

# Worksheet

## Leasing

Suite: 3404 Tower: PSV Date: Jun. 12/17 Completed by: \_\_\_\_\_

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 *Provided @ occupancy*
- ✓ ● Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership. *\$282.50 Draft NO. 81493804*
- ✓ ● Agreement must be in good standing. Funds in Trust: \$ 20,000.
- Copy of Tenant's ID *Rec'd*
- ✓ ● Copy of Tenant's First and Last Month Rent
- ✓ ● Copy of Tenant's employment letter or paystub
- ✓ ● Copy of Credit Check
- ✓ ● Copy of the Purchasers Mortgage approval
- ✓ ● The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes:

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AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

**NAZIKH AL AGBAR** (the "Purchaser")

Suite 3404 Tower ONE Unit 4 Level 33 (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 Two Hundred Fifty Dollars (\$250.00) 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 day of March 2017.

Witness:

POA  
Purchaser: NAZIKH AL AGBAR

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 1<sup>st</sup> day of March 2017.

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

PER:

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

This Agreement to Lease dated this 6 day of June, 2017

**TENANT (Lessee),** Mohamed Heggi  
(Full legal names of all Tenants)

**LANDLORD (Lessor),** Nazih Al Agbar  
(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:  
#3404 -4011 BRICKSTONE MEWS Mississauga L5B 0J7

2. **TERM OF LEASE:** The lease shall be for a term of 2 Years commencing June 10, 2017

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of \_\_\_\_\_  
One Thousand Six Hundred Fifty Canadian Dollars (CDN\$ 1,650.00),  
payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

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

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

Canadian Dollars (CDN\$ 3,300.00) 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: 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 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 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):

DS  
MH

INITIALS OF LANDLORD(S):

NA



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7. **PARKING:** 1 Underground Parking

8. **ADDITIONAL TERMS:** 1 Locker

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 7 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: omar.s@rokslogistics.com Email Address: abdulkareem.tattan@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 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):

DS  
MH

INITIALS OF LANDLORD(S):

DS  
for



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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) .....	(Seal) DATE 6/6/2017
(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) .....	(Landlord or Authorized Representative) .....	(Seal) DATE Jun 6, 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 6 a.m./p.m. this 6 day of June, 2017. (Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage WEST-100 METRO VIEW REALTY LTD.	Tel.No. (905) 238-8336
OMAR KANAAN SHAAH	(Salesperson / Broker Name)
Co-op/Tenant Brokerage CLOUD REALTY	Tel.No. (905) 997-6000
ABDULKAREEM TATTAN	(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.	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) .....	(Tenant) .....
(Landlord) .....	(Tenant) .....
Address for Service .....	Address for Service .....
Tel.No. ....	Tel.No. ....
Landlord's Lawyer .....	Tenant's Lawyer .....
Address .....	Address .....
Email .....	Email .....
Tel.No. .... FAX No. ....	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: DocuSigned by:
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Co-operating Brokerage)



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

**TENANT (Lessee),** Mohamed Heggi....., and

**LANDLORD (Lessor),** Nazih Al Agbar.....

for the lease of #3404 -4011 BRICKSTONE MEWS..... Mississauga.....

L5B 0J7..... dated the 6..... day of June....., 2017.....

The Tenant submits with this offer, the first and last month's rent and will provide on or before occupancy, 22 post dated cheques for the balance of the lease.

The 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 Landlord represents and warrants that the appliances as listed in this Agreement to Lease will be in good working order at the commencement of the lease term. The Tenant agrees to maintain the said appliances in a state of ordinary cleanliness, save for normal wear and tear.

The Tenant agrees to report promptly any required repairs or breakdown of appliances, plumbing electrical etc. and the Landlord shall have the problem rectified as soon as possible.

Landlord shall permit Tenant to sublet during the lease term.

The Tenant agrees to pay for and be responsible for such minor repairs up to and including the first \$75.00 such as light bulbs, tab washers etc., considered as normal wear and tear.

The Tenant agree that during the last sixty days (60) of the term or any extension thereof, the premises may be shown at reasonable times, with twenty-four (24) hours notice by appointment to prospective purchasers or tenants. Further, a "For Rent or For Sale" sign may be displayed on premises.

Landlord shall pay real estate taxes on the premises, (condominium fees and parking, if applicable) and maintain fire insurance on the premises. The tenant acknowledges that the landlord's fire insurance on the premises provides no coverage for the tenant's personal property. The tenant agrees to purchase and maintain fire and liability insurance for personal property to be in force and effects as of the first day of occupancy.

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

**INITIALS OF TENANT(S):**

DS  
MH

**INITIALS OF LANDLORD(S):**

DS  
RA



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# Confirmation of Co-operation and Representation



**BUYER:** Mohamed Heggi

**SELLER:** Nazih Al Agbar

For the transaction on the property known as: #3404 -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 .....represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid  
(does/does not)
- by the Seller in accordance with a Seller Customer Service Agreement
- or: 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  
Half Month's Rent 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)

CLOUD REALTY  
(Name of Co-operating/Buyer Brokerage)  
3180 RIDGEWAY DR #36B MISSISSAUGA  
Tel: (905) 997-6000 Fax: (905) 997-6303  
Authorized by: [Signature] Date: 6/6/2017  
(Authorized to bind the Co-operating/Buyer Brokerage)  
ABDULKAREEM TATTAN  
(Print Name of Broker/Salesperson Representative of the Brokerage)

WEST-100 METRO VIEW REALTY LTD.  
(Name of Listing Brokerage)  
129 FAIRVIEW ROAD WEST MISSISSAUGA  
Tel: (905) 238-8336 Fax: (905) 238-0020  
Authorized by: [Signature] Date: June 6, 17  
(Authorized to bind the Listing Brokerage)  
OMAR KANAAN SHAATH  
(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.

Authorized by: [Signature] Date: 6/6/2017  
(Signature of Buyer) Date: \_\_\_\_\_  
(Signature of Buyer)

[Signature] Date: June 6, 17  
(Signature of Seller) Date: \_\_\_\_\_  
(Signature of Seller)



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Form 320

for use in the Province of Ontario

# Confirmation of Co-operation and Representation



BUYER: Mohamed Heggi

SELLER: Nazih Al Agbar

For the transaction on the property known as: #3404 -4011 BRICKSTONE MFWS 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 include 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.

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

DS  
AT  
CO-OPERATING/BUYER BROKERAGE

OS  
SELLER

OS  
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's Rent  
 (Commission As Indicated in MLS® Information) to be paid from the amount paid by the Seller to the Listing Brokerage.
- 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)****CLOUD REALTY**

(Name of Co-operating/Buyer Brokerage)

3180 RIDGEWAY DR #36B MISSISSAUGA

Tel: (905) 997-6000 Fax: (905) 997-6303

Date: 6/6/2017

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

**ABDULKARIM TATTAN**

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

**WEST-100 METRO VIEW REALTY LTD.**

(Name of Listing Brokerage)

129 FAIRVIEW ROAD WEST MISSISSAUGA

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

(Authorized to bind the Listing Brokerage)

**OMAR KANAAN SHAAH**

(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: 6/6/2017

(Signature of Buyer)

(Signature of Buyer)

Date:

(Signature of Seller)

(Signature of Seller)

Date: June 6, 2017

Date:



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Form 400  
for use in the Province of Ontario

Agreement to Lease  
Residential



This Agreement to Lease dated this 6 day of June, 2017

TENANT (Lessor), Mohamed Heggi (Full legal names of all Tenants)

LANDLORD (Lessor), Nazih Al Agbar (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: #3404 -4011 BRICKSTONE MEWS Mississauga L5B 0J7

2. TERM OF LEASE: The lease shall be for a term of 2 Years commencing June 10, 2017

3. RENT: The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of One Thousand Six Hundred Fifty Canadian Dollars (CDN\$ 1,650.00), payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. DEPOSIT AND PREPAID RENT: The Tenant delivers upon acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement) by negotiable cheque payable to WEST-100 METRO VIEW REALTY LTD., BROKERAGE "Deposit Holder" in the amount of Three Thousand Three Hundred Canadian Dollars (CDN\$ 3,300.00) 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 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 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 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): DS MH

INITIALS OF LANDLORD(S): DS

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7. **PARKING:** 1 Underground Parking8. **ADDITIONAL TERMS:** 1 Locker9. **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 11:59 p.m. on the 7 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 hereof 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: omar.s@rokslogistics.com (For delivery of Documents to Landlord) Email Address: abdulkareem.tattan@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.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.

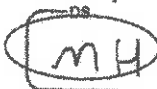
16. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling 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) .....	(Seal) DATE 6/6/2017
(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) .....	(Landlord or Authorized Representative) .....	(Seal) DATE June 6, 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 6:25 a.m./p.m. this 6 day of June, 2017. (Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	WEST-100 METRO VIEW REALTY LTD. Tel.No. (905) 238-8336
	OMAR KANAAN SHAATH (Salesperson / Broker Name)
Co-op/Tenant Brokerage	CLOUD REALTY Tel.No. (905) 997-6000
	ABDULKAREEM TATTAN (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.	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) .....	(Tenant) 8390410849A3468.. DATE 6/6/2017
(Landlord) .....	(Tenant) .....
Address for Service .....	Address for Service .....
Tel.No. ....	Tel.No. ....
Landlord's Lawyer .....	Tenant's Lawyer .....
Address .....	Address .....
Email .....	Email .....
Tel.No. .... FAX No. ....	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)



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

**TENANT (Lessee),** Mohamed Heggi....., and

**LANDLORD (Lessor),** Nazih Al Aghar.....

for the lease of #3404 -4011 BRICKSTONE MEWS..... Mississauga.....

L5B 0J7..... dated the 6..... day of June....., 2017.....

The Tenant submits with this offer, the first and last month's rent and will provide on or before occupancy, 22 post dated cheques for the balance of the lease.

The 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 Landlord represents and warrants that the appliances as listed in this Agreement to Lease will be in good working order at the commencement of the lease term. The Tenant agrees to maintain the said appliances in a state of ordinary cleanliness, save for normal wear and tear.

The Tenant agrees to report promptly any required repairs or breakdown of appliances, plumbing electrical etc. and the Landlord shall have the problem rectified as soon as possible.

Landlord shall permit Tenant to sublet during the lease term.

The Tenant agrees to pay for and be responsible for such minor repairs up to and including the first \$75.00 such as light bulbs, tab washers etc., considered as normal wear and tear.

The Tenant agree that during the last sixty days (60) of the term or any extension thereof, the premises may be shown at reasonable times, with twenty-four (24) hours notice by appointment to prospective purchasers or tenants. Further, a "For Rent or For Sale" sign may be displayed on premises.

Landlord shall pay real estate taxes on the premises, (condominium fees and parking, if applicable) and maintain fire insurance on the premises. The tenant acknowledges that the landlord's fire insurance on the premises provides no coverage for the tenant's personal property. The tenant agrees to purchase and maintain fire and liability insurance for personal property to be in force and effects as of the first day of occupancy.

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

INITIALS OF TENANT(S):

OS  
MH

INITIALS OF LANDLORD(S):

OS

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Driver's Licence  
Permis de conduire

ON  
CANADA



13 NAME / NOM

HEGGIL

MOHAMED ALI

9 2705-3880 DUKE OF YORK BLVD

MISSISSAUGA, ON, L5B 4M7

14 NUMBER /

NOMER

48 ISSU DEL

5 DO REF

18 SEX / SEXE

9 CLASS /

CATÉG

12 REST /

COND

H2221 - 56018 - 40808

2015/03/10

DC7827443

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G

X

40 EXP / EXP 2019/03

16 HGT / HAUT 168 cm

14 OCT 13 2015/05

1384/08/08

# **WEST-100 METRO VIEW REALTY**

129 Fairview Rd. W. Mississauga, Ontario L5B1K7

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

## **DEPOSIT RECEIPT**

**DATE:** June 9, 2017

**RECEIVED FROM:** Abdulkareem Tattan @ Cloud Realty

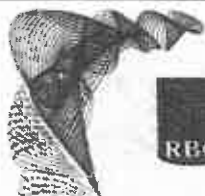
**PAYMENT METHOD:** Draft

**DEPOSIT AMOUNT:** \$3,300.00

**PROPERTY:** #3404-4011 Brickstone Mews, Mississauga

Thank-you, -

West-100 Metro View Realty Ltd.



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

58688562 6-516

DATE 20170609  
Y/M/D

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE WEST-100 METRO VIEW REALTY LTD.

\$3,300.00

EXACTLY \$3,300.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$500.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR LES MONTANTS EXCÉDANT \$500.00 CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET 3404-4011 BRICKSTONE MEWS

PURCHASER NAME

NOM DE L'ACHÉTEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHÉTEUR

COUNTERSIGNED / CONTRESIGNÉ

⑈ 58688562⑈ ⑈ 02615⑈003⑈ 099⑈013⑈5⑈



Tuesday, June 6, 2017

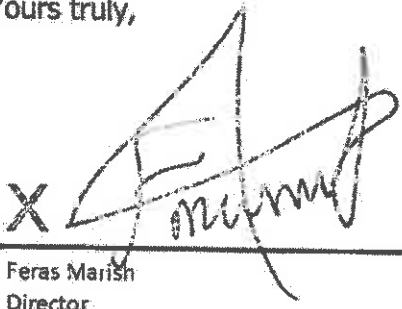
Re: Employment Verification Letter for Mr. Mohamed Ali Heggi

To whom it may concern:

This letter is to present Mr. Mohamed Ali Heggi, the Sales Manager at RSA AUTO SALES. Mr. Heggi has been employed with us since June - 2016. Mr. Heggi works with us with an annual salary and commission of approximately \$95,000.

For more information please do not hesitate to contact me at 905-581-5582.

Yours truly,

  
\_\_\_\_\_  
Feras Marish  
Director

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

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

Name: **Mohammad A. Ali**

Confirmation Number: **3516232760**

Credit Score Summary

702

Good

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 good. Based on this score, you should be able to qualify for credit with average interest rates and offers.

EPX

Range	300 - 559	560 - 659	660 - 724	725 - 759	760 +
	Poor	Fair	Good	Very Good	Excellent
Canada Population	4%	10%	15%	14%	57%

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.

- Collections Balance.
- Number of trades.
- Age of oldest trade.

Your Loan Risk Rating

702

Good

Your credit score of 702 is better than 23% of Canadian consumers.

The Equifax Credit Score™ ranges from 300-900. Higher scores are viewed more favorably.

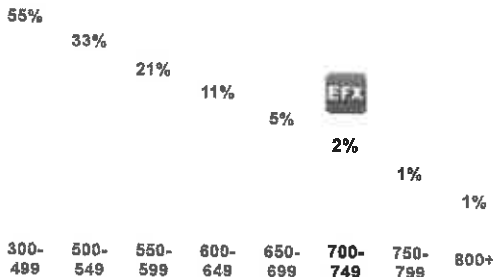
The Bottom Line :

Lenders consider many factors in addition to your score when making credit decisions. However, most lenders would consider you to be a moderate risk. You may not qualify for credit with all lenders. When you do qualify for credit, you may pay higher interest rates and be subject to more restrictive loan terms than those with higher scores. If you're in the market for credit, this is what you might expect:

- You may not qualify for high credit limits on your credit card.
- You are likely to pay higher interest rates on all types of loans than those with higher scores.
- The loan terms you receive may be somewhat restrictive.

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: MOHAMMAD A ALI  
SIN: 524XXX816  
Date of Birth: 1984-08-XX

Other Names:

Also Known as: MOHAMED ALI XX

Current Address

Address: 3880 DUKE OF YORK BLVD  
MISSISSAUGA, ON  
Date Reported: 2015-03 2011-04 2007-05

Previous Address

Address: 1850 RATHBURN RD E #205  
MISSISSAUGA, ON  
Date Reported: 2015-03 2011-04 2007-05

Current Employment

Employer: AIR CANADA  
Occupation:

Previous Employment

Employer: CANADIAN BONDED CREDITS  
LIMIT  
Occupation:  
Employer: BUDGET  
Occupation:

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.

TD CREDIT CARDS

Phone Number:	(800)983-8472	High Credit/Credit Limit:	\$8,100.00
Account Number:	XXX...899	Payment Amount:	\$33.00
Association to Account:	Individual	Balance:	\$1,335.00
Type of Account:	Revolving	Past Due:	\$0.00
Date Opened:	2015-08	Date of Last Activity:	2017-05
Status:	Paid as agreed and up to date	Date Reported:	2017-05
Months Reviewed:	22		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Monthly payments Amount in h/c column is credit limit		

BELL MOBILITY

Phone Number:	(800)361-2613	High Credit/Credit Limit:	\$328.00
Account Number:	XXX...529	Payment Amount:	Not Available
Association to Account:	Individual	Balance:	\$152.00
Type of Account:	Open	Past Due:	\$0.00
Date Opened:	2015-10	Date of Last Activity:	2017-05
Status:	Paid as agreed and up to date	Date Reported:	2017-05
Months Reviewed:	20		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Monthly payments		

FIDO

Phone Number:	(888)288-2106	High Credit/Credit Limit:	
Account Number:	XXX...900	Payment Amount:	Not Available
Association to Account:	Individual	Balance:	\$0.00
Type of Account:	Open	Past Due:	\$0.00
Date Opened:	2015-02	Date of Last Activity:	2015-09
Status:	Paid as agreed and up to date	Date Reported:	2015-10
Months Reviewed:	07		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Closed at consumer request Account paid		

TD CREDIT CARDS

Phone Number:	(800)983-8472	High Credit/Credit Limit:	\$500.00
Account Number:	XXX...486	Payment Amount:	Not Available
Association to Account:	Individual	Balance:	\$0.00
Type of Account:	Revolving	Past Due:	\$0.00
Date Opened:	2011-03	Date of Last Activity:	2014-05
Status:	Paid as agreed and up to date	Date Reported:	2015-04
Months Reviewed:	48		
Payment History:	01 payments 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:	One payment past due ( 2014-01 )		
Comments:	Monthly payments Amount in h/c column is credit limit		

FIDO

Phone Number:	(888)288-2106	High Credit/Credit Limit:	
Account Number:	XXX...936	Payment Amount:	Not Available
Association to Account:	Individual	Balance:	\$0.00
Type of Account:	Open	Past Due:	Not Available
Date Opened:	2005-05	Date of Last Activity:	2012-01
Status:	Bad debt, collection account or unable to locate	Date Reported:	2016-03
Months Reviewed:			
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:	Three or more payments past due ( 2012-05 ) Two payments past due ( 2012-04 ) One payment past due ( 2012-03 )		
Comments:	Closed by credit grantor Account paid		

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.

FIDO

Date Assigned:	2012-12	Account Number:	1123490394
Collection Agency:	GATESTONE CO INC.	Reason:	
Amount:	\$376.00	BalanceAmount:	\$388.00
Date of Last Payment:	2012-04	Date Paid:	
Date Verified:			
Comments:			

Credit Inquiries to the File

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

2015-10-02                      BELL MOBILITY (800)509-9904

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.

2017-06-06                      AUTH ECONSUMER REQUE (Phone Number Not Available)  
2017-06-06                      EQUIFAX PERSONAL SOL (800)871-3250  
2017-04-06                      CBV COLLECTION SERV (604)687-4559  
2017-03-09                      TDCT (866)222-3456  
2016-07-04                      AUTH FIRST ADVANTAGE (416)961-1611

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

. 6/6/2017,

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

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.

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

February 1<sup>st</sup>, 2016

Nazikh Al Agbar  
621 Hassall Rd  
Mississauga, ON  
L5A 2E4

Dear Valued Customer:

**Re: Mortgage Approval Confirmation**

This will confirm that you qualify for a residential mortgage loan with The Toronto-Dominion Bank ("TD Canada Trust"), secured by the property at Suite 3404 - 4011 Brickstone Mews, Mississauga, Ontario, PSV – Tower One (the "Property"), with the following terms and on the following conditions, including the Standard Conditions included at the bottom of the letter, following the signature line:

Applicant(s):	Nazikh Al Agbar
Principal Amount:	\$297,900.00
Fixed Annual Interest Rate:	4.64% per annum, calculated semi-annually not in advance
Interest Rate Expiry Date:	May 1 <sup>st</sup> , 2017
This means the Interest Rate for the Term selected will expire on this date.	
Prepayment Option:	Closed to prepayment privileges, subject to terms of mortgage
Term:	5 years
Amortization:	30 years
Anticipated Closing Date:	April 13 <sup>th</sup> , 2017

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

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

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

Signed by:

Per:

The Toronto-Dominion Bank

**Standard Conditions**

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