


Worksheet Leasing

Suite: 2602 Tower: PSV2 Date: March 20/17 Completed by: Silva

Please mark if completed:

- ✓ ● Copy of 'Lease Prior to Closing' Amendment
- ✓ ● Copy of Lease Agreement
- ✓ ● Certified Deposit Cheque for Top up Deposit to 25% payable to Blaney McMurtry LLP in Trust
- ✓ ● 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).
- ✓ ● Agreement must be in good standing. Funds in Trust: \$_____.
- ✓ ● 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


March 21, 2017

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
EYAT CANADA INC. and TALAL HMAIDAN (the "Purchaser")

Suite 2602 Tower TWO Unit 2 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:

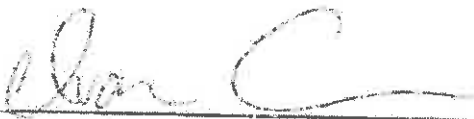
Notwithstanding paragraph 22 of this Agreement, the Purchaser shall be entitled to seek the Vendor's approval to assign the occupancy licence set out in Schedule C to the Agreement to a third party, on the following terms and conditions:

- 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;
- the Purchaser is not in default at any time under the Agreement.
- 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;
- 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;
- 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 6 day of February 2017.



Witness: Ivan Gask



Witness: Ivan Gask

 I have the right to bid the property

Purchaser: Eyat Canada Inc.



Purchaser: Talal Hmaidan

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 6 day of February 2017.

Listing Agreement
Landlord Representation Agreement
Authority to Offer for Lease

This is a Multiple Listing Service® Agreement



OR

Exclusive Listing Agreement

EXCLUSIVE



BETWEEN

BROKERAGE: KINGSWAY REAL ESTATE BROKERAGE

151 CITY CENTRE DRIVE #300

MISSISSAUGA

(the "Listing Brokerage")

LANDLORD: EYAT Canada Inc.

(the "Landlord")

In consideration of the Listing Brokerage listing the real Property for lease known as 510 Cuiran Place, #2602

Mississauga, ON

LSB 0G4

(the "Property")

the Landlord hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Landlord's agent, commencing at 12:01 a.m. on the 1 day of March 20 17, until 11:59 p.m. on the 31 day of May 20 17 (the "Listing Period"),

{ Landlord acknowledges that the length of the Listing Period is negotiable between the Landlord and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act (2002), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Landlord's initials.



to offer the Property for lease at a rent of:

One Thousand Nine Hundred Fifty

Dollars (CDN\$) 1,950.00

Dollars

and upon the terms particularly set out herein, or at such other rent and/or terms acceptable to the Landlord. It is understood that the rent and/or terms set out herein are at the Landlord's personal request, after full discussion with the Listing Brokerage's representative regarding potential market rent of the Property.

The Landlord hereby represents and warrants that the Landlord is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the lease of the Property.

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

"Landlord" includes lessor and a "tenant" includes a lessee, or a prospective lessee or tenant. A lease includes any rental agreement, sub-lease or renewal of a lease. The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. 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, anyone introduced to or shown the Property 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 Listing Brokerage listing the Property, the Landlord agrees to pay the Listing Brokerage a commission of:

One Month Rent +HST

obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Landlord may accept. Said commission to be payable on the earlier of occupancy by the Tenant or execution of the Lease. The Landlord authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of Half Month Rent -HST

(Indicate any reduction or adjustment)

out of the commission the Landlord pays the Listing Brokerage.

The Landlord further agrees to pay such commission as calculated above if an agreement to lease is agreed to or accepted by the Landlord or anyone on the Landlord's behalf within 90 days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer to lease the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Landlord's liability for commission shall be reduced by the amount paid by the Landlord under the new agreement.

The Landlord further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to lease agreed to or accepted by the Landlord or anyone on the Landlord's behalf is not completed, if such non-completion is owing or attributable to the Landlord's default or neglect, said commission to be payable on the earlier of the date of occupancy by the tenant or the execution of the lease or the date set for commencement of the lease or tenancy.

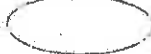
If a lease the Listing Brokerage arranges contains an option to extend or renew, the Landlord agrees to notify the Listing Brokerage of the exercising of said option and to pay the Listing Brokerage upon the exercising of the said option or any future option, a further commission of:

of the total rent for the term of such lease extension or renewal. It is understood and agreed that the said further commission is to be paid on the earlier of the date of execution of the extension or renewal or the date the extension or renewal commences. If a tenant to whom the Listing Brokerage rented or leased the Property effects an offer to purchase the Property during the tenancy period or any renewal of the tenancy agreement, the Landlord agrees to pay the Listing Brokerage a commission of

% of the sale price of the Property or for the purchase of the Property

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Landlord's solicitor not be sufficient, the Landlord shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and interest owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.

INITIALS OF LISTING BROKERAGE:



INITIALS OF LANDLORD(S):



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- 3. REPRESENTATION:** The Landlord acknowledges that the Listing Brokerage has provided the Landlord with written information explaining agency relationships, including information on Landlord Representation, Sub-agency, Tenant Representation, Multiple Representation, and Customer Service. The Landlord understands that unless the Landlord is otherwise informed, the co-operating brokerage is representing the interests of the tenant in the transaction. The Landlord further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Landlord's Property and the Landlord hereby consents to the Listing Brokerage acting as an agent for more than one landlord without any claim by the Landlord of conflict of interest. Unless otherwise agreed in writing between Landlord and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Landlord pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement. The Landlord hereby appoints the Listing Brokerage as the Landlord's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to lease the Property.
- MULTIPLE REPRESENTATION:** The Landlord hereby acknowledges that the Listing Brokerage may be entering into tenant representation agreements with tenants who may be interested in leasing the Landlord's Property. In the event that the Listing Brokerage has entered into or enters into a tenant representation agreement with a prospective tenant for the Landlord's Property, the Listing Brokerage will obtain the Landlord's written consent to represent both the Landlord and the tenant for the transaction at the earliest practical opportunity and in all cases prior to any offer to lease being submitted or presented.
- The Landlord understands and acknowledges that the Listing Brokerage must be impartial when representing both the Landlord and the tenant and equally protect the interests of the Landlord and tenant. The Landlord understands and acknowledges that when representing both the Landlord and the tenant, the Listing Brokerage shall have a duty of full disclosure to both the Landlord and the tenant, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.
- However, the Landlord further understands and acknowledges that the Listing Brokerage shall not disclose:
- that the Landlord may or will accept less than the listed rent, unless otherwise instructed in writing by the Landlord;
 - that the tenant may or will pay more than the offered rent, unless otherwise instructed in writing by the tenant;
 - the motivation of or personal information about the Landlord or tenant, 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 rent the tenant should offer or the rent the Landlord should accept; and
 - the Listing Brokerage shall not disclose to the tenant 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 Landlord and tenant to assist them to come to their own conclusions.
- Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices.
- MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Landlord understands and agrees that the Listing Brokerage also provides representation and customer service to other landlords and tenants. If the Listing Brokerage represents or provides customer service to more than one landlord or tenant for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all landlords and tenants of the nature of the Listing Brokerage's relationship to each landlord and tenant.
- 4. REFERRAL OF INQUIRIES:** The Landlord agrees that during the Listing Period, the Landlord shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to lease submitted to the Landlord shall be immediately submitted to the Listing Brokerage by the Landlord before the Landlord accepts or rejects the same. If any enquiry during the Listing Period results in the Landlord accepting a valid offer to lease during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Landlord agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Landlord agrees to allow the Listing Brokerage to show and permit prospective tenants to fully inspect the Property during reasonable hours and the Landlord gives the Listing Brokerage the sole and exclusive right to place "For Lease" and "Leased" sign(s) upon the Property. The Landlord consents to the Listing Brokerage including information in advertising that may identify the Property. The Landlord further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for lease during the Listing Period. The Landlord agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Landlord represents and warrants that the Landlord has the exclusive authority and power to execute this Authority to offer the Property for lease and that the Landlord has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the leasing of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Landlord will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Landlord agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Landlord in this Agreement or the accompanying data form. The Landlord warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or Property damage to others caused in any way on or at the Property and the Landlord indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. FAMILY LAW ACT:** The Landlord hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Landlord has executed the consent hereinafter provided.
- 9. VERIFICATION OF INFORMATION:** The Landlord authorizes the Listing Brokerage and representatives of the Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Landlord agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Landlord hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Landlord's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Landlord hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

INITIALS OF LISTING BROKERAGE:

INITIALS OF LANDLORD(S):

TH



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10. USE AND DISTRIBUTION OF INFORMATION: The Landlord consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to, listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective tenants, brokerages, salespersons and others who may assist in the leasing of the Property; such other use of the Landlord's personal information as is consistent with listing and marketing of the Property. The Landlord consents, if this is an MLS® Listing, to placement of the listing information and leasing information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Landlord into the database(s) of the MLS® System of the appropriate Board. The Landlord hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from, the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Landlord acknowledges that the database, within the board's MLS® System is the Property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Landlord further acknowledges that the real estate board(s) may, during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and leasing of real estate during the term of the listing and thereafter. The Landlord 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.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not leased, the Landlord, by initialling,

consent to allow other real estate board members to contact the Landlord after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property

☒ Does

☐ Does Not

- 11. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 12. 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 Authority from the Landlord to the Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
- 13. ELECTRONIC COMMUNICATIONS:** This Agreement and any agreements, notices or other communications contemplated thereby 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 Landlord by electronic means shall be deemed to confirm the Landlord has returned a true copy of the Agreement.
- 14. 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.
- 15. SCHEDULE(S):** _____ and data form attached hereto form(s) part of this Agreement

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE LANDLORD AND REPRESENT THE LANDLORD IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO LEASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE LANDLORD.

(Authorized to bind the Listing Brokerage)

DATE _____

(Name of Person Signing)

THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

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

EYAT Canada Inc.

(Name of Landlord)

(Signature of Landlord/Authorized Signing Officer)

(Seal)

DATE 13 APR 2017

(id No) 647-972-2477

(Signature of Landlord/Authorized Signing Officer)

(Seal)

DATE _____

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the listing of the Property 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 further any transaction provided for herein.

(Spouse)

(Seal)

DATE _____

DECLARATION OF INSURANCE

The broker/salesperson: **RAYMOND LI**

(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations

(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

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


on the _____ day of _____, 20 _____

(Signature of Landlord)

Date: 13 APR 2017

(Signature of Landlord)

Date: _____

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Form 810

for use in the Province of Ontario

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client:

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a rescaled level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: EVAT Canada Inc.

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s) I/we understand that

Kingsway Real Estate Brokerage

(Name of Brokerage)

(Initial one)

TH

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature) 13 APR 2017 (Date)

(Signature) (Date)

(Name)

Buyers: As buyer(s) I/we understand that

(Name of Brokerage)

(Initial one)

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature) (Date)

(Signature) (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.

For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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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: 2017-03-15

TIME: 11:00 AM

RECEIVED FROM: NUMBER 20000

AMOUNT: 3,900.00

THE SUM OF: Three Thousand Nine

Hundred DOLLARS

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

PROPERTY ADDRESS: 540 Eglinton Ave. W. #2002

LISTING AGENT: RAY GORTON

PROPERTY LISTED AS: ☒ RENTAL ☐ SALE

☐ OTHER EXCLUSIVE

RECEIVED BY: Eni 11.5



ZHANG

INTERNATIONAL MONEY ORDER / MANDAT INTERNATIONAL
04022 - BURNHAMTHORPE AND
CREDITVIEW
MISSISSAUGA, ON

5518 0098 0
2017-03-15

27-43248

NAME OF REMITTER / DONNEUR D'ORDRE
PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE
THE SUM OF
LA SOMME DE

TRANSIT NO
N° D'IDENTIFICATION

BRANCH
CENTRE BANCAIRE

KINGSWAY REAL ESTATE BROKERAGE*****

*****3,900.00

*****THREE THOUSAND NINE HUNDRED

CANADIAN DOLLAR CAD

NOT VALID FOR CASHING \$5,000

FOR CANADIAN IMPERIAL BANK OF COMMERCE
POUR LA BANQUE CANADIENNE IMPERIALE DE COMMERCE

NOT VALID FOR CASHING \$5,000 (POUR LA BANQUE CANADIENNE IMPERIALE DE COMMERCE)

TO
TIRE

CANADIAN IMPERIAL BANK OF COMMERCE
TORONTO
CANADA

[Signature]

CHEF EXECUTIF OFFICIER CHIEF DE LA DIRECTION

⑈551800980⑈ ⑈09502⑈010⑈ 04022⑈2743248⑈

Rental Application Residential

Form 410
for use in the Province of Ontario

I/We hereby make application to rent.....
from the day of 20..... for a monthly rental of \$.....
to become due and payable in advance on the day of each and every month during my tenancy.

1. Name: Tucker Wang Date of birth: 1990/01/28 SIN No. (Optional).....
Drivers License No. Occupation

2. Name: Jiang Wang Date of birth: 1972/04/16 SIN No. (Optional).....
Drivers License No. Occupation

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

Do you have any pets? If so, describe:

Why are you vacating your present place of residence?

LAST TWO PLACES OF RESIDENCE

Address: 3353 Midland Ave. Rd. Address: 3353 Midland Ave. Rd.

From: 2010/01/01 To: 2012/04/30 From: 2010/01/01 To: 2012/04/30

Name of landlord: Name of landlord:

Telephone: Telephone:

PRESENT EMPLOYMENT

Employer: Address:

Business address: Business telephone:

Position held: Length of employment:

Name of supervisor: Current salary range: Monthly \$

Name of supervisor: Current salary range: Monthly \$

Name of supervisor: Current salary range: Monthly \$

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Agreement to Lease **Residential**

This Agreement to Lease dated this 12 day of March, 2017

TENANT (Lessee), Yuchen Zhang & Jiwanqi Yang
(Full legal names of all Tenants)

LANDLORD (Lessor), EYAT Canada Inc.
(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:
510 Curran Place #2602 Mississauga ON LSB 064

2. **TERM OF LEASE:** The lease shall be for a term of 2 Year commencing April 15th, 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 herewith (Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to Kingsway Real Estate Brokerage "Deposit Holder"

in the amount of Three Thousand Nine Hundred

Canadian Dollars (CDN\$ 3,900.00) 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: Single Family Residence

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

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water heater rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Telephone & Internet</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Tenant Insurance</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax; if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S): YJ

INITIALS OF LANDLORD(S): EH

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7. **PARKING:** 1 Parking

8. **ADDITIONAL TERMS:** 1 Locker

Tenant voluntarily agrees to pay additional 4 additional months of rent to be applied to the 20th, 21st, 22nd and 23rd month of rent prior to the lease commencement.

Last month to allow tenants move & install furniture before possession. Tenant shall insurance starting from moving date

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 until 11:59 p.m. on the 14 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. 905-277-0020

(For delivery of Documents to Landlord)

FAX No. 905-277-0020

(For delivery of Documents to Tenant)

Email Address: condo.sq1@gmail.com

(For delivery of Documents to Landlord)

Email Address: liraymond@yahoo.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.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. **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):

12 JT

INITIALS OF LANDLORD(S):

TH



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19. 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:

(Witness)

(Witness)

(Witness)

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

(Tenant or Authorized Representative)

(Tenant or Authorized Representative)

(Guarantor)

(Seal)

(Seal)

(Seal)

DATE

DATE

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:

(Witness)

(Witness)

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

(Landlord or Authorized Representative)

(Landlord or Authorized Representative)

(Seal)

(Seal)

DATE

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at 4:00 a.m. / p.m. 13 day of MARCH, 2017.

(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

Tel. No.

(Salesperson / Broker Name)

Co-op/Buyer Brokerage

Tel. No.

(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)

DATE 13 MARCH 2017

(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)

DATE

(Tenant)

DATE

Address for Service

Tel. No.

Tenant's Lawyer

Address

Email

Tel. No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

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

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

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

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the 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), Yuchen Zhang & Jiwanqi Yang, and

LANDLORD (Lessor), EYAT Canada Inc.

for the lease of 510 Curran Place #2602, Mississauga ON


dated the 12 day of March, 2017

This section intentionally left blank, see attached schedule A.

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

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 

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**Schedule "A" to Agreement to Lease
510 Curran Place #2602**

Page 1 of 2

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the parties.

Tenant agrees and acknowledges that he/she is responsible to deliver the rental payment to the Landlord on or before the first day of each rental period or extension of the original lease. For convenience purposes, tenant shall provide post dated cheques to Landlord for the term of the lease when taking possession of the property.

Tenant agrees to set up all utility accounts on the day possession starts and further agrees to pay all utility used during the whole lease terms and any extension thereof. Tenant agrees to show proof of utility accounts before accepting possession.

Tenant shall solely be responsible for his personal property located in the rented premises and shall obtain Tenant Insurance for liability of no less than One Million and their should cover their own contents; Tenant agrees to maintain Tenant insurance at the entire tenancy and any extension thereafter. Tenant agrees to show proof of such insurance prior to be given keys to the property and on renewal of the lease.

Landlord shall not in any event whatsoever be liable for or be responsible for any personal injury or death that may be suffered or sustained by the Tenant or any member of the Tenant's family, his guests, or any other person who may be upon the rented premises; or any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenant's family, his guests, or to any other person while such property is on the rented premises.

Tenant covenants to maintain, keep and leave the premises in any ordinary state of cleanliness and to repair any damage caused to the premises by his wilful or negligent conduct or that of person who are permitted on the premises by the Tenant, except to normal wear and tear.

Tenant shall not have the right to assign or sublet the whole or any part of the premises without the written consent of the Landlord; In the event that the Landlord consents to such assignment, the Tenant agrees to be responsible for all necessary charges such as commission / administrative costs for drawing up a new lease (one month rent + HST).

Only persons named on rental application form have the right to reside on the premises, additional persons whether temporary or long term should be approved by Landlord in writing before occupying.

Tenant hereby warrants that no one will be allowed to smoke inside the premises.

Tenant hereby agrees not to keep pets inside the premises.

Tenant covenants and agrees that the premises is to be used for Single Family Residential and will not be used for any illegal activity; Tenant further agrees to not to run any sort of business such as home day care, Airbnb or short term rentals using the property.


(Tenant)


(Landlord)

Schedule "A" to Agreement to Lease

Page 2 of 2

Tenant agrees to pay the Landlord a service charge of \$50.00 for each and every cheque that is NSF.

Tenant agrees to obtain written consent from the Landlord with respect to any physical changes of the leased premises; such as painting, wallpaper and broadloom etc. No taping of poster to the wall or to any doors on the subject property.

Landlord shall ensure that appliances, electrical, mechanical, HVAC and plumbing systems, as well as all appliances are in good working order at the commencement of the lease, any existing defects or malfunctions of the property and its chattels or fixtures shall be reported to landlord within 72 hours of Tenant being given possession by email or in writing.

In the event of any breakdown of appliances, electrical, mechanical, HVAC or plumbing system, Landlord will not be liable or responsible for damages, personal discomfort or any illness arising therefrom but the Landlord will carry out all necessary repairs in a reasonable time promptly and with best efforts; Tenant further agrees to pay a deductible of \$100.00 each time there is a repair incident. Landlord will pay the remainder of the repair cost.

Tenant acknowledges that under the Tenant Protection Act Section 20(1), the Landlord has the right to enter the rented premises within 8:00 a.m. to 8:00 p.m. Landlord or his Agent will give 24 hours notice to the Tenant before entering. Tenant further acknowledges that he/she cannot change the lock or add any additional lock on the rented premises without Landlord's written consent.

Tenant acknowledges that 60 days before the Lease expires, Tenant must inform the Landlord of his/her intention to renew the Lease. If the tenant decided to terminate the tenancy, the tenant must give the landlord at least 60 days written notice. The termination date must be the last day of the rental period.


Tenant further agrees to allow the Landlord to show the unit to prospective tenants during reasonable hours commencing 60 days prior to expiry of this lease. Tenant further agrees to allow the Landlord or his agent to install a lock box on the property during the showing period. Tenant should not refuse any showing appointments if overnight notice is provided.

Tenant agrees to professionally clean the property and hand back the property to the landlord in the same condition as it was on the first day of tenancy except normal wear and tear. The property must be in ready to move in condition for the next Tenant.

Tenant agrees to pay a \$200 deposit for two unit keys, one mailbox key, one locker room key and two FOBs. Such deposit shall be refundable at the end of the lease when all keys and remotes are returned to the Landlord.

All requests from Tenant unless made prior to this Agreement to Lease being accepted, Tenant agrees to accept the property in as is condition.


(Tenant)


(Landlord)

Schedule B
Agreement of Purchase and Sale

Form 105
for Use in the Province of Ontario

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

BUYER, Yuchen Chang and Jinxing Yang, and
SELLER, Eyal Canada Inc.

for the property known as 510 Curran Place # 2602 Mississauga

dated the 12th day of March, 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 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 charges, 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 and 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): YJ JY

INITIALS OF SELLER(S): TH



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Form 105 Revised 2008 Page 1 of 1
WEBForms® Nov/2012

The REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

Critical Information

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: Jiwangi Yang & Yuchen Zhang

I/we have read, understand, and have received a copy of Working with a REALTOR®

Sellers: As seller(s), I/we understand that

(Name of Brokerage)	
(Initial one)	Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.
(Initial one)	Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.
(Signature)	(Date)
(Signature)	(Date)

Buyers: As buyer(s), I/we understand that

(Name of Brokerage)	
(Initial one)	Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.
(Initial one)	Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.
(Signature)	(Date)
(Signature)	(Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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Confirmation of Co-operation and Representation

BUYER: Yuchen Zhang & Jiwanqi Yang

SELLER: EYAT Canada Inc

For the transaction on the property known as 510 Custer Place #2602 Mississauga ON

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

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

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

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - ☒ The Listing Brokerage is providing Customer Service to the Buyer.

- b) ☐ **MULTIPLE REPRESENTATIONS:** 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
- or:
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
 - ☐ by the Buyer directly

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

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

YZJY

BUYER

CO-OPERATING/BUYER BROKERAGE

TH

SELLER

LISTING BROKERAGE

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

CO-OPERATING BROKERAGE- REPRESENTATION:

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

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
One Month Plus HST
(Commission As Indicated in MLS® Information) to be paid from the amount paid by the Seller to the Listing Brokerage.
b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the CREA 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)

(Name of Co-operating/Buyer Brokerage) <u>151 CITY CENTRE DRIVE #300 MISSISSAUGA</u> Tel: _____ Fax: <u>(905) 277-0020</u> Date: _____ (Authorized to bind the Co-operating/Buyer Brokerage) (Print Name of Broker/Salesperson Representative of the Brokerage)	(Name of Listing Brokerage) _____ Tel: _____ Fax: _____ Date: _____ (Authorized to bind the Listing Brokerage) (Print Name of Broker/Salesperson Representative of the Brokerage)
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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.

TSJ

BUYER'S INITIALS


TH

SELLER'S INITIALS

ACKNOWLEDGEMENT

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

(Signature of Buyer) <u>[Signature]</u> Date: <u>Mar 12</u>	(Signature of Seller) <u>[Signature]</u> Date: <u>12 MAR 2017</u>
(Signature of Buyer) <u>[Signature]</u> Date: <u>Mar 12</u>	(Signature of Seller) <u>[Signature]</u> Date: _____

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3240 Mavis Road
Mississauga, Ontario, L5C 3K1
Tel: 905-273-7425
Fax: 905-566-2731

PLEASE RESPOND WITHIN 5 DAYS TO AVOID DISCONNECTION OF SERVICE

RESIDENTIAL APPLICATION FOR SERVICE

OCCUPANT 1: (THIS NAME WILL APPEAR ON THE BILL) PLEASE PRINT

First Name: Yuchen Last Name: Zhang
Date of Birth(dd/mm/yy): 05 / 01 / 1994 Business Telephone: _____
Drivers License Number: _____ Email Address: Wabmeyc@gmail.com
Home Telephone: _____ Cell Telephone: 647 - 808 - 2029
Previous Address: _____ Additional Hydro Acct. No. _____
Employer Name: Student - University of Toronto
Employer Address: _____

OCCUPANT 2: PLEASE PRINT

First Name: Jinang Last Name: Yang
Date of Birth(dd/mm/yy): 16 / 04 / 1997 Business Telephone: _____
Drivers License Number: _____ Email Address: yangjinang77@hotmail.com
Home Telephone: _____ Cell Telephone: 416 - 836 - 5288
Previous Address: _____
Employer Name: Student - University of Toronto
Employer Address: _____

Service Address: 510 WILLOW PLACE 2602 L5B0G4
Street Number Street Name Unit/Apartment Number Postal Code

Official Lease Date / Closing Date (dd/mm/yy): 15 / 04 / 2017

Please Check One: Owner ☐ Tenant ☒

Landlord First Name: Talal Landlord Last Name: Hammad
Landlord Telephone: 647 - 972 - 2477

I/We, the undersigned

- Certify all the information above to be true and complete;
- Authorize and consent for a third party to submit information to Enersource Hydro Mississauga for the sole purpose of commencing service;
- Authorize and consent to the receipt and provision of account information from credit grantors, credit bureaus and suppliers of services;
- Understand that accounts are assessed from time to time and those that fail to maintain a good payment history in accordance with Enersource Hydro Mississauga's Conditions of Service may have a security deposit invoiced as required;
- Hereby request Enersource Hydro Mississauga to supply distribution services at the above notes premises, and agree to accept distribution services from Enersource Hydro Mississauga in accordance with the Conditions of Service and in so accepting, agree to pay Enersource Hydro Mississauga at the authorized rates from the date the service commences.
- Understand that a \$20 Change of Occupancy Charge will be included on your initial bill.

Signature Occupant 1: [Signature]

Date (dd/mm/yy): 12 / 03 / 2017

Signature Occupant 2: [Signature]

Date (dd/mm/yy): 12 / 03 / 2017

The above information is required to provide you with and bill you for electric service. At least one piece of identifying information is required to assist us in the collection of payments and credit reference information. As a new occupant, a security deposit is required. By authorizing us to perform an external credit check, the security deposit may be waived. A charge of \$15.00 plus HST will be debited to your account.
Please call (905)273-7425 or fax this form to (905) 566-2731 to register for electric service.



Royal Bank of Canada
Banque Royale du Canada
2655 HAZELTON PLACE
MISSISSAUGA, ON

57807578 0-516

DATE 20170214
1/4 3/4 1/2

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE AMOON DEVELOPMENT CITY CENTRE CORP

\$3,390.00

EXACTLY \$3,390.00

RECEIPT / RCVZ NO. 2602 AND 3010

CANADIAN DOLLARS / CANADIENS

PURCHASER NAME / NOM DE L'ACHETEUR

Alumina Shop

PURCHASER ADDRESS / ADRESSE DE L'ACHETEUR

Alumina

COUNTERSIGNED / CONTRESIGNÉ

#57807578# 6001440036 099001305#

Leasing fee for:

PSV2 2602 - \$1500 + HST

PSV2 3010 - \$1500 + HST

Total - \$3,390



Canadian Imperial Bank of Commerce
6931 Derry Road
Milton, On,
L9T 7H5

February 1st, 2017

Attn: **Amacon Development Corp.**

Re: CIBC Mortgage Approval- Talal Hmaidan/Eyat Canada Inc.

Amacon Development Corp.
2602-510 Curran Place, Mississauga, Ontario

To Whom It May Concern:

As per your request, we are confirming an approval for our mutual client Talal Hmaidan for the above stated unit purchased from you.
Approval is subject to completion of an appraisal as well as all standard conditions and requirements.

Purchase price; \$422,900
Mortgage Amount ; \$274,885
Down Payment; \$ \$148,015

Sincerely,

Sal El-Hoss
Mortgage Advisor
CIBC MORTGAGES AND LENDING
T: 905-299-1591
Sal.el-hoss@cibc.com

中央人民共和國外交部駐外各國
使館是時對國人予以應有的援助和
善的協助。

本行特設 專人 辦理 各項 存款 利息 優厚 手續 簡便 歡迎 各界 光臨 惠顧 本行 地址 在 上海 南京路 門牌 一百 號 電話 二二 二二 號

THE UNIVERSITY OF CHICAGO

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*POCHNZHANG<YUCHEN>>>>>>>>>>>>>>>>>>
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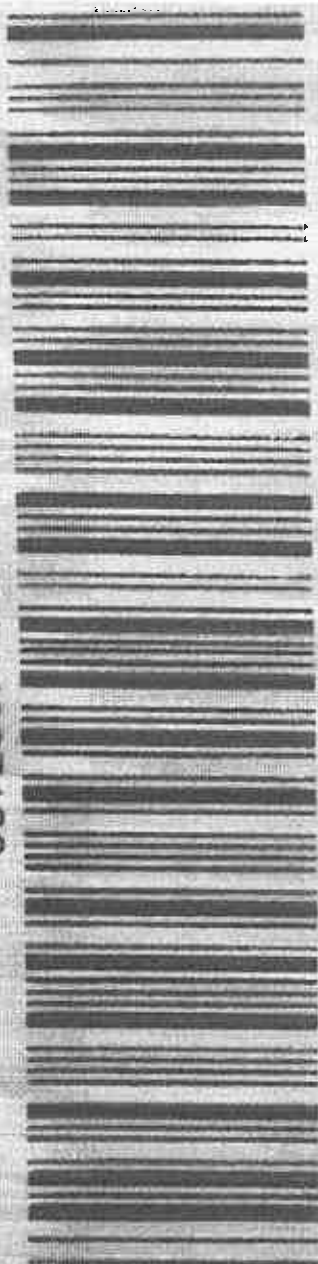
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TORONTO



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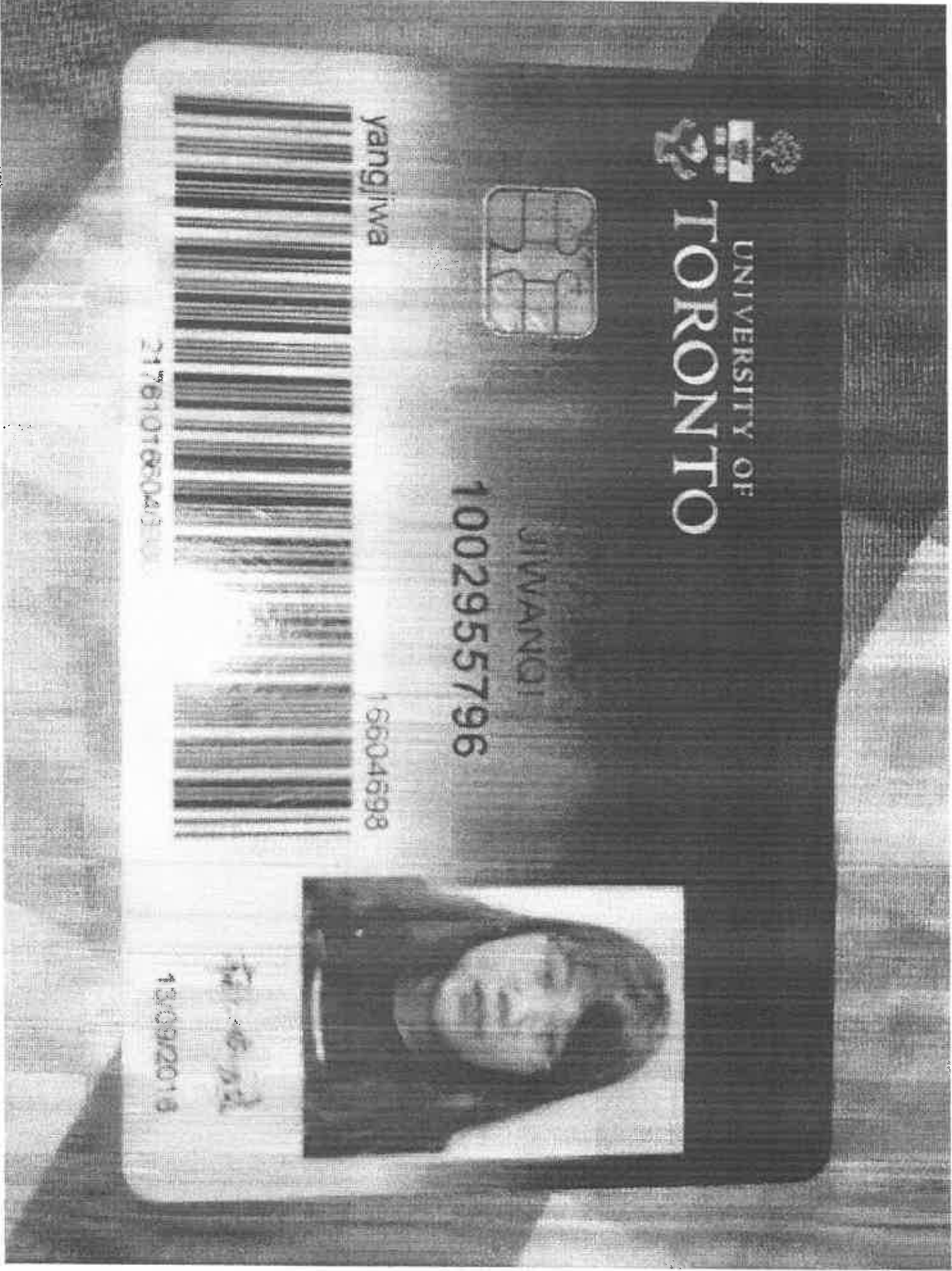


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