

Form 400

for use in the Province of Ontario

This Agreement to Lease dated this 10 day of February, 2017**TENANT (Lessee),** Macie Mary-Katherine Peister

(Full legal names of all Tenants)

LANDLORD (Lessor), Jiechun Kong

(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:Unit 1910, 510 Curran PlaceMississauga, OntarioL5B 1X1**2. TERM OF LEASE:** The lease shall be for a term of 12 monthscommencing Feb 18th, 2017**3. RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum ofOne Thousand Five Hundred FiftyCanadian Dollars (CDN\$ 1,550.00),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. For the month the amount will be \$1,550.00 complete, the rest**4. DEPOSIT AND PREPAID RENT:** The Tenant delivers herewith

(Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to Jiechun Kong

"Deposit Holder"

in the amount of Three Thousand Seventy-FiveCanadian Dollars (CDN\$ 3,075.00)as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the FIRST and LAST month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

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

5. USE: The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.Premises to be used only for: Single family residential property.**6. SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

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

7. **PARKING:** located at P4 parking spot # 88

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 Landlord until 11:00 p.m. on the 15
(Landlord/Tenant)

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

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

FAX No.: (For delivery of Documents to Landlord) FAX No.: (For delivery of Documents to Tenant)

Email Address: (For delivery of Documents to Landlord) Email Address: (For delivery of Documents to Tenant)

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

13. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

14. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

15. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

16. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

17. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

18. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):



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

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)
(Witness)
(Witness)

(Tenant or Authorized Representative) DATE
(Tenant or Authorized Representative) DATE
(Guarantor) DATE

We/1 the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)
(Witness)
(Witness)

(Landlord or Authorized Representative) DATE
(Landlord or Authorized Representative) 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 this day of, 20.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Tel.No.
.....
.....
Co-op/Buyer Brokerage Tel.No.
.....
..... (Salesperson / Broker Name)

ACKNOWLEDGEMENT

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

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

(Landlord) DATE
(Landlord) DATE
Address for Service Tel.No.
Landlord's Lawyer
Address
Email
Tel.No. FAX No.

(Tenant) DATE
(Tenant) DATE
Address for Service Tel.No.
Tenant's Lawyer
Address
Email
Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

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

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

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

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)
.....
(Authorized to bind the Co-operating Brokerage)

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JTECHUN KONG

BANK DRAFT / TRAITE DE BANQUE

09682 - TRAFALGAR & HAYS
BANKING CENTRE
OAKVILLE, ON

2784 7845 8

27-43345

2017-02-13

Y/A M/M D/J

DATE

BRANCH
CENTRE BANCAIRE

TRANSIT NO.
N° D'IDENTIFICATION

PAY TO THE
ORDER OF

PAYEZ A
L'ORDRE DE

*****BLANEY MCHURTRY LLP IN TRUST*****

THE SUM OF
LA SOMME DE

*****FOURTEEN THOUSAND THREE HUNDRED FORTY FIVE*****

*****14,345.00

CANADIAN DOLLARS
DOLLARS CANADIENS

CAD

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

TO
TIRE

CANADIAN IMPERIAL BANK OF COMMERCE
TORONTO
CANADA

15203

AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

P8V2 1910

TOP UP to 25%

SOURCE SIGNED / CONTRESIGNE

⑈ 278478458⑈ ⑆09502⑈010⑆ 09662⑈2743345⑈

THIS INSTRUMENT CONTAINS SECURITY FEATURES
CET INSTRUMENT COMPREND DES ELEMENTS DE SECURITE

2404575
129 B/L-2014/10



JIECHUN KONG

NEGOTIABLE AT CURRENT BUYING RATE FOR DEMAND EXCHANGE ON CANADA
NEGOCIABLE AU COURS ACHETEUR EN VIGUEUR SUR EFFETS A VUE PAYABLES AU CANADA
INTERNATIONAL MONEY ORDER / MANDAT INTERNATIONAL
09662 - TRAFALGAR & HAYS
BANKING CENTRE
OAKVILLE, ON

NAME OF REMITTER / DONNEUR D'ORDRE

TRANSIT NO
N° D'IDENTIFICATION

BRANCH
CENTRE BANCAIRE

PAY TO THE
ORDER OF

PAYEZ A
L'ORDRE DE

AMACON DEVELOPMENT (CITY CENTRE) CORP*****

THE SUM OF
LA SOMME DE

*****ONE THOUSAND SIX HUNDRED NINETY FIVE

\$*****1,695.00

CANADIAN DOLLARS
DOLLARS CANADIENS

NOT OVER / NE DOIT PAS EXCÉDER \$5,000

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

NOT OVER FIVE THOUSAND DOLLARS / NE DOIT PAS EXCÉDER CINQ MILLE DOLLARS

TO
TIRÉ

CANADIAN IMPERIAL BANK OF COMMERCE
TORONTO
CANADA

2404532
710 BL-2015/01

08V2 1910

Handwritten signature

CHIEF EXECUTIVE OFFICER / CHEF DE LA DIRECTION

⑈554607036⑈ ⑈09502⑈0⑈0⑈ 09662⑈2743248⑈

5546 0703 6

27-43248

2017-02-13

DATE Y/A M/M D/I

PSV2 1910 Tenant's ID

Ontario Driver's Licence / permis de conduire ON CANADA

PESTER, NACHIE MARY NASHINE
1-822 WISSLER RD
WATERLOO, ON, N2K 3Z2

2016/01/05 2016/12/23
P2316 - 50358 - 45428

SEX: F HEIGHT: 150 CM

1989/04/28



February 10, 2017

To: AMACON DEVELOPMENT (CITY CENTRE) CORP.

I am pleased to advise you that the following loan, to be secured by a first mortgage on the property noted below, has been approved providing that all the information supplied is correct. The approval is subject to the conditions outlined in the Mortgage Commitment from the lender in terms of satisfactory property appraisal and income verification, etc. This commitment is not transferable and the benefit may not be assigned.

APPLICANT(S):	Kong, Jiechun
DATE OF BIRTH:	January 18, 1984
CURRENT ADDRESS:	2172 Parkmount Blvd, Oakville, ON L6H 6T4
SUBJECT PROPERTY:	Unit 1910, 510 Curran Place, Mississauga, Ontario
PURCHASE PRICE:	\$ 286,900.00
DOWNPAYMENT:	\$ 57,380.00
INSURANCE PREMIUMS:	\$ 0.00
LOAN AMOUNT	\$ 229,520.00
TERM:	5 Years
AMORTIZATION:	25 Years
CLOSING DATE:	Jan 31, 2018

Please feel free to contact me should you have any questions.

Yours truly,

DocuSigned by:


Wei Xu

Mortgage Agent, License #M14000048

AZMS Mortgages Solutions Inc. License# 12145

Office 647-927-6900

Fax 416-987-4829

Email: mortgage.xu@gmail.com

Each Mortgage Centre office is independently owned and operated.

AZMS Mortgage Solutions Inc - The Mortgage Centre
330 Bronte Street South, Unit 218, Milton, Ontario L9T 7X1
1065 Canadian place, Unit 204, Mississauga on L4W 0C2

PSV2 #1910 Tenant's First + Last Deposit



Banking
that fits
your life.

Account Details

February 13, 2017 at 02:16pm Eastern time

- Receive notifications when held funds are released and are available to you; when you exceed your bank machine withdrawal and your Point of Sale daily limit.

Chequing (08222-74-43293)

Account Nickname

[View eStatements](#)

Balance ¹

Available Funds ²

CIBC Smart™ Account Monthly Fee⁴

\$25,424.11

\$26,424.11

Up to 12 transactions: \$4.95
13 to 20 transactions: \$1.25 per additional transaction up to a maximum of \$14.95
Unlimited transactions: \$14.95

Product Name:

Statement Option:

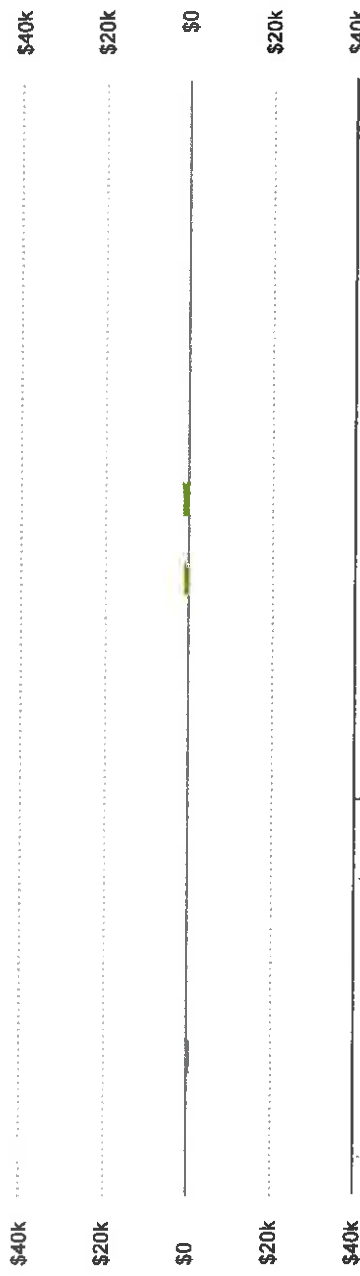
CIBC Smart™ Account

[View and Edit](#)

Set up notifications about your banking activity

Past Transactions - Jan. 16, 2017 to Feb. 18, 2017

Transactions (Hover over each bar to see that day's transactions)



Proof of deposit

Date	Transactions Free transaction	Debit	Credit	Running-Balance ³
Feb. 10, 2017	Electronic Funds Transfer DEPOSIT CLAIMSECURE INC		\$184.98	\$25,424.11
Feb. 08, 2017	Internet Banking E-TRANSFER 0000000045478 Macle Pelster		\$1,525.00	\$25,239.13
Feb. 06, 2017	Internet Banking E-TRANSFER 000000285454 Macle Pelster		\$1,550.00	\$23,714.13
Feb. 03, 2017	Point of Sale - INTERAC RETAIL PURCHASE 000001391018 QFT TECHNOLOGY	\$53.00		\$22,164.13
Feb. 01, 2017	Electronic Funds Transfer DEPOSIT SUNLIFE MED INS		\$100.00	\$22,217.13



1

5

Where You Stand

656
Fair

Fair

Below are the aspects of your credit profile and history that are important to your Equifax credit score. They are listed in order of impact to your score - the first has the largest impact, and the last has the least.

Number of inquiries in last 3 months,

Your Loan Risk Rating

656 Fair

Fair

The Equifax Credit Score™ ranges from 300-900. Higher scores are viewed more favorably.

The Bottom Line:

Delinquency Rates*

It is important to understand that your credit score is not the only factor that lenders evaluate when making credit decisions. Different lenders set their own policies and tolerance for risk, and may consider other elements, such as your income, when analyzing your creditworthiness for a particular loan.

* Delinquency Rate is defined as the percentage of borrowers who reach 90 days past due or worse (such as bankruptcy or account charge-off) on any credit account over a two year period.

CREDIT REPORT

Personal Information

Personal Data

Name: MACIE PEISTER
SIN: 532XXX090
Date of Birth: 1989-04-XX

Current Address

Address: 622 WISSLER RD
WATERLOO, ON
Date Reported: 2015-03 2015-03 2014-04

Previous Address

Address: 105 HARRISON GARDEN BLVD
NORTH YORK, ON
Date Reported: 2015-03 2015-03 2014-04

Current Employment

Employer: HERSHEY CANADA
Occupation:

Previous Employment

Employer:
Occupation: STUDENT

Special Services

No Special Services Message

Consumer Statement

No Consumer Statement on File

Credit Information

This section contains information on each account that you've opened in the past. It is retained in our database for not more than 6 years from the date of last activity.

An installment loan is a fixed-payment loan in which the monthly payment does not change from month to month. Examples of such loans are a car loan or a student loan. Mortgage information may appear in your credit report, but is not used to calculate your credit score. A revolving loan is a loan in which the balance or amount owed changes from month to month, such as a credit card.

Note: The account numbers have been partially masked for your security.

TELUS MOBILITY

Phone Number: (800)777-1888
Account Number: XXX...066
Association to Account: Individual
Type of Account: Open
Date Opened: 2012-09
Status: Paid as agreed and up to date
Months Reviewed: 52
Payment History: 02 payments 30 days late
No payment 60 days late
No payment 90 days late

High Credit/Credit Limit:	\$606.00
Payment Amount:	Not Available
Balance:	\$223.00
Past Due:	\$0.00
Date of Last Activity:	2016-12
Date Reported:	2017-01

Prior Paying History:

Comments: One payment past due (2014-09) One payment past due (2014-08)
Monthly payments

BANK OF MONTREAL M C

Phone Number: (800)263-2263
Account Number: XXX...445

High Credit/Credit Limit:	\$4,500.00
Payment Amount:	\$76.00

2/4/2017

Equifax Personal Solutions: Credit Reports, Credit Scores, Protection Against Identity Theft and more

Equifax Canada Co.
Consumer Relations Department
Box 190 Jean Talon Station
Montreal, Quebec H1S 2Z2

By fax: (514) 355-8502

Equifax will review any new details you provide and compare it to the information in our files. If our initial review does not resolve the problem, we will contact the source of the information to verify its accuracy. If the source informs us that the information is incorrect or incomplete, they will send Equifax updated information and we will change our file accordingly. If the source confirms that the information is correct, we will not make any change to our file. In either case, you may add a statement to our file explaining any concerns you have. Equifax will include your statement on all future credit reports we prepare if it contains 400 characters or less.

If Equifax changes our file in response to your request, we will automatically send you an updated credit report to show you the changes. At your request, we will also send an updated credit report to any of our customers who received one within 60 days before the change was made.