

Worksheet

Leasing

Suite: 1202 Tower: One Date: May 31, 2017 Completed by: Dragana

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 Amazon to verify
- Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amazon City Centre Seven New Development Partnership ✓
- Agreement must be in good standing. Funds in Trust: \$ Amazon to verify
- 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 Amazon to verify
- The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes:

Sent to Amazon June 6, 2017.

PSV - TOWER ONE

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
DENZIL C. COUTINHO and OSWIN BENEDITO PAES (the "Purchaser")

Suite 1202 Tower ONE Unit 2 Level 12 (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 sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- (d) the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- (e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of One Thousand Five Hundred Dollars (\$1,500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable.

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

IN WITNESS WHEREOF the parties have executed this Agreement

DATED at Mississauga, Ontario this 24 day of April 2017.

Denzil C. Coutinho
Witness:

Denzil C. Coutinho
Purchaser: DENZIL C. COUTINHO

Oswin Benedito Paes
Witness:

Oswin Benedito Paes
Purchaser: OSWIN BENEDITO PAES

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 27 day of April 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:

[Signature]
Authorized Signing Officer

I have the authority to bind the Corporation



Agreement to Lease
Residential

Toronto
Real Estate
Board

Form 400

for use in the Province of Ontario

This Agreement to Lease dated this 30 day of May, 2017

TENANT (lessee), China Southern Airlines Co Ltd, Vancouver (Chengming Yan)

(full legal names of all tenants)

LANDLORD (lessor), Denizil C. Coutinho & Owin Benedito Paes

(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:
#1202-4011 BRICKSTONE MEWS

Mississauga L5B 0J7

2. TERM OF LEASE: The lease shall be for a term of 1 year commencing June 9th, 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 Two Thousand

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 in 48 hours after acceptance
by negotiable cheque payable to R/Max Performance Realty Inc.
in the amount of Four Thousand

Canadian Dollars (CDN\$ 4,000.00) 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 residential

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

	LANDLORD	TENANT	LANDLORD	TENANT
Gas	☐	☐	Cable TV	☒
Oil	☐	☐	Condominium/Cooperative fees	☐
Electricity	☐	☒	Garbage Removal	☐
Hot water heater rental	☐	☐	Other:	☐
Water and Sewerage Charges	☒	☐	Other:	☐

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):

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INITIALS OF LANDLORD(S):

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7. **PARKING:** one underground parking spot & one locker are included in the lease
8. **ADDITIONAL TERMS:** The landlord will be responsible to negotiate with the builder to install all the window covers in the unit no later than 9th of June, 2017.

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

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant [Landlord/Tenant] until 4:00 p.m. on the 31

day of May, 2017, after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

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

FAX No.: [for delivery of Documents to Landlord] FAX No.: [for delivery of Documents to Tenant]

Email Address: dlukaroska@gmail.com Email Address: zhao.onebridge@gmail.com

[for delivery of Documents to Landlord] [for delivery of Documents to Tenant]

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.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): TU **INITIALS OF LANDLORD(S):** OP B

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20. BINDING AGREEMENT: This Agreement and acceptances 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) DATE 2017/5/30
(Seal)
(Witness) (Tenant or Authorized Representative) DATE
(Seal)
(Witness) (Guarantor) DATE
(Seal)

We/1 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) DATE 5/31/2017 | 12:35 PM EDT
(Seal)
(Witness) (Landlord or Authorized Representative) DATE 5/31/2017 | 3:54 PM EDT
(Seal)

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

(Witness) (Spouse) DATE
(Seal)

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 a.m./p.m. this day of 20.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)	
Listed Brokerage	ORION REALTY CORPORATION
	DRAGANA NESTOROVSKI
	(Salesperson / Broker Name)
Co-op/Tenant Brokerage	RE/MAX PERFORMANCE REALTY INC.
	CHENGHAO ZHAO
	(Salesperson / Broker Name)
	Tel.No. (416) 733-7784
	Tel.No. (905) 270-2000

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) (Tenant) DATE 5/31/2017 | 12:35 PM EDT
(Signature of Landlord or Tenant)

(Landlord) (Tenant) DATE 5/31/2017 | 12:35 PM EDT
(Signature of Landlord or Tenant)

Address for Service Tel.No.

Landlord's Lawyer Tel.No.

Address Tel.No.

Email Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Cooperating Brokerage shown on the foregoing Agreement to Lease:
In consideration for the Cooperating 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 foregoing Agreement to Lease.
(Dragana Nestorowski)
(Authorized to bind the Listing Brokerage)

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

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OREA Ontario Real Estate Association
Schedule A
Agreement to Lease – Residential
Form 401
for use in the Province of Ontario

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

TENANT (Lessee), China Southern Airlines Co Ltd., Vancouver (Chengming Yan), and

LANDLORD (lessor), Denzil C. Coutinho & Owin Bendito Paes

for the lease of #1202 - 4011 Brickstone Mews Mississauga

L5B 0J7 dated the 30 day of May, 2017

TENANT AND LANDLORD AGREE THAT AN ACCEPTED AGREEMENT TO LEASE SHALL FORM A COMPLETED LEASE AND NO OTHER LEASE WILL BE SIGNED BETWEEN THE PARTIES.

The Buyer hereby covenants with the Seller and with the Condominium Corporation that the Buyer, members of the household, and guests, will comply with the Condominium Act, the Declaration, the Bylaws and all Rules and Regulations, in using the unit and the common elements, and will be subject to the same duties imposed by the above as those applicable to other individual unit owners.

The Tenant agrees with the Landlord to pay rent, keep the premises in an ordinary state of cleanliness, and repair in full any damage caused to the premises by his or her willful or negligent conduct or that of persons who are permitted on the premises by him. For the duration of the Lease Term the Tenant shall be responsible for the first (\$60) Sixty Canadian Dollars of all normal wear and tear repairs that occur in the unit, including change of light bulbs, (HVAC) furnace filters, etc.

The Tenant agrees not to make any changes to the decor or the physical structure of the existing premises without the prior consent of the landlord or his authorized agent.

The Tenant acknowledges and agrees that pets are not permitted on the premises.

The Tenant agrees not to smoke in the apartment.

The Tenant acknowledges that the use of illegal substances of ANY kind is not permitted on the premises.

The Tenant further covenants to leave the premises in an ordinary state of cleanliness upon termination of this lease.

The Tenant agrees to directly deposit or deliver a cheque by mail to The Landlord on or before the 1st day of each month to cover the monthly rental payments. Tenant is responsible for a penalty charge of \$50.00 for any returned cheques.

The Tenant agrees to provide the landlord with \$200 refundable security deposit in the form of a cheque payable to the landlord, before taking occupancy of the unit, for the use of keys and fobs. This deposit shall be returned to the tenant when all of the keys and fobs are returned to the Landlord and all are in good working order.

Landlord agrees to provide the tenant with TWO SETS of keys and access fob to the building, parking, suite, and mailbox at his own expense at closing.

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

INITIALS OF TENANTS:

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INITIALS OF LANDLORD(S):

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Schedule A Agreement to Lease – Residential

Form 401 for use in the Province of Ontario

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

TENANT (Lessee), China Southern Airlines Co Ltd., Vancouver (Chengming Yan), and

LANDLORD (Lessor), Denizil C. Coutinho & Owain Bendito Paes

for the lease of #1202 - 4011 Brickstone Mews

Mississauga

L5B 0J7 dated the 30 day of May, 2017

The Tenant agrees that no other than those listed in the rental application submitted in addition to this offer to lease will regularly occupy the unit and he will not assign nor sublet the premises to a sub-tenant without the consent of the landlord. Such consent shall not be arbitrarily or unreasonably withheld.

The following items belonging to the Landlord are to remain on the premises for the Tenant's use: Fridge, Stove, Microwave, Dishwasher, Washer, Dryer, all existing and belonging to the Landlord Electrical Light fixtures. The Landlord warrants that the appliances will be in good working condition at the commencement of the lease and the Tenant warrants that the appliances will be in good working condition at the end of the lease term. Tenant agrees to keep said appliances in a state of ordinary cleanliness at the Tenant's cost.

Sixty Days Prior to the expiry of the lease (in the event that this lease is not renewed), the Tenant hereby agrees to cooperate with the landlord and show the premises to prospective clients during reasonable hours with properly booked appointments, and to allow the landlord to affix a FOR SALE or FOR RENT sign on the property.

The Tenant acknowledges that the landlord's Insurance on the premises does not provide coverage for the tenant's personal property, nor liability coverage on behalf of the tenant. Hence, the tenant is responsible to insure his belongings and to have adequate liability coverage and give evidence of obtaining "Tenant's Insurance" before closing. The Tenant must continue the insurance until the end of the lease and must provide the evidence of continued coverage on every renewal occasion. Proof of this insurance policy must be presented to the Landlord or their authorized representative prior to occupancy, and such proof may be requested at any time during the tenancy period.

The Tenant acknowledges that a Hydro account needs to be set up under the tenants name as of the first day of the commencement of the Lease Term. Proof of the Hydro account must be presented to the Landlord or their authorized representative prior to occupancy, and such proof may be requested at any time during the tenancy period.

Only if specifically required as per this Agreement to Lease, the Tenant will need to set up other utility services (i.e. Water, Gas, Etc.) under the Tenant's name, and show proof of such accounts to the Landlord or their authorized representative prior to occupancy, and such proof may be requested at any time during the tenancy period.

The Tenant shall have the right to renew the lease after the expiration of the term hereby granted, provided that the tenant has performed faithfully all the terms and conditions of the existing lease, under the same terms and conditions for a further term of one year, provided the tenant shall give written notice to the landlord of the tenant's intention to exercise his right to renew no later than 60 days prior to the termination of this lease, failing which the right of renewal shall be null and void and of no effect. The rent increases for this term shall be in accordance with the guidelines set by the Rent Control Board of the

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

INITIALS OF TENANTS:

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INITIALS OF LANDLORD(S):

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Ontario Real Estate
Association

Schedule

A

Form 401

Agreement to Lease – Residential

for use in the Province of Ontario

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

TENANT (Lessee), China Southern Airlines Co Ltd., Vancouver (Chengming Yan), and

LANDLORD (Lessor), Denizil C. Coutinho & Owin Bendito Paes

for the lease of #1202 - 4011 Brickstone Mews Mississauga

LSB 0J7 dated the 30 day of May, 2017

Province of Ontario, once every twelve (12) months.

The Tenant agrees to allow the Landlord or Landlord's Representative access to the unit for the purpose of inspection, maintenance, or completion of uncompleted work, at any time provided that 24 hours notice is given to the Tenant.

The Deposit as per the first page of this Agreement to Lease, will be in the form of a WIRE TRANSFER payable to REMAX PERFORMANCE REALTY INC. Details and Instructions for the wire transfer will be provided to the Tenant by the Cooperating Broker or the accounting department at the Cooperating Brokerage.

The Cooperating Brokerage agrees to pay the Listing Brokerage the full amount of the deposit minus half month's rent plus HST as per Confirmation of Cooperating - commission to Cooperating Brokerage.

Mr. Chengming Yan personally guarantees timely rent payment. In an event, rent cheque is delayed, an interest @ 2% per month will be added to the outstanding rent, until paid.

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

INITIALS OF TENANTS:

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INITIALS OF LANDLORD(S):

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Schedule
Agreement of Purchase and Sale

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

BUYER, China Southern Airline Co Ltd (Chengming Yan),
SELLER, Denizil Coutinho & Avin Bendito Paes, and
for the property known as 1202 - 4011 Bridgstone Meadows,
Agreement of Purchase and Sale dated May 30th, 2017.

The Buyer acknowledges and agrees that the deposit holder (Re/Max Performance Realty Inc., Brokerage) discloses that the depositor's funds are being held in a variable interest rate account "In Trust", as specified by the Real Estate Business Brokers Act 2002 Section 27, at the current rate of Prime less 2%. Any interest paid to the Buyer is calculated on the net average daily credit balance at the rate of 1%. For all purposes of this notice, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or statutory holiday in the Province of Ontario. Should the amount of interest calculated be more than \$50.00 the deposit holder shall pay to the depositor the interest accrued on the successful completion of this transaction; otherwise the deposit holder will retain it. The Buyer agrees that this Schedule "B" forms a part of the terms of the Trust, No interest shall be paid to the Buyer unless the Buyer provides the deposit holder with a Social Insurance Number for use on the T5 forms by no later than thirty (30) days following the completion. Any interest cheques issued by the deposit holder and not negotiated within six (6) months following completion of the herein transaction shall be forfeited to the deposit holder.

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

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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RE/MAX Performance Realty Inc.

Form 105 Revised 2008
Reagency Systems Corp.
www.Reagency.ca 332165



Confirmation of Co-operation
and Representation

Toronto
Real Estate
Board

Form 320

for use in the Province of Ontario

BUYER: China Southern Airlines Co Ltd, Vancouver (Chengming Yan)

SELLER: Denzil C. Coutinho & Owin Benedito Paes

For the transaction on the property known as: #1202-4011 BRICKSTONE MEWS Mississauga L5B 0J7

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

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

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

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the Buyer;
 - 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)

BUYER:  CO-OPERATING/BUYER BROKERAGE:  SELLER:  LISTING-BROKERAGE: 

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

CO-OPERATING BROKERAGE- REPRESENTATION:

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

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
1/2 month rent + HST
[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)

RE/MAX PERFORMANCE REALTY INC.

(Name of Co-operating/Buyer Brokerage)

1140 BURNHAMTHORPE RD.W. MISSISSAUGA

Tel.: (905) 270-2000 Fax: (905) 270-0047

Chenghao Zhao Date: May 30th 2017

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

CHENGHAO ZHAO

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

ORION REALTY CORPORATION

(Name of Listing Brokerage)

200-465 BURNHAMTHORPE RI MISSISSAUGA

Tel.: (416) 733-7784 Fax: (905) 286-5271

DocuSigned by:

Dragana Nestorovski 5/31/2017 | 4:25 PM EDT

(Authorized to bind the Listing Brokerage)

8006304485438

DRAGANA NESTOROVSKI

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

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

ACKNOWLEDGEMENT

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

2017/5/30

DocuSigned by:

Oswin Pais

Date:

Oswin Pais

(Signature of Buyer/Seller)

5/31/2017 | 12:35 PM EDT

Oswin Pais

(Signature of Seller)

Date:

5/31/2017 | 3:54 PM EDT

(Signature of Seller)



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Signing Complete	Security Checked	5/31/2017 4:25:11 PM
Completed	Security Checked	5/31/2017 4:25:11 PM
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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:	•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.

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Offer Summary Document
For use with Agreement of Purchase and Sale



Form 801

for use in the Province of Ontario

For Brokerage submitting the offer on behalf of the Buyer:

When sent to the Listing Brokerage this form can be used as evidence that you have a written signed offer from a Buyer to the Seller.

REAL PROPERTY ADDRESS: 1202-4011 BRICKSTONE MEWS MISSISSAUGA L5B0J7 (the "property")
(municipal address and/or legal description)

for an Agreement of Purchase and Sale dated: the 30 day of May, 2017 ("offer")

This offer was submitted by: BROKERAGE: RE/MAX PERFORMANCE REALTY INC.

SALES REPRESENTATIVE/BROKER: Chenghao Zhao

I/We, China Southern Airlines Co Ltd (Chengming Yan)

DocuSigned by:
Chengming Yan
Buyer signature
Name of Buyer(s)
2017/5/30
Dated

have signed on offer for the property.

This offer was submitted, by email
(by fax, by email or in person)
May 2017 Irrevocable until p.m. on the 31 day of May, 2017
to the Listing Brokerage at p.m. on the 30 day of May, 2017
Buyer signature
Dated

(For Buyer counter offer - complete the following)

I/We, China Southern Airlines Co Ltd (Chengming Yan)

Name of Buyer(s)

have signed on offer for the property.

Buyer signature
Date
An offer was submitted, (by fax, by email or in person)
to the Listing Brokerage at a.m./p.m. on the day of
May 20 Irrevocable until a.m./p.m. on the day of May, 20

For Listing Brokerage receiving the offer:

SELLER(S): Oswin Paes

Denzi C Coutinho

SELLER(S) CONTACT: EMAIL

(ie. phone / email / fax)

LISTING BROKERAGE: ORION REALTY CORPORATION

SALES REPRESENTATIVE/BROKER: Oswin Paes

This offer was received, email
(by fax, by email or in person) by the Listing Brokerage at a.m./p.m. on the day of May, 2017 | 11:30 AM EDT

This offer was presented, email
(by fax, by email or in person) to the Seller(s) at a.m./p.m. on the day of May, 2017 | 11:30 AM EDT

Offer was: ☐ Accepted ☐ Signed Back/Countered ☐ Expired/Declined

Comments:



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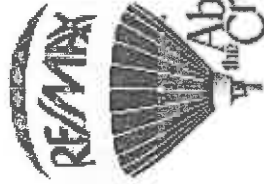
[illegible]

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Business card



RE/MAX Performance Realty Inc., Brokerage
1140 Burnhamthorpe Road West, Suite 141
Mississauga, Ontario L5C 4E9
Phone: (905) 270-2000 Fax: (905) 270-0047
Email: remax@remaxperformance.ca
www.remaxperformance.ca

Business Card

Date: June 2, 2017

Time: 10:57 AM

Received From: Chengming Yan (China Southern Airlines Co Ltd.)

Property Address: 4011 Brickstone Mews #1202

Amount: \$4,000.00 – Wire Transfer

Payable To: RE/MAX Performance Realty Inc., Brokerage

RE/MAX Performance Listing Agent
Chenghao Zhao

Received By (Staff Member Name):
Susan Savic

****NOTE: UNCERTIFIED CHEQUES ARE HELD FOR 10 BUSINESS DAYS FROM DAY OF DEPOSIT****

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Letter of Appointment

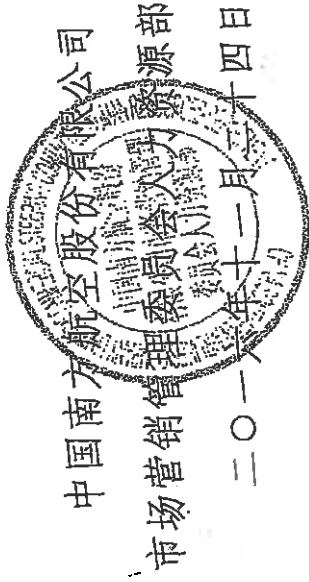
This is to appoint Yan Chengming (Date of Birth: April 11, 1981) as Airport Stationmaster of Toronto Office of China Southern Airlines Co., Ltd. for three years, from December 20, 2016 to December 19, 2019.

China Southern Airlines Company Limited Commercial Steering
Committee Human Resources Department (seal)

November 24, 2016

委任书

兹委任严成名（出生日期：1981年4月11日）为中国南方航空股份有限公司驻多伦多办事处机场站站长，任期三年，从2016年12月20日起至2019年12月19日止。



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2017-01-03

FIGURE 1

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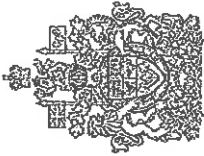
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CHENGMING YAN
2-1502-16 JINGHU AVENUE, XINYA STREET
GUANGZHOU HUADU 510410
CHINA

Application/Demande: W302401543
UC/IUC: 93257898

WORK PERMIT/PERMIS DE TRAVAIL

CLIENT INFORMATION/INFORMATION DU CLIENT

Family Name/Nom de Famille: YAN
Given Name(s)/Prénom(s): CHENGMING
Date of Birth/Date de naissance: 1981/04/11
Sex/Sexe: MALE
Country of Birth/Pays de naissance: CHINA
Country of Citizenship/Citoyen de: CHINA
Travel Doc No./N° du document de voyage: P01713984
PASSPORT

ADDITIONAL INFORMATION/INFORMATION SUPPLÉMENTAIRE

Date issued/Délivré le: 2017/03/17
Expiry Date/Date d'expiration: 2019/11/20
Case Type/Gentre de cas: 52
ESDC/IEDSC #: A0124277
Employer/Employeur: CHINA SOUTHERN AIRLINES COMPANY LIMITED
Employment Location/Emplacement de l'emploi: TORONTO
Occupation/Profession: STATION MANAGER
In Force/En vigueur le: 2017/03/17

Conditions:

1. NOT AUTHORIZED TO WORK IN CHILDCARE, PRIMARY/SECONDARY SCHOOL TEACHING, HEALTH SERVICE FIELD OCCUPATIONS.
2. MUST LEAVE CANADA BY 2019/11/20
3. UNLESS AUTHORIZED, PROHIBITED FROM ATTENDING ANY EDUCATIONAL INSTITUTION, OR TAKING ANY ACADEMIC, PROFESSIONAL OR VOCATIONAL TRAINING COURSE
4. NOT AUTHORIZED TO WORK IN ANY OCCUPATION OTHER THAN STATED.
5. NOT AUTHORIZED TO WORK FOR ANY EMPLOYER OTHER THAN STATED.

Remarks/Observations:
RTR14937

THIS DOES NOT AUTHORIZE RE-ENTRY/CECI N'AUTORISE PAS LA RÉ-ENTRÉE