

# Worksheet Leasing

Suite: 2906 Tower: PSV Date: Apr. 25/17 Completed by: Silvi

Anthony Sunjka

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 20% paid on occupancy  
Not required
- ✓ ● 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). N/A \$0.00 Leasing
- ✓ ● Agreement must be in good standing. Funds in Trust: \$ 29,990.
- ✓ ● Copy of Tenant's ID
- ✓ ● Copy of Tenant's First and Last Month Rent
- See notes { below } ● 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:

Tenant paid full rent up front.

Please see draft payable to Orion Realty  
for \$20,400.

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

ANTHONY SUNJKA (the "Purchaser")

Suite 2906 Tower ONE Unit 6 Level 28 (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 on March 25, 2012 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~~ <sup>20%</sup> percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement. AS
- (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 ~~Three Thousand and Five Hundred Dollars (\$3,500.00)~~ <sup>ZERO DOLLARS</sup> plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable. AS

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 25 day of MARCH 2012.

Witness:

Purchaser: ANTHONY SUNJKA

THE UNDERSIGNED hereby accepts this offer.

DATED at TORONTO this 15 day of APRIL 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer  
I have the authority to bind the Corporation

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

This Agreement to Lease dated this 18 day of April, 2017

**TENANT (Lessee),** Harnza Aydin  
(Full legal names of all Tenants)

**LANDLORD (Lessor),** Anthony Sunjka  
(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:  
#2906 - 4011 BRICKSTONE MEWS Mississauga L5B 0J7

2. **TERM OF LEASE:** The lease shall be for a term of 12 Months + 10 Days commencing April 21st

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 Seven Hundred Canadian Dollars (CDN\$ 1,700.00),  
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 as otherwise described in this Agreement  
(Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to ORION REALTY CORPORATION, BROKERAGE "Deposit Holder"  
in the amount of Three Thousand Four Hundred Twenty Thousand Four Hundred

Canadian Dollars (CDN\$ 3,400.00 20,400 HA) 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 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 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 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): HA

INITIALS OF LANDLORD(S): AS

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7. **PARKING:** .....  
1 Owned Spot: Parking Level: p2  
Parking Space #: 221
8. **ADDITIONAL TERMS:** .....  
1 Locker: Room E # 22.

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 ..... until 11:59 ..... p.m. on the 19 .....  
(Landlord/Tenant)  
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.: 416-499-1844 ..... FAX No.: 905-278-0468 .....  
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: anthony@in2ition.ca ..... Email Address: mike@mikeholdersells.com .....  
(For delivery of Documents to Landlord) (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.ltb.gov.on.ca](http://www.ltb.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):

INITIALS OF LANDLORD(S):



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

..... (Witness)	..... (Tenant or Authorized Representative)	DATE 4/18/2017
..... (Witness)	..... (Tenant or Authorized Representative)	DATE .....
..... (Witness)	..... (Guarantor)	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)	DATE 4/19/2017
..... (Witness)	..... (Landlord or Authorized Representative)	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) ..... 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 2 a.m./p.m. this 19 day of April, 2017. [Signature]

INFORMATION ON BROKERAGE(S)	
Listing Brokerage ORION REALTY CORPORATION ANTHONY SUNJKA <small>(Salesperson / Broker Name)</small>	Tel.No. (416) 733-7784
Co-op/Tenant Brokerage REMAX REALTY ENTERPRISES INC. MICHAEL HOLDER <small>(Salesperson / Broker Name)</small>	Tel.No. (905) 278-3500

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. [Signature] DATE April 19/2017 ..... (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. [Signature] DATE ..... ..... (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. [Signature] (Authorized to bind the Listing Brokerage)	
Acknowledged by: [Signature] (Authorized to bind the Co-operating Brokerage)	



Schedule A
Agreement to Lease - Residential

This Schedule is attached to and forms part of the Agreement to Lease between:
TENANT (Lessee), Hamza Aydin
LANDLORD (Lessor), Anthony Sunjka
for the lease of #2906 - 4011 BRICKSTONE MEWS Mississauga
LSB 0J7 dated the 18 day of April, 2017

The Tenant agrees that they will submit the first and last month's rent deposit of Three Thousand Four Hundred (\$3400), in the form of a bank draft or certified cheque, payable to "ORION REALTY CORPORATION, BROKERAGE" prior to 9 p.m. Thursday, April 20th, 2017.

The Tenant further volunteers to submit the sum of the remaining 10 months and 10 days rent of Seventeen Thousand Five Hundred Sixty Dollars and Sixty Seven Cents (\$17,566.67), in the form of a bank draft or certified cheque, payable to "Anthony Sunjka" prior to 9 p.m., on Thursday, April 20th, 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 Buyer hereby covenants with the Seller and with the Condominium Corporation that the Buyer, members of the household, and guests, will comply with the Condominium Act, the Declaration, the Bylaws and all Rules and Regulations, in using the unit and the common elements, and will be subject to the same duties imposed by the above as those applicable to other individual unit owners.

The Tenant agrees with the Landlord to pay rent, keep the premises in an ordinary state of cleanliness, and repair in full any damage caused to the premises by his or her willful or negligent conduct or that of persons who are permitted on the premises by him.

For the duration of the Lease Term the Tenant shall be responsible for the first (\$60) Sixty Canadian Dollars of all normal wear and tear repairs that occur in the unit, including change of light bulbs, furnace filters, etc.

The Tenant agrees not to make any changes to the decor or the physical structure of the existing premises without the prior consent of the landlord or his authorized agent.

The Tenant acknowledges and agrees that pets are not permitted on the premises.

The Tenant agrees not to smoke in the apartment.

The Tenant acknowledges that the use of illegal substances of ANY kind is not permitted on the premises.

The Tenant further covenants to leave the premises in an ordinary state of cleanliness upon termination of this lease.

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

INITIALS OF TENANT(S):

Handwritten initials of tenant: DS, Hk

INITIALS OF LANDLORD(S):

Handwritten initials of landlord: AS

Small print regarding OREA trademarks and copyright notice.



Schedule A
Agreement to Lease - Residential

This Schedule is attached to and forms part of the Agreement to Lease between:
TENANT (Lessee), Hamza Aydin
LANDLORD (Lessor), Anthony Sunjka
for the lease of #2906 - 4011 BRICKSTONE MEWS Mississauga
LSB 017 dated the 18 day of April, 2017

If he chooses to renew, the Tenant agrees to deliver to The Landlord 12 post-dated cheques covering the monthly rental payments payable to Anthony Sunjka, on each anniversary date of the lease. The Tenant is responsible for a penalty charge of \$50.00 for any returned cheques.
The Tenant agrees to provide the landlord with a \$200 refundable security deposit in the form of a cheque payable to Anthony Sunjka, before taking occupancy of the unit, for the use of keys and fobs. The Landlord agrees to provide the tenant with ONE SET of keys and access fobs to the building, parking, suite, locker and mailbox at his own expense at closing.
The following items belonging to the Landlord are to remain on the premises for the Tenant's use: Fridge, Stove, Microwave, Dishwasher, Washer, Dryer, all existing and belonging to the Landlord Electrical Light fixtures and all blinds and window coverings. The Landlord warrants that the appliances will be in good working condition at the commencement of the lease and the Tenant warrants that the appliances will be in good working condition at the end of the lease term, save for normal wear and tear. The Tenant agrees to keep said appliances in a state of ordinary cleanliness at the Tenant's cost.
Sixty Days Prior to the expiry of the lease (in the event that this lease is not renewed), the Tenant hereby agrees to cooperate with the landlord and show the premises to prospective clients during reasonable hours with properly booked appointments, and to allow the landlord to affix a FOR SALE or FOR RENT sign on the property.
The Tenant acknowledges that the landlord's fire insurance on the premises does not provide coverage for the tenant's personal property, nor liability coverage on behalf of the tenant. Hence, the tenant is responsible to insure his belongings and to have adequate liability coverage and give evidence of obtaining "Tenant's Insurance" before closing. The tenant must continue the insurance until the end of the lease and must provide the evidence of continued coverage on every renewal occasion. Proof of this insurance policy must be presented to the Landlord or their authorized representative prior to occupancy, and such proof may be requested at any time during the tenancy period.
The Tenant acknowledges that a Hydro account needs to be set up under the tenants name as of the first day of the commencement of the Lease Term. Proof of the Hydro account must be presented to the Landlord or their authorized representative prior to occupancy, and such proof may be requested at any time during the tenancy period.

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

INITIALS OF TENANT(S): [Handwritten initials]

INITIALS OF LANDLORD(S): [Handwritten initials AS]

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Schedule A
Agreement to Lease - Residential

This Schedule is attached to and forms part of the Agreement to Lease between:
TENANT (Lessee), Hamza Aydin, and
LANDLORD (Lessor), Anthony Sunjka
for the lease of #2906 - 4011 BRICKSTONE MEWS Mississauga
LSB 0J7 dated the 18 day of April, 2017.

The Tenant shall have the right to renew the lease after the expiration of the term hereby granted, provided that the tenant has performed faithfully all the terms and conditions of the existing lease, under the same terms and conditions for a further term of one year, provided the tenant shall give written notice to the landlord of the tenant's intention to exercise his right to renew no later than 60 days prior to the termination of this lease, failing which the right of renewal shall be null and void and of no effect. The rent increases for this term shall be in accordance with the guidelines set by the Rent Control Board of the Province of Ontario, once every twelve (12) months. The Tenant agrees to allow the Landlord or Landlord's Representative access to the unit for the purpose of inspection, maintenance, or completion of uncompleted work, at any time provided that 24 hours notice is given to the Tenant.

The Landlord will ensure that all smoke and carbon monoxide detectors are operational and installed in good working order. The Tenant will maintain any and all smoke or carbon monoxide detectors and replace batteries as needed and will NOT DISABLE them at any time.

The Landlord Agrees to reasonably clean the unit prior to the Tenant's possession and install shower curtains in the washroom. The Tenant agrees upon vacating the premises, to leave the suite in a similar condition of cleanliness as to when he took possession, and to remove ALL personal belongings.

HA Tenant will pay Landlord \$566.67 on/by September 15, 2017
A.S

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

INITIALS OF TENANT(S): [Handwritten initials]

INITIALS OF LANDLORD(S): [Handwritten initials]

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Ontario

Driver's Licence

Permis de conduire

ON

CANADA

2 NAME/ NOM

AYDIN,

HAMZA

8 3353 MISSISSAUGA RD BOX 521

MISSISSAUGA, ON, L5L 6A2

4d NUMBER/  
NUMÉRO

A9635 - 31209 - 50223 |

4a ISS/ DÉL

2015/09/30

4b EXP/ EXP. 2020/09/14

5 BD/ RÉF

DH2212139

16 HGT/HAUT. 179 cm

15 SEX/ SEXE

M

9 CLASS/

G2

CATÉG.

12 REST/

COND

3 DOB/DEN 1995/02/23



## Confirmation of tenant insurance

This document is issued for information only and is certified to be accurate as at the date issued. It confers no rights and imposes no liability on the Insurer. The policy is subject to terms, conditions and exclusions, and is subject to the standard mortgage clause. This document does not amend, extend or alter the coverage provided by the policy. E.&O.E.

**Date issued:** April 19, 2017

**Agency:** Square One Insurance Services Inc.  
Suite 1218 - 650 West Georgia Street  
Vancouver, British Columbia  
V6B 4N8

**Insurer:** The Mutual Fire Insurance Company of British Columbia  
Suite 201 - 9366 200A Street  
Langley, British Columbia  
V1M 4B3

**Policy #:** 590268

**Insured(s):** Hamza Aydin

**Insured location:** 2906 - 4011 Brickstone Mews  
Mississauga, Ontario  
L5B0J7

**Insured Location Use:** Occupied Property

**Effective date and time:** April 21, 2017 12:01 AM local time

**Expiry date:** Valid until April 21, 2018 unless cancelled.

**Personal liability limit:** \$1,000,000

**Deductibles:**

Earthquake	\$2,500	Standard	\$1,000
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For questions about this confirmation of insurance, please call 1.855.331.6933 and press 1 for policy sales and service.

Regards,  
Square One Insurance Services Inc.



Devon McGuire



Confirmation of Co-operation and Representation

Form 320  
for use in the Province of Ontario

BUYER: Hamza Aydin

SELLER: Anthony Sunjka

For the transaction on the property known as: #2906 - 4011 BRICKSTONE MEWS Mississauga L5B 0J7

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 included other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives 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)

DS  
HA  
BUYER

DS  
MS  
CO-OPERATING/BUYER BROKERAGE

AS  
SELLER

AS  
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  
1/2 Month Rent + Hst 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)

RE/MAX REALTY ENTERPRISES INC.  
(Name of Co-operating/Buyer Brokerage)  
125 LAKESHORE ROAD EAST MISSISSAUGA  
Tel: (905) 278-3500 Fax: (905) 278-0468  
Date: 4/18/2017  
Authorized to bind the Co-operating/Buyer Brokerage  
MICHAEL HOLDER  
(Print Name of Broker/Salesperson Representative of the Brokerage)

ORION REALTY CORPORATION  
(Name of Listing Brokerage)  
200-465 BURNHAMTHORPE RD MISSISSAUGA  
Tel: (416) 733-7784 Fax: (905) 286-5271  
Date: APRIL 19/2017  
Authorized to bind the Listing Brokerage  
ANTHONY SUNJKA  
(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.

Date: 4/18/2017  
(Signature of Buyer)

Date: 19 April 17  
(Signature of Seller)

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Registrant's Disclosure of Interest  
Disposition of Property



This Statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

ANTHONY SUNJKA  
(Name of Registrant) declare that I am a registered  
Real Estate Salesperson representing ORION REALTY CORPORATION  
(Brokerage/Broker/Salesperson) (Name of Brokerage)  
in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 4011 Brickstone Mews 2906

Please be advised that I own the Property or that I have an interest in the Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION: Listing Agent owns the property

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of the Property:

AND (Attach Appendix "A" if necessary)  
For the purposes of this Registrant's Statement as Seller, "Seller" includes vendor, landlord and lessor, and "Buyer" includes purchaser, tenant and lessee.  
[Signature of Registrant who is making this Declaration] ANTHONY SUNJKA DATE: April 19 2017  
[Signature of Broker of Record/Manager of Brokerage] DATE: April 19, 2017  
[Title] Manager

ACKNOWLEDGEMENT

I/We, the undersigned, as Buyer(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO MAKING AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

[Witness] DocuSigned by: [Signature] 4/19/2017  
[Buyer] BD598587DCBC481...  
[Witness] [Buyer] DATE:

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The Toronto-Dominion Bank

100 CITY CENTRE DRIVE  
MISSISSAUGA, ON L5B 2C9

DATE 2017-04-21  
Transit-Serial No. 93-80270413

Pay to the ORION REALTY CORPORATION BROKERAGE, IN TRUST \$ \*\*\*\*\*20,400.00  
Order of

\*\*\*TWENTY THOUSAND FOUR HUNDRED\*\*\*\*\*00/100 Canadian Dollars  
Authorized signature required for amounts over CAD \$5,000.00

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

Receipt Only - Non Negotiable  
Please retain for presentation in event Original lost

- Important
- Handle original draft with care; unlike a cheque, a stop payment cannot be lodged on a draft
  - To reduce the risk of a draft being lost, please consider using registered mail or courier
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The Toronto-Dominion Bank 80270413

100 CITY CENTRE DRIVE  
MISSISSAUGA, ON L5B 2C9  
DATE 2017-04-21  
YYYYMMDD

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Order of

\*\*\*TWENTY THOUSAND FOUR HUNDRED\*\*\*\*\*00/100 Canadian Dollars  
Authorized signature required for amounts over CAD \$5,000.00

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

Authorized Officer  
Countersigned  
Number

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

⑈ 80270413⑈ ⑈ 09612004⑈ ⑈ 3808⑈