

Worksheet Leasing

Suite: 2761 Tower: ON Date: June 8/17 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
- ☒ 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: \$ _____
- ☐ Copy of Tenant's ID
- ☒ Copy of Tenant's First and Last Month Rent
- ☐ Copy of Tenant's employment letter or paystub N/A student
- ☐ Copy of Credit Check N/A student
- ☐ 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 June 13/17

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

Suite 2701 Tower ONE Unit 1 Level 26 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

In Reference to Lease Prior to Closing amendment signed by the Purchaser on February 6, 2017 and accepted by the Vendor on February 6, 2017.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

- 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

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

- e) the Purchaser shall deliver with the request for approval a certified cheque in the amount of ~~One Thousand~~ Five Hundred Dollars (\$500.00) which sum shall be non refundable

Dated at Mississauga, Ontario this 27 day of April 2017.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

Witness

Purchaser - Eyat Canada Inc.

Purchaser - Talal Hmaidan

Accepted at Mississauga this 27 day of April 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:

Authorized Signing Officer

I have the authority to bind the Corporation.

OREA Ontario Real Estate Association
Form 400 Agreement to Lease
Residential

Toronto
Real Estate
Board

This Agreement to Lease dated this 6 day of June, 2017

TENANT (Lessee), YAO, NAYUN

LANDLORD (Lessor), Talal Hmaidan & Kay Investment Ltd.
(Full legal names of all tenants)
Eyat Canada Inc.
(Full legal name of Landlord)

ADDRESS OF LANDLORD

(Legal address for the purpose of receiving notices)

YAO, NAYUN 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.
PREMISES: Having inspected the premises and provided the present tenant vacates, /we, the Tenant hereby offer to lease, premises known as:
4011 Brickstone Mews 24TH 2701

2. **TERM OF LEASE:** The lease shall be for a term of 1 year commencing June 20, 2017 June 13, 2017

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of One Thousand Seven Hundred Fifty Canadian Dollars (CDN\$ 1,750.00), 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 Ten Thousand Five Hundred Canadian Dollars (CDN\$ 10,500.00) 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 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 resident

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: <u>Internet</u>	☒
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):
YAO, NAYUN

INITIALS OF LANDLORD(S):
YAO, NAYUN

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7. **PARKING:** As per MLS listing8. **ADDITIONAL TERMS:**9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule[s] A10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant Landlord until 10 p.m. on the 7

day of June, 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.

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

FAX No.:

(for delivery of Documents to Landlord)

FAX No.:

(for delivery of Documents to Tenant)

Email Address:

Email Address: torontobesthome@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):

INITIALS OF LANDLORD(S):

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

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal: 6/6/2017
(Witness) [Signature] DATE 6/6/2017
(Tenant or Authorized Representative) (Seal)
(Witness) [Signature] DATE 6/6/2017
(Tenant or Authorized Representative) (Seal)
(Witness) [Signature] DATE 6/6/2017
(Guarantor) (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:
(Witness) [Signature] DATE 6/7/17
(Landlord or Authorized Representative) (Seal)
(Witness) [Signature] DATE 6/7/17
(Landlord or Authorized Representative) (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) [Signature] DATE 6/7/2017
(Spouse) (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 6:00 a.m./p.m. this 6/7/2017 day of June, 2017.
(Signature of Landlord or Authorized Representative) [Signature]
OF #2C2EBAA24CE.

INFORMATION ON BROKERAGE(S)

Listing Brokerage ORION REALTY CORPORATION Tel.No. 416-733-7784
AUDREY GRUBESIC
(Salesperson / Broker Name)
Co-op/Tenant Brokerage RE/MAX IMPERIAL REALTY INC. Tel.No. (905) 305-0033
SHIRLEY ZHAO
(Salesperson / Broker Name)

ACKNOWLEDGEMENT

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

(Landlord) [Signature] DATE 6/7/2017
(Tenant) [Signature] DATE 6/7/2017
(Landlord) [Signature] DATE 6/7/2017
Address for Service [Signature] DATE 6/7/2017
Tel.No. [Signature] DATE 6/7/2017
Landlord's Lawyer [Signature] Tel.No. [Signature]
Address [Signature]
Email [Signature]
Tel.No. [Signature] FAX No. [Signature]

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.

(Witness) [Signature] Acknowledged by: [Signature]
(Authorized to bind the Listing Brokerage) (Authorized and Licensed Operating Brokerage)

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OREA Ontario Real Estate Association
Form 400
 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), YAO, NAYUN

LANDLORD (Lessor), Talal Hmaidan & Key Investment Ltd. ^{DS} YAO/NAYUN and

for the lease of 4011 Brickstone Mews 24TH 2701 ^{DS} YAO/NAYUN

dated the 6 day of June, 2017

The Tenant agrees voluntarily to provide 6 post-dated cheques to the Landlord on or before the commencement date of lease.

The Tenant shall pay \$50 service charge for each N.S.F. or returned cheque

The Tenant acknowledges that if there is any default in payment, the last month deposit will be non-refundable by the Landlord and the Tenant must move and leave the premises vacant immediately.

The Tenant agrees and understands that loss of any keys and/or passes to the said premises during the term of the Lease are to be replaced at his own expense. The Tenant agrees to pay 200 refundable deposit to the Landlord for keys and passes if any.

Tenant agrees to pay the cost of hydro, cable, internet required on the premises during the term of the lease and any extension thereof. Tenant further agrees to provide proof to the Landlord on or before the date of possession that the service have been transferred to the Tenant's name.

The Tenant acknowledges that the Landlord's Insurance provides no coverage on the tenant's personal property, and the Tenant agrees to carry contents insurance and provide the proof to the Landlord before or on the closing.

The Tenant shall not assign or Sub-Lease the subject property without the consent of the Landlord.

Tenant and occupants shall comply with all the Bylaws of the Condominium Corporation.

The Tenant, occupancies and visitors agree there is no smoking in this premises.

The Tenant and occupants agree there is no pets on these premises.

Tenant agrees not to make any decorating changes to the premises without the express written consent of the Landlord or his authorized Agent.

The Tenant agrees to maintain the interior of the premises in good order and condition throughout the term, leave the premises in the same condition as received, save and except for normal wear and tear upon vacation.

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

INITIALS OF TENANT(S):

^{DS} YAO/NAYUN

INITIALS OF LANDLORD(S):

TH

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OREA Ontario Real Estate Association
Schedule A
Form 400
 for use in the Province of Ontario

Agreement to Lease - Residential

Toronto
Real Estate
Board

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

TENANT (Lessee), YAO, NAYUN, DS YAO/NAYUN, and
 LANDLORD (lessor), Eyat Canada Inc., DS YAO/NAYUN,
Talal Hmaidan & Key Investment Ltd.,
 for the lease of 4011 Brickstone Mews 24T 2701, DS YAO/NAYUN,
 dated the 6 day of June, 2017

The Landlord represents and warrants that the appliances as listed will be in good working order at the commencement of the lease term. The Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost.

The Tenant further agrees to be responsible for the full cost of repair or replacement in the event of damage or mechanical breakdown caused by the Tenant's improper use or abuse of said appliances.

The Tenant shall give the Landlord prompt notice of any accident or any defect in the water pipes, heating system, air conditioning, electrical wiring and any major defect of chattels and fixtures, and if the costs of such repairs to be paid by the Landlord. Any repairs with the cost shall have the Landlord consent.

The Landlord agrees that the property including but not limited in all floors, cupboards, closets, windows, doors and trims, washrooms etc. will be professionally cleaned at his own expenses prior to the commencement of the lease.

It is further agreed and understood that the Tenant shall give at least SIXTY(60) days written notice of their intention to vacate said premises at the end of the term of the Lease. Provided further the Landlord shall have the right in addition to any other rights that he may have pursuant to the Landlord and Tenant Act.

The Tenant agrees to allow the Landlord or Agents to show the property at all reasonable hours to prospective Buyers or Tenants, and make said premises to be in good condition for all the showings, after giving the Tenant at lease twenty four (24) hours notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property.

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

INITIALS OF TENANT(S):

DS YAO/NAYUN

INITIALS OF LANDLORD(S):

TH

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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), Yao nayun ^{DS} YAO/NAYUN and
LANDLORD (lessor), Talal Hammad & Key Investment Ltd. ^{DS} TH YAO/NAYUN
for the lease of 4011 Brickstone Mews Unit #411 2701
dated the 6 day of June, 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.

^{DS} YAO/NAYUN TH
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 6 post-dated cheques covering the monthly rental payments payable to Eyat Canada Inc. Talal Hammad & Key Investment Ltd. 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 cheques.

^{DS} YAO/NAYUN TH
The Tenant agrees to provide the landlord with \$200 refundable security deposit in the form of a cheque payable to Eyat Canada Inc. Talal Hammad & Key Investment Ltd. 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 initialed by all parties to the Agreement to Lease

INITIALS OF TENANTS:

^{DS} YAO/NAYUN TH

INITIALS OF LANDLORD(S):

TH

^{DS} YAO/NAYUN TH
The undersigned REALTOR, REALTOR/SA and the REALTOR/SA's keys are controlled by the Condominium Corporation Association (CCA) and its duly authorized representatives who are members of CCA. Used under license.

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Schedule A

Agreement to Lease - Residential

Form 401

for use in the Province of Ontario

Toronto
Real Estate
Board

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

TENANT (Lessee), Yao, naxun ^{DS} [Signature]
LANDLORD (Lessor), Talal Hammad & Investment Ltd. ^{DS} [Signature]
for the lease of 4011 Briststone Meadows unit 247 2D1 dated the 6 day of June, 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 tenant's 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 this Agreement to Lease.

INITIALS OF TENANTS:

^{DS} [Signature]

INITIALS OF LANDLORD(S):

[Signature]

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Schedule A

Agreement to Lease - Residential

Form 401
for use in the Province of Ontario

Toronto
Real Estate
Board

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

TENANT (Lessee), Yao, nayun

LANDLORD (Lessor), Eyat Canada Inc. ~~Real Estate~~

for the lease of 401 Brkstone Mews Unit 244 2701

dated this 6 day of June 2014

DS
TH
DS
TH

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

Tenant acknowledges that the subject building 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 for 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:

DS
Yao, nayun

INITIALS OF LANDLORD(S):

TH

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Ontario Real Estate
Association

Confirmation of Co-operation and Representation

Toronto
Real Estate
Board

Form 320

for use in the Province of Ontario

BUYER: YAO, NAYUN

Eyat Canada Inc.

SELLER: Talal Hmaidan & Co. Investment Ltd.

For the transaction on the property known as: 4011 Brickstone Mews 2701

DS

YAO NAYUN

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)

DS

YAO NAYUN

BUYER

DS

TS

CO-OPERATING/BUYER BROKERAGE

TH

SELLER

TH

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
HALF 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 to 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 IMPERIAL REALTY INC.
(Name of Co-operating/Buyer Brokerage)

3000 STEELES AVE E STE 101 MARKHAM

Tel: (905) 305-0033 Fax: (905) 305-1133
shirley zhao Date: 6/6/2017
(Authorized to sign the Co-operating/Buyer Brokerage)

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

ORION REALTY CORPORATION
(Name of Listing Brokerage)

200-465 Burnhamthorpe Rd W

Tel: 416-733-7784 Fax: 905-286-5271
Audrey Date: 6/7/17
(Authorized to bind the Listing 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.

DocuSigned by:
Shirley Zhao Date: 6/6/2017
(Signature of Buyer)

(Signature of Seller)
Date: 7 JUNE 2017
(Signature of Seller)

Date: (Signature of Buyer)

Date: (Signature of Seller)

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I/We hereby make application to rent 4011 Brickstone Mews 2411
from the 20 day of June 2017 at a monthly rental of \$ 1,750.00

to become due and payable in advance on the 20 day of each and every month during my tenancy.

1. **Name** Yao nayun Date of birth May 07, 1996 SIN No. [Optional]
Drivers license No Occupation student university of Toronto

2. **Name** Date of birth SIN No. [Optional]
Drivers license No Occupation

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

Do you have any pets? If so, describe

Why are you vacating your present place of residence?

LAST TWO PLACES OF RESIDENCE

Address 28 Marsha dr Address

Scarborough On M1T2S5

From June 2016 To Now From To

Name of landlord Sum xiaozhu Name of landlord

Telephone: 416-7209588 Telephone:

PRESENT EMPLOYMENT

Employer I

Business address I

Business telephone I

Position held I

Length of employment I

Name of supervisor I

Current salary range: Monthly \$

PRIOR EMPLOYMENT

I

I

I

I

I

I

SPOUSE'S PRESENT EMPLOYMENT

Employer
Business address
Business telephone
Position held
Length of employment
Name of supervisor

Current salary range: Monthly \$

Name of Bank Branch Address

Chequing Account # Savings Account #

FINANCIAL OBLIGATIONS

Payments to Amount: \$
Payments to Amount: \$

PERSONAL REFERENCES

Name Address
Telephone: Length of Acquaintance Occupation
Name Address
Telephone: Length of Acquaintance Occupation

AUTOMOBILE(S)

Make Model Year Licence No
Make Model Year Licence No

The Applicant consents to the collection, use and disclosure of the Applicant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Applicant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

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

DocuSigned by:  6/6/2017
Signature of Applicant Date

Telephone: Signature of Applicant Date
Telephone:

Orion Realty Corporation Brokerage

465 BURNHAMTHROPE RD W UNIT 200

MISSISSAUGA, ON

L5M 0E3

PHONE: 416-733-7784

FAX: 905-286-5271

RECEIVED

DATE: June 8, 2017

TIME: 3:17 PM

RECEIVED FROM: Yao, Nayun

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

AMOUNT(\$): 10,500

PAYABLE TO: ☒ ORION REALTY CORPORATION, BROKERAGE

PROPERTY: 4011 Brickstone Mews #2701

FOR: ☒ LEASE ☐ SALE

RECEIPT BY: Kieu

☒ COPY FOR CLIENT(S)

☒ COPY FOR LISTING AGENT

Shirley Zhao

Sales Rep.

Cell: +1 416-829-8236

torontobesthome@gmail.com
www.shirleyzhao.com



NAYUN YAO

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

BANK DRAFT / TRAITE DE BANQUE
04832 - SHEPPARD AND GLEN WATFORD
SCARBOROUGH, ON

2816 6470 6 27-43345
2017-06-08

DATE Y/A M/M D/J

TRANSIT NO.
N° D'IDENTIFICATION

BRANCH
CENTRE BANCAIRE

ORION REALTY CORPORATION, BROKERAGE*****

\$*****10,500.00

*****TEN THOUSAND FIVE HUNDRED

CANADIAN DOLLARS
DOLLARS CANADIENS

CAD

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

TO
TIRÉ:

CANADIAN IMPERIAL BANK OF COMMERCE
TORONTO
CANADA



AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

COUNTERSIGNED / CONTRESIGNÉ

⑈ 28 1666 4706 ⑈ ⑈ 0950 200101⑈ 04832 200 2743345 ⑈

58457831 4-516

DATE 2017 06 06
Y/A M/M D/D

Royal Bank of Canada
Banque Royale du Canada
2955 HAZELTON PLACE
MISSISSAUGA, ON



PAY TO THE ORDER OF
PAYER À L'ORDRE DE

AMACON DEVELOPMENT CITY CENTRE CORP

Exactly \$1,130.00

CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT \$5,000.00 \$ CANADIENS

RE/OBJET PSV NO. 2701 AND 2711

PURCHASER NAME
NOM DE L'ACHETEUR
PURCHASER ADDRESS
ADRESSE DE L'ACHETEUR
COUNTERSIGNED / CONTRESIGNÉ

⑈58457831⑈ ⑆00144⑈0031⑆ 099⑈013⑈5⑈

Draft covering the lease fee
for units PSV 2701 + PSV 2711

[illegible]

1911-1912

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1997

NESE

1997-1998

1996

Abstract

of 1991

USGS

2013

Abstract

Candace M.

GHAI

2023

Continuity

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管理層

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