Worksheet

Leasing

Suite: 1502 **Tower:** PSV 2 **Date:** July 20 **Completed by:** Audrey

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 @ 20%.
- Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership.
- Agreement must be in good standing. Funds in Trust: $ 80,380.00
- Copy of Tenant's ID
- Copy of Tenant's First and Last Month Rent 6 months in advance
- Copy of Tenant's employment letter or paystub
- Copy of Credit Check

  6 month in advance in lieu of credit check & letter
- Copy of the Purchasers Mortgage approval
- The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

Administration Notes: Approved by Stephanie at 6 mths

See Attached for Mortgage approval - this Mortgage agent wrote the incorrect unit # But will send revised. Please Approve in the meantime THX

KHURSHID ANWAR DOST OR
MR MUHAMMAD AYUB RANA
96 DUFFERIN AVE
BRANTFORD, ON N3T 4P8
(519) 759-[illegible]

311

DATE 2017-07-21
Y Y Y Y M M D D

PAY TO THE ORDER OF Dimacon City Centre New Development Partnership $ 1,695.00

One thousand Six hundred ninety five 00/100 DOLLARS

Security features included. Details on back.

0340-004
TD Canada Trust
CERTIFIED
JUL 2 1 2017
TD CANADA TRUST
70 MARKET STREET
BRANTFORD, O 0340 N3T 2Z7
0
0340-004

CERTIFIED CHEQUE
DO NOT DESTROY

TD Canada Trust
39 KING GEORGE AT CHARING CROSS
BRANTFORD, ONTARIO N3R 5K2

510 Curran Place
Unit # 1502

⑈311⑈ ⑆02242⑉004⑆ 9011500⑈

507251

FSV2

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and
KHURSHID ANWAR DOST and MUHAMMAD AYUB RANA (the "Purchaser")

Suite **1502** Tower **TWO** Unit **2** Level **14** (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 sublicencee to the Residential Unit or the balance of the Property by the sublicencee (including, but not limited to, any activities of the sublicencee 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 sublicencee including, but not limited to, a review of the sublicencee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicencee.

(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 21 day of July 2017.

Witness: ______________________ Purchaser: KHURSHID ANWAR DOST

Witness: ______________________ Purchaser: MUHAMMAD AYUB RANA

THE UNDERSIGNED hereby accepts this offer

DATED at Mississauga this 27 day of July 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: ______________________
Authorized Signing Officer
I have the authority to bind the Corporation

Orion Realty Corporation Brokerage

465 BURNHAMTHROPE RD W UNIT 200
MISSISSAUGA, ON L5M 0E3
PHONE: 416-733-7784
FAX: 905-286-5271

RECEIPT

DATE: July 21, 2017 TIME: 3:32pm

RECEIVED FROM: Bashar Zakaria

ITEM: ☐ CERTIFIED CHEQUE ☑ BANK DRAFT ☐ CHEQUE ☐ OTHER

AMOUNT($): 13,800.00

PAYABLE TO: ☑ ORION REALTY CORPORATION, BROKERAGE

PROPERTY: 510 Curran Pl 1502

FOR: ☑ LEASE ☐ SALE

RECEIPT BY: Becky

☑ COPY FOR CLIENT(S)

☑ COPY FOR LISTING AGENT

BMO Bank of Montreal · Banque de Montréal

CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS

779786

100 CITY CENTRE DRIVE
MISSISSAUGA, ONTARIO, CANADA L5B 2C9

DATE 2017 07 21
Y/A M/M D/J

CTI

Pay to the order of / Payez à l'ordre de ORION REALTY CORPORATION $ 13,800.00

BANK OF MONTREAL 13800.00 /100 Canadian Dollars Canadiens

for Bank of Montreal/pour la Banque de Montréal

Name of remitter / Nom de l'expéditeur

Address of remitter / Adresse de l'expéditeur

Signing Officer / Signataire

Signing Officer / Signature

⑆06952⑈001⑆ 0494027797864⑈ 90

OREA Ontario Real Estate Association

Form 400
for use in the Province of Ontario

Agreement to Lease
Residential

This Agreement to Lease dated this 20 day of July 2017

TENANT (Lessee), BASHAR ZAKARIA
(Full legal names of all Tenants)

LANDLORD (Lessor), Kurshid Anwar Dost & Muhammad Ayub Rana
(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:
1502 -510 CURRAN PL Mississauga L5B 0J8

2. **TERM OF LEASE:** The lease shall be for a term of 1 YEAR commencing AUGUST 1, 2017

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of
Two Thousand Three Hundred Canadian Dollars (CDN$ 2,300.00),
payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance
(Herewith/Upon acceptance/as otherwise described in this Agreement)
by negotiable cheque payable to ORION REALTY CORPORATION "Deposit Holder"
in the amount of ~~Nine Thousand Two Hundred~~ Thirteen thousand eight hundred ——
Canadian Dollars (CDN$ ~~9,200.00~~ 13800) 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 ~~3~~ 5 months month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

BZ DBST RANA

BZ DBST RANA

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

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

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: N/A	☐	☐
Water and Sewerage Charges	☒	☐	Other: N/A	☐	☐

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): BZ **INITIALS OF LANDLORD(S):** DBST RANA

7. PARKING: ....

1 SPOT INCLUDED.

8. ADDITIONAL TERMS: ....

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

10. IRREVOCABILITY: This offer shall be irrevocable by Tenant (Landlord/Tenant) until 7:00 p.m. on the 20 day of July, 20 17, 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.: 416-733-7784 (For delivery of Documents to Landlord) FAX No.: 905-277-0020 (For delivery of Documents to Tenant)

Email Address: audrey@orionrealestate.ca (For delivery of Documents to Landlord) Email Address: arioamam@gmail.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.ltb.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): BZ **INITIALS OF LANDLORD(S):** DD

2/9

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Tenant or Authorized Representative) B. ZAKARIA (Seal) DATE 20/7/2017

(Witness) (Tenant or Authorized Representative) (Seal) DATE

(Witness) (Guarantor) (Seal) DATE

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) X K.A.DOST (Landlord or Authorized Representative) K. Dost (Seal) DATE 7/20/17

(Witness) X M.A. RANA (Landlord or Authorized Representative) M. Rana (Seal) DATE 7/20/17

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

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at 8 a.m./p.m. this 20th day of July 20 17.

K.A. DOST X
(Signature of Landlord or Tenant)
M.A. RANA

INFORMATION ON BROKERAGE(S)

Listing Brokerage ORION REALTY CORPORATION Tel No (416) 733-7784
AUDREY GRUBESIC
(Salesperson / Broker Name)

Co-op/Tenant Brokerage KINGSWAY REAL ESTATE BROKERAGE Tel No (905) 268-1000
ARIO MOGHADDAM
(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.

X (Landlord) K. Dost K.A. DOST DATE 20/7/17

X (Landlord) M. Rana M.A. RANA DATE 20/7/17

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) B. ZAKARIA DATE 20/7/2017

(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)

3/9

OREA Ontario Real Estate Association

Form 400
for use in the Province of Ontario

Schedule A
Agreement to Lease - Residential

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

TENANT (Lessee), BASHAR ZAKARIA ...., and

LANDLORD (Lessor), Kurshid Anwar Dost & Muhammad Ayub Rana

for the lease of # 1502 -510 CURRAN PL Mississauga

L5B 0J8 .... dated the 20 day of July 20 17

SEE ATTACHED SCHEDULE

This form must be initialled by all parties to the Agreement to Lease

INITIALS OF TENANT(S): BZ **INITIALS OF LANDLORD(S):** DPSI RANA

4/9

OREA Ontario Real Estate Association

Form 401
for use in the Province of Ontario

Schedule A

Agreement to Lease – Residential

Toronto Real Estate Board

BZ

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

TENANT (Lessee), Bashar Zakaria, and

LANDLORD (Lessor), Khurshid Anwar Dost & Muhammad Ayub Rana

for the lease of 1502 - 510 Curran Pl. dated the 20 day of July, 20 17.

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 wilful 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 deliver to the Landlord [illegible] BZ post-dated cheques covering the monthly rental payments payable to Kurshid Anwar Dost & Muhammad Ayub Rana on the closing of this transaction and a further 12 post-dated cheques on each anniversary date of the lease (if he chooses to renew). Tenant is responsible for a penalty charge of $50.00 for any returned cheque.

BZ

The Tenant agrees to provide the Landlord with $200 refundable security deposit in the form of a cheque payable to Kurshid Anwar Dost & Muhammad Ayub Rana 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 ONE SET of keys and access fobs to the building, parking, suite, and mailbox at his own expense at closing.

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

INITIALS OF TENANTS: BZ

INITIALS OF LANDLORD(S): DOST RANA

5/9

WEBForms® Dec/2015

OREA Ontario Real Estate Association

Schedule A

Agreement to Lease – Residential

Toronto Real Estate Board

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), Bashar Zakaria BZ, and

LANDLORD (Lessor), Kurshid Anwar Dost & Muhammad Ayub Rana

for the lease of 1502 - 510 Curran PL

dated the 20 day of July, 20 17

DDST RANA

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 the 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 provide proof 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 initialled by all parties to the Agreement to Lease.

INITIALS OF TENANTS: BZ

INITIALS OF LANDLORD(S): DDST RANA

6/9

OREA Ontario Real Estate Association

Form 401
for use in the Province of Ontario

Schedule A
Agreement to Lease – Residential

Toronto Real Estate Board

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

TENANT (Lessee), Bashar Zakaria BZ, and

LANDLORD (Lessor), Kurshid Anwar Dost & Muhammad Ayub Rana

for the lease of 1502 – 510 Curran PL

dated the 20 day of July, 20 17

D/51
RANA

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 the Agreement to Lease, must be in the form of a Bank Draft or Certified Cheque payable to ORION REALTY CORPORATION BROKERAGE

Tenant acknowledges that the suite has that is new and may have incomplete work and some of the condominium facilities may not be immediately available for use. Further, some area of the condominium may still be under construction at the time of occupancy. The Tenant shall not make any claims against the Landlord for any inconvenience as a result of such construction and repairs. Tenant agrees to allow the Builder's/ Landlord's customer service and /or trade's people access to the unit during normal business hours to do repair and touch up work to the unit, as required. Landlord agrees to give notice to the tenant at least 24 hours before the time of entry.

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

INITIALS OF TENANTS: BZ

INITIALS OF LANDLORD(S): D/51 RANA

WEBForms® Dec/2015

BUYER: BASHAR ZAKARIA

SELLER: Kurshid Anwar Dost & Muhammad Ayub Rana

For the transaction on the property known as: # 1502 -510 CURRAN PL Mississauga L5B 0J8

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

☐ 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)

BZ	MM	DD KR	
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) [X] 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) [X] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property HALF MONTH'S RENT + 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 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)

KINGSWAY REAL ESTATE BROKERAGE (Name of Co-operating/Buyer Brokerage)	ORION REALTY CORPORATION (Name of Listing Brokerage)
195 COUNTY COURT BLVD #10(BRAMPTON	200-465 BURNHAMTHORPE RI MISSISSAUGA
Tel: (905) 268-1000 Fax: (905) 277-0020	Tel: (416) 733-7784 Fax: (905) 286-5271
(Authorized to bind the Co-operating/Buyer Brokerage) Date 18/7/2017	(Authorized to bind the Listing Brokerage) Date 7/20/17
ARIO MOGHADDAM (Print Name of Broker/Salesperson Representative of the Brokerage)	AUDREY GRUBESIC (Print Name of Broker/Salesperson Representative of the Brokerage)

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

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

BUYER'S INITIALS **SELLER'S INITIALS**

ACKNOWLEDGEMENT

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

(Signature of Buyer) BASHAR ZAKARIA Date 20/7/2017

(Signature of Buyer) Date

(Signature of Seller) K. Dost Date:

(Signature of Seller) M. Rind Date:

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التجديدات
RENEWALS

توقيع صاحب الجواز
SIGNATURE OF THE HOLDER

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THE HASHEMITE KINGDOM OF JORDAN المملكة الأردنية الهاشمية

جواز سفر
Passport

Type / النوع P	Country Code / رمز الدولة JOR	Passport No. / رقم جواز السفر M814057

Name / الاسم
BASHAR GHASSAN KAMAL ZAKARIA
بشار غسان كمال زكريا

Date of Birth / تاريخ الولادة
01 AUG/ آب 1987

Sex / الجنس
M ذكر

Date of Issue / تاريخ الإصدار
20 APR/ نيسان 2014

Date of Expiry / تاريخ الانتهاء
19 APR/ نيسان 2019

National No. / الرقم الوطني
9871005688

Place of Birth / مكان الولادة
AMMAN عمان

Mother's Name / اسم الأم
MAYSOON ميسون

Authority / سلطة الإصدار
WEST AMMAN عمان الغربية

P<JORZAKARIA<<BASHAR<GHASSAN<KAMAL<<<<<<<<<<<

M814057<<1JOR8708014M1904194987100568<<<<84

Letter of Agreement

BMO Bank of Montreal

195 Henty Street
Brantford, Ontario
N3S 5C9

unit # to be Revised

June 27, 2017

1573227 ONTARIO INC. AND KHURSHID ANWAR DOST
1202-510 CURRAN PLACE,
MISSISSAUGA, ONTARIO L5B 0G4

Attention: **1573227 ONTARIO INC. AND KHURSHID ANWAR DOST**

LETTER OF AGREEMENT

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following credit Facilities for **1573227 ONTARIO INC. AND KHURSHID ANWAR DOST** (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

In this Letter of Agreement, certain capitalized terms are defined in Schedule A hereto. Please refer to Schedule A for the meaning of such terms.

Borrower(s):	1573227 ONTARIO INC. AND KHURSHID ANWAR DOST **(the "Borrower")**
Guarantor(s):	KAMRAN BILL. DOST,KHURSHID ANWAR. DOST, **(the "Guarantor(s)")**
Total Facility Limit:	The total approved amount of all facilities shall not exceed $327,920.00 at any time.

	Facility # 1
Facility Authorization:	$327,920.00
Type of Loan:	Residential Mortgage
Purpose:	Property Financing; 1202-510 CURRAN PLACE, MISSISSAUGA, ONTARIO L5B 0G4
Interest Rate:	To be determined depending on term selected. Note: Interest on Advances shall be calculated on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.
Repayments:	Subject to specific agreements
Currency:	CAD
Prepayments:	Subject to specific agreements
Maximum Term:	Subject to specific agreements
Maximum Amortization:	300 months
Maturity Date:	The last day of the month determined based on the term selected and the date of advance.

Conditions Precedent to Advances:

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.
2. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
3. Receipt of all documents and legal opinions required by BMO with respect to the beneficial (true) owner of the Mortgaged Property and the charge of such interest delivered by such owner to BMO.
4. Receipt of satisfactory Environmental Review, Compliance Certificate and Indemnity for Mortgaged Property executed by the Borrower in favour of BMO.
5. Receipt of satisfactory evidence of compliance with all applicable building and zoning by-laws and building and fire codes with regard to the use, occupancy and construction of Mortgaged Property.
6. Receipt of Municipal tax certificate confirming all property taxes have been paid to date on Mortgaged Property.
7. Receipt of satisfactory Rent Roll certified by an officer of the Borrower for Mortgaged Property(ies).
8. Receipt of copies of all signed leases (including all amendments) with all current tenants of all or part of Mortgaged Property.

9. Receipt of copy of the executed lease agreement between the landlord and Borrower (as tenant) for the premises of the Borrower.
10. Satisfactory review (site visit) of the Mortgaged Property, and the condition of the improvements thereon.
11. Receipt of satisfactory appraisal of 311-510 Curran Place, Mississauga, Ont. from an appraiser or agrologist satisfactory to BMO confirming a minimum market value of $536,900.00, together with a letter by the appraiser or agrologist addressed to BMO confirming that BMO may rely on the appraisal for financing purposes.

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule D.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided
2. Delivery of an Up to Date or Existing survey/certificate of location of Mortgaged Property(ies) and all buildings located on the Mortgaged Property(ies), prepared by a surveyor licensed in the jurisdiction in which the property(ies) is/are located, which:
   - bears the name, address and signature of the surveyor, his official seal and licence number (any, or both), the date of a survey, and
   - includes a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the property is located
3. Registered first-ranking Conventional Mortgage in the amount of $429,520.00 registered over 1202-510 Curran Place, Mississauga, Ont. (the "Mortgaged Property") with appropriate enabling resolutions and documentation
4. Title insurance from Approved Title Insurance Provider in respect of 1202-510 Curran Place, Mississauga, Ont. (the "Mortgaged Property") naming BMO as beneficiary

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

Annual	1. Personal Income Tax returns of Anwar Dost to be provided to the Bank within 120 of December 31st each year 2. Notice of Assessment of Anwar Dost annually 3. Personal Income Tax returns of Bill Dost to be provided to the Bank within 120 of December 31st each year 4. Notice of Assessment of Bill Dost annually 5. Rent Roll for all properties owned by Anwar Dost and Bill Dost 6. Notice to Reader accountant prepared financial statements from 1573227 Ontairo Inc. are to be provided to the Bank within 120 days of December 31st each year 7. Income tax return from 1573227 Ontario Inc. including Corporate Notice of Assessment from 1573227 Ontairo Inc. annually 8. Confirmation that property taxes are paid and current for property located at 510 Curran Place, Unit 1202, Mississauga, Ont 9. Confirmation that fire insurance for property located at 510 Curran Place, Unit 1202, Mississauga, Ont, with loss payable to Bank of Montreal as 1st mortgagee Any document or confirmation, as considered reasonable, requested by the Bank and its solicitor from time-to-time.

A $50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule E. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Events of Default:

Each of the events set out in Schedule F shall constitute an event of default in respect of this letter of agreement and each of the facilities. The inclusion of these events of default shall not in any way affect the right of BMO to make demand for payment at any time under any facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, in addition to any remedies available to BMO pursuant to the Security (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility, (ii) the ability of the Borrower to obtain further Advances under any Facility under this Letter of Agreement shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the Advances outstanding under any Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Letter of Agreement or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Letter of Agreement.

Other Fees:

A one-time fee ("Fee") of $ $820 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be $500.00

All fees payable under this Letter of Agreement shall be paid on the dates due, in immediately available funds, to BMO. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO.

Governing Law:

Province or Territory of Ontario and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:
Schedule A – Definitions
Schedule B – General Terms & Conditions
Schedule C – Conditions Precedent to Advances
Schedule D – Covenants
Schedule E – Representations and Warranties
Schedule F – Events of Default

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than [5] p.m. (Eastern time) on [September 17, 2017]. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
Bank of Montreal

By: ______________________
Name: Corey Peterson
Title: Relationship Manager

Accepted and agreed to this _____ day of ________________, 20____

BORROWER(S)

If signed by corporation or other entity (e.g. partnership):
1573227 ONTARIO INC. AND KHURSHID ANWAR DOST
(Name of Entity)

By: ______________________ ______________________

Name: ______________________ Name **KHURSHID ANWAR DOST**

Title: ______________________

Witness ______________________

Name ______________________

GUARANTOR(S)

KAMRAN BILL. DOST

______________________ Witness ______________________

Name **KAMRAN BILL. DOST** Name ______________________

KHURSHID ANWAR. DOST

______________________ Witness ______________________

Name **KAMRAN BILL. DOST** Name ______________________

SCHEDULE A - DEFINITIONS

Advances:	Each borrowing by the Borrower and any reference to the amount of Advances shall mean the aggregate principal amount of all outstanding Advances
Bankers' Acceptances	An instrument denominated in Canadian dollars, reflecting a discounted obligation to pay the face amount of such instrument at maturity. Bankers' Acceptances are drawn by the Borrower and accepted by BMO in accordance with this Letter of Agreement, and includes a "depository bill" within the meaning of the Depository Bills and Notes Act (Canada) and a bill of exchange within the meaning of the Bills of Exchange Act (Canada).
Business Day:	Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in the applicable Province or Territory to remain closed.
Mortgaged Property	Includes the real/immovable property described in this Letter of Agreement and in any Mortgages/Hypothec, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
Overdraft Rate	The annual rate of interest established from time to time by BMO as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by BMO as the "Overdraft Rate".
Prime Rate:	On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".
US Base Rate	On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on U.S. dollar loans to commercial customers in Canada, and designated by BMO as its "US Base Rate".

SCHEDULE B - GENERAL TERMS AND CONDITIONS

Assignment: This Letter of Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Letter of Agreement or in respect of any Facility or any Security to any person.

Confidentiality: The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Letter of Agreement to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Letter of Agreement and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.

Conflicts: All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Letter of Agreement and the terms of any security or supporting document given in connection with this Letter of Agreement, any Facility or the Security, the terms of the Security shall prevail.

Entire Agreement; Waivers; Severability; Amendments: This Letter of Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the facilities contained in this Letter of Agreement. This Letter of Agreement does not, however, serve to operate as a novation. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities. The failure of BMO to require performance by the Borrower or any Guarantor of any provision of this Letter of Agreement shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by BMO of any breach of any covenant, condition or proviso of this Letter of Agreement be taken or held to be a waiver of any further breach of the same covenant, condition or proviso. If any provision of this Letter of Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Letter of Agreement shall continue in full force and effect. No change or modification of this Letter of Agreement is binding upon the parties unless it is in writing and signed by all parties.

Evidence of Debt: The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in the accounts of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Letter of Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Letter of Agreement shall not be affected by the failure of BMO to make such recording

Expenses: All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting fees and costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.

Increased Costs, Taxes, Risks, etc. The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.

Indemnification
The Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.

Joint and Several:
Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Letter of Agreement, then the liability of each such person for such obligation is joint and several (solidary) with each other such person.

Judgment Currency:
If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

Language:
It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Notice provision:
Any notice or other communication required or permitted to be given to a party under this Letter of Agreement shall be in writing and may be delivered personally or sent by mail to (i) the address for BMO provided on the first page of this Letter of Agreement, if sent to BMO, (ii) the address for the Borrower provided on the first page of this Letter of Agreement, if sent to the Borrower, and (iii) the address for a Guarantor contained in BMO's records, if sent to a Guarantor. A notice or other communication delivered personally shall be deemed received when delivered to the receiving party, if delivered on a Business Day, and on the next Business Day following otherwise, and a notice or other communication delivered by mail shall be deemed received on the fifth Business Day after sending.

Review:
BMO retains the right to review the Facilities at any time and at least annually.

SCHEDULE C - CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable
12. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
13. Disclosure of all material contingent obligations
14. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
15. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
16. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
17. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
18. Any other document or action which BMO may reasonably require

SCHEDULE D - COVENANTS

1. Payment of all indebtedness due in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Maintenance of property and assets in good working condition
7. Use of proceeds to be consistent with the approved purpose
8. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
9. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
10. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
11. No liens or encumbrances on any assets except with the prior written consent of BMO
12. No change of control or ownership without the prior written consent of BMO
13. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
14. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
15. The Borrower will not, without the BMO's prior written consent, enter into any material lease or amend any material lease.
16. The Borrower will not, without the BMO's prior written consent, request or accept any prepayments of rent pursuant to any Lease except for the last month's rent

SCHEDULE E - REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to performs its obligations hereunder and thereunder
2. It is in compliance with all applicable laws (including environmental laws) and its existing agreements
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
11. It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party

SCHEDULE F - EVENTS OF DEFAULT

1. Failure to pay any interest, principal, fees or other amounts due in connection with this Letter of Agreement or any of the Facilities
2. Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Letter of Agreement or any of the Facilities
3. The occurrence of an event of default under any document executed in connection with a Facility or any of the Security
4. Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Letter of Agreement
5. The Letter of Agreement or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect
6. The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation
7. A material adverse change occurs in the financial condition, business, property or prospects of the Borrower or any Guarantor, as determined by BMO
8. Death of Borrower or any Guarantor, if such Borrower or Guarantor is an individual
9. Change of ownership or control occurs without BMO's prior consent
10. A material judgment is made against the Borrower or any Guarantor by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within 30 days of the rendering of such judgment

Company Legal Name: 1573227 ONTARIO INC. AND KHURSHID ANWAR DOST

Document Name: LF984 - Letter of Agreement

Customer Tracking ID: 421365503346000

Application ID: 200059366

ATTENTION:

Please do not remove or discard this sheet and ensure that it is returned with the attached document(s).