

Worksheet Leasing

Suite: 2306 Tower: PSV2 Date: March 17/17 Completed by: Silvi

Please mark if completed:

- ☐
- ✓ ☒ Copy of 'Lease Prior to Closing' Amendment
- ✓ ☒ Copy of Lease Agreement
- ✓ ☒ Certified Deposit Cheque for Top up Deposit to 20% payable to Blaney McMurtry LLP in Trust
- ✓ ☒ Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). \$500 + HST
- ✓ ☒ Agreement must be in good standing. Funds in Trust: \$ 63,572
- ✓ ☒ 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

Note:

Once all of the above is completed, email the full package immediately to Stephanie and Dragana. Dragana will inform Property Management that a Tenant has been authorized to book an elevator to move in. The Parkside Admin team must courier the full hardcopy package Amacon Attention Dunja.

Administration Notes:

Emailed March 30, 2017 to Amacon

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
MOH D-GHAITH AL HAFFAR (the "Purchaser")

Suite **2306** Tower **TWO** Unit **6** Level **22** (the "Unit")

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

Insert:

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

- (a) the Purchaser pays to the Blaney McMurtry, in Trust the amount required to bring the deposits for the Residential Unit to an amount equal to twenty percent (20%) of the Purchase Price by the Occupancy Date;
- (b) the Purchaser is not in default at any time under the Agreement.
- (c) the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of 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 30th day of March 2017.

CHAZA
 Witness:

Haflar
 Purchaser: **MOH D-GHAITH AL HAFFAR**

THE UNDERSIGNED hereby accepts this offer.

DATED at _____ this _____ day of _____ 2017.

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 7th day of March, 2017

TENANT (Lessee), Shweta Gakhar

LANDLORD (Lessor), Moh'D Ghaith Hallar

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:
510 Curran Place, Unit 2306, Mississauga

2. **TERM OF LEASE:** The lease shall be for a term of one year commencing April 1, 2017

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of ONE
Thousand six hundred Canadian Dollars (CDN\$ 1600.00),
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
(Herein with / Upon acceptance / as otherwise described in this Agreement)
by negotiable cheque payable to West-100 Metro View Realty Ltd. "Deposit Holder"
in the amount of Three Thousand two hundred
Canadian Dollars (CDN\$ 3,200.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all
terms, covenants and conditions of the Agreement and to be applied by the Landlord against the first and last
month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

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

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

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

	LANDLORD	TENANT
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water and Sewerage Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input 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): GG

INITIALS OF LANDLORD(S): GS

7. **PARKING:** Exclusive use of one underground parking

8. **ADDITIONAL TERMS:** Exclusive use of one locker

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

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant (Landlord/Tenant) until 9 a.m. (p.m.) on the 9th day of March 2017, after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

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

FAX No.:

(For delivery of Documents to Landlord)

FAX No.:

(For delivery of Documents to Tenant)

Email Address: omar.s.p.rok@logistics.com

(For delivery of Documents to Landlord)

Email Address: nicle.boerhore@2010.ca

(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.tlb.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):

SL

INITIALS OF LANDLORD(S):

DS AS

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20. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness) _____

(Tenant or Authorized Representative) Shweta Galkha

(Seal) DATE 8 March, 2017

(Witness) _____

(Tenant or Authorized Representative) _____

(Seal) DATE _____

(Witness) _____

(Guarantor) _____

(Seal) DATE _____

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness) _____

(Landlord or Authorized Representative) POA

(Seal) DATE 3/8/17

(Witness) _____

(Landlord or Authorized Representative) _____

(Seal) DATE _____

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

(Witness) _____

(Spouse) _____

(Seal) DATE _____

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written as finally acceptance by all parties at 9 a.m./p.m. this 9th day of March, 2017.

(Signature of Landlord or Tenant) Shweta Galkha

INFORMATION ON BROKERAGES	
Listing Brokerage	<u>West-100 Metro View Realty</u> (905) 238-8336
	<u>Omar Kanaan Shobath</u> (Salesperson / Broker Name)
Coop/Tenant Brokerage	<u>Zolo Realty Brokerage</u> (416) 898-8932
	<u>Bicobe K. Boersner</u> (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.

(Landlord) POA DATE 3/8/17

(Landlord) _____ DATE _____

Address for Service _____

Tel.No. _____

Landlord's Lawyer _____

Address _____

Email _____

Tel.No. _____ FAX No. _____

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

(Tenant) Shweta Galkha DATE 8 March, 2017

(Tenant) 264, HUNTER RD, TORONTO DATE _____

Address for Service _____

Tel.No. 647-969-7574

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.

(Authorized to bind the Listing Brokerage) _____

Acknowledged by: [Signature]
(Authorized to bind the Co-operating Brokerage)

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Confirmation of Co-operation and Representation

Toronto
Real Estate
Board

BUYER:

Shweta Gakhar

SELLER:

Mon'd Ghaith Haffar

For the transaction on the property known as:

510 Curran Place, Unit 2806, Mississauga

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/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)

SG

BUYER

CO-OPERATING/BUYER BROKERAGE

MS

SELLER

SH

LISTING BROKERAGE



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If, during the currency of this Agreement, the Buyer enters into an agreement to purchase any property of the general description indicated above, the Buyer agrees that the Brokerage is entitled to be paid a commission of % of the sale price of the property

or for a lease, a commission of 12 months rent plus GST

The Buyer agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the seller. The Buyer understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the seller, the Buyer will pay the Brokerage the full amount of commission indicated above.

The Buyer agrees to pay the Brokerage such commission if the Buyer enters into an agreement within days after the expiration of this Agreement (Holdover Period) to purchase or lease any real property shown or introduced to the Buyer from any source whatsoever during the term of this Agreement, provided, however, that if the Buyer enters into a new buyer representation agreement with another registered real estate broker after the expiration of this Agreement, the Buyer's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyer's default or neglect. Said commission, plus any applicable taxes, shall be payable on the date set for completion of the purchase of the property or, in the case of a lease or tenancy, the earlier of the date of occupancy by the tenant or the date set for commencement of the lease or tenancy. All amounts set out as commission are to be paid plus applicable taxes on such commission.

This Agreement applies for the purchase or lease of one real property. Notwithstanding the foregoing, in the event that the Buyer leases a property, this agreement remains in force as set out herein for the purchase of the leased property or a property of the general description indicated above. The leasing of a property by the Buyer does not terminate this Agreement with respect to the purchase of a property.

3. **REPRESENTATION:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any Buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying or leasing and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest. The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Brokerage.

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying or leasing. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying or leasing, the Brokerage will obtain the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase or lease being submitted or presented.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the 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 Buyer or seller, 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 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 Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

4. **REFERRAL OF PROPERTIES:** The Buyer agrees that during the currency of this Buyer Representation Agreement the Buyer will act in good faith and work exclusively with the Brokerage for the purchase or lease of a real property of the general description indicated above. The Buyer agrees that, during the currency of this Agreement, the Buyer shall advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever, and all offers to purchase or lease submitted by the Buyer shall be submitted through the Brokerage to the seller. If the Buyer arranges a valid agreement to purchase or lease any property of the general description indicated above that came to the attention of the Buyer during the currency of this Agreement and the Buyer arranges said agreement during the currency of this Agreement or within the Holdover Period after expiration of this Agreement, the Buyer agrees to pay the Brokerage the amount of commission set out above in Paragraph 2 of this Agreement, payable within (5) days following the Brokerage's written demand therefor.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):



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5. **INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are involved in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing broker may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.
6. **FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
7. **CONSUMER REPORTS:** The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.
8. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc.); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.
- The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® listing) for reporting, appraisal and statistical purposes and for including conducting comparative market analyses.
- The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.
9. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement 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 provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
10. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated hereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.
11. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time.
12. **SCHEDULE(S):** attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.

Nicole K. Boercher DATE 3/7/2017 *Nicole K. Boercher*
 (Authorized to bind the Brokerage) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

John K. Gallen
 (Signature of Buyer)

DATE 8 March, 2017
 (Seal)

647-909-7574
 (Tel. No.)

(Signature of Buyer)

DATE
 (Seal)

DECLARATION OF INSURANCE	
The broker/salesperson	<i>Nicole K. Boercher</i> (Name of Broker/Salesperson)
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.	
	<i>Nicole K. Boercher</i> (Signature of Broker/Salesperson)

ACKNOWLEDGEMENT

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a true copy of this Agreement

on the 8 day of March, 2017

John K. Gallen
 (Signature of Buyer)

Date: 8 March 2017

(Signature of Buyer)

Date:

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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), Shweta Gakhar, and

LANDLORD (Lessor), Moh'd Ghaith Haffar

for the lease of 510 Curran Place, Unit 2306, Mississauga
dated the 7th day of March, 2017.

Tenants and Landlord agree that an Accepted Agreement to Lease shall form a complete lease and no other lease will be signed between the parties.

Tenant(s) will provide post dated cheques for 10 months for the monthly rent to the Landlord prior to the commencement of this lease and occupancy of the unit. If any cheques default the Tenant(s) agrees to pay a fifty dollar (\$50.00) NSF charge.

Tenants agree to allow landlord visits from time to time for inspection purposes, the Landlord must provide the Tenant(s) with 24 hour notice for said inspection.

The Tenant(s) shall obtain their own personal Liability and Content Insurance prior to commencement of this lease and are required to provide Landlord with proof of same.

Tenant(s) agree to provide proof to the Landlord that all utilities have been transferred to the Tenant(s) name.

Tenant(s) agree not to make any alterations to the property without the Landlords consent.

Landlord represents and warrants that all appliances in this Agreement including the refrigerator, stove, dishwasher, washer and dryer are in good working order at the time of commencement of this Lease. Tenant(s) agree to maintain all appliances in a state of ordinary cleanliness and to notify the Landlord immediately if any functional issues exist.

The Tenant(s) agree to maintain both the inside and outside of the premises in a clean state. Tenant(s) will be fully responsible for all lawn and snow maintenance, as well as maintenance of any flower beds, gardens or bushes.

The Tenant(s) agree to pay the cost of any repair to the property that is caused by the Tenant(s) own negligence or willful damage.

Tenant(s) are not permitted to smoke or keep pets inside the premises.

The Tenant(s) agree to return the property and all items included in this lease to the Landlord in clean condition at the end of the Lease term.

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

INITIALS OF TENANTS:

Shweta

INITIALS OF LANDLORD(S):

Moh'd



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

CO-OPERATING BROKERAGE- REPRESENTATION:

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

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
1/2 months rent plus 5% 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)

<u>200 Realty Brokerage</u> (Name of Co-operating/Buyer Brokerage) <u>170 University, Suite 200 Toronto</u> <u>(416) 898-8932 (416) 981-3248</u> <u>Nicola Boeck</u> Date: <u>3/7/2017</u> (Authorized to bind the Co-operating/Buyer Brokerage) <u>Nicola K Boeckner</u> (Print Name of Broker/Salesperson Representative of the Brokerage)	<u>WEST-100 METRO VIEW REALTY</u> (Name of Listing Brokerage) <u>129 FAIRVIEW RD. W.</u> Tel: <u>905-238-8336</u> Fax: <u>905-238-0070</u> <u>[Signature]</u> Date: <u>3/7/17</u> (Authorized to bind the Listing Brokerage) <u>AMAR SHARMA</u> (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.

GL
BUYER'S INITIALS

[Signature]
SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

[Signature] Date: 3/3/2017
(Signature of Buyer)

(Signature of Seller) Date: _____

(Signature of Buyer) Date: _____

(Signature of Seller) Date: _____

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Buyer Representation Agreement

Authority for Purchase or Lease

This is an Exclusive Buyer Representation Agreement

BETWEEN:

BROKERAGE: 2010 Realty Brokerage

Tel. No. (416) 548-893

ADDRESS: 170 University Ave, Suite 200, Toronto, ON

Fax No. (416) 951-324

hereinafter referred to as the Brokerage.

AND:

BUYER(S): Shweta Gakhar

hereinafter referred to as the Buyer,

ADDRESS:

Street Number

Street Name

MUNICIPALITY:

POSTAL CODE:

The Buyer hereby gives the Brokerage the exclusive and irrevocable authority to act as the Buyer's agent

commencing at 8 a.m. on the 6th day of March, 2017

and expiring at 11:59 p.m. on the 6th day of April, 2017 (Expiry Date).

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), if this time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials. }

Buyer's Initials

for the purpose of locating a real property meeting the following general description:

Property Type (Use): Residential lease

Geographic Location: Mississauga

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Buyer" includes purchaser and tenant, a "seller" includes a vendor, a landlord or a prospective seller, vendor or landlord and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, Buyer shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the property.

2. COMMISSION: In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to pay commission to the Brokerage as follows:

If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease a real property of the general description indicated above, the Buyer agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the seller. The Buyer understands that the amount of commission offered by a listing brokerage or by the seller may be greater or less than the commission stated below. The Buyer understands that the Brokerage will inform the Buyer of the amount of commission to be paid to the Brokerage by the listing brokerage or the seller at the earliest practical opportunity. The Buyer acknowledges that the payment of any commission by the listing brokerage or the seller will not make the Brokerage either the agent or sub-agent of its listing brokerage or the seller.

INITIALS OF BROKERAGE:

(Signature)

INITIALS OF BUYER(S):

(Signature)

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Rental Application
Residential

I/We hereby make application to rent 510 CUMMER PLACE, UNIT 2306
from the 1ST day of April 2017 at a monthly rental of \$ 1600.00
to become due and payable in advance on the 1ST day of each and every month during my tenancy.

1. Name SHWETA GAKHAR Date of birth 27-DEC-85 SIN No. (Optional) _____
Drivers License No G0221-70908-8283 Occupation PROFESSIONAL

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

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

Do you have any pets? NO If so, describe _____

Why are you vacating your present place of residence? CLOSER TO WORK PLACE

LAST TWO PLACES OF RESIDENCE

Address PHOT 11 DUNBLOO RD
ETOBICOKE
From DEC-2013 To JULY-2016
Name of landlord CONCERT PROPERTIES
Telephone: 416-639-1103

Address 904, 11 DUNBLOO RD
From JAN 2017 To MAR 2017
Name of landlord SATENDRA KULKARNI
Telephone: 647-402-3801

PRESENT EMPLOYMENT

Employer PROPHIX SOFTWARE INC
Business address 350 BURNHAMTHORPE RD, MISSISSAUGA
Business telephone 1-800-387-5415
Position held CONSULTANT
Length of employment FULL TIME PERMANENT
Name of supervisor GEORGE CHEN
Current salary range: Monthly \$ GROSS \$7000

PRIOR EMPLOYMENT

ROYAL BANK OF CANADA
180 WELLINGTON STREET, TORONTO
SENIOR ADVISOR
FULL TIME

SPOUSE'S PRESENT EMPLOYMENT

Employer

Business address

Business telephone

Position held

Length of employment

Name of supervisor

Current salary range: Monthly \$

PRIOR EMPLOYMENT

.....

.....

.....

.....

.....

.....

Name of Bank Branch Address

Chequing Account # Savings Account #

FINANCIAL OBLIGATIONS

Payments to Amount: \$

Payments to Amount: \$

PERSONAL REFERENCES

Name BRYAN TAM Address 34 CROUCH CR, SCARBOROUGH

Telephone: 514-938-1636 Length of Acquaintance 1 yr Occupation CONSULTANT

Name POOJA WARE Address 1001, 4865 YONGE ST, TORONTO

Telephone: 289 242 5537 Length of Acquaintance 5 yrs Occupation CONSULTANT

AUTOMOBILE(S) N/A

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.

The 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 3/8/2017

Signature of Applicant Date

Telephone: 647-909-7574 Telephone:

The Toronto-Dominion Bank

3037 CLAYHILL ROAD
MISSISSAUGA, ON L5B 4L2

77401699

DATE

2017-03-16

YYYYMMDD

Transit-Serial No.

1878-77401699

Pay to the Order of AMACON CITY CENTRE SEVEN NEW DEVELOPMENT PARTNERSHIP

\$ *****565.00

FIVE HUNDRED SIXTY FIVE**00/100

Canadian Dollars

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

Re PSV2 2306 Leasing Fee

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

Authorized Officer

Countersigned

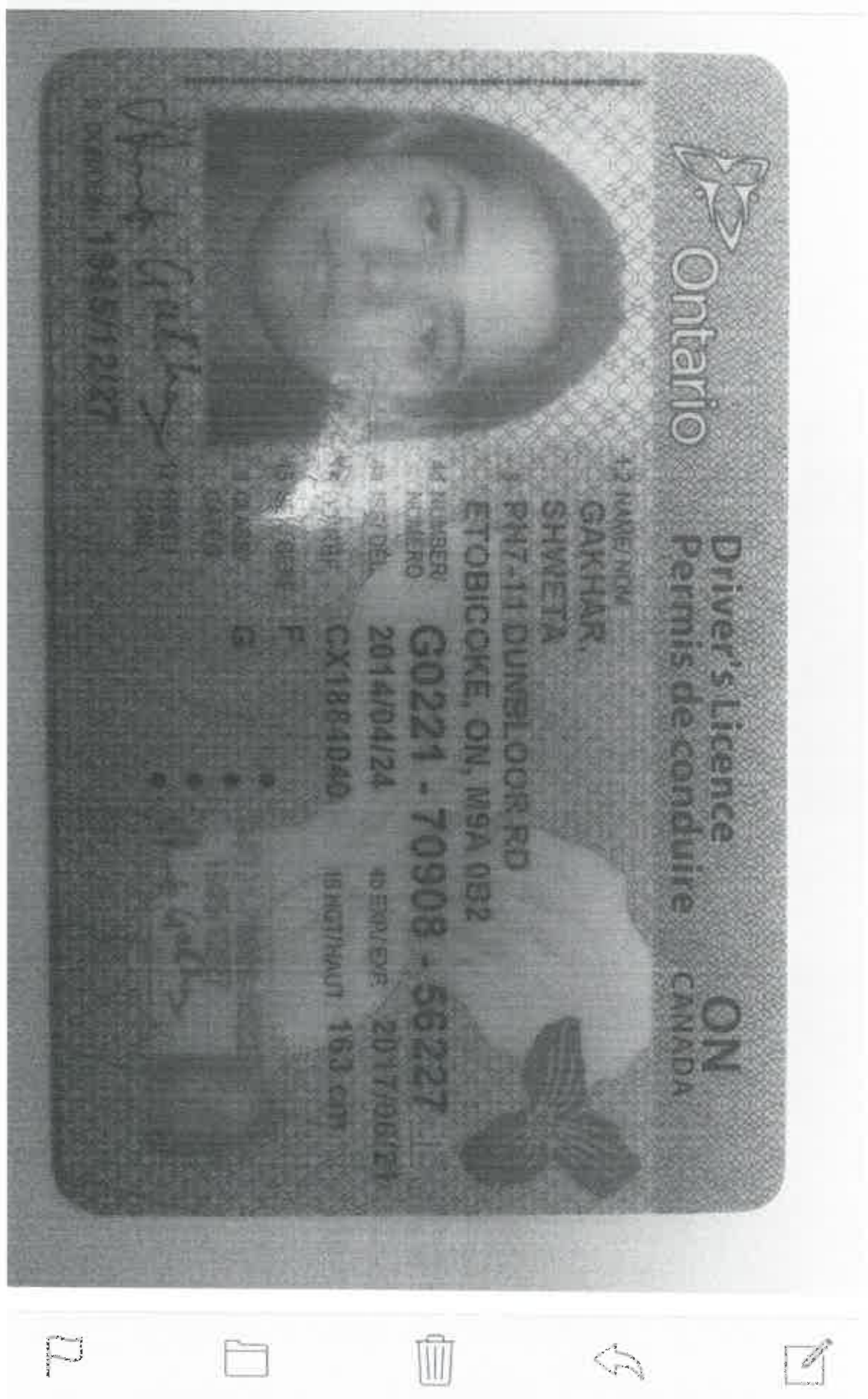
Number

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

⑈77401699⑈ ⑆09612⑈004⑆

⑈3808⑈

PSV2 2306 Tenant's ID



PSV2 2306 First + last month rent

WEST-100 METRO VIEW REALTY

129 Fairview Rd. W. Mississauga, Ontario L5B1K7

O: 905-238-8336 F: 905-238-8020

DEPOSIT RECEIPT

DATE: March 11, 2017

RECEIVED FROM: SITWETA GAKHAR (TENANT)

PAYMENT METHOD: Draft

DEPOSIT AMOUNT: \$3,200 (First and Last)

PROPERTY: 2306-510 Curran Pl, Mississauga

Thank-you,

West-100 Metro View Realty Ltd., Brokerage



Royal Bank of Canada
Banque Royale du Canada
300 DUNDAS ST WEST, SUITE 200
TORONTO, ON

57746761 6-516

DATE 20170311
7A 12M 0U

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE WEST 100 METROVIEW REALTY LTD

\$3,200.00

EXACTLY \$3,200.00

REMARKS FIRST AND LAST MONTH RENT

CANADIAN DOLLARS CANADIENNE

PURCHASER NAME

POSTAL CODE

ATTACHED SIGNATURE (PURCHASER/INTERMEDIARY)

PURCHASER ADDRESS

ADDRESS OF INTERMEDIARY

DATE OF DEPOSIT

Latiana F

#57746761# 100724000312

0550013151

**CONFIDENTIAL**

February 21, 2017

Shweta Gakhar
904 - 11 Dunbloor Road
Toronto, ON
M9A 0B2

Dear Shweta,

Re: Employment Offer Letter

Further to our recent discussions, we are pleased to offer you the opportunity to accept employment with Prophix Software Inc. (the "Company") on the following terms and conditions:

1. **Employment**

You will be employed with the Company in the position of **Consultant**, commencing **February 28, 2017**. You will be reporting to the **Consulting Manager** on a day-to-day basis. This reporting structure is subject to change at the Company's discretion.

We strive to provide excellent service to our clients. We therefore consider regular attendance and punctuality to be a requirement of your job. Our office hours are 8:30 a.m.-5:00 p.m. with 1 unpaid hour for lunch (37.5 hour workweek).

You have represented to us that you are free to accept this offer, and you have no contractual or other obligations which prevent you from performing your work function for the Company at this time.

This offer is conditional upon satisfactory completion of a criminal background check, providing us with permission to check your references, and conditional upon us obtaining satisfactory work references.

2. **Compensation**

a) **Salary**

In return for services provided, you will be paid an annual base salary of **\$78,000 CAD**, less required statutory deductions, paid semi-monthly, in accordance with the Company's usual payroll practices. Your next salary review will be January 2018.

b) **Bonus**

You will be eligible to earn **\$6,000 CAD** in bonuses targeted at approximately **7.69%** of your annual base salary, based on your performance against established objectives. For new employees, their bonuses are pro-rated based on their 2017 start date for 2017, and based on eligibility requirements as outlined in our bonus policies and based on the parameters as defined in the Bonus Policy, which may be amended from time to time at the discretion of the company. Commissions and bonuses are not paid to employees who are not actively employed at the time



of payout. Please refer to the attached Compensation Letter that explains the variable pay structure.

Your objectives will be reviewed with you periodically, and semi-annually in January and July, as part of our formal review process.

c) Benefits

You will be entitled to participate in our medical, dental and health care benefits plan as well as our insurance coverage **after completing three (3) months of employment**. Details will be provided to you in the first few days that you are employed.

Also, after you have been employed with the Company for three (3) months, you will be entitled to participate in the Company's RSP program in which the Company matches contributions you make, up to 3% of your annual base salary.

d) Vacation

During the calendar year, you will be entitled to 15 paid business days of vacation, which will be pro-rated based on your start date in your initial year with Prophix. Vacation time can only be taken with the prior approval of management.

Vacation thereafter will follow as per company policy.

You are also entitled to two additional floating holidays, taken during the month of December.

e) Expenses

You will be reimbursed for reasonable business expenses incurred, in accordance with Company policy on the condition that you provide appropriate receipts and proof of expenses to our accounting department on a timely basis. Significant expenses must be pre-approved.

The Company will pay for your annual professional fees, if applicable, as approved by your Manager. Additionally, Prophix maintains an educational assistance program for skills development.

3. Code of Conduct

The Company does not prohibit employees from performing alternate work or performing volunteer activity so long as it does not interfere with the performance of the employee's job duties, and provided that all such activity is disclosed to the Company. However, during the term of your employment you should not be performing any work that puts you in a conflict of interest position with the Company.

4. Confidentiality

As an employee of the Company, you will be provided with confidential information regarding our business, and disclosure of confidential information could be very harmful to us. Accordingly, this offer is conditional upon your agreeing to the terms of and signing our Non-Disclosure Agreement.

5. Probation

The first three (3) months of your employment with the Company is considered a probationary trial period during which the Company will be assessing your performance and whether you are a



good fit for our organization. During that three (3) month period the Company may terminate your employment at any time, at its discretion, upon providing you with one (1) weeks' notice or one weeks' pay in lieu of notice.

If the Company is unable to assess your performance during the first three (3) months as a result of absences on your part or any other reason, the probationary period may be extended for an additional three month period. If probation is extended, we will notify you in writing.

6. **Termination**

If the Company should terminate your employment for any reason other than for just cause, then the Company will provide to you such notice of termination or pay in lieu of notice as set out in the following chart.

<u>Completed Service</u>	<u>Termination Notice or Pay in Lieu</u>
3 months or more but less than 6 months	2 weeks' base salary
6 months or more but less than 2 years	4 weeks' base salary
2 years or more but less than 5 years	10 weeks' base salary
5 years or more but less than 10 years	20 weeks' base salary
More than 10 years	35 weeks' base salary

The above amounts will be inclusive of amounts owed under the *Employment Standards Act* of Ontario.

If your employment is terminated and you are not required to attend at work, your base salary only will be continued and you will not be compensated for any loss of benefits, bonuses, or other forms of compensation for any period longer than the minimum established by the *Employment Standards Act* of Ontario. However, in no case would you ever be provided with less than minimum payments or minimum benefits continuation than prescribed under the *Employment Standards Act* of Ontario.

7. **Resignation**

After you have been employed with us for three (3) months, you will be entitled to resign your employment upon providing two (2) weeks written notice of your resignation.

8. **Consent to use of Name, Image etc. by Company**

You hereby consent to any and all uses and displays by the Company of your name, voice, likeness, image, appearance and biographical information (collectively, the "Employee Characteristics") in, on or in connection with any electronic, photographic, video and/or audio media, at any time during or after the period of your employment by the Company, for the Company's marketing, sales, recruiting or training purposes (collectively, the "Permitted Uses"), without the provision of any prior notice or compensation beyond the compensation described in the provisions of this Letter. By executing this Letter in the place indicated below, you hereby:

- release the Company and its directors, officers, employees and agents from any and all claims, actions, damages, losses and liability of any kind at any time during or after the period of your employment by the Company, in connection with any Permitted Use,



- grant the Company a royalty free and sub-licensable right and license to use any such Employee Characteristics in support of any Permitted Use,
- agree that the Company is not responsible for any unauthorized use of any Employee Characteristics by any third party, and
- waive all moral rights (collectively, the "Moral Rights") in the Employee Characteristics that are subject to any Permitted Use (Moral Rights generally mean the right to prevent any distortion, mutilation or other modification of any Employee Characteristics which would be prejudicial to your honor or reputation), and transfer to the Company your right to enforce any violation of such Moral Rights associated with any Permitted Use.

9. **Policies**

The Company has policies that you should read and become familiar with, so that you adhere to our Company policies, from your start date. Company policies are located on the intranet at: Your Daily Phix (O365)> Resources> Policies & Documents > HR> Policies.

This offer is open for acceptance until 5:00 p.m. E.S.T. **Thursday February 23, 2017.**

Shweta, we are very pleased to invite you to join the Prophix Software team. Please take a few days to review the terms and conditions set out in this letter and to obtain advice if you feel it is required. You can contact us if you have any questions. If the offer is acceptable, please signify your acceptance by signing in the space provided below, and by signing the attached Non-Disclosure Agreement/Covenant, electronically using DocuSign.

I would like to wish you the best of luck and welcome you on board.

Sincerely,

DocuSigned by:


0E9218D5B3DD473...
Neal Khan
Vice President, Professional & Client Services
PROPHIX SOFTWARE INC.

I have reviewed the above offer of employment and I understand the terms and conditions completely. I accept this offer of employment fully, freely, and without duress.

My compensation is a matter between me and the Company and I agree to hold it in the strictest of confidence.

2/22/2017 | 1:28 PM EST

Date

DocuSigned by:

5B69185F57A744B...

Shweta Gakhar



CONFIDENTIAL

Employee I.D. 901480

February 21, 2017

Shweta Gakhar
904 - 11 Dunbloor Road
Toronto, ON
M9A 0B2

Dear Shweta,

Re: Compensation Letter for 2017

This letter provides an updated summary of your salary and variable pay structure for the **Consultant** role for 2017. You will be reporting to the **Consulting Manager** on a day to day basis. This is subject to change at the Company's discretion. Any changes will be discussed with you in advance and you will be notified both verbally and in writing.

You will earn salary and bonus as documented below:

Salary

In return for services provided, you will be paid an annual base salary of **\$78,000 CAD**, less required statutory deductions, paid semi-monthly, in accordance with the Company's usual payroll practices. Your next salary review will be in January 2018.

Bonus

You will be eligible to earn bonuses based on your performance against established semi-annual objectives. The targeted incentive earnings at 100% of target for 2017 is **\$6,000 CAD** or approximately **7.69%** of your annual base salary. This could result in a total annual on target compensation of **\$84,000 CAD**.

For new employees, their bonuses are pro-rated based on their 2017 start date for 2017, and based on eligibility requirements as outlined in our bonus policies and based on the parameters as defined in the Bonus Policy, which may be amended from time to time at the discretion of the company. Bonuses are not paid to employees who are not actively employed at the time of payout. Details of your bonus is as follows:

- **MBO Bonus**

You will be paid a bonus based on you achieving objectives that were previously agreed upon with your manager on the MBO form. Your Annual MBO Target Bonus is **\$3,000 CAD**. The 2017 MBO Bonus has two semi-annual payments, paid out based on company policy. Each semi-annual bonus payment is calculated as half the Annual MBO Target Bonus.

• **PS Performance Bonus**

You will be paid a semi-annual bonus based on the YTD achievement of your utilization target for billable professional services work. The bonus will vary depending on the level of actual achievement. Your 2017 Annual Target Bonus amount is **\$3,000 CAD**. To achieve **100%** of your target, your 2017 utilization must be **83%**.

% of Target	Payout %
70%	50%
80%	70%
90%	90%
100%	100%
110%	125%
115%	150%
+5%	+15%

Terms:

- Utilization is calculated based on the number of billable hours worked, divided by the number of available working hours. For 2017, the number of available working hours is 1,800.
- 'Billable hours' includes hours charged to the customer at an hourly rate, a standard number of hours for fixed price deliverables, approved hours for billable work under supervision of other Prophix departments, or approved 'goodwill'.
- Corrective work hours, done by yourself or another consultant for a customer project, may be deducted from your 'billable hours' total, at the discretion of the head of the Professional Services department
- An employee's 'eligibility' is based on Policy 2.03 (Personal Performance Bonus), section 2.03

The 2017 PS Performance Bonus has two semi-annual payments, paid out based on company policy. Each semi-annual bonus payment is calculated as half the Annual PS Performance Target Bonus or **\$1,500 CAD**.


The Performance Bonus you receive will be based on the percentage achieved in the Annual Target Bonus in the above table, less the interim payment. The amount paid will be based on the table above.

We remind you that the terms of your compensation with the Company are confidential and such information must be held in strict confidence. All other terms and conditions of employment as set out in your employment contract will continue to remain in effect.

Shweta, I am very excited about our team in 2017 and am looking forward to our mutual success!

With your participation, we look forward to a rewarding and successful year ahead, and wish you the best of luck in 2017 in achieving your personal and professional goals!

Sincerely,

DocuSigned by:

0E9218D5B3DD473...

Neal Khan
Vice President, Professional & Client Services
PROPHIX SOFTWARE INC.

DS

SG

DS

NK

DS

RA



Covenant
(Confidentiality, Non Solicitation, Intellectual Property)

This agreement made this 2/22/2017 | 1:28 PM EST (date)

BETWEEN
Shweta Gakhar

(Hereinafter referred to as “the Employee” of the First part)

AND

PROPHIX Software Inc.

(Hereinafter referred to as “the Company” of the Second part)

WHEREAS:

- (i) The Company and the Employee are desirous of entering or have entered into an employment relationship for their mutual benefit; and
- (ii) The Company and the Employee wish to clarify certain obligations and rights in respect of said employment relationship;

The parties hereto in consideration of the covenants and undertakings hereinafter set out hereby agree as follows:

Definitions

For the purposes of this Agreement:

- (a) “Clients” includes the following: those actual clients and customers of the Company as of the date of the execution of this Agreement; and those prospective clients or customers of the company which the Employee alone, or in combination with others, in any capacity, handled, serviced or solicited at any time during the one year period immediately preceding the termination of the Employee’s employment with the Company.
- (b) “Confidential Information” includes but is not limited to the following: confidential methods of operations and systems of the Company, which includes all information relating to the Company’s unique security information and systems and trade secrets; all Intellectual Property (as defined below); all information regarding the names of suppliers to the Company and the nature of the Company’s relationships with these suppliers; all information regarding Clients, including the terms of contractual relations with Clients, lists of names of Clients, information imparted by or transferred from Clients to the Company, any strategic business development plans generated by the Company; all financial information and internal practices and procedures in respect of the



Company and the Clients; and any other confidential or proprietary information in the possession or control of the Company, but Confidential information does not include information which is or becomes generally valuable to the public or which has been disclosed to the Employee prior to the commencement of the Employee's employment with the Company.

- (c) "Intellectual Property" includes all inventions (as defined below), improvements, devices, discoveries, technical information, trade secrets, computer programs, writings, trademarks, service marks, trade names and designs that have been or are developed, created, generated or reduced to practice by the Company or by the Employee, alone or jointly with others, while employed by the Company.
- (d) "Inventions" mean any work of authorship, discovery, improvement, invention, design, graphic, source, HTML and other code, source code, front-end coding, back-end coding, registration system, relational or other type of database, trade secret, technology, algorithms, computer program or software, audio, video or other files or content, idea, design, process, technique, formula or composition, know-how and data, whether or not patentable or copyrightable.

Confidentiality

The employee acknowledges that, in the course of his employment with the Company, he has been and shall be privy to Confidential Information. The Employee acknowledges and agrees that he has not and shall not acquire any right, title or interest in or to any Confidential Information. The Employee further acknowledges that the disclosures of the Confidential Information to any third party would be harmful to the interests of the Company. The employee therefore agrees and undertakes that at all times during his employment and thereafter, the Employee shall keep the Confidential Information in the strictest confidence and trust, and shall not directly or indirectly reveal Confidential Information to any third party (unless required to do so by law), or directly or indirectly utilized, in any way, any Confidential Information either on the Employee's behalf or on behalf of any third party. Upon termination of the Employee's employment with Company, the Employee shall promptly return to the Company all originals and copies of any materials, documents, notes, manuals or lists that contain or embody any Confidential Information.

Non Solicitation

The Employee acknowledges that he may, in representing the Company, develop business contacts and relationships with Clients and other employees of the Company, all of which contacts and relationships are part of the goodwill of the Company. The Employee further acknowledges that the Company is entitled to reasonable protection against active interference with or appropriation of such goodwill for any purpose competitive with the interests of the Company. The Employee therefore agrees and undertakes that he shall not, for a period of 12 (twelve) months following the termination of his employment with the Company, irrespective of the manner or reason for such termination, either on his own behalf or on behalf of any third party, directly or indirectly contact, solicit, or in any way approach or have dealing with, for any purpose competitive with the interests of the Company, the following: (a) any Clients; or (b) any employee of the Company.



Intellectual Property

The Employee acknowledges and agrees that he has not acquired and shall not acquire any right, title or interest in or to any Intellectual Property. The Employee hereby assigns and transfers to the Company, and agrees that the Company shall be the exclusive owner of, all of the Employee's right, title and interest in or to any Intellectual Property throughout the world. The Employee agrees, at any time so requested by the Company, either during employment or after the termination thereof, to execute, acknowledge and deliver all such papers, including application for patents, trademark registrations, copyright registrations in only and all countries and to vest title thereunto in the Company, its successors, assigns or nominees. The Employee agrees to make full and prompt disclosure to the Company of any Intellectual Property that he may develop, create, generate or reduce to practice, alone or jointly with others, while employed by the Company. The Employee further agrees to make and maintain adequate and current written records of all such Intellectual Property in the form of notes, sketches, drawings or reports, which records shall be and remain the property of and be available to the Company at all times.

The Employee represents that and any all unpatented inventions, improvements, or developments, whether patentable or unpatentable, which the Employee has made or conceived prior to the date of the signing of this Agreement which the Employee desires to have excluded from this Agreement are identified in Schedule "A", attached hereto.

Enforcement

The Employee acknowledges and agrees that damages would not be an adequate remedy to compensate the Company for any breach by the Employee of any obligations constrained herein. Therefore, the Employee agrees that, in addition to any and all other remedies available, the Company shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations contained in the agreement.

Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

Modification

Any modification to this Agreement must be in writing and signed by parties hereto or it shall have no effect and shall be void.

Independent Legal Advice

The Employee acknowledges that he has obtained or has had an opportunity to obtain independent legal advice in connection with this Agreement, and further acknowledges that he has read, understands and agrees to be bound by all of the terms and conditions contained herein.



Miscellaneous

Where the context requires, the singular shall include the plural and the plural shall include the singular. Further, where the context requires, masculine pronouns shall be deemed to be read as feminine pronouns or vice-versa.

Employee Name Shweta Gakhar

Employee Signature

DocuSigned by:

Shweta Gakhar

5B69185E57A744B

Date 2/22/2017 | 1:28 PM EST

Certificate Of Completion

Envelope Id: 18984AA94AE44380B7409CF9BBBD0940		Status: Completed
Subject: Please DocuSign these documents: Comp letter - Shweta Gakhar - 20170221.pdf, Offer Letter - Shwet...		
Source Envelope:		
Document Pages: 10	Signatures: 4	Envelope Originator:
Supplemental Document Pages: 0	Initials: 9	Sharon Khan-Torrance
Certificate Pages: 5		
AutoNav: Enabled	Payments: 0	350 Burnhamthorpe Rd W Suite 1000
EnvelopeId Stamping: Enabled		Mississauga, ONL5b
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		skhantorrance@prophix.com
		IP Address: 209.90.152.251

Record Tracking

Status: Original	Holder: Sharon Khan-Torrance	Location: DocuSign
2/21/2017 12:09:10 PM	skhantorrance@prophix.com	

Signer Events

Laurie Armstrong
larmstrong@prophix.com
Security Level: Email, Account Authentication (None)

Signature



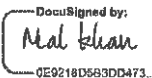
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Electronic Record and Signature Disclosure:
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ID: d60eb658-2634-40bf-bc4a-920b66d68a02

Neal Khan
nkhan@prophix.com
Security Level: Email, Account Authentication (None)

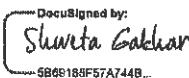


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ID: 6ca7a543-ba1a-40e5-b667-f720e23113cf

Shweta Gakhar
gakhar.shweta@gmail.com
Security Level: Email, Account Authentication (None)



Using IP Address: 99.228.62.242

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Signed: 2/22/2017 1:28:28 PM

Electronic Record and Signature Disclosure:
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Samantha Noort snoort@prophix.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/22/2017 1:28:30 PM
Sharon Khan Torrance skhantorrance@prophix.com Prophix HR Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/22/2017 1:28:30 PM
Payroll payroll@prophix.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/22/2017 1:28:30 PM
Preeti Walia pwalia@prophix.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/22/2017 1:28:30 PM

Notary Events	Timestamp	
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/22/2017 1:28:30 PM
Completed	Security Checked	2/22/2017 1:28:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Prophix HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Prophix HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bthevathasan@prophix.com

To advise Prophix HR of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bthevathasan@prophix.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Prophix HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bthevathasan@prophix.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Prophix HR

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bthevathasan@prophix.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Prophix HR as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Prophix HR during the course of my relationship with you.

TD Canada Trust
PERSONAL CR - MMS/BROKER
3500 STEELES AVE E 4TH FLR TWR 3
MARKHAM, ON L3R0X1
www.tdcanadatrust.com

September 16th, 2016

Gaith Haffar
10 Capreol Crt
Toronto, Ont
M5V 4B3
Dear Valued Customer:

Re: Mortgage Approval Confirmation

This will confirm that you qualify for a residential mortgage loan with The Toronto-Dominion Bank ("TD Canada Trust"), secured by the property at Suite 2306, 510 Curran Place in Mississauga, Ontario (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):	Gaith Haffar
Principal Amount:	\$285,448.96
Fixed Annual Interest Rate:	4.64% per annum, calculated semi-annually not in advance
Interest Rate Expiry Date:	February 20 th 2017
This means the Interest Rate for the Term selected will expire on this date.	
Prepayment Option: Closed to prepayment privileges, subject to terms of mortgage	
Term:	5 years
Amortization:	30 years
Anticipated Closing Date:	Jan 25th, 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 July 25th, 2017.

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

Signed by:

Per:

The Toronto-Dominion Bank

Standard Conditions

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