

Worksheet

Leasing

Suite: 2007 Tower: PSV Date: Apr. 5/17 Completed by: Silvana

Please mark if completed:

- ✓ ● Copy of 'Lease Prior to Closing' Amendment
- ✓ ● Copy of Lease Agreement
- ✓ ● Certified Deposit Cheque for Top up Deposit to ²⁰25% 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. \$500 + HST
- ✓ ● Agreement must be in good standing. Funds in Trust: \$ 57,766.30
- ✓ ● Copy of Tenant's ID
- ✓ ● Copy of Tenant's First and Last Month Rent
- ✓ ● Copy of Tenant's employment letter or paystub
- ✓ ● Copy of Credit Check
- ✓ ● Copy of the Purchasers Mortgage approval
- ✓ ● The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes: (905) 875-6759 (Terri)

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

DAVID ARTHUR BALL and THERESA LOUISE BALL (the "Purchaser")

Suite 2007 Tower ONE Unit 7 Level 19 (the "Unit")

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

Insert:

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

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of Five Hundred Dollars (\$500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

ALL other terms and conditions set out in the Agreement shall remain the same and time shall continue to be of the essence

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 4th day of April 2012.

Witness:

Purchaser: David Arthur Ball

Witness:

Purchaser: Theresa Louise Ball

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 5th day of April 2012.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

Lease Agreement (Condominium Apartment)

THIS LEASE made as of 2nd day of April 2017 between Manjyot Kaur Kainth and Kirstin Faith Shilling (referred to together as the "Tenant") and Theresa Ball and David Ball (referred to together as the "Landlord").

WHEREAS the Landlord will be the registered owner of the residential condominium unit known as Unit 2007, 4011 Brickstone Mews, Mississauga, Ontario and parking unit 132, Level P3, and storage unit 27, Level P3 (collectively the "Property") and has the right to lease the unit pursuant to the Tenant's occupancy agreement with the builder of the Property:

AND WHEREAS the Tenant wishes to lease the Property from the Landlord;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby leases unto the Tenant the Property for use and occupation as a residence including the chattels and appliances now on the Property, upon the following terms and conditions:

1. **Term.** The Tenant shall have and shall hold the Property for and during the term of one year to be computed from April 15, 2017, and ending on April 14, 2018.
2. **Rent.** The Tenant shall pay to the Landlord in advance during the term herein granted, rent in the monthly amount of \$2,000.00 to be payable on the 15th day of each and every month during the term hereof, the first of such payments to become due and payable on the 15th day of April.
3. **Pre-paid Rent.** The Tenant agrees to deposit with the Landlord the sum of \$2,000.00 as pre-paid rent, to be applied towards the last month's rent of the term. The Landlord agrees to pay to the Tenant interest annually at the prescribed rate of interest pursuant to applicable law.
4. **Condition of the Unit.** The Tenant hereby agrees to accept the Property in an "as is" condition.
5. **Chattels and Personal Property Within the Unit.** All chattels and personal property belonging to the Tenant and located or stored in or on the Property (including the locker storage space) shall be kept and stored at the Tenant's risk. The Landlord shall not be liable, except in the case of the Landlord's direct negligence or willful misconduct, for any injury, damage or loss resulting from any accident or occurrence in or upon the unit and/or the common elements sustained by the Tenant or any person claiming through the Tenant.

The Tenant covenants with the Landlord to keep the appliances and fixtures belonging to the Landlord on the Property at the commencement date hereof in good and clean condition, reasonable wear and tear, damage by fire or other casualty, excepted. The Landlord has provided a washer, dryer, refrigerator, stove and dishwasher.

6. **Compliance by Tenant.** The Tenant's right to use and occupy the Property (including the common elements) shall be subject and subordinate in all respects to provisions of the by-laws, rules and regulations of the Declaration Establishing a Plan for Condominium (collectively the "Declaration") replacements and extensions to which the Declaration or the Property are presently or may in the future be subject.
7. **Repair and Maintenance of the Unit.** The Landlord shall maintain the unit in a good state of repair, fit for habitation during the term of the lease, and comply with health and safety standards in force at the date of commencement of the lease. The Tenant shall keep the unit, during the term of the lease and any renewal thereof, in neat, clean and sanitary condition and dispose of all rubbish, garbage and other organic or flammable waste, in a clean, safe and sanitary manner. The Tenant shall use and operate all electrical, plumbing and heating fixtures and appliances in accordance with the operating instructions in a safe manner. The Tenant shall not permit any person to destroy, deface, damage, impair or remove any part of the Property including any additions or improvements to the Property and all facilities and appurtenances thereto, and the Tenant shall not himself do any such thing. The Tenant shall at his own expense, furnish and replace all light bulbs, fuses and faucet washers as needed. The Tenant shall promptly report any defect, damage or breakage in the structure, equipment or fixtures to the Landlord and, in the absence of the Landlord, to the Association and the Board of Managers.
8. **Alterations.** The Tenant will not remodel or make any structural changes, alterations, additions or decorations to the Property; will not paper, paint or decorate; nor install, attach, remove or exchange appliances or equipment, nor change the existing locks of the Property, without the prior consent of the Landlord.
9. **Use.** The Property shall be used as a residential dwelling to be occupied by the Tenant and for no other purpose. The Tenant acknowledges and agrees with the Landlord that, in accordance with the Declaration, neither he nor any member of his household shall keep, shelter or permit entry into the Property of any animal, livestock or fowl except for a single household pet.
10. **Locker Storage Space.** The Tenant shall have the right under this Agreement to enjoy the exclusive use of a Locker Space 27, Level P3.
11. **Parking.** The Tenant shall have the right under this Agreement to enjoy the exclusive use of Parking Space 132, Level P3.

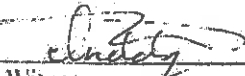
12. **Assignment Or Subletting.** The Tenant agrees not to assign this Agreement or sublet the Property or any portion thereof, or transfer possession or occupancy thereof to any other person or persons whomsoever without the prior written consent of the Landlord.
13. **Insurance.** The Tenant will do nothing and permit nothing to be done within the Property and the common elements which will contravene any fire or other insurance policy covering the same. The Landlord agrees to maintain, in addition to the building insurance maintained by the condominium corporation, as the case may be, separate and additional insurance coverage on any appliances, upgrades and improvements and household effects, during the term of this Agreement. The Tenant is responsible for insuring his own contents.
14. **Tenant's Default. Upon:**
- (a) continuing violation by the Tenant of any of his covenants herein;
 - (b) failure of the Tenant to pay the rent when due and payable; or
 - (c) should the Tenant continue to occupy the unit in contravention of the Declaration, by-laws or rules of the Association and the Board of Managers;
 - (d) then and in any such events, as the option of the Landlord, this Agreement shall forthwith cease and determine and the Landlord may thereupon proceed to recover possession of the unit in accordance with the provisions of the law regulating proceedings in cases between landlords and tenants, and when such possession is obtained, the Landlord may, at his option, re-lease the Property at the risk and cost of the defaulting Tenant, whose default in no instance shall release him of the liability for the difference between the rent herein reserved and the rent actually received by the Landlord during the term of this Agreement remaining after such default occurs. The Tenant further agrees with the Landlord that, in case the Property shall be abandoned or vacated, the Landlord, in addition to all other rights hereby reserved in this Agreement and at law, shall have the right to enter and re-let the Property as agent of the Tenant, and to receive and apply the rent therefor. Provided that, if the rent hereunder is overdue and Property is vacant, it shall be presumed that the Tenant has vacated or abandoned the Property and the Landlord shall be entitled to take immediate possession thereof.
15. **Landlord's Covenants.** The Landlord covenants with the Tenant for quiet enjoyment of the Property and agrees to pay all taxes and assessments whatsoever whether municipal, parliamentary or otherwise, and including common expenses which during the said term may be charged upon the Property or upon the Landlord in respect thereof. It is understood and agreed that the Tenant shall directly pay for all telephone charges and any additional cable television outlets

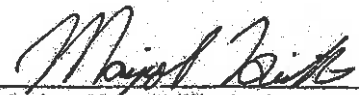
for cable television services not expressly provided for by the Association and the Board of Managers in the Declaration.


16. **Surrender of the Unit.** The Tenant will, upon termination of this Agreement (including any extension or renewal thereof) surrender the Property and all fixtures and appliances hereinbefore described in good, clean and operating condition, and in the same condition as when received, reasonable wear and tear excepted. The Tenant shall at the time of vacating the Property, clean the Property, including without limitation the stove, refrigerator and dishwasher, and remove all trash from the Property. Upon vacating the Property, the Tenant shall deliver all keys to the Property, to the entrance to the building, all mail keys and parking cards to the Landlord within twenty-four (24) hours after vacating.
17. **Overholding Tenant.** If the Tenant shall remain in possession of the Property at the expiration of the lease term, he shall be deemed to be a monthly tenant of the Landlord, and either party shall give to the other the minimum notice required of such party's intention to terminate this Tenancy during any extension, renewal or holdover period in accordance with the applicable law.
18. **Right to show unit.** Following the Tenant's notice of an intention to surrender the Property, the Landlord shall have reasonable rights on reasonable notice of not less than 24 hours to show the Property to prospective new tenants.
19. **Substantial Damage.** If the Property shall be damaged or destroyed by reason of fire or other casualty not resulting from the negligence of the Tenant or the Tenant's family, guest, visitors, licensees, employees or agents, and as a result thereof shall be uninhabitable, the rent provided herein shall be suspended until the Property shall have been restored to a habitable condition; provided, however, in the event the Landlord or the Association and the Board of Managers does not or cannot repair the Property within sixty (60) days, in the case of the Landlord, from the date of occurrence of substantial damage to the unit or in the case of the Association and the Board of Managers, within sixty (60) days after the Board has made a determination that there has been substantial damage to the building, this Tenancy shall thereupon terminate and neither party shall have any further liability to the other. If, however, such damage or destruction does not render the Property uninhabitable and there has not been substantial damage to the building, the Landlord shall promptly undertake to repair the Property within sixty (60) days, in which event, this Tenancy shall remain in effect without any abatement of rent. In any event, the Landlord shall not be liable to the Tenant for failure to repair the Property caused by actions not within the Landlord's control, such as the actions of the Association and the Board of Managers.
20. **Waiver.** No waiver by the Landlord of one breach of any covenant or agreement herein contained shall be construed to be a waiver of the covenant or agreement itself, or the subsequent breach thereof. Acceptance of the rental or acquiescence in default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

21. **Notice.** Any notice provided for or permitted by this Agreement to be given by one party to the other may be given sufficiently and for all purposes in writing, mailed by ordinary prepaid post, addressed to the party to be notified at such party's address as set forth herein, or the last address designated by such party in writing to the other, or delivered personally to the Landlord or Tenant, as the case may be, and shall be deemed to conclusively to have been given on the date of such mailing or personal delivery.
- (a) **Landlord's Address:** 500 Dorland Road, Oakville, Ontario L6J 6B1
- (b) **Tenant's Address:** Unit 2007, 4011 Brickstone Mews, Mississauga, Ontario L5B 0J8.
22. **Miscellaneous.** The conditions and agreements contained herein to be performed by the respective parties are binding upon, and may be legally enforced by, the parties, their heirs, executors, administrators successors and assigns, respectively. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement embodies the entire agreement and understanding between the parties, supersedes all prior negotiations, agreements and understandings, and neither the Landlord or the Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representatives, oral or written, not herein contained. Any provision of this Agreement may be modified, waived or discharged only by instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.
23. **The Tenant** is responsible for arranging and paying for hydro for the unit.
24. **The Tenant** shall be entitled to extend the lease for a 15 day period (i.e. from the 15th to the end of the calendar month) and shall pay \$1,000.00 for this period.
25. **This lease agreement** is conditional on obtaining the consent of the builder (i.e. current owner of the Property) to this lease agreement.
26. **The obligations of the each of Manjyot Kaur Kainth and Kirstin Faith Shilling under this lease agreement** are joint and several. This means, among other things, that the Landlord is entitled to enforce all obligations of the Tenant from either person.
27. **Receipt of Tenancy Agreement.** The Tenant hereby acknowledges receiving a copy of the herein agreement on the date above written as well as a copy of the rules of the condominium.

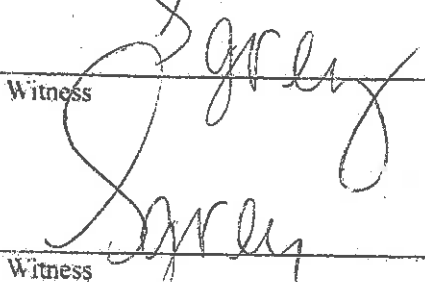
IN WITNESS WHEREOF the parties hereto have caused these presents to be duly
executed on the date first written above.

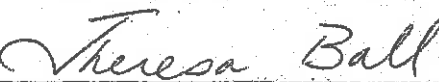

Witness

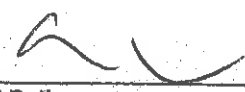

Manjyot Kaur-Shilling Kanth MR.


Witness


Kirstin Faith Shilling


Witness


Theresa Ball


David Ball



1791 LAKESHORE ROAD W
MISSISSAUGA ON L5J 1J6

CANADIAN DOLLAR DRAFT

365022

DATE 2017 04 05
Y Y Y Y M D D

PAY TO ORDER OF AMACON CITY CENTRE SEVEN NEW DEVELOPMENT
PARTNERSHIP

\$ 500.00

SUM OF EXACTLY 500 DOLLARS ***** 00/100

CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA
PSV 2007 Leasing fee

AUTH NO. Y0069	THE BANK OF NOVA SCOTIA
AUTH NO. P080	AUTHORIZED OFFICER
	AUTHORIZED OFFICER

⑈365022⑈ ⑆38562⑈002⑆ 00000⑈43 61952⑈



EGLINTON AND MAVIS
MISSISSAUGA ON L5R 3V2

CANADIAN DOLLAR DRAFT

072690

DATE 2017 04 05
Y Y Y Y M D D

PAY TO ORDER OF AMACON CITY CENTRE SEVEN NEW DEVELOPMENT
PARTNERSHIP

\$ 65.00

SUM OF EXACTLY 65 DOLLARS ***** 00/100

CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA
PSV 207 Leasing fee (HST)

AUTH NO. H1573	THE BANK OF NOVA SCOTIA
AUTH NO. 7098	AUTHORIZED OFFICER
	AUTHORIZED OFFICER

⑈072690⑈ ⑆38562⑈002⑆ 00000⑈43 54742⑈



Ontario

Driver's Licence
Permis de conduire

ON
CANADA

1,2 NAME/NOM

SHILLING,

KIRSTIN, FAITH

8 6210 ST GERMAIN DR

RAMA, ON, L3V 6H6

4d NUMBER/
NUMÉRO

S3462 - 43539 - 65622

4a ISS/DEL

2016/09/27

4b EXP/EXP.

2017/06/29

5 DD/RÉF.

DP3873601

16 HGT/HAUT. 163 cm

15 SEX/SEXE

F

9 CLASS/
CATÉG.

G

12 REST/
COND.

Kirstin Shilling

3 DOB/DEB 1996/06/22



ServiceOntario.ca

12 RESTRICTIONS/ CONDITIONS

9 CLASS/ CATÉGORIE

Automobile/combin. (max. 11,000 kg).

towed vehicle (max. 4600 kg)

Automobiles ensembles de véhicules

(11000 kg max.), véhicule remorqué

ne dépassant pas 4600 kg

DP3873601



1176479





Driver's Licence
Permis de conduire

ON
CANADA

1,2 NAME/ NOM

KAINTH,
MANJYOT,KAUR
5 MARSHALL DR
GUELPH, ON, N1E 0M9

4d NUMBER/
NUMERO

K0191 - 51659 - 55226

4a ISS/DEL

2016/12/29

4b EXP/EXP 2019/02/26

5 DD/REF

DR4837286

16 HGT/HAUT 163 cm

15 SEX/SEXE

F

9 CLASS/
CATEG

G

12 REST/
COND

X

K0191-51659-55226
1995/02/26

Manjot Kaur

3 DOB/ODN 1995/02/26

ServiceOntario

DR4837286

12 RESTRICTIONS/CONDITIONS

Corr Lenses/Verres corr.

CLASSE/CATÉGORIE

Automobile/combin. (max. 11,000 kg),

travail véhicule (max. 4600 kg)

Automobiles/ensembles de véhicules

(11000 kg max.), véhicule remorqué

ne dépassant pas 4600 kg


2156136



PSV 2007 first + last month rent

07969

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 **Scotiabank**
WESTDALE VILLAGE 999 KING ST W
HAMILTON ON L8S 1K9

CANADIAN DOLLAR DRAFT



869102

DATE 20 Y 17 Y 04 M 01 D

PAY TO ORDER OF THERESA BALL \$ 4,000.00

SUM OF EXACTLY 4,000 DOLLARS ***** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO.	THE BANK OF NOVA SCOTIA
60714	
AUTH NO.	AUTHORIZED OFFICER
81203	

⑈869102⑈ ⑆38562⑈002⑆ 00000⑈43 95216⑈



March 9, 2017

Private and Confidential

Kirstin Shilling
6210 St. Germain Drive,
Rama First Nation, Ontario

Dear Kirstin,

On behalf of Element Fleet Management ("Company") we are pleased to offer you a 12 Month fixed-term employment contract in the position of **Intern**, commencing on May 1, 2017 and ending on April 30, 2018, unless terminated earlier as set out below. In this position, you will be reporting to the Ken Richardson, VP, Finance or designate. Your ongoing employment is contingent on satisfactory performance levels being achieved and maintained.

COMPENSATION

You will be paid an hourly rate of \$20.67 per hour, less statutory deductions. You will need to complete timesheets on a semi-monthly basis, indicating your daily hours worked. Timesheets must be submitted at the end of each semi-monthly pay period to Ken Richardson, VP, Finance or designate as required. The payroll is distributed semi-monthly by direct deposit to your account in any chartered Canadian bank.

HOURS OF WORK

Your regular work schedule will be based on 37.5 hours per week, which shall be scheduled by your manager based on business needs.

VACATION

You shall be entitled to four percent (4%) vacation pay, less statutory deductions. Any time not worked will not be compensated. Absenteeism should be reported to your Manager prior to your scheduled start time.

CONDITIONAL OFFER OF EMPLOYMENT

This Offer is conditional upon the receipt of:

1. A **police record check** which confirms that you have not been convicted of any criminal offences for which a pardon has not been granted or any criminal charges or convictions which may exclude you from a position of trust, depending on the circumstances.

The Company may in its sole discretion determine whether your employment or continued employment is appropriate in view of the result of this check. You confirm by your signature below that you are authorizing and directing the release of this information to the Company and/or its designated agents in accordance with all statutory requirements. You further agree to execute any authorization/consent form to permit the release of such information.

Kirstin Shilling

A handwritten signature in black ink, appearing to read "K. Shilling", positioned above a small rectangular stamp that contains the word "initial" in a sans-serif font.

initial

TERMS AND CONDITIONS

As an employee of the Company, you will be subject to all Company policies and procedures, including any revisions and/or amendments to Company policy as required. Please refer to the Company's Policy and Practices Manual/Employee Handbook for your review and acknowledgment.

The Company reserves the right to make appropriate changes to your job duties as necessary to respond to current business needs.

The Company may terminate this contract at any time for any reason during the term of this contract and you shall not be entitled to be paid to the end date of this contract if the Company terminates your employment before the contract end date.

GENERAL

Full-Time and Attention: As you will be employed on a full-time basis, it is expected that you will perform your duties and services to the Company in a faithful and diligent manner, to the best of your ability, and devote yourself exclusively to the Company at all times in compliance with the policies, directions and instructions given to you by the Company. You may not be employed or engaged in any capacity in any other employment or business during the term of your employment without prior permission from the company. Use of Company time or resources for other matters or conflicts of interest is prohibited and grounds for immediate dismissal.

Confidentiality, Non-Solicitation and Non-Competition: You, the employee, acknowledges and agrees to the terms and conditions reflected in Appendix A.

Resignation: In the event that you decide to resign from your employment, we ask that you provide us with two (2) weeks' notice of resignation.

Prior Obligation: You acknowledge that there exists no written agreement or contract which restricts you from being employed by the Company or from performing the duties assigned to you pursuant to this Agreement.

Entire Agreement: This agreement constitutes the entire employment between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understanding, negotiations and discussions, whether oral or written.

If the foregoing terms of employment are acceptable to you, please indicate your acceptance by signing a copy of this letter and return it to the Human Resources Department on or before March 13, 2017. If you have any questions or require clarification of any of the matters in this letter, please contact Jason Ramgoolam, Director HR, at Element directly at 903-366-1358 or by email jramgoolam@elementcorp.com.

Yours very truly,
Element Fleet Management

Ken Richardson
VP, Finance

Encl.

Jason Ramgoolam
Director Human Resources

Kirstin Shilling

initial

I have read and understood the contents of this letter and have been provided with the opportunity to seek clarification of the terms contained herein, and hereby accept employment with Element Fleet Management based on the terms and conditions of this agreement.


Kirstin Shilling

March 13/2017
Date

Kirstin Shilling


initial

Appendix A
Confidentiality, Non-Solicitation and Non-Competition

1.1 The Employee acknowledges and agrees that:

- (a) In the course of performing his/her duties and responsibilities, s/he will have access to and will be entrusted with Confidential Information (as defined below), the disclosure of which to competitors of the Corporation or to the general public, or the use of same by the Employee or any competitor thereof, would be highly detrimental to the interests of the Corporation,
- (b) The Employee shall not, either during the term of this Agreement and following the termination of the Agreement, directly or indirectly, disclose to any person or in any way make use of (other than for the benefit of the Corporation), in any manner, any Confidential Information, provided that such Confidential Information shall be deemed not to include information that is or becomes generally available to the public other than as a result of disclosure by the Employee.

1.2 Confidential Information means information, whether or not originated by the Employee, that relates to the business or affairs of the Corporation, their clients or suppliers and is confidential or proprietary to the Corporation, their affiliates or their clients or suppliers. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

- (a) work product resulting from or related to work or projects performed or to be performed by the Company,
- (b) information relating to any discoveries, know how, inventions, designs, works of authorship, ideas, contributions, developments, processes, compositions, techniques or any improvements thereof and legally recognized proprietary rights prior to any public disclosure thereof, including but not limited to information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- (c) internal Company personnel and financial information, vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals;
- (d) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company which have been or are being discussed, customer names and customer information;
- (e) contracts and their contents, client services, data provided by clients and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Company, and
- (f) all confidential information of the Company which becomes known to the Employee as a result of employment with the Company, which the Employee, acting reasonably, believes is confidential information of the Company or which the Company takes measures to protect, provided that the Employee is aware or ought to be aware of such measures.

1.3 Confidential Information does not include:

- (a) the general skills, general knowledge and experience gained during the Employee's employment;
- (b) information publicly known without breach of this Agreement; or

Kirstin Shilling

KS
initial

- (c) information, the public disclosure of which is required to be made by any law, regulation, government authority or court (to the extent of the requirement), provided that before disclosure is made, notice of the requirement is provided to the Corporation where it is within the Employee's control to provide such notice, and to the extent possible in the circumstances, the Corporation is afforded an opportunity to dispute the requirement.

1.4 The Employee shall not, either during the term of this Agreement and for a period of twelve (12) months after the date of termination, for any reason and with or without just cause, either individually or in conjunction with any person, company or other legal entity, in any manner whatsoever, solicit, directly or indirectly, for his own account for competitive purposes as defined below or for or on behalf of anyone competing or endeavouring to compete with the Corporation, any customer or client of the Corporation or who was a customer or client of the Corporation or that was pursued as a prospective client by the employee on behalf of the Corporation. The Employee further agrees that he shall not, during the same time, directly or indirectly solicit or induce any person employed by the Corporation to leave such employment. The Employee acknowledges and agrees that the agreements and covenants contained in this Section are essential to protect the Business of the Corporation and:

1.5 The Employee acknowledges and agrees that the agreements and covenants contained in this Section are essential to protect the Business of the Corporation and:

- (a) that if it is determined that the Employee has breached a term of this Section, the Employee shall indemnify the Corporation against all losses, damages, liabilities and expenses (including legal fees and any recruitment fees for any replacement employee or individual working on contract), related to or arising out of or in connection with such breach; and
- (b) notwithstanding the provision of (a) above, a breach by the Employee of the covenants in this Section could result in irreparable loss to the Corporation and consequently, if the Employee breaches any of such provisions, the Corporation shall have, in addition to and not in lieu of, any other rights and remedies available to them under law or in equity (including pursuant to (a) above), the right to obtain injunctive relief to restrain any such breach or threatened breach and to have the provisions of this Section specifically enforced by any court of competent jurisdiction.

I have read, understood and accept the terms and conditions of my employment with Element Fleet Management as set out in the foregoing Agreement.


Kirstin Shilling

March 13/2017
Date

Kirstin Shilling


initial

Equifax Credit

Alerts

Search

Reports

My Account

Print this page

Credit Report Summary

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

CREDIT REPORT as of 03/27/2017

[More Options](#)

Your Open Accounts

[Hide Details](#)

Mortgage	Installment	Revolving	Other
# of Open Accounts 0	# of Open Accounts 1	# of Open Accounts 1	# of Open Accounts 0
Balance \$0	Balance \$13086	Balance \$512	Balance \$0
Total Credit Limit \$0	Total Credit Limit \$20263	Total Credit Limit \$1000	Total Credit Limit \$0
Utilization n/a	Utilization 65%	Utilization 51%	Utilization n/a

Inquiries (Requests for your Credit Report)

[Hide Details](#)

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it.

Credit Inquires

0
In the last 2 years

Most Recent Inquiry

n/a

Potentially Negative Information

[Hide Details](#)

Late payments, collections and public records can have a negative impact on your credit standing.

Public Records

0

Collections

0

Account Age

[Hide Details](#)

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average age and may have a negative impact.

Length of Credit History

2 Year(s)

Average Account Age

2 Year(s), 1 Month(s)

Oldest Account

Newest Account

Your Product



Equifax Credit Report

[View product details +](#)

100% of product features are enabled

Your Features

Limited Reports

Click on the icons above to learn more about your features.

Need Assistance? 1-800-871-3250



Your Upgrade Options

Equifax Complete™ Advantage Plan

Product Features

Alerts

Monitoring

Unlimited Reports

Click on the icons above to learn more about these individual features.

Click here to [upgrade](#)

1 / 3



Message Center

How can I [correct an inaccuracy](#) in my Equifax credit report?

Date Opened 06/2014
SCOTIABANK VISA

Date Opened 06/2014
FARM CREDIT UNION

[View Report Details](#) [Update Report](#) [Print Credit Report](#)

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March 21, 2017

Private and Confidential

Mariyot Kainth
86 Holmes Avenue
Hamilton, Ontario
L8S 2K9

Dear Mariyot,

On behalf of Element Fleet Management ("Company") we are pleased to offer you a 12 Month fixed-term employment contract in the position of Intern, commencing on May 1, 2017 and ending on April 28, 2018, unless terminated earlier as set out below. In this position, you will be reporting to the Jaya Jugdeo, Manager, FPS or designate. Your ongoing employment is contingent on satisfactory performance levels being achieved and maintained.

COMPENSATION

You will be paid an hourly rate of \$20.67 per hour, less statutory deductions. You will need to complete timesheets on a semi-monthly basis, indicating your daily hours worked. Timesheets must be submitted at the end of each semi-monthly pay period to Jaya Jugdeo, Manager, FPS or her designate as required. The payroll is distributed semi-monthly by direct deposit to your account in any chartered Canadian bank.

HOURS OF WORK

Your regular work schedule will be based on 37.5 hours per week, which shall be scheduled by your manager based on business needs.

VACATION

You shall be entitled to four percent (4%) vacation pay, less statutory deductions. Any time not worked will not be compensated. Absenteeism should be reported to your Manager prior to your scheduled start time.

CONDITIONAL OFFER OF EMPLOYMENT

This Offer is conditional upon the receipt of:

1. A police record check which confirms that you have not been convicted of any criminal offences for which a pardon has not been granted or any criminal charges or convictions which may exclude you from a position of trust, depending on the circumstances.

The Company may in its sole discretion determine whether your employment or continued employment is appropriate in view of the result of this check. You confirm by your signature below that you are authorizing and directing the release of this information to the Company and/or its designated agents in accordance with all statutory requirements. You further agree to execute any authorization/consent form to permit the release of such information.

Mariyot Kainth

A handwritten signature in black ink, appearing to read "Mariyot Kainth".
initial

TERMS AND CONDITIONS

As an employee of the Company, you will be subject to all Company policies and procedures, including any revisions and/or amendments to Company policy as required. Please refer to the Company's Policy and Practices Manual/Employee Handbook for your review and acknowledgment.

The Company reserves the right to make appropriate changes to your job duties as necessary to respond to current business needs.

The Company may terminate this contract at any time for any reason during the term of this contract and you shall not be entitled to be paid to the end date of this contract if the Company terminates your employment before the contract end date.

GENERAL

Full-Time and Attention As you will be employed on a full-time basis, it is expected that you will perform your duties and services to the Company in a faithful and diligent manner, to the best of your ability, and devote yourself exclusively to the Company at all times in compliance with the policies, directions and instructions given to you by the Company. You may not be employed or engaged in any capacity in any other employment or business during the term of your employment without prior permission from the company. Use of Company time or resources for other matters or conflicts of interest is prohibited and grounds for immediate dismissal.

Confidentiality, Non-Solicitation and Non-Competition You, the employee, acknowledges and agrees to the terms and conditions reflected in Appendix A.


Resignation: In the event that you decide to resign from your employment, we ask that you provide us with two (2) weeks' notice of resignation.

Prior Obligation: You acknowledge that there exists no written agreement or contract which restricts you from being employed by the Company or from performing the duties assigned to you pursuant to this Agreement.

Entire Agreement: This agreement constitutes the entire employment between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understanding, negotiations and discussions, whether oral or written.

If the foregoing terms of employment are acceptable to you, please indicate your acceptance by signing a copy of this letter and return it to the Human Resources Department on or before March 24, 2017. If you have any questions or require clarification of any of the matters in this letter, please contact Jason Ramgoolam, Director HR, at Element directly at 905-366-1358 or by email jramgoolam@elementcorp.com.

Yours very truly,
Element Fleet Management



Jaya Jugdeo
Manager, FMS



Jason Ramgoolam
Director Human Resources

Manjyot Kaurth


Initial

End.

I have read and understood the contents of this letter and have been provided with the opportunity to seek clarification of the terms contained herein, and hereby accept employment with Element Fleet Management based on the terms and conditions of this agreement.


Manjot Kaur

March 22/17
Date

Manjot Kaur


initial

Appendix A
Confidentiality, Non-Solicitation and Non-Competition

1.1 The Employee acknowledges and agrees that:

- (a) In the course of performing his/her duties and responsibilities, s/he will have access to and will be entrusted with Confidential Information (as defined below), the disclosure of which to competitors of the Corporation or to the general public, or the use of same by the Employee or any competitor thereof, would be highly detrimental to the interests of the Corporation.
- (b) The Employee shall not, either during the term of this Agreement and following the termination of the Agreement, directly or indirectly, disclose to any person or in any way make use of (other than for the benefit of the Corporation), in any manner, any Confidential Information, provided that such Confidential Information shall be deemed not to include information that is or becomes generally available to the public other than as a result of disclosure by the Employee.

1.2 Confidential Information means information, whether or not originated by the Employee, that relates to the business or affairs of the Corporation, their clients or suppliers and is confidential or proprietary to the Corporation, their affiliates or their clients or suppliers. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

- (a) work product resulting from or related to work or projects performed or to be performed by the Company;
- (b) information relating to any discoveries, know how, inventions, designs, works of authorship, ideas, contributions, developments, processes, compositions, techniques or any improvements thereof and legally recognized proprietary rights prior to any public disclosure thereof, including but not limited to information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- (c) internal Company personnel and financial information, vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals;
- (d) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company which have been or are being discussed, customer names and customer information;
- (e) contracts and their contents, client services, data provided by clients and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Company, and
- (f) all confidential information of the Company which becomes known to the Employee as a result of employment with the Company, which the Employee, acting reasonably, believes is confidential information of the Company or which the Company takes measures to protect, provided that the Employee is aware or ought to be aware of such measures.

1.3 Confidential Information does not include:

- (a) the general skills, general knowledge and experience gained during the Employee's employment
- (b) information publicly known without breach of this Agreement, or
- (c) information, the public disclosure of which is required to be made by any law, regulation, government authority or court (to the extent of the requirement), provided that before disclosure

Manjot Kainth

Initial

is made, notice of the requirement is provided to the Corporation where it is within the Employee's control to provide such notice, and to the extent possible in the circumstances, the Corporation is afforded an opportunity to dispute the requirement.

1.4 The Employee shall not, either during the term of this Agreement and for a period of twelve (12) months after the date of termination, for any reason and with or without just cause: either individually or in conjunction with any person, company or other legal entity, in any manner whatsoever, solicit, directly or indirectly, for his own account for competitive purposes as defined below or for or on behalf of anyone competing or endeavouring to compete with the Corporation, any customer or client of the Corporation or who was a customer or client of the Corporation or that was pursued as a prospective client by the employee on behalf of the Corporation. The Employee further agrees that he shall not, during the same time, directly or indirectly solicit or induce any person employed by the Corporation to leave such employment. The Employee acknowledges and agrees that the agreements and covenants contained in this Section are essential to protect the Business of the Corporation and.

1.5 The Employee acknowledges and agrees that the agreements and covenants contained in this Section are essential to protect the Business of the Corporation and:

- (a) that if it is determined that the Employee has breached a term of this Section, the Employee shall indemnify the Corporation against all losses, damages, liabilities and expenses (including legal fees and any recruitment fees for any replacement employee or individual working on contract), related to or arising out of or in connection with such breach; and
- (b) notwithstanding the provision of (a) above, a breach by the Employee of the covenants in this Section could result in irreparable loss to the Corporation and consequently, if the Employee breaches any of such provisions, the Corporation shall have, in addition to and not in lieu of, any other rights and remedies available to them under law or in equity (including pursuant to (a) above), the right to obtain injunctive relief to restrain any such breach or threatened breach and to have the provisions of this Section specifically enforced by any court of competent jurisdiction.

I have read, understood and accept the terms and conditions of my employment with Element Fleet Management as set out in the foregoing Agreement.


Manjot Kainth

March 22/17
Date

Manjot Kainth


initial



Equifax Credit Report and Score™ as of 03/28/2017

Name: Manjyot Kalnith

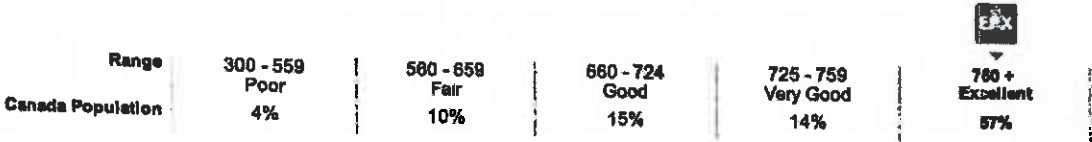
Confirmation Number: 3974248589

Credit Score Summary

Where You Stand

770 | Excellent

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



What's Impacting Your Score

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

- Total number of telco inquiries.
- Number of telco inquiries in the last 12 months.
- Number of inquiries in previous 12 months.

Your Loan Risk Rating

770 | Excellent

Your credit score of 770 is better than 50% of Canadian consumers.
The Equifax Credit Score™ ranges from 300-900. Higher scores are viewed more favorably.

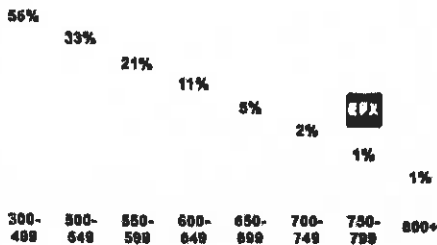
The Bottom Line :

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

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

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

Delinquency Rates*



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

CREDIT REPORT

Personal Information

Personal Data

Name: MANJYOT KAINTH
SIN: 528XXX155
Date of Birth: 1995-02-XX

Current Address

Address: 5 MARSHALL DR
GUELPH, ON
Date Reported: 2017-03 2013-04 2016-11

Previous Address

Address: 176 DEERPATH DR
GUELPH, ON
Date Reported: 2017-03 2013-04 2016-11

Current Employment

Employer: STUDENT
Occupation: STUDENT/CHILD

Special Services

No Special Services Message

Consumer Statement

No Consumer Statement on File

Credit Information

This section contains information on each account that you've opened in the past. It is retained in our database for not more than 6 years from the date of last activity.

An installment loan is a fixed-payment loan in which the monthly payment does not change from month to month. Examples of such loans are a car loan or a student loan. Mortgage information may appear in your credit report, but is not used to calculate your credit score. A revolving loan is a loan in which the balance or amount owed changes from month to month, such as a credit card.

Note: The account numbers have been partially masked for your security.

ROYAL BANK VISA

Phone Number:	Not Available	High Credit/Credit Limit:	\$2,500.00
Account Number:	XXX...031	Payment Amount:	\$22.00
Association to Account:	Individual	Balance:	\$803.00
Type of Account:	Revolving	Past Due:	\$0.00
Date Opened:	2013-05	Date of Last Activity:	2017-03
Status:	Paid as agreed and up to date	Date Reported:	2017-03
Months Reviewed:	47		
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		

FIDO

Phone Number:	(888)288-2106	High Credit/Credit Limit:	
---------------	---------------	---------------------------	--

Account Number:	XXX..928	Payment Amount:	Not Available
Association to Account:	Individual	Balance:	\$0.00
Type of Account:	Open	Past Due:	\$0.00
Date Opened:	2013-04	Date of Last Activity:	2015-09
Status:	Paid as agreed and up to date	Date Reported:	2015-09
Months Reviewed:	29		
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		

ROYAL BK			
Phone Number:	(519)767-3961	High Credit/Credit Limit:	\$282,000.00
Account Number:	XXX..001	Payment Amount:	\$490.00
Association to Account:	Joint	Balance:	\$280,000.00
Type of Account:	Mortgage	Past Due:	\$0.00
Date Opened:	2016-10	Date of Last Activity:	2017-02
Status:	Paid as agreed and up to date	Date Reported:	2017-02
Months Reviewed:	05		
Payment History:	No payment 30 days late No payment 60 days late No payment 90 days late		
Prior Paying History:			
Comments:	Mortgage Bi-weekly payments		

* This item is not displayed to all credit grantors. It does not impact your credit score as returned on this report, however some lenders may use a different score where it is factored in to the scoring algorithm.

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 1-800-885-3908

Public Records and Other Information

Bankruptcy

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

Voluntary Deposit - Orderly Payment Of Debts, Credit Counseling

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

Registered Consumer Proposal

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

Judgments, Seizure Of Movable/Immovable, Garnishment Of Wages

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

Secured Loans

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

No Public Record information on file

Collection Accounts

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

No Collections information on file

Credit Inquiries to the File

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

2016-08-19	BELL CANADA (800)730-7121
2016-07-20	ROYAL BK (519)767-3961
2015-08-31	FREEDOM MOBILE INC. (877)946-3184

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

2017-03-28	AUTH ECONSUMER REQUE (Phone Number Not Available)
2017-03-28	EQUIFAX PERSONAL SOL (800)871-3250
2015-08-31	FREEDOM MOBILE INC. (416)570-0108

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

Complete and submit a Consumer Credit Report Update Form to Equifax.

By mail:

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

By fax: (514) 355-8502

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

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



TD Canada Trust
 MISSISSAUGA SOUTHDOWN
 1052 SOUTHDOWN ROAD
 MISSISSAUGA, ON L5J2Y8
 www.tdcanadatrust.com

December 01, 2016

DAVID A BALL
 THERESA BALL
 500 DORLAND RD
 OAKVILLE, ON L6J 6B1

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 4011 BRICKSTONE MEWES, MISSISSAUGA, ON L5B0E3 (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):	DAVID A BALL THERESA BALL
Principal Amount:	\$243,360.00
Fixed Annual Interest Rate:	2.49% per annum, calculated semi-annually not in advance
Interest Rate Expiry Date:	March 23, 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:	25 years
Anticipated Closing Date:	March 23, 2017

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

This Approval Confirmation is valid until March 23, 2017.

Conditions

- SATISFACTORY CONFIRMATION OF DOWN PAYMENT IS REQUIRED
- COPY FIRM PURCHASE & SALE AGREEMENT. IF MLS, LISTING WITH PHOTO REQUIRED
- SATISFACTORY CONFIRMATION OF ANNUAL INCOME TO BE CONFIRMED FOR BORROWER(S)
- PROPERTY MUST MEET TDCT'S NORMAL LENDING REQUIREMENTS
- RWS with dsc 1.04. Lease Agreement for Birch Ave rental.
- Full Appraisal to conf market rent new purchase @ min \$ 18900/annum.
- Mapl: 2014/2015noa, var <20% conf no tax owing. No grossup
- Japl: 2014/2015noa, var <20% conf no tax owing.
- Both: direct dep via ofl bank stmt to support income.
- BUILDER PROJECT AND VALUE TO BE CONFIRMED AS PER POLICY

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

Signed by:

Per: 
The Toronto-Dominion Bank

Standard Conditions

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