

# Worksheet

## Leasing

Suite: 4809 Tower: PSV Date: \_\_\_\_\_ Completed by: \_\_\_\_\_

Mustafa Kheriba

Please mark if completed:

- ✓ ● Copy of 'Lease Prior to Closing' Amendment
- ✓ ● Copy of Lease Agreement
- ✓ ● Certified Deposit Cheque for Top up Deposit to 20% payable to Blaney McMurtry LLP in Trust
- ✓ ● 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). \$3,390 Draft NO. 58793718
- ✓ ● Agreement must be in good standing. Funds in Trust: \$ 65,862
- ✓ ● Copy of Tenant's ID
- ✓ ● Copy of Tenant's First and Last Month Rent
- students } ● Copy of Tenant's employment letter or paystub
- Copy of Credit Check
- Copy of the Purchasers Mortgage approval (Amacon to verify)
- ✓ ● The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes:

Sent to Amacon July 10, 2017.

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VOY RUSP  
admission 01-01-01

208.20

Yours. of 10/10/01.

10/10/01

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and  
**MUSTAFA GHAZI KHERIBA** (the "Purchaser")

Suite **4809** Tower **ONE** Unit **9** Level **47** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the Agreement of Purchase and Sale executed by the Purchaser and accepted by the Vendor (the "Agreement") and except for such changes noted below, all other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence.

**Insert:**

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

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of 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 14 day of May 2017.

  
Witness.

  
Purchaser **MUSTAFA GHAZI KHERIBA**.

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 15<sup>th</sup> day of June 2017.

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

PER: 

Authorized Signing Officer  
I have the authority to bind the Corporation





Form 400  
for use in the Province of Ontario

Agreement to Lease  
Residential

Toronto  
Real Estate  
Board

This Agreement to Lease dated this 22 day of June, 2017

TENANT (Lessee), Zichen He  
(Full legal names of all Tenants)

LANDLORD (Lessor), Mustafa Ghazi Kheriba  
(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:  
#4809 -4011 BRICKSTONE MEWS Mississauga L5B 0J7
2. **TERM OF LEASE:** The lease shall be for a term of 1 Year commencing June 24th, 2017
3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of  
One Thousand Nine Hundred Canadian Dollars (CDN\$ 1,900.00),  
payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.
4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance  
(Herewith/Upon acceptance/as otherwise described in this Agreement)  
by negotiable cheque payable to ORION REALTY CORPORATION, In trust "Deposit Holder"  
in the amount of Three Thousand Eight Hundred  
Canadian Dollars (CDN\$ 3,800.00) 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 1st and 12th  
month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.
- For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24  
hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement,  
the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned,  
received or paid on the deposit.
5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental  
Application completed prior to this Agreement will occupy the premises.  
Premises to be used only for: single family residence

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

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input 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: Internet	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Tenant insurance	<input type="checkbox"/>	<input checked="" 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):

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INITIALS OF LANDLORD(S):



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7. **PARKING:** Included
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 until 2:59 p.m. on the 23 day of June, 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: audrey@orionrealestate.ca Email Address: charliechen8899@gmail.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 Tenani 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):

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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) .....

*Zichen He*  
(Tenant or Authorized Representative)  
6/22/2017 5:13:45 PM EDT

(Seal) DATE 06/22/2017

(Witness) .....

(Tenant or Authorized Representative)

(Seal) DATE .....

(Witness) .....

(Guarantor)

(Seal) DATE .....

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness) .....

*G. Muskal*  
(Landlord or Authorized Representative)

(Seal) DATE 6/23/17

(Witness) .....

(Landlord or Authorized Representative)

(Seal) DATE .....

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

(Witness) .....

(Spouse)

(Seal) DATE .....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at 2:30 a.m. on this 23rd day of June, 2017.

*G. Muskal*  
(Signature of Landlord or Tenant)

**INFORMATION ON BROKERAGE(5)**

Listing Brokerage **ORION REALTY CORPORATION**

**AUDREY GRUBESIC**

Tel.No. (416) 733-7784

(Salesperson / Broker Name)

Co-op/Tenant Brokerage **BAY STREET REALTY POINT**

**CHARLIE CHEN**

Tel.No. (416) 668-6600

(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.

*G. Muskal* DATE 6/23/17

(Landlord)

(Landlord) DATE .....

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.

*Zichen He* DATE 06/23/2017

(Tenant) 6/23/2017 5:12:10 PM EDT

(Tenant) DATE .....

Address for Service .....

Tel.No. ....

Tenant's Lawyer .....

Address .....

Email .....

Tel.No. .... FAX No. ....

**FOR OFFICE USE ONLY**

**COMMISSION TRUST AGREEMENT**

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

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

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

*Audrey Grubestic*  
(Authorized to bind the Listing Brokerage)

Acknowledged by:

*Zichen He*  
(Authorized to bind the Co-operating Brokerage)

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Form 401  
for use in the Province of Ontario

Schedule A  
Agreement to Lease – Residential

Toronto  
Real Estate  
Board

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

TENANT (Lessee), Zichen He, and

LANDLORD (Lessor), Mustafa Ghazi Kheriba

for the lease of #4809-4011 BRICKSTONE MEWS

dated the 22 day of June, 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, (HVAC) 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.

The Tenant agrees to deliver to The Landlord 7 post-dated cheques covering the monthly rental payments payable to Mustafa Ghazi Kheriba, on the closing of this transaction and a further 12 post-dated cheques on each anniversary date of the lease (if he chooses to renew). Tenant is responsible for a penalty charge of \$50.00 for any returned cheques.

The Tenant agrees to provide the landlord with \$200 refundable security deposit in the form of a cheque payable to Mustafa Ghazi Kheriba, before taking occupancy of the unit, for the use of keys and fobs. This deposit shall be returned to the tenant when all of the keys and fobs are returned to the Landlord and all are in good working order.

Landlord agrees to provide the tenant with ONE SET of keys and access fobs to the building, parking, suite, and mailbox at his own expense at closing.

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

INITIALS OF TENANTS:

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INITIALS OF LANDLORD(S):

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Form 401  
for use in the Province of Ontario

Schedule A  
Agreement to Lease – Residential

Toronto  
Real Estate  
Board

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

TENANT (Lessee), Zichen He

and

LANDLORD (Lessor), Mustafa Ghazi Kheriba

for the lease of #4809-4011 BRICKSTONE MEWS

dated the 22 day of JUNE, 2017

The Tenant agrees that no other than those listed in the rental application submitted in addition to this offer to lease will regularly occupy the unit and he will not assign nor sublet the premises to a sub-tenant without the consent of the landlord. Such consent shall not be arbitrarily or unreasonably withheld.

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. 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. 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 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.

Only if specifically required as per this Agreement to Lease, the Tenant will need to set up other utility services (i.e Water, Gas, Etc.) under the Tenant's name, and show proof of such accounts 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 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

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

INITIALS OF TENANTS:

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INITIALS OF LANDLORD(S):

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

TENANT (Lessee), ..... Zichen He ..... and  
LANDLORD (Lessor), ..... Mustafa Ghazi Kheriba .....  
for the lease of ..... #4809 -4011 BRICKSTONE MEWS .....  
..... dated the ..22..... day of .....June....., 20..17.....

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 Deposit as per the first page of this Agreement to Lease, must be in the form of a Bank Draft or Certified Cheque payable to ORION REALTY CORPORATION BROKERAGE.

Tenant acknowledges that the subject building is new and may have incomplete work and some of the condominium facilities may not be immediately available for use. Further, some area of the condominium may still be under construction at the time of occupancy. The Tenant shall not make any claims against the Landlord for any inconvenience as a result of such construction and repairs. Tenant agrees to allow the Builder's/ Landlord's customer service and /or trade's people access to the unit during normal business hours to do repair and touch up work to the unit, as required. Landlord agrees to give notice to the tenant at least 24 hours before the time of entry.

It is acknowledged, understood and agreed by the Tenant that the Tenant voluntarily offers 3 months payments in advance in support of the Tenant's credibility, even though the Residential Tenancies Act discourages this. Tenant agrees to pay further \$5700 to the Landlord by certified cheque or bank draft on the closing of this transaction. This amount accounts for the lease payment covering from the ninth month to the eleventh month.

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

INITIALS OF TENANTS:



INITIALS OF LANDLORD(S):





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Form 320  
for use in the Province of Ontario

# Confirmation of Co-operation and Representation

Toronto  
Real Estate  
Board

BUYER: Zichen He

SELLER: Mustafa Ghazi Kheriba

For the transaction on the property known as: #4809 -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:
- ☒ 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)
  - ☐ 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.....represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid  
(does/does not)
- 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)

[ZH]

BUYER

[CC]

CO-OPERATING/BUYER BROKERAGE

[Signature]

SELLER

[Signature]

LISTING BROKERAGE



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

CO-OPERATING BROKERAGE- REPRESENTATION:

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

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property  
Half month 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)

BAY STREET REALTY POINT  
(Name of Co-operating/Buyer Brokerage)  
240 DUNCAN MILL ROAD #403E TORONTO  
Tel: (416) 668-6600 Fax: (416) 987-5955  
Date: 06/22/2017  
[Signature]  
(Authorized to bind the Co-operating/Buyer Brokerage)  
CHARLIE CHEN  
(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: 6/23/17  
[Signature]  
(Authorized to bind the Listing Brokerage)  
AUDREY GRUBESIC  
(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.

Authentisign  
[Signature]  
(Signature of Buyer) Date: 06/22/2017  
8:22:07 PM EDT

[Signature]  
(Signature of Seller) Date: 6/23/17

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Royal Bank of Canada  
Banque Royale du Canada  
2480 WINSTON CHURCHILL BLVD  
OAKVILLE, ON

58793718 6-516

DATE 20170705  
Y/A M/M D/D

PAY TO THE ORDER OF  
PAYEZ À L'ORDRE DE AMACON CITY CENTRE SEVEN

\$3,390.00

EXACTLY \$3,390.00

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 LBH NO. 1 4809 NO. 2 4810

PURCHASER NAME

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

*Chenallg*

⑈58793718⑈ ⑆00932⑈003⑆ 099⑈013⑈5⑈

PSV # 4809 + 4810

Leasing Fee

0134 + 0034 = 1068  
- 999  
-----  
69

# Orion Realty Corporation

Brokerage

465 BURNHAMTHROPE RD W UNIT 200

MISSISSAUGA, ON

L5M 0E3

PHONE: 416-733-7784

FAX: 905-286-5271

RECEIPT

DATE: June 24, 2017

TIME: 1:30 pm

RECEIVED FROM: Charlie Chen

ITEM: ☐ CERTIFIED CHEQUE ☒ BANK DRAFT ☐ CHEQUE ☐ OTHER

AMOUNT(\$): 3,800.00

PAYABLE TO: ☒ ORION REALTY CORPORATION, BROKERAGE

PROPERTY: 4011 Brickstone Mews, Unit 4809

FOR: ☒ LEASE ☐ SALE

RECEIPT BY: Helen Cheong

☒ COPY FOR CLIENT(S)

☒ COPY FOR LISTING AGENT

BAY STREET  
REALTY POINT  
BROKERAGE

Charlie Chen  
Sales Representative

Cell: 647-688-9265  
Office: 416-668-6600  
Fax: 416-987-5955

charlechen8899@gmail.com  
Wechat: charlechen\_canada

Bay Street Realty Point, Brokerage.  
5th floor, 8300 Woodbine Avenue,  
Markham, L3R 9Y7



10358 (1215)

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## The Toronto-Dominion Bank

247 SPADINA AVENUE  
TORONTO, ON M5T 3A8

82018467

DATE

2017-06-23  
YYYYMMDD

Transit-Serial No.

1328-82018467

Pay to the

Order of ORION REALTY CORPORATION, TN TRUST

\$ \*\*\*\*\*3,800.00

\*\*\*THREE THOUSAND EIGHT HUNDRED\*\*\*  
Authorized signature required for amounts over CAD \$5,000.00

00/100 Canadian Dollars

Re

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

⑈82018467⑈ ⑆09612⑈004⑆

⑈3808⑈





**Rental Application  
Residential**

I/We hereby make application to rent #4809 -4011 BRICKSTONE MEWS Mississauga L5B 0J7  
from the 24 day of June 2017 at a monthly rental of \$1,900.00

to become due and payable in advance on the 24th day of each and every month during my tenancy.

1. Name Zichen He Date of birth 1998/12/14 SIN No. (Optional)   
Drivers License No H2001-79609-86214 Occupation Student

2. Name Date of birth SIN No. (Optional)   
Drivers License No Occupation

3. Other Occupants: Name Relationship Age   
Name Relationship Age   
Name Relationship Age

Do you have any pets? No If so, describe

Why are you vacating your present place of residence? Study in University of Toronto Mississauga

**LAST TWO PLACES OF RESIDENCE**

Address 3703-1080 Bay Street Address   
From 2016.06.26 To 2017.6.25 From To


Name of Landlord Terrence Yee- Yung Ling Name of Landlord

Telephone: Telephone:

**PRESENT EMPLOYMENT**

Employer   
Business address   
Business telephone   
Position held   
Length of employment   
Name of supervisor   
Current salary range: Monthly \$

**PRIOR EMPLOYMENT**

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# Offer Summary Document

For use with Agreement of Purchase and Sale



**Form 801**  
for use in the Province of Ontario

## For Brokerage submitting the offer on behalf of the Buyer:

When sent to the Listing Brokerage this form can be used as evidence that you have a written signed offer from a Buyer to the Seller.

**REAL PROPERTY ADDRESS:** #4809 -4011 BRICKSTONE MEWS Mississauga L5B 0J7 (the "property")  
(municipal address and/or legal description)

for an Agreement of Purchase and Sale dated: the 22 day of June, 2017 ("offer")

This offer was submitted by: **BROKERAGE:** BAY STREET REALTY POINT

**SALES REPRESENTATIVE/BROKER:** CHARLIE CHEN

I/We, Zichen He, have signed an offer for the property.

*Zichen He*  
6/22/2017 6:13:42 PM EDT

Name of Buyer(s)  
06/22/2017

Dated

Buyer signature

Dated

This offer was submitted, by email (by fax, by email or in person) to the Listing Brokerage at 5:00 p.m. on the 22 day of June, 2017. Irrevocable until 2:59 p.m. on the 23 day of June, 2017.

(For Buyer counter offer - complete the following)

I/We, Zichen He, have signed an offer for the property.

Buyer signature

Date

Buyer signature

Date

An offer was submitted, (by fax, by email or in person) to the Listing Brokerage at a.m./p.m. on the day of June, 20. Irrevocable until a.m./p.m. on the day of June, 20.

## For Listing Brokerage receiving the offer:

**SELLER(S):** Mustafa Ghazi Kheriba

**SELLER(S) CONTACT:** (ie. phone / email / fax)

**LISTING BROKERAGE:** ORION REALTY CORPORATION

**SALES REPRESENTATIVE/BROKER:** AUDREY GRUBESIC

This offer was received, email (by fax, by email or in person) by the Listing Brokerage at 8 a.m. on the 22 day of June, 2017.

This offer was presented, person (by fax, by email or in person) to the Seller(s) at 2:30 a.m. on the 23 day of June, 2017.

Offer was: ☒ Accepted ☐ Signed Back/Countered ☐ Expired/Declined

**Comments:**

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Ontario

Driver's Licence  
Permis de conduire

ON  
CANADA



1,2 NAME/ NOM

HE,  
ZICHEN

8 3703-1080 BAY STREET  
TORONTO, ON, M5S 0A5

4d NUMBER/  
NUMÉRO

H2001 - 79609 - 86214

4a ISS/ DEL

2016/09/09

4b EXP/ EXP. 2020/03/18

5 DO/ REF

DP1833021

16 HGT/ HAUT. 163 cm

15 SEX/ SEXE

F

9 CLASS/

G2

CATÉG.

12 REST/  
COND

AGE 19/ ANS 2017/12/11

3 DOB/ DBN 1998/12/14

Ontario  
Driver's Licence Photo  
Only  
Photo de permis de conduire  
valable de l'Ontario seulement

4801





# Orion Realty Corporation

Brokerage

465 BURNHAMTHROPE RD W UNIT 200

MISSISSAUGA, ON

L5M 0E3

PHONE: 416-733-7784

FAX: 905-286-5271

DATE: June 24, 2017

TIME: 1:30 pm

RECEIVED FROM: Charlie Chen

ITEM: ☐ CERTIFIED CHEQUE ☒ BANK DRAFT ☐ CHEQUE ☐ OTHER

AMOUNT(\$): 3,800.00

PAYABLE TO: ☒ ORION REALTY CORPORATION, BROKERAGE

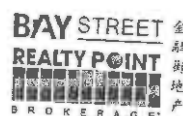
PROPERTY: 4011 Brickstone Mews, Unit 4809

FOR: ☒ LEASE ☐ SALE

RECEIPT BY: Helen Cheong

☒ COPY FOR CLIENT(S)

☒ COPY FOR LISTING AGENT



Charlie Chen  
Sales Representative

Cell: 647-688-9265  
Office: 416-668-6600  
Fax: 416-987-5955

charliechen8899@gmail.com  
Wechat: charliechen\_canada

Bay Street Realty Point, Brokerage.  
5th floor, 8300 Woodbine Avenue,  
Markham, L3R 9Y7



10358 (1215)

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## The Toronto-Dominion Bank

247 SPADINA AVENUE  
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82018467

DATE

2017-06-23  
YYMMDD

Transit-Serial No.

1328-82018467

Pay to the

Order of ORION REALTY CORPORATION, TN TRUST

\$ \*\*\*\*\*3,800.00

\*\*\*THREE THOUSAND EIGHT HUNDRED\*\*\*  
Authorized signature required for amounts over CAD \$5,000.00

00/100 Canadian Dollars

Re

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

⑈82018467⑈ ⑆09612004⑆

⑈3808⑈

