

A M A C O N

D E V E L O P M E N T
(CITY CENTRE) CORP

July 24, 2017

908 - 2 ANNDALÉ DR
NORTH YORK, ONTARIO
M2N 0G5

Dear RANIA ELKHATIB,

We have received evidence that you have entered or are in the process of entering into subleasing arrangements during occupancy for your Unit without Vendor's consent and contrary to the terms of the Agreement of Purchase and Sale. Enclosed is a copy of a Lease Agreement. We have no record of a request made by you to us for consent to sublicense the use of the Unit during occupancy. Consequently, you are in default of the terms of the Agreement and we require you to remedy this default within five (5) business days.

Furthermore, this action without our consent effectively disqualifies you from receiving the benefit of the GST/HST Rebate credit on final closing. Accordingly, you will be charged the equivalent value of the Rebate amount on final closing regardless of whether you remedy the default within the required five (5) business days. We reserve all rights available to us under the Agreement and at law to enforce the Agreement terms.

This letter is being sent without prejudice to our rights as Vendor under the Agreement of Purchase and Sale. We remind you that you remain fully responsible at all times for all obligations of the purchaser under the Occupancy Licence attached as Schedule C to the Agreement of Purchase and Sale and all other provisions of the Agreement of Purchase and Sale. The right to use the Unit during occupancy is a personal licence for use granted to the named purchaser under contract when not in default, and grants no tenancy rights whatsoever. We will continue to reserve all rights available to us as Vendor both at law and under the Agreement of Purchase and Sale to enforce the Agreement and Occupancy Licence, in particular should the default not be remedied to our satisfaction within the said five (5) business days.

As a further consequence of your default, you will also be charged the administrative fee on final closing in the amount of \$1500.00 plus HST, which represents our fee payable to obtain our consent to sublicense the use of the Unit during occupancy.

We strongly recommend you bring the foregoing to the attention of your solicitor.

Yours very truly,

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Agreement to Lease
Residential

Toronto
Real Estate
Board

Form 400 (for use in the Province of Ontario)

This Agreement to Lease dated this 12th day of May, 2017.

TENANT (Lessee): Danielle Lejeune

LANDLORD (Lessor): Ramona Elkhath

ADDRESS OF LANDLORD:

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 vacated, i.e., the Tenant hereby offers to lease premises known as 4011 Brickstone Mews #701

2. **TERM OF LEASE:** The lease shall be for a term of 1 Year commencing May 19th 2017

3. **RENT:** The Tenant will pay to the Landlord monthly and every month during the said term of the lease the sum of One Thousand Six Hundred Canadian Dollars (CDN\$ 1,600.00) payable in advance on the first day of each and every month during the currency of the said term. First and last month's 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 by negotiable cheque payable to WLSI-160 METRO VIEW REALTY LTD. in the amount of Four Thousand One Hundred Nineteen

Canadian Dollars (CDN\$ 4,119.00) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of this Agreement and to be applied by the Landlord against the Key Dep. 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 be used, 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 Residences

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

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

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

INITIALS OF TENANT(S): DL

INITIALS OF LANDLORD(S): ES

7. PARKING:

1 Parking and 1 Locker

6. ADDITIONAL TERMS:

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

10. IRREVOCABILITY: This offer shall be irrevocable by tenant until 1/15/19 on the 15 day of May.

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 Landlord or the Tenant 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. _____ FAX No. _____
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: Darren@DarrenKhan.com Email Address: Darren@DarrenKhan.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.td.gov.on.ca)
13. ACCESS: The Landlord shall have the right, at reasonable times, to enter and show the 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 premises.
14. INSURANCE: The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewals 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 terminated or otherwise terminated.
15. RESIDENCE: 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, leasing 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 printed portion hereof, the added provision shall supersede the standard printed 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 void 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):

DC

INITIALS OF LANDLORD(S):

CS



© 2015 DocuSign Envelope ID: 88CFA6BD-1BDA-497C-8E25-BDBBA3346490. All rights reserved. This form has been created by DocuSign for use in the United States and is not intended for use in any other jurisdiction. Do not use this form for any other purpose.

19 **WITNESS AGREEMENT** This Agreement and acceptance thereof shall constitute a binding agreement by its parties to enter into the issue 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: [Signature] DATE: 5/12/2017
Witness: [Signature] DATE: 5/12/2017
Witness: [Signature] DATE: 5/12/2017

We/We the Landlord hereby accept the above offer and agree that the commission together with applicable GST (and any other fee as may be levied) 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: [Signature] DATE: 5/12/2017
Witness: [Signature] DATE: 5/12/2017

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm the Agreement with all changes both typed and written was finally accepted by all parties on: 5/12/2017 at: 5:00 PM of: 2017.

INFORMATION ON BROKERAGE(S)

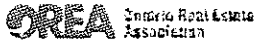
Listing Brokerage: WILSON REALTY LTD. BROKERAGE Tel: 905-438-8336
129 Lakeshore Road West Mississauga UMAR KANAAN SHAH
Coop/Buyer Brokerage: RIGHT AT HOME REALTY INC. Tel: (905) 565-9200
7045 EDWARDS BLVD. STE. 401 MISSISSAUGA DARREN JAVID KHAN

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this document Agreement to lease and I authorize the Brokerage to forward a copy to my lawyer.
I acknowledge receipt of my signed copy of this document Agreement to lease and I authorize the Brokerage to forward a copy to my lawyer.
DATE: 5/12/2017 DATE: 5/12/2017
Address for Service: [Address] Address for Service: [Address]
Landlord's Lawyer: [Address] Landlord's Lawyer: [Address]
Email: [Email] Email: [Email]

COMMISSION TRUST AGREEMENT

I, the Commission Brokerage, shall hold the Commission Agreement in trust and shall not be liable for the Commission Agreement in issue. I shall not be liable for the Commission Agreement in issue. I shall not be liable for the Commission Agreement in issue.
DATED at the City of Mississauga on the 12th day of May 2017.
Authorized to sign this Agreement: [Signature] Authorized to sign this Agreement: [Signature]



Schedule A
Agreement to Lease - Residential

Toronto
Real Estate
Board

Form 401

Revised 2016

This document is intended to be used as part of the Agreement to Lease between:

TEENANT (Lessee), Denise L. Lyster,

and

LANDLORD (Lessor), Ranja L. Kaur,

for the use of 4011 Brickstone Views 3703

Mississauga,

dated the 12th day of May

2017.

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

5/12/17

The Tenant agrees to provide the Landlord with 10th 61 post dated cheques starting from July 1st, 2017.

DC

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 allow the Landlord or his agent to show the property at all reasonable hours to prospective buyers or tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property within 60 days prior to the end of the Lease term.

Landlord shall pay real estate taxes, and maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property. Tenant agrees to have tenant/liability insurance valid and will give a copy of policy to Landlord prior to occupancy.

Tenant agrees to pay the cost of hydro electricity required on the premises during the term of the lease. Tenant further agrees to provide proof to the Landlord on or before the date of possession that the services have been transferred to the Tenant's name.

Tenant agrees to pay the first \$75.00 for any minor service needed in condo premises.

Landlord warrants that all appliances, chattels and fixtures will be in good working order prior to occupancy.

Tenant agrees to pay Landlord a \$300 refundable key/job deposit to be returned on Lease completion and all keys/keys returned.

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

INITIALS OF TENANT(S)

DC

INITIALS OF LANDLORD(S)

RS



1. This Agreement is made by and between the parties named herein, who are of legal age and of sound mind, and who are not under any legal disability, and who are not married to each other, and who are not related to each other within the degree of consanguinity prohibited by law. The parties agree that this Agreement is not to be construed as a contract of sale, and that the parties intend to create a leasehold interest in the property described herein. The parties agree that this Agreement is not to be construed as a contract of sale, and that the parties intend to create a leasehold interest in the property described herein. The parties agree that this Agreement is not to be construed as a contract of sale, and that the parties intend to create a leasehold interest in the property described herein.



Schedule B
Agreement of Purchase and Sale

Toronto
Real Estate
Board

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

BUYER, Denise Cozier

SELLER, Rania Eikhalt

for the property known as **4011 Brickstone Mews Suite 3703**

Mississauga sold for **12** day(s) **May** 2017

West-100 Metro View Realty Ltd. advise the parties to this Agreement that the Real Estate Trust account, in which the deposit for this transaction (The Deposit) shall be placed in a Non Interest Bearing Real Estate Trust Account, earning no interest on the deposit and unless it is requested by the Parties in writing in this Agreement that the deposit be placed in an interest bearing term deposit there will be no interest paid or earned on the deposit funds being held.

The Buyer agrees to provide a certified cheque or bank draft as a deposit within one (1) banking day (excluding Saturday, Sunday and statutory holidays) from the date of acceptance of this offer. No cash deposits will be accepted.

The Parties to this Agreement acknowledge that the real estate Broker(s) so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by West-100 Metro View Realty Ltd. is to be construed as legal, tax or environmental advice and all sizes and measurements are approximate and is to be verified by the Buyer.

The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Seller, West-100 Metro View Realty Ltd. or Salesperson, for any changes in property tax as a result of a re-assessment of the property.

The Brokerages and registrants named in the attached Continuation of Cooperation and Representation represent and warrant that they have fully complied with the FINTRAC requirements for customer/client identification by reference to original government issued photo identification, or such other means as approved under the regulations, including name, address, date of birth, occupation and employment and have such information on file and available for inspection.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



By the use of this document, the parties to the Agreement of Purchase and Sale acknowledge that they have read and understood the terms and conditions of the Agreement of Purchase and Sale and have agreed to be bound by the terms and conditions of the Agreement of Purchase and Sale.



Confirmation of Co-operation and Representation

Toronto
Real Estate
Board

Form 320 (for use in the Province of Ontario)

BUYER: Denise Clavier

SELLER: Ralph J. D'Amico

For the transaction and property shown as: 4011 Inglewood View 3700 Mississauga

For the purposes of this Confirmation of Cooperation and Representation, "Seller" includes a vendor, a landlord, or a prospective seller, vendor, landlord and "Buyer" includes a purchaser, a tenant or a prospective buyer, purchaser, tenant, "lessor" includes a lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerage(s) agree to co-operate, in consideration of, and on the terms and conditions 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. He further understands and agrees that:
- ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 2 is to be completed by Co-operating Brokerage.)
 - ☐ 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 in 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 must not disclose:

- That the Seller may or will accept and/or the stated price, unless otherwise indicated in writing by the Seller.
- That the Buyer may or will pay more than the stated price, unless otherwise indicated in writing by the Buyer.
- Any motivation or other personal information about the Seller or Buyer, unless otherwise indicated in writing by the party to which the information applies, a refusal to disclose would constitute fraudulent, unlawful or unethical practices.
- The price the Buyer should offer for 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 enable them to make 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 represents the Buyer and the property is not listed with any other below brokerage. The Brokerage will be paid as follows:
- ☐ by the Seller in accordance with a Seller Customer Service Agreement.
 - ☐ by the Buyer directly.

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

BUYER

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

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE



© 2015 Toronto Real Estate Board. All rights reserved. This form was prepared by CREA for the use of its members and is not to be used by non-members. It is a confidential document and its use is restricted to the member's exclusive use. It is not to be used for any other purpose.

5. 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 Seller and has not entered into an agreement to provide customer service 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 this property.
per MLS half commission + 15% to be paid from the amount paid by the Seller to the Listing Brokerage.
Commission as indicated in the MLS® information.
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: eg. The Co-operating Brokerage represents more than one Buyer offering in this property.

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

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is a selling partner of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage is subject to the Commission Trust Agreement. The Listing Brokerage is not responsible for the Commission Trust Agreement. The Co-operating Brokerage is not responsible for the Commission Trust Agreement. The Commission Trust Agreement is a legal document that governs the relationship between the Listing Brokerage and the Co-operating Brokerage. The Commission Trust Agreement is a legal document that governs the relationship between the Listing Brokerage and the Co-operating Brokerage. The Commission Trust Agreement is a legal document that governs the relationship between the Listing Brokerage and the Co-operating Brokerage.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

RIGHT AT HOME REALTY INC.
(Name of Co-operating Brokerage)
7045 EDWARDS BLVD, S11, 491, MISSISSAUGA
Tel: (905) 565-9206 Fax: (905) 565-9077
Date: 05/12/17
Authorized to sign the Co-operating Brokerage:
DARRIN JAVID KHAN
(Print Name of Broker/Salesperson Representative of the Brokerage)

WEST-100 METRO VIEW REALTY LTD. BROKER
(Name of Listing Brokerage)
129 Fairview Road West, MISSISSAUGA
Tel: 905-238-8310 Fax: 905-238-8310
Date: May 11, 2017
Authorized to sign Listing Brokerage:
OMAR KANAAN SHAIKH
(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 consents 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.
5/12/2017

(Signature of Buyer)

Date

(Signature of Buyer)

Date

(Signature of Seller)

Date

(Signature of Seller)

Date



© 2013 Ontario Real Estate Council (OREC). All rights reserved. This document is a template and should not be used as a legal document. It is intended for informational purposes only. The use of this document is subject to the terms and conditions of the OREC's Terms of Use. For more information, please visit the OREC's website at www.orec.org.

**Ontario**

Driver's Licence
Permis de conduire

ON
CANADA



1. NAME / NOM
**COZIER,
DENISE, LATOYA**

2. ADDRESS / ADRESSE
**584 GRANT WAY
MILTON, ON, L9T 0W1**

4. NUMBER / NUMERO
C6929 - 16268 - 25518

4a. ISS / DEL
2011/04/05

4b. EXP / EXP
2017/05/18

5. DOB / REF
AZ0547494

5a. HGT / HAUT
168 cm

10. SEX / SEXE
F

9. CLASS / CLASSE
G

12. RESID / RESIDENCE
1882/05/18

13. SIGNATURE / SIGNATURE
Denise Cozier

14. IDENTIFICATION NUMBER / NUMERO D'IDENTIFICATION
6930474