

Worksheet  
Leasing

Suite: 2605 Tower: PSV Date: May 17/17 Completed by: Silvi

Amgad Moawad + Dalia Moawad

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 Bianey McMurtry LLP in Trust N/A provided @ occupancy.
- Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). Draft No. 80781588  
\$1,695.
- ✓ ● Agreement must be in good standing. Funds in Trust: \$ 50,535.
- ✓ ● Copy of Tenant's ID
- ✓ ● Copy of Tenant's First and Last Month Rent
- Notes { ● 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: (647-308-7051)

Tenants paid \$ 11,700 - 6 months up front

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

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

**AMGAD MAMDOUH MOAWAD and DALIA BUSHRA HALIM MOAWAD** (the "Purchaser")

Suite **2605** Tower **ONE** Unit **5** Level **25** (the "Unit")

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

**Insert:**

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

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty-five percent (25%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 19 day of March 2012

Witness:

Purchaser: Amgad Mamdouh Moawad

Witness:

Purchaser: Dalia Bushra Halim Moawad

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 19 day of March 2012

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

PER:

Authorized Signing Officer  
I have the authority to bind the Corporation

Agreement to Lease  
Residential

This Agreement to Lease dated this 15 day of May 2017

TENANT (Lessee), Yundong Xu, Tao Mei  
(Full legal names of all Tenants)

LANDLORD (Lessor), Amgad Moawad And Dalia Moawad  
(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:  
4011 Brickstone Mews 2605 Mississauga Ontario L5B 0J7

2. TERM OF LEASE: The lease shall be for a term of 1 year commencing May 24th, 2017

3. RENT: The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of One Thousand Nine Hundred Fifty Canadian Dollars (CDN\$ 1,950.00) 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 KINGSWAY REAL ESTATE BROKERAGE, BROKERAGE "Deposit Holder" in the amount of Eleven Thousand Seven Hundred Canadian Dollars (CDN\$ 11,700.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the 1st and last five month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement the Deposit Holder shall place the deposit in trust in the Deposit Holder's non interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

5. USE: The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.  
Premises to be used only for: single family use

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

[Signature]

INITIALS OF LANDLORD(S):

[Signature]



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7. **PARKING:** Undergrnd / p3 S1

8. **ADDITIONAL TERMS:**

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to lease and consist of Schedule(s) A B

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant (Landlord/Tenant) until 6pm a.m./p.m. on the 16 day of May 2017 after which time if not accepted this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original

FAX No.: (For delivery of Documents to Landlord)

FAX No.: (For delivery of Documents to Tenant)

Email Address: (For delivery of Documents to Landlord)

Email Address: gzzhui@hotmail.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.lrb.gov.on.ca](http://www.lrb.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]

Amgad Moawad  
Landlord or Authorized Representative  
5/16/2017 11:57:05 PM EDT

DATE May 15 2017

[Witness]

Dalia Moawad  
Landlord or Authorized Representative  
5/16/2017 12:07:54 AM EDT

DATE May 16 2017

[Witness]

[Signature]

DATE

We, 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]

Amgad Moawad  
Landlord or Authorized Representative  
5/16/2017 9:27:25 AM EDT

DATE May 16 2017

[Witness]

Dalia Moawad  
Landlord or Authorized Representative  
5/16/2017 9:27:25 AM EDT

DATE May 16 2017

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

[Witness]

[Spouse]

DATE

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes, additions and deletions typed and written was finally acceptance by all parties on 5:11 am 16 day of May 17 20.

Amgad Moawad  
Signature of Landlord or Tenant  
5/16/2017 5:11:26 AM EDT

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage **KINGSWAY REAL ESTATE BROKERAGE, BROKERAGE** Tel. No.   
**MERRIAN GHOBRIAL**

(Salesperson / Broker Name)

Co-op/Tenant Brokerage **REAL ONE REALTY, BROKERAGE** Tel. No.   
**MICHAEL ZHAI**

(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:

Amgad Moawad  
Landlord  
5/16/2017 9:32 AM EDT

DATE May 16 2017

Address for Service

Tel. No.

Landlord's Lawyer:

Address:

Email:

Tel. No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of lease and I authorize the Brokerage to forward a copy to my lawyer:

Amgad Moawad  
Landlord  
5/16/2017 11:57:47 PM EDT

DATE May 15 2017

Address for Service

Tel. No.

Tenant's Lawyer:

Address:

Email:

Tel. No.

FAX No.

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

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

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

Acknowledged by

MERRIAN GHOBRIAL  
Authorized to Sign and Co-operating Brokerage

Michael Zhai  
Authorized to Sign and Co-operating Brokerage

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**Schedule A**  
**Agreement to Lease - Residential**

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

**TENANT (Lessee),** Yundong Xu, Tao Mei

**LANDLORD (Lessor),** Amgad Moawad And Dalia Moawad

for the lease of 4011 Brickstone Mews 2605

Mississauga Ontario L5B 0J7

dated the 15

day of May

2017

Lessee agrees to provide a bank draft or certified cheque against the first and last five month's deposit within 24 hours upon acceptance of the Offer.

Lessee agrees to abide by all the rules and regulations set by the Condominium Corporation. Lessee agrees not to make any alterations or improvements to the premises without the prior consent of the Lessor. Lessor shall have access to the property at reasonable hours to affect repairs or to inspect the premises with 24 hours notice and at a time convenient to both Lessor and Lessee.

Lessee agrees not to assign or sublet any part of the premises without the prior written notice to the Lessor. Lessee agrees not to have any pet(s) on the premises. Lessee agrees that smoking is not permitted inside the unit.

Lessee, if not in default, shall have the option, by written notice, given to the Lessor at least 60 days before the end of the lease term, to renew the lease for a further one year on the same terms and conditions, subject to rent review.

In the event the Lessee does not intend to renew the lease after its expiration, Lessee agrees to notify the Lessor in writing at least sixty (60) days prior to the expiration and allow the Lessor or his/her agent to show the premises to prospective tenants or purchasers with at least twenty four (24) hours notice to the Lessee.

Lessee agrees to replace within 24 hours all rental cheques dishonoured by his/her bank in cash or by certified cheque plus \$40.00 service charge.

In the event that the Lessor shall decide to sell the premises, he/she shall reserve the right to assign the lease to the new owner. The terms and conditions of said lease shall remain the same.

Lessee has the exclusive right to use one (1) parking space.

This Offer is conditional upon the Landlord obtaining the approval of the condo management company at the Landlord's expense. Unless the Landlord gives notice in writing delivered to the Tenant not later than 9:00 PM on the 4th day (Excluding Saturdays, Sundays and Statutory Holidays) following the delivery of the deposit to the listing brokerage, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Tenant in full without deduction.

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

INITIALS OF TENANT(S):

[Y] [T]

INITIALS OF LANDLORD(S):

[A] [D]



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# Schedule A

## Agreement to Lease - Residential

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

**TENANT (Lessee),** Yundong Xu, Tao Mei ..... and

**LANDLORD (Lessor),** Amgad Moawad And Dalia Moawad .....

for the lease of 4011 Brickstone Mews 2605 ..... Mississauga Ontario L5B 0J7 .....

dated the 15 ..... day of May ..... 2017 .....

Lessee and Lessor agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed. Lessee agrees to return the premises in the same clean and tidy condition as when the Lessee moved into the premises.

Lessee agrees to allow the Condominium Corporation/Lessor access to the unit for the purpose of inspection, maintenance or completion of outstanding work, within 48 hours of notice. Any subsequent access shall be pursuant to the By-Laws, Rules & Regulations as established by the Board of Directors of the Condominium Corporation.

The premises shall be leased in its present condition. The following appliances belonging to the Lessor are to remain on the premises for the Lessee's use: Refrigerator, Stove, Built-in Dishwasher, Microwave, Washer and Dryer, Electric Light Fixtures.

Lessor represents and warrants that the appliances listed in this Agreement to Lease will be in normal working order at the commencement of the lease term. Lessee agrees to maintain the said appliances in a state of ordinary cleanliness at the Lessee's expense. Lessee agrees neither to have any business operation from the leased premises nor to place any illegal substance, toxic or chemical wastes in or on the property.

The lessee is responsible for booking the elevator and all the costs associated with moving into and out of the unit.

Lessee agrees to pay a refundable deposit of \$200.00 for two set of keys and transmitters for the suite, security panel, mailbox, elevator and parking access prior to the commencement of the lease. The deposit will be returned without interest to the Lessee when the keys and transmitters are returned to the Lessor upon completion or termination of the lease, otherwise, the Lessee will forfeit the deposit.

Lessee acknowledges that the Lessor's insurance on the premises does not provide coverage for the Lessee's personal property, nor liability on behalf of the Lessee. Lessee agrees to maintain throughout the term of this lease insurance for contents against fire, theft and third party liabilities, the proof of the said insurance policy has to be provided to the Lessor prior to closing. The Lessee agrees to apply and set up an account with Alectra Utilities for the electricity consumed within the unit before closing of the transaction.

Lessee shall be responsible for paying the first \$50.00 of any repair and the Lessor shall pay the balance. Lessee agrees to pay for the full costs of repairs for damages caused by his/her negligence or wilful damage to the premises, appliances or other parts of the property under the Lessee's control.

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

INITIALS OF TENANT(S):

[Signature]

INITIALS OF LANDLORD(S):

[Signature] [Signature]

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**Schedule B**  
**Agreement of Purchase and Sale**

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

**BUYER,** Yundong Xu and Tao Mei

**SELLER,** Amgad Moawad and Dalia Moawad

for the property known as Suite 2605-4011 Brickstone Mews

Mississauga

1.5B 0J7

dated the 15

day of May

2017

The Buyer and Seller hereby acknowledge and agree that, in accordance with Section 27 of the Real Estate & Business Brokers Act 2002, Kingsway Real Estate Brokerage (hereinafter referred to as "the Brokerage") will place the deposit from this Agreement of Purchase and Sale into the Brokerage's statutory Real Estate Trust Account at TD Canada Trust and no interest shall be earned, received or paid on the deposit.

Buyer shall submit the deposit by certified cheque, bank draft, or money order only, payable to Kingsway Real Estate Brokerage.

The Parties acknowledge that information provided by any Real Estate Salesperson or Real Estate Brokerage shall NOT be construed as expert legal advice, tax advice, advice on zoning changes, engineering advice, or environmental advice, and parties acknowledge that the Salesperson and the brokerage have advised parties to seek independent professional advice on any of the above matters and concerns.

Unless otherwise stated in this Agreement, the Seller represents that the Property is not subject to any Local Improvement Charges, or special charges, and that the Seller has not received any notification of future changes which may affect the Property. The portion of any such charges which may be outstanding or levied in respect to the Property shall be adjusted in favour of the buyer upon completion of this transaction.

Unless otherwise stated in this Agreement, the chattels (if any) which are included in the Purchase Price are being sold in "as is" condition, without warranty.

The Buyer and Seller hereby give permission to both Real Estate Brokerages so named in this agreement to use information relating to the sale of the subject property, including the price, in future marketing materials and for the purpose of Market Evaluations.

The Brokerages named in the attached Confirmation of Co-operation and Representation represent and warrant that they have fully complied with the FINTRAC requirements for customer/client identification by reference to original government issued photo identification, or such other means as approved under the regulations, including name, address, date of birth, occupation and employment and have such information on file and available for inspection.

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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# Confirmation of Co-operation and Representation

**BUYER:** Yundong Xu, Tao Mei

**SELLER:** Amgad Moawad And Dalia Moawad

For the transaction on the property known as: 4011 Brickstone Mews 2605 Mississauga Ontario L5

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation "Seller" includes a vendor, a landlord, or a prospective seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective buyer, purchaser or tenant, "sale" includes a lease and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

## 1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.  
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
  - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - The price the Buyer should offer or the price the Seller should accept;
  - And: the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

## 2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- ☐ The Brokerage does not represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid 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.)

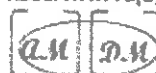
## INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)



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 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 an month 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)

REAL ONE REALTY, BROKERAGE

(Name of Co-operating/Buyer Brokerage)

Tel: ..... Fax: (905) 480-2111

Michael Zhai Date: May 15 2017

(Signature of Co-operating/Buyer Brokerage)

MICHAEL ZHAI

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

KINGSWAY REAL ESTATE BROKERAGE, BROKER

(Name of Listing Brokerage)

Tel: ..... Fax: .....

MERRIAN GHOBRIAL Date: May 15 2017

(Signature of Listing Brokerage)

MERRIAN GHOBRIAL

(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.

Signature of Buyer/Seller

Date: May 15 2017

Signature of Buyer/Seller

Date: May 15 2017

Signature of Seller

Date: May 15 2017

Signature of Seller

Date: May 15 2017

The documents, forms, and/or ORES are provided by the Ontario Real Estate Association (OREA) and identify the estate professionals who are members of OREA.

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**Rental Application  
Residential**

**Toronto  
Real Estate  
Board**

I/We hereby make application to rent 4011 Brickstone Mews 2605 Mississauga Ontario L5B 0

from the 10 day of May 2017 at a monthly rental of \$ 1,950.00

to become due and payable in advance on the 16th day of each and every month during my tenancy

1. Name Yundong Xu Date of birth: 08/09/1997 SIN No. (Optional)

Drivers license No. X9001-79009-70609 Occupation student

2. Name Tao Mei Date of birth: 07/27/1998 SIN No. (Optional)

Drivers license No. M2247-73209-80727 Occupation student

3. Other Occupants: Name Relationship Age

Name Relationship Age

Name Relationship Age

Do you have any pets? No If so, describe

Why are you vacating your present place of residence?

**LAST TWO PLACES OF RESIDENCE**

Address 1513 THE CHASE Address

From To

Name of Landlord Name of Landlord

Telephone Telephone

**PRESENT EMPLOYMENT**

Employer: U of T. Mississauga

Business address

Business telephone

Position held

Length of employment

Name of supervisor

Current salary range: Monthly \$

**PRIOR EMPLOYMENT**

1.

1.

1.

1.

1.

1.

**SPOUSE'S PRESENT EMPLOYMENT**

Employer: \_\_\_\_\_  
 Business address: \_\_\_\_\_  
 Business telephone: \_\_\_\_\_  
 Position held: \_\_\_\_\_  
 Length of employment: \_\_\_\_\_  
 Name of supervisor: \_\_\_\_\_

Current salary range, Monthly \$ \_\_\_\_

Name of Bank TD Branch \_\_\_\_\_ Address HWY 7

Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

**FINANCIAL OBLIGATIONS**

Payments to \_\_\_\_\_ Amount \$ \_\_\_\_\_

Payments to \_\_\_\_\_ Amount \$ \_\_\_\_\_

**PERSONAL REFERENCES**

Name SHENG ZHAI Address 160 ELSON ST

Telephone \_\_\_\_\_ Length of Acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

**AUTOMOBILE(S)**


Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Licence No. \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Licence No. \_\_\_\_\_

The Applicant consents to the collection, use and disclosure of the Applicant'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 Applicant 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.

This Applicant represents that all statements made above are true and correct. **The Applicant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this rental.** The Applicant authorizes the verification of the information contained in this application and information obtained from personal references. This application is not a Rental or Lease Agreement. In the event that this application is not accepted, any deposit submitted by the Applicant shall be returned.

Signature of Applicant [Signature] Date May 10 2017 Signature of Applicant [Signature] Date May 11 2017  
 Telephone 647-651-8686 Telephone 647-248-8885

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**The Toronto-Dominion Bank**

80781588

800 BURNHAMTHORPE ROAD WEST  
MISSISSAUGA, ON L5C 2R9

DATE

2017-05-17  
YYYYMMDD

Transit-Serial No.

1202-80781588

Pay to the  
Order of

AMACON CITY CENTRE SEVEN NEW DEVELOPMENT PARTNERSHIP

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

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

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

Re PSV 2605 Lease fee

Authorized Officer

Number

Countersigned

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

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

⑈80781588⑈ ⑆09612⑈004⑆

⑈3808⑈

Ontario Driver's Licence Permis de conduire ON CANADA

1,2 NAME/NOM  
MEI  
TAO

3 2304-18 GRAGDON HALL DRIVE  
NORTH YORK, ON, M3A 0A4

4,5 NUMBER/  
NUMERO M2247 - 73209 - 80727

4a ISS/DEL 2017/03/17 4b EXP/EXP 2020/02/05

5 DO/REF DT2550505 15 HGT/HAUT 179 cm

13 SEX/SEXE M

8 CLASS/  
CATÉG G2

12 REST/  
COND X

1 DOB/DOE 1998/07/27 AGE 19/ANS 2017/07/27

Ontario Driver's Licence Permis de conduire ON CANADA

1,2 NAME/NOM  
XU,  
YUNDONG

3 2 VALLEYWOOD DR  
MARKHAM, ON, L3R 8H3

4,5 NUMBER/  
NUMERO X9001 - 79009 - 70909

4a ISS/DEL 2016/03/08 4b EXP/EXP 2021/03/05

5 DO/REF DJ9416525 15 HGT/HAUT 185 cm

13 SEX/SEXE M

8 CLASS/  
CATÉG G1

12 REST/  
COND

1 DOB/DOE 1997/09/09 AGE 19/ANS 2016/09/09

**RECEIPT OF DEPOSIT**

In the event the conditions in your agreement of purchase and sale are not satisfied & a mutual release is signed, the funds will not be returned until a full 30 days clearing period has passed with TD Canada trust.

DATE: May 16, 2017 TIME: 1:30 pm  
RECEIVED FROM: Yundong Xu  
AMOUNT: \$11,700.00 THE SUM OF: Eleven Thousand  
Seven Hundred — DOLLARS

PAYMENT METHOD: ☐ CERTIFIED CHEQUE ☒ BANK DRAFT ☐ CHEQUE (NOT CERTIFIED) ☐ OTHER \_\_\_\_\_

PROPERTY ADDRESS: 4011 Brickstone Mews #2605

LISTING AGENT: Ed Kirollos/Merrian Ghobrial

PROPERTY LISTED AS: ☒ RENTAL ☐ SALE

☐ OTHER \_\_\_\_\_

RECEIVED BY: Mehwish M.

PLACE BUSINESS CARD HERE

10358-1215

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

**The Toronto-Dominion Bank**

1177 CENTRAL PARKWAY WEST UNIT 35  
MISSISSAUGA, ON L5C 4P3

81445217

DATE 2017-05-16

Transit-Serial No. 1868-81445217

Pay to the  
Order of KINGSWAY REAL ESTATE BROKERAGE, BROKERAGE

\$ \*\*\*\*\*11,700.00

\*\*\*\*\*ELEVEN THOUSAND SEVEN HUNDRED

00/100 Canadian Dollars

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

Authorized Officer

Countersigned

Number

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

⑈81445217⑈ ⑈09812⑈004⑈

⑈3808⑈

**MARIANNE GUIRGUIS, BA(HON), MA, LL.B.**  
**BARRISTER & SOLICITOR/NOTARY PUBLIC**

405 Britannia Road East.  
Suite 101B  
Mississauga, ON L4Z 3E6

Phone Number: (905) 474-7701  
Fax Number: (905) 474-7702  
Email: mguirguis@guirguislaw.ca

February 8, 2017

**Tammy Evans**  
**Blaney McMurtry LLP**  
**2 Queen Street East-Suite 1500**  
**Toronto, Ontario M5C 3G5**

**SENT VIA FAX: (416) 593-5437 and via email:**

PSV # 2605

Dear Ms. Evans,

**Re: Amacon Development (City Centre) Corp. Sale to**  
**Amgad Mamdouh Moawad and Dalia Bushra Moawad**  
**Dwelling Unit 5 Level 25**  
**Suite 2605 - 4011 Brickstone Mews, Mississauga, Ontario**  
**PSV Tower One**  
**Interim Closing: March 24, 2017**

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Further to your letter of January 31, 2017, please find enclosed the purchasers' certificate of mortgage pre-approval for your records. Should you require anything further, please advise.

I trust the foregoing to be satisfactory.

Yours very truly,

*Marianne Guirguis*

**MARIANNE GUIRGUIS**  
**BARRISTER AND SOLICITOR/NOTARY PUBLIC**

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