M5

**14 NUMBER/ NUMERO** K3710 - 57606 - 48125  
**14 ISS/ DE** 2013/12/18 **14 EXP/ EXPI** 2018/01/25  
**15 SEX/ SEXE** F **15 HGT/ HAUT** 150 cm

**16 CLASS/ CLASSE** G  
**16 DATES**  
**16 RESID/ RESID.** X

**16 DATES** 19/01/25



# SUTTON GROUP SIGNATURE REALTY INC.

33 Pearl St, Mississauga, ON L5M 1X1  
p 905.286.2888  
f 905.286.2999

Date: APRIL 2, 2017 Time: 2:40PM

Received From: NADIA KHUSHMAN (MILOSOV LUKAROSKI-SUTTON GROUP SIGNATURE)

☐ Certified Cheque ☒ Bank Draft ☐ Other

Amount \$ 4,300

Payable to: ☒ Sutton Group Signature Realty Inc.  
or ☐

RE: Property #2010-4011 BRICKSTONE MEWS (MILOSOV LUKAROSKI)

☒ Rental ☐ Sale

Sutton Group Signature Realty Inc.

per: AL

RECEIPT



Royal Bank of Canada  
Banque Royale du Canada  
4557 HURONTARIO - UNIT B2  
MISSISSAUGA, ON.

58123479 6-516

DATE 20170331  
YIA MM DJ

PAY TO THE ORDER OF  
PAYEZ À L'ORDRE DE

SUTTON GROUP SIGNATURE REALTY

\$4,300.00

EXACTLY \$4,300.00

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

CANADIAN DOLLARS CANADIENS

RE/OBJET

PURCHASER NAME NOM DE L'ACHETEUR

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

NON NOTÉ DE STATUT

COUNTERSIGNED / CONTRESIGNÉ

NON NOTÉ DE STATUT

DETACH BEFORE CASHING  
DÉTACHER AVANT D'ENCAISSER

FORM 16516 (05-2010)

58123479 03372003 0990135



PSV 2010 Tenant's first + last month rent



Royal Bank of Canada  
Banque Royale du Canada

4657 HURONTARIO - UNIT B2  
MISSISSAUGA, ON.

58123479 6-516

DATE 20170331  
Y/A M/M D/J

PAY TO THE ORDER OF  
PAYEZ À L'ORDRE DE

SUTTON GROUP SIGNATURE REALTY

\$4,300.00

EXACTLY \$4,300.00

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

CANADIAN DOLLARS (CANADIENS)

RE/OBJET

PURCHASER NAME

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

*Hernandez*

DETACH BEFORE CASHING  
DÉTACHER AVANT D'ENCAISSER  
FORM 16516 (05-2010)

0132379

⑈58123479⑈ ⑆03372003⑆ 09901305⑈

December 19  
THIS IS A SEPARATION AGREEMENT DATED NOVEMBER 21, 2016

Between

NADIA KHUSHMAN

(NADIA)

AND

SADIQ BDOUR

(SADIQ)

**1. Background**

- 1.1 Nadia and Sadiq were married in Maan, Jordan, in June 1988.
- 1.2 They separated on January 4, 2016 and continue to live separate and apart.
- 1.3 They have three children, Laith Bdour, born November 25, 1991, Yazan Bdour, born December 4, 1993, Ghaith Bdour, born November 19, 1998 ("the children").
- 1.4 Sadiq is currently employed on a full-time basis with Stantec since 2013 and lives in Saskatchewan for work purposes.
- 1.5 Nadia is an engineer and worked as an urban planner with the city of Mississauga and Toronto. She is currently unemployed.
- 1.6 They agree to be bound by this Agreement which settles all issues between them.
- 1.7 This Agreement replaces all oral or written agreements made between the parties.

**2. Definitions**

**2.1 In this Agreement:**

- (a) "child(ren)" means either Ghaith, Yazan, and/or Laith;
- (b) "cohabit" means to live with another person in a relationship resembling marriage;
- (c) "equalization payment" means the payment referred to in s. 5(1) of the *Family Law Act*;
- (d) "CRA" means Canada Revenue Agency;
- (e) "FRO" means the Family Responsibility Office described in the *Family Responsibility and Support Arrears Enforcement Act*, or any successor support enforcement agency;

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- (f) "Guidelines" means the Federal Child Support Guidelines, as defined in s. 2(1) of the *Divorce Act*;
- (g) "matrimonial home" means the property at 235 Glen Hawthorne Boulevard, Mississauga, ON L5R 2M5;
- (h) "net family property" means net family property as defined in the *Family Law Act*; and
- (i) "property" means property as defined in the *Family Law Act*.

2.2 Any legislation defined in this section includes its regulations and any amending or successor legislation.

- (a)
- (b) "*Divorce Act*" means the *Divorce Act*, R.S.C. 1985, c. 3 (2nd Supp.);
- (c) "*Estates Act*" means the *Estates Act*, R.S.O. 1990, c. E.21;
- (d) "*Family Law Act*" means the *Family Law Act*, R.S.O. 1990, c. F.3;
- (e) "*Family Orders and Agreements Enforcement Assistance Act*" means the *Family Orders and Agreements Enforcement Assistance Act*, R.S.C. 1985, c. 4 (2nd Supp.);
- (f) "*Family Responsibility and Support Arrears Enforcement Act*" means the *Family Responsibility and Support Arrears Enforcement Act*, 1996, S.O. 1996, c. 31;
- (g) "*Family Statute Law Amendment Act, 2006*" means the *Family Statute Law Amendment Act, 2006*, S.O. 2006, c. 1;
- (h) "Guidelines" means the applicable guidelines in s. 2(1) of the *Divorce Act*;
- (i) "*Health Care Consent Act*" means the *Health Care Consent Act*, 1996, S.O. 1996, c. 2, Sch. A;
- (j) "*Income Tax Act*" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.);
- (k) "*Insurance Act*" means the *Insurance Act*, R.S.O. 1990, c. I.8;
- (l) "*Partition Act*" means the *Partition Act*, R.S.O. 1990, c. P.4;
- (m) "*Substitute Decisions Act*" means the *Substitute Decisions Act*, 1992, S.O. 1992, c. 30;
- (n) "*Succession Law Reform Act*" means the *Succession Law Reform Act*, R.S.O. 1990, c. S.26;
- (o) "*Trustee Act*" means the *Trustee Act*, R.S.O. 1990, c. T.23.

**3. Freedom From The Other**

3.1 Nadia and Sadiq will not harass or speak ill of each other.

3.2 Neither party will go to the other's home.

**4. Parenting**

4.1 Nadia and Sadiq will have joint custody of the child Ghaith, which shall expire on Ghaith's 18<sup>th</sup> birthday on November 19, 2016.

4.2 Nadia will have primary residence of Ghaith, which shall expire on Ghaith's 18<sup>th</sup> birthday on November 19, 2016, however, Ghaith resides in residence at Ryerson University.

4.3 Sadiq will have reasonable access to Ghaith on reasonable notice to Ghaith directly.

4.4 If Nadia or Sadiq dies prior to Ghaith turning 18 on November 19, 2016, the other will have custody of Ghaith. Nadia and Sadiq will make wills consistent with this section.

4.5 If both parties die prior to Ghaith turning 18 on November 19, 2016, Laith Bdour will have custody of Ghaith. Nadia and Sadiq will make wills consistent with this section.

4.6 Each party will obtain motor vehicle insurance that includes third party liability coverage for any vehicle which that party:

- (a) owns or leases;
- (b) uses to transport the children; or
- (c) permits the children to drive.

4.7 Nadia and Sadiq agree to:

- (a) prefer the children's interests to their own and at all times keep the best interests of the children in mind;
- (b) encourage the children to have a good relationship with each party;
- (c) refrain from making disparaging or negative remarks to the children about the other party, and discourage others from doing so in the presence of the children;
- (d) exchange information and communicate about the children, such communications to be by email, private, respectful, related solely to the children, not shared with the children or third parties without the other's consent, and no more than once per day, except in the case of an emergency;

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- (e) refrain from discussing with the children, or with a third party in the presence of the children, present or past legal proceedings, issues between the parties in any such legal proceedings or any conflicts between the parties;
- (f) ensure that all information or documentation pertaining to the parties' separation and divorce, including all personal correspondence or email communications in respect thereof, is not accessible to the children; and
- (g) allow each other to educate the children regarding their religious beliefs.

**5. Child Support**

**5.1 In this section:**

- (a) "Table" and "income" mean "Table" and "income" as those terms are defined in s. 2(1) of the Guidelines;
- (b) "special or extraordinary expenses" means "special or extraordinary expenses" as this phrase is defined in s. 7(1) of the Guidelines;
- (c) "child support" refers to the monthly amount upon which the parties have agreed and may include both Table support and special or extraordinary expenses.

**5.2 For the purpose of determining child support for the children, Sadiq's gross annual income for year 2016 is \$139,000.00.**

**5.3 Sadiq will pay to Nadia as child support for the one child of the marriage, namely Ghaith:**

- (a) the Table amount of \$1,181.00 per month, on a summer schedule. Specifically, Sadiq will pay child support for the four summer months of May, June, July, and August, totaling \$4,724.00, which spread over a 12 month period results in monthly payments of \$387.00. The monthly child support amount of \$387.00 shall start on the day after the sale closing of the matrimonial home (which shall be calculated on a pro-rated basis for the balance of the month in which the matrimonial home is sold) and on the first of each month thereafter; and
- (b) his share of the special or extraordinary expenses as set out in the applicable special or extraordinary expenses sections below;

until a terminating event under the termination section (i.e., section 5.9) or a change in child support under the sections that follow.

- 5.4 The special or extraordinary expenses of the children Ghaith, Yazan and Laith are as follows:
- (a) Post-secondary education tuition costs;
  - (b) Post-secondary education residency and meal costs, transportation, travel, and big ticket items;
  - (c) Post-secondary education costs of books and other fees;
  - (d) any medical expenses not covered under OHIP;
  - (e) uninsurable prescriptions;
  - (f) uninsurable dental;
  - (g) uninsurable vision care; and
  - (h) uninsurable orthopedic.
- 5.5 For the purposes of apportioning special or extraordinary expenses for all three children, Sadiq's income is \$139,000.00 per year, and Nadia's income is imputed to \$23,000.00 per year plus spousal support of \$58,844 per year, and the parties shall each pay for any such expenses in proportion to their respective incomes.
- 5.6 Specifically, Sadiq will pay for 64% of the children's special expenses and Nadia shall pay 36% of the children's special expenses.
- 5.7 The parties will only contribute to a child's special or extraordinary expenses outside of those listed in section 5.5 if the parties consent to the expenses in advance, in writing. Neither party will unreasonably withhold consent. If the parties cannot agree, they will use the section of this Agreement entitled "Dispute Resolution" to resolve this issue. The parties acknowledge that even though the two older children may not be children of the marriage, and child support is not being paid to them on an ongoing basis, both parties will contribute to their post secondary education costs and other expenses even beyond the termination clause set out below.
- 5.8 Child support ends for the child Ghaith when:
- (a) the child ceases to be a "child" as defined in the *Divorce Act*;
  - (b) the child no longer resides with the custodial parent, ("resides" includes the child living away from home for school, summer employment or vacation);
  - (c) the child turns 18, unless he or she is unable to become self-supporting due to illness, disability, education or other cause;
  - (d) the child becomes self-supporting;

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- (e) the child obtains one post-secondary degree or diploma;
- (f) the child turns 23 years of age;
- (g) the child marries;
- (h) the child dies; or
- (i) a party dies, provided that the security in the section of this Agreement entitled "Life Insurance" is in place at the time of death.

5.9 When an event ending child support occurs, Nadia will immediately notify Sadiq and the FRO in writing. If Nadia does not notify Sadiq and the FRO, and Sadiq must end or vary his support obligation by court action, Nadia will reimburse Sadiq for any overpayment of support, for all his legal costs and out-of-pocket expenses and damages.

5.10 If a child ceases to be a "child" as defined in the Guidelines because he or she has interrupted his or her schooling for any purpose, but he or she later returns to school full-time and is still under the age of 23, then he or she will be deemed once again to be a "child" as defined in the Guidelines and support will resume until an event ending child support occurs.

5.11 Once a year, if either party asks in writing, Nadia and Sadiq will review the child support arrangements in this Agreement and, if they do not agree about any change, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue(s).

5.12 If either party asks in writing for disclosure, both will, in writing, provide the following information to the other, within 30 days of the request:

- (a) the documents required in s. 21(1) of the Guidelines that have not previously been provided, which includes:
  - (i) a copy of every personal income tax return filed by the party for each of the three most recent taxation years;
  - (ii) a copy of every notice of assessment and reassessment issued to the party for each of the three most recent taxation years;
  - (iii) where the party is an employee, the most recent statement of earnings indicating the total earnings paid in the year to date, including overtime or, where such a statement is not provided by the employer, a letter from the party's employer setting out that information including the party's rate of annual salary or remuneration;
  - (iv) where the party is self-employed, for the three most recent taxation years

- (1) the financial statements of the party's business or professional practice, other than a partnership; and
  - (2) a statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, persons or corporations with whom the party does not deal at arm's length;
- (v) where the party is a partner in a partnership, confirmation of the party's income and draw from, and capital in, the partnership for its three most recent taxation years;
- (vi) where the party controls a corporation, for its three most recent taxation years
  - (1) the financial statements of the corporation and its subsidiaries; and
  - (2) a statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to, or on behalf of, persons or corporations with whom the corporation, and every related corporation, does not deal at arm's length;
- (vii) where the party is a beneficiary under a trust, a copy of the trust settlement agreement and copies of the trust's three most recent financial statements; and
- (viii) in addition to any income information that must be included under paragraphs (c) to (g), where the party receives income from employment insurance, social assistance, a pension, workers compensation, disability payments or any other source, the most recent statement of income indicating the total amount of income from the applicable source during the current year, or if such a statement is not provided, a letter from the appropriate authority stating the required information.
- (b) current information about the children's special or extraordinary expenses;
- (c) details of the Canada Child Tax Benefit or other child benefits received in the previous year and anticipated in the coming year; and
- (d) any other information needed to review child support.

This may be asked for once a calendar year.

- 5.13 Until the support is adjusted by an amending agreement, court order or arbitration award, Sadliq will continue to pay the basic child support and both parties will continue their respective



contribution to the children's special and extraordinary expenses under the parties' most recent written agreement, court order or arbitration award.

5.14 Either Nadia or Sadiq may seek a change in child support if there is a material change in the condition, means, needs or other circumstances of Nadia, Sadiq, the children, that would affect child support.

5.15 A material change in the condition, means, needs or other circumstances of the parents or children may be foreseen or unforeseen, foreseeable or unforeseeable, and may include:

- (a) a material change in either party's financial position;
- (b) a change causing undue hardship for either party or the children;
- (c) a change in the number of children entitled to receive support under this Agreement;
- (d) a change in the child's special or extraordinary expenses;
- (e) a change in the child's residence that affects the amount of child support under the Guidelines; or
- (f) a change in the child's need for support.

5.16 Whoever seeks a change will give the other, in writing:

- (a) notice of the proposed change;
- (b) evidence supporting the proposed change; and
- (c) any request for information necessary to determine the issue.

5.17 Nadia may claim the Canada Child Tax Benefit (including the National Child Benefit Supplement and the Child Disability Benefit if applicable), the Universal Child Care Benefit, the refundable children's GST/HST credits and the eligible dependent credit for the children. These benefits/credits will not affect the Table amount of child support in this Agreement.

5.18 Nadia and Sadiq acknowledge that support will be paid through and enforced by the Family Responsibility Office (FRO). Nadia will file this Agreement with the court and the Family Responsibility Office for enforcement. To this end, Sadiq will pay child support to the Family Responsibility Office.

## **6. Dispute Resolution**

6.1 If Nadia and Sadiq disagree about a reviewable or variable term of this Agreement, they will try to resolve the dispute through negotiation, either between themselves or with their respective counsel.

If Nadia or Sadiq seeks a change in access, child support, spousal support, section 7 expenses, life insurance or medical and dental benefits, he or she will give the other, in writing:

- (a) notice of the proposed change;
- (b) evidence supporting the proposed change; and
- (c) any requests for information from the other necessary to determine the issue.

6.2 A request under section 6.2 (c) will be answered within 15 days.

6.3 After exchanging any information required by this Agreement, Nadia and Sadiq will meet personally or through their personal representatives to resolve the issues in dispute. If they come to an agreement, Nadia and Sadiq will sign and date an amending agreement before witnesses.

6.4 If Nadia and Sadiq cannot agree within 45 days of the request for review or variation, they may attempt mediation. If the parties proceed with mediation, they will select a mutually agreeable mediator and share the costs of mediation.

6.5 If the parties cannot resolve an issue that has been the subject of mediation, they may proceed to bring an application in court.

## **7. Spousal Support**

7.1

(a) Sadiq agrees to pay spousal support to Nadia as follows:

- (i) \$2,987.00/month commencing on the day after the sale closing of the matrimonial home (at a pro-rated amount for the balance of the month in which the matrimonial home sells) and on the first of each month thereafter, as per the SSAG calculation attached hereto as Schedule A;
- (ii) spousal support shall terminate after two (2) years;
- (iii) during the two years in which spousal support is payable, spousal support will be reviewed only if Sadiq's income is reduced, and Sadiq may seek a retroactive adjustment to the spousal support amount from the date on which his income reduced onwards.

(b) Nadia and Sadiq intend this Agreement to be forever final and non-variable.

(c) For greater certainty, the parties acknowledge that:

sd

- (i) they have negotiated this Agreement in an unimpeachable fashion and that the terms of this Agreement fully represent their intentions and expectations;
  - (ii) Nadia and Sadiq have both had independent legal advice. They have had all the disclosure they requested and require to understand the nature and consequences of this Agreement, and to come to the conclusion, as they do, that the terms of this Agreement, including the release of all spousal support rights, reflect an equitable sharing of the economic consequences of their relationship and its breakdown;
  - (iii) the terms of this Agreement substantially comply with the overall objectives of the *Divorce Act* now and in the future;
  - (iv) they require the courts to respect their autonomy to achieve certainty and finality in their lives;
  - (v) the terms of this Agreement reflect his and her own particular objectives and concerns, and are intended to be a final and certain settling of all spousal support issues between them.
- (d) Nadia and Sadiq specifically wish to be able to pursue their separate and independent lives, no matter what changes may occur. Nadia and Sadiq specifically anticipate that one or both of them may lose their jobs, become ill and be unable to work, find their financial resources diminished or exhausted whether through their own fault or not, or be affected by general economic and family conditions changing over time. Changes in their circumstances may be catastrophic, unanticipated or beyond their imagination. Nevertheless, no change, no matter how extreme or consequential for either or both of them, will alter this Agreement and their view that the terms of this Agreement reflect their intention to always be separate financially. Nadia and Sadiq fully accept that no change whatsoever in either or both of their circumstances will entitle either of them to spousal support from the other, now and forever.

**8. Medical and Dental Benefits**

**8.1 In this section:**

"medical" means all mental and physical health needs, including prescriptions, vision care, psychological counselling, dental and orthodontic costs, chiropractic costs, speech therapy, occupational therapy, physiotherapy, homeopathy, acupuncture and massage therapy.

- 8.2 While required to pay child support under this Agreement, Sadiq will maintain the children as beneficiaries of medical, extended health and dental coverage through his employment for as long as it is available to him.
- 8.3 For as long as Nadia is eligible, Sadiq will maintain Nadia as beneficiary of his medical, extended health and dental coverage through his employment.
- 8.4 Sadiq will:
- (a) promptly submit receipts given to him by Nadia to the insurer; and
  - (b) Immediately endorse the reimbursement cheques from the insurer to Nadia and deliver them to her.
- 8.5 Medical expenses not covered by either party's extended health insurance are special or extraordinary expenses and will be paid according to the applicable special or extraordinary expense sections above.
- 8.6 After the obligation to pay child support ends, on 30 days notice to Nadia, in writing, Sadiq may remove the child's name from the extended health insurance coverage.
- 8.7 If, for any reason, Sadiq's extended health coverage is no longer available to cover the children and/or Nadia, he will immediately notify Nadia, in writing. He will immediately reimburse Nadia for any expense incurred by her before she received notice that the expense was not covered by the extended health insurance.

**9. Matrimonial Home**

- 9.1 The matrimonial home shall be listed for sale forthwith with Milosov Lukarowski of Signature Realty Inc. , The following shall apply:
- a) The parties shall, within 10 days, agree in consultation with the real estate agent, on an initial listing price for the matrimonial home.
  - b) In the event of a disagreement as to the listing price of the matrimonial home, either party may bring a motion on short notice for directions from the Court.
  - c) In consultation with the real estate agent, the parties shall take reasonable steps to ready the matrimonial home for sale. These steps shall be completed within 20 days. The cost of these steps shall be paid by Sadiq, who shall be reimbursed for 50% of the total cost from

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the proceeds of sale of the matrimonial home upon closing date, up to an amount of \$3,000.00, unless the parties agree in advance and in writing to a greater amount.

- d) The parties shall take all reasonable steps to facilitate and complete the process of selling the matrimonial home. If either party fails to comply with this paragraph, the other party may apply to the Court to dispense with the non-cooperating party's participation in the process of selling the matrimonial home, which application will be by way of motion on short notice.
- e) The parties shall retain a mutually agreeable lawyer, for the sale closing of the matrimonial home.
- f) Upon the sale closing of the matrimonial home, Nadia shall receive an advance on equalization of \$10,000.00 and an amount (to be determined) to pay off the outstanding loan on the car <sup>2012</sup> [2014 Nissan Rogue] so that Sadiq can transfer said car into Nadia's name. Sadiq shall also receive an advance in the amount of \$20,000.
- g) The advance set out above shall be accounted for when determining the parties' distribution of the net sale proceeds of share and shall be deducted from each party's one half share.
- h) The remainder of the net proceeds of sale shall be held in the trust account of the real estate lawyer Vanida Hannan until further written agreement between the parties or a Court Order.

9.2 For the purposes of this Agreement:

- (a) "daily household expenses" in connection with the matrimonial home means:
  - (i) utilities;
  - (ii) water and sewer fee;
  - (iii) electricity;
  - (iv) telephone; and
  - (v) repairs that are not major repairs.
- (b) "major repairs" means repairs required to preserve the matrimonial home or maintain it in a marketable condition, such as:
  - (i) roof repairs;
  - (ii) exterior repairs;
  - (iii) exterior painting;

rd

(iv) major plumbing or electrical repairs; and

(v) replacement of:

- (1) chimney;
- (2) hot water tank;
- (3) furnace; and
- (4) major appliances;

but does not include remodeling or redecorating.

(c) "major expenses" of the matrimonial home means:

- (i) premiums on home insurance;
- (ii) mortgage payments; and
- (iii) property taxes.

- 9.3 Until the sale closing of the matrimonial home, Sadiq will pay the mortgage, utilities, home insurance premiums, property taxes, Nadia's cell phone bill, lease/finance costs and automobile insurance costs of the vehicle that Nadia is driving (Nissan Rogue-2014). <sup>2014</sup> (NR) (SR)
- 9.4 Until the sale closing of the matrimonial home, Sadiq will continue to deposit his total salary in to the parties' joint bank account held with Royal Bank of Canada.
- 9.5 Until the sale closing of the matrimonial home, Nadia will purchase groceries, gasoline, and other household expenses of not more than \$1,000 per month using her credit card which portion of \$1,000 per month shall be paid down using the funds in the parties' joint bank account held at Royal Bank of Canada.
- 9.6 Sadiq will pay for any major repairs and will be reimbursed for 50% from Nadia's share of the net sale proceeds.
- 9.7 Neither party will arrange for major repairs without the other's prior consent, in writing.
- 9.8 Sadiq shall not seek an adjustment for Nadia's half share of matrimonial home expenses payable by Nadia during the time Nadia resided in the matrimonial home.
- 9.9 Should Sadiq be in default on any one mortgage payment more than 15 consecutive days, then Sadiq hereby consents to any of the following events:
- (a) the matrimonial home may be listed for sale forthwith by Nadia and Sadiq's signature requirement on any real estate or legal documents necessary to effect said sale shall be dispensed with; or alternatively

9.10 Upon closing of the matrimonial home, the parties will direct the real estate lawyer to pay these expenses from the matrimonial home sale proceeds:

- (a) Any adjustments for taxes, utilities, municipal fees or levies;
- (b) amounts required to discharge registered encumbrances;
- (c) legal fees and disbursements relating to the sale closing.

9.11 The remainder of the net sale monies from the sale of the matrimonial home, subject to the advance on equalization to both parties as set out above, shall be held in the trust account of the real estate lawyer until further written agreement between the parties or Court Order.

## 10. Property

10.1 Upon Nadia paying off the outstanding amount owing on the car loan for the <sup>2012</sup>~~2014~~ Nissan <sup>(NK) (S.B.)</sup> Rogue, Sadiq will, within 5 days, transfer ownership of said car into Nadia's name as a spousal transfer so that any sales taxes are not applicable.

10.2 The parties shall execute a supplementary agreement regarding the equalization payment owing on their respective net family properties upon negotiating same, which shall then be attached as a schedule to this Agreement.

10.3 The spousal support and property sections of this Agreement are interdependent and inextricably intertwined in that they:

- (a) fully satisfy the support objectives set out in the *Divorce Act* and the *Family Law Act*;
- (b) recognize any economic advantages or disadvantages to the parties arising from the marriage or its breakdown;
- (c) apportion between the parties any financial consequences arising from the care of any child of the marriage over and above any obligation for the support of any child of the marriage;
- (d) relieve any economic hardship to the parties arising from the breakdown of the marriage;
- (e) insofar as is practicable, promote the economic self-sufficiency of each party within a reasonable period of time;
- (f) recognize each party's contribution to the relationship and the economic consequences of the relationship for the party;

- (g) share the economic burden of child support equitably;
- (h) fairly assist the parties to become able to contribute to their own support; and
- (i) relieve all financial hardship.

**11. Debts**

11.1 Nadia and Sadiq have the following debts in their joint names:

- (a) mortgage with Royal Bank of Canada.

11.2 The parties will discharge the existing mortgage with Royal Bank of Canada upon the sale closing of the matrimonial home.

11.3 Nadia and Sadiq will each be solely responsible for payment of each one's own personal debts and liabilities, which include:

- (a) Nadia's debts: NONE
- (b) Sadiq's debts: his car

and will indemnify the other from any expense or liability with respect to each one's own personal debts and liabilities.

11.4 Neither Nadia nor Sadiq will pledge the credit of the other or bind the other for any debts either may incur after the signing of this Agreement. Nadia and Sadiq acknowledge that they have not pledged the credit of the other since separation.

**12. Pensions**

12.1 Sadiq and Nadia acknowledge that either of them may make an application to any Canada Pension Plan district or local office for a credit sharing of Canada Pension Plan benefits resulting in the division of pension plan credits between them.

**13. Releases**

13.1 This Agreement is a full and final settlement of all issues between Nadia and Sadiq and all rights and obligations arising out of their relationship.

13.2 Except as otherwise provided in this Agreement, Nadia and Sadiq release each other from all claims either may have against the other now or in the future under the terms of any statute, in equity or the common law, including all claims under the Divorce Act, the Family Law Act, and the Succession Law Reform Act, for:



- (a) possession of property;
- (b) ownership of property;
- (c) division of property;
- (d) compensation for contributions to property;
- (e) monetary or proprietary remedies for unjust enrichment including claims where there is
- (f) a joint family venture; and
- (g) an equalization payment.

13.3 Except as otherwise provided in this Agreement, Nadia and Sadiq each renounce any entitlement either may have in the other's will made before the date of this Agreement or to share in the estate of the other upon the other dying intestate.

13.4 Except as otherwise provided in this Agreement, Nadia and Sadiq release each other from all claims either may have against the other now or in the future under the terms of any statute or the common law, including claims for:

- (a) a share in the other's estate;
- (b) a payment as a dependant from the other's estate under the Succession Law Reform Act;
- (c) an entitlement under the Family Law Act;
- (d) an appointment as an attorney or guardian of the other's personal care or property under the Substitute Decisions Act; and
- (e) participation in decisions about the other's medical care or treatment under the Health Care Consent Act.

13.5 Except as otherwise provided in this Agreement, on the death of either party:

- (a) the surviving party will not share in any testate or intestate benefit from the estate; or
- (b) the surviving party will not act as personal representative of the deceased; and
- (c) the estate of the deceased party will be distributed as if the surviving party had died first.

**14. General Terms**


- 14.1 Nadia and Sadiq each acknowledges and agrees that this Agreement is a separation agreement entered into under section 54 of the Family Law Act, and is a domestic contract that prevails over all matters dealt with in the Family Law Act.
- 14.2 There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.
- 14.3 If Nadia and Sadiq agree to try and reconcile their relationship but they cohabit for no longer than 90 days, this Agreement will not be affected. If they cohabit for more than 90 days, this Agreement will become void, except that any transfers or payments made to that time will not be affected or invalidated.
- 14.4 Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
- 14.5 The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.
- 14.6 On execution of the subsequent agreement regarding the equalization payment, Nadia shall withdraw her Application in the Brampton Superior Court of Justice, court file number FS -16 (illegible) -14 except with respect to the divorce, and the divorce shall proceed as a simple uncontested divorce with no costs payable. Sadiq will cooperate in the service of documents. The divorce will proceed on an uncontested basis.
- 14.7 If a divorce judgment or order issues, all of the terms of this Agreement will continue.
- 14.8 The interpretation of this Agreement is governed by the laws of Ontario.
- 14.9 This Agreement survives the death of Nadia and Sadiq and enures to the benefit of and binds Nadia's and Sadiq's heirs, executors, estate trustees, personal representatives and assigns.
- 14.10 Nadia and Sadiq will each inform the executors, estate trustees, personal representatives named in each one's will that this Agreement exists, and where a copy is located.
- 14.11 Any amendments to this Agreement must be in writing, signed by the parties, dated and witnessed.
- 14.12 Nadia and Sadiq will sign any documents necessary to give effect to this Agreement.


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- 14.13 Nadia and Sadiq have disclosed their income, assets and other liabilities existing at the date of marriage, separation and the respective dates on which their most recent Financial Statements were sworn.
- 14.14
- (a) Each party has investigated the other's financial circumstances and is satisfied with the disclosure and investigation.
  - (b) The parties acknowledge that their respective solicitors have drawn their attention to section 56(4)(a) of the Family Law Act, that provides as follows:  
"56(4) A court may, on application, set aside a domestic contract or a provision in it,  
(a) if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made."
- 14.15 Nadia and Sadiq attach their sworn financial statements as Schedules to this Agreement.
- 14.16 Nadia or Sadiq's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.
- 14.17 The parties will pay their own costs for the negotiation and preparation of this Agreement.
- 14.18
- (a) Nadia has had independent legal advice from Shabana Khan and Sadiq from Irina Davis.
  - (b) Nadia and Sadiq:
    - (i) understand their respective rights and obligations under this Agreement and its nature and consequences;
    - (ii) acknowledge that this Agreement is fair and reasonable;
    - (iii) acknowledge that they are not under any undue influence or duress; and
    - (iv) acknowledge that both are signing this Agreement voluntarily.
- 14.19 Where consent is required under this Agreement, it will not be unreasonably withheld. If Nadia and Sadiq cannot agree whether consent is being reasonably withheld, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the matter.
- 14.20 The effective date of this Agreement is the date on which the latter party signs it.
- 14.21 This agreement was prepared jointly by both parties and their respective solicitors.


TO EVIDENCE THEIR AGREEMENT NADIA AND SADIQ HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE: November 22, 2016

  
\_\_\_\_\_  
Witness Shabana Khan

  
\_\_\_\_\_  
Nadia KHUSHMAN

DATE: December 19, 2016

  
\_\_\_\_\_  
Witness  
Irina Davis

  
\_\_\_\_\_  
Sadiq BDOUR

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, Shabana Khan, of the City of Mississauga, in the Municipality of the Region of Peel, in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Nadia Khushman, one of the parties to the attached Separation Agreement with respect to her rights and obligations under this Agreement.

I acted only for Nadia Khushman and fully explained to her the nature and effect of the Agreement. Nadia Khushman acknowledged that she completely understood the nature and effect of the Agreement. Nadia Khushman executed the Agreement in front of me and confirmed that she was entering into the Agreement of her own volition without any fear, threats, compulsion or influence by Sadiq Bdour or any other person.

Dated at Mississauga, ON this November 22~~nd~~ November 22, 2016

  
\_\_\_\_\_  
Shabana Khan

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, Irina Davis, of the City of Toronto, in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Sadiq Bdour, one of the parties to the attached Separation Agreement with respect to his rights and obligations under this Agreement.

I acted only for Sadiq Bdour and fully explained to him the nature and effect of the Agreement. Sadiq Bdour acknowledged that he completely understood the nature and effect of the Agreement. Sadiq Bdour executed the Agreement in front of me and confirmed that he was entering into the Agreement of his own volition without any fear, threats, compulsion or influence by Nadia Khushman or any other person.

Dated at Mississauga this December 19, 2016

I Davis

LAWYER NAME

Irina Davis

[Print This Page](#)[Close Window](#)

Equifax Credit Report and Score™ as of 03/24/2017

Name: Nadia Khushman

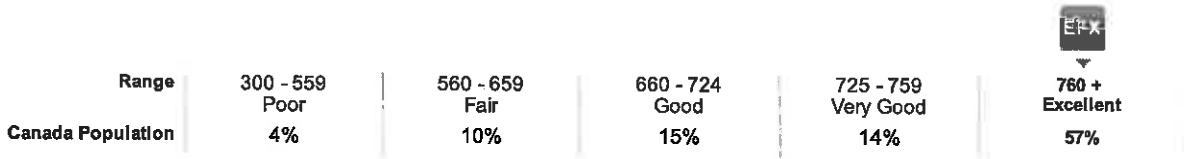
Confirmation Number: 3705681595

Credit Score Summary

Where You Stand

781 | 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.

- Age of most recent inquiry.
- Number of inquiries in last 3 months.
- Average age of national card trades.

Your Loan Risk Rating

781 | Excellent

Your credit score of 781 is better than 57% of Canadian consumers.  
The Equifax Credit Score™ ranges from 300-900. Higher scores are viewed more favorably.

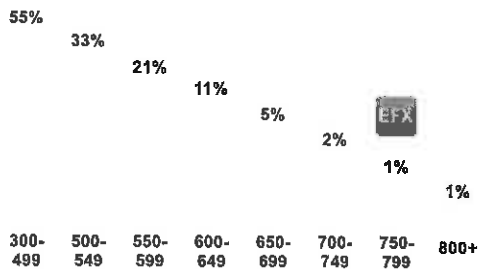
The Bottom Line :

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\*



\* Delinquency Rate is defined as the percentage of borrowers who reach 90 days past due or worse (such as bankruptcy or account charge-off) on any credit account over a two year period.

CREDIT REPORT

Personal Information

Personal Data

Name: NADIA KHUSHMAN  
SIN:  
Date of Birth: 1964-01-XX

Current Address

Address: 235 GLENN HAWTHORNE BLVD  
MISSISSAUGA, ON  
Date Reported: 2008-08 2008-02 2007-10

Previous Address

Address: 335 WEBB DR SUITE 308  
MISSISSAUGA, ON  
Date Reported: 2008-08 2008-02 2007-10

Special Services

No Special Services Message

Consumer Statement

No Consumer Statement on File

Credit Information

This section contains information on each account that you've opened in the past. It is retained in our database for not more than 6 years from the date of last activity.  
An installment loan is a fixed-payment loan in which the monthly payment does not change from month to month. Examples of such loans are a car loan or a student loan. Mortgage information may appear in your credit report, but is not used to calculate your credit score. A revolving loan is a loan in which the balance or amount owed changes from month to month, such as a credit card.  
Note: The account numbers have been partially masked for your security.

ROYAL BANK VISA

Phone Number:	Not Available	High Credit/Credit Limit:	\$11,000.00
Account Number:	XXX...217	Payment Amount:	\$10.00
Association to Account:	Individual	Balance:	\$139.00
Type of Account:	Revolving	Past Due:	\$0.00
Date Opened:	2007-10	Date of Last Activity:	2017-03
Status:	Paid as agreed and up to date	Date Reported:	2017-03
Months Reviewed:	72		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Monthly payments Amount in h/c column is credit limit		

ROYAL BK

Phone Number:	Not Available	High Credit/Credit Limit:	\$403,000.00
Account Number:	XXX...001	Payment Amount:	\$1,070.00
Association to Account:	Joint	Balance:	\$236,000.00
Type of Account:	Mortgage	Past Due:	\$0.00



Date Opened:	2008-07	Date of Last Activity:	2017-02
Status:	Paid as agreed and up to date	Date Reported:	2017-02
Months Reviewed:	59		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Mortgage Bi-weekly payments		
* This item is not displayed to all credit grantors. It does not impact your credit score as returned on this report; however some lenders may use a different score where it is factored in to the scoring algorithm.			

CAPITAL ONE HBC			
Phone Number:	(866)640-7858	High Credit/Credit Limit:	\$3,500.00
Account Number:	XXX...509	Payment Amount:	\$10.00
Association to Account:	Individual	Balance:	\$158.00
Type of Account:	Revolving	Past Due:	\$0.00
Date Opened:	2013-11	Date of Last Activity:	2017-02
Status:	Paid as agreed and up to date	Date Reported:	2017-02
Months Reviewed:	39		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Monthly payments Amount in h/c column is credit limit		

CAPITAL ONE HBC			
Phone Number:	(866)640-7858	High Credit/Credit Limit:	\$1,000.00
Account Number:	XXX...305	Payment Amount:	Not Available
Association to Account:	Individual	Balance:	\$0.00
Type of Account:	Revolving	Past Due:	\$0.00
Date Opened:	2008-09	Date of Last Activity:	2011-08
Status:	Paid as agreed and up to date	Date Reported:	2013-09
Months Reviewed:	30		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Monthly payments Amount in h/c column is credit limit		

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.

2017-03-19 ROYAL BANK AMS UNIT (800)769-2511

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 Sol inquiries are logged internally, however only the most current is retained for each month.

2017-03-24 AUTH ECONSUMER REQUE (Phone Number Not Available)

2016-12-07 CAPITAL ONE HBC (866)640-7858

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

Complete and submit a [Consumer Credit Report Update Form](#) to Equifax.

By mail:

Equifax Canada Co.  
Consumer Relations Department  
Box 190 Jean Talon Station  
Montreal, Quebec H1S 2Z2

By fax: (514) 355-8502

Equifax will review any new details you provide and compare it to the information in our files. If our initial review does not resolve the problem, we will contact the source of the information to verify its accuracy. If the source informs us that the information is incorrect or incomplete, they will send Equifax updated information and we will change our file accordingly. If the source confirms that the information is correct, we will not make any change to our file. In either case, you may add a statement to our file explaining any concerns you have. Equifax will include your statement on all future credit reports we prepare if it contains 400 characters or less.

If Equifax changes our file in response to your request, we will automatically send you an updated credit report to show you the changes. At your request, we will also send an updated credit report to any of our customers who received one within 60 days before the change was made.

# Account Activity


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LINE OF CREDIT - HOME EQUITY - 4075568 - (\$14.77) ▼

OK

**Tools and Resources**  
[Change Delivery Preferences](#)

LINE OF CREDIT - HOME EQUITY - 4075568 - (\$14.77)



Balance as of last payment<sup>1</sup>  
(\$14.77)  
Make a Payment

Available Credit  
\$220,014.77

Minimum Payment Amount  
\$0.00 on Mar 21

Current Variable Interest Rate  
3.10%  
TD Prime Rate+0.40%  
As of Mar 30, 2017

Current Plan Limit  
\$220,000.00

Interest Paid  

In 2017: **\$42.90**  
In 2016: **\$0.54**

## Line of Credit Statements

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View All Transactions

30 days | 60 days | 90 days | 120 days

Search by month

Bottom

Date ▼	Description ◊	Debit ◊	Credit ◊	Balance
Mar 01, 2017	PYT FRM: 03116493194		14.77	(\$14.77)
Mar 01, 2017	Transfer from TD ALL-INCLUSIVE BANKING PLAN 6493194 WE122		14.77	\$0.00
Feb 28, 2017	INTEREST	14.77		\$14.77
Total		\$14.77	\$29.54	

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About This Statement - Mar 30, 2017

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1. Balance shown is as of last payment and does not reflect daily interest accrued since payment was applied.

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Account Activity

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We have no transactions to show you. Try viewing other times or types of transactions. [AA119]

LINE OF CREDIT - HOME EQUITY - 4068758 - \$0.00

OK

Tools and Resources

[Change Delivery Preferences](#)

LINE OF CREDIT - HOME EQUITY - 4068758 - \$0.00



Balance as of last payment <sup>1</sup>	Available Credit	Minimum Payment Amount	Current Variable Interest Rate
\$0.00	\$200,000.00	\$0.00 on Mar 21	3.20%
Make a Payment			TD Prime Rate+0.50% As of Mar 30, 2017
Current Plan Limit	Interest Paid	In 2017: \$0.00	
\$200,000.00		In 2016: \$420.82	

Line of Credit Statements

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View All Transactions

30 days | 60 days | 90 days | 120 days

Search by month

1. Balance shown is as of last payment and does not reflect daily interest accrued since payment was applied.

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