

Worksheet

Leasing

Suite: 3707 Tower: B5V Date: June 11/2017 Completed by: PW

Please mark if completed:

- ✓ 1 ● Copy of 'Lease Prior to Closing' Amendment
 - ✓ 2 ● Copy of Lease Agreement
 - ✓ 3 ● Certified Deposit Cheque for Top up Deposit to 20% payable to Blaney McMurtry LLP in Trust
 - 4 ● Certified Deposit Cheque for leasing fee as per the Leasing Amendment payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto).
 - 5 ● Agreement must be in good standing. Funds in Trust: \$ _____
 - ✓ 6 ● Copy of Tenant's ID
 - ✓ 7 ● Copy of Tenant's First and Last Month Rent
 - ✓ 8 ● Copy of Tenant's employment letter or paystub
 - 9 ● Copy of Credit Check
 - ✓ 10 ● Copy of the Purchasers Mortgage approval
- } student
(purchaser will be sending)
over student ID

- The elevator will not be allowed to be booked until all of the Above items have been completed and submitted

1. Missing student ID
 2. Credit check - none, student:
Sany Makrouna 905 616 3327
Irene ~~Abd~~ Abdelmalak 905 617 8897
- Approved June 16/17

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

LEASE PRIOR TO CLOSING

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "Vendor") and
IRENE NAEM ABD ELMALAK and SAMY SAID MAKROUNA (the "Purchaser")
 Suite **3707** Tower **ONE** Unit **7** Level **36** (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:

- 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-five percent (25%) of the Purchase Price by the Occupancy Date;
- the Purchaser is not in default at any time under the Agreement;
- the Purchaser covenants and agrees to indemnify and hold harmless the Vendor, its successors and assigns (and their officers, shareholders and directors) from any and all costs, liabilities and/or expenses which it has or may incur as a result of the assignment of Occupancy Licence, any damage caused by the sublicensee to the Residential Unit or the balance of the Property by the sublicensee (including, but not limited to, any activities of the sublicensee which may lead to a delay in registration of the proposed condominium) inclusive of any and all costs and expenses (including legal costs on a substantial indemnity basis) that the Vendor may suffer or incur to terminate the Occupancy Licence and enforce the Vendor's rights under the Agreement;
- the Vendor shall have the right in its sole discretion to pre approve the sublicensee including, but not limited to, a review of the sublicensee's personal credit history and the terms of any arrangement made between the Purchaser and the sublicensee;
- the Purchaser shall deliver with the request for approval a certified cheque in the amount of Five Hundred Dollars (\$500.00) plus applicable taxes for the administrative costs of the Vendor in reviewing the application for consent, which sum shall be non refundable. \$565

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 23 day of April 2017

[Signature]
 Witness:

[Signature]
 Witness:

[Signature]
 Purchaser: **Samy Said Makrouna**

[Signature]
 Purchaser: **Irene Naem Abd ElMalak**

THE UNDERSIGNED hereby accepts this offer.

DATED at Mississauga this 27 day of April 2017

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: [Signature]
 Authorized Signing Officer
 I have the authority to bind the Corporation

Tue 11, 2017, 2h

2.



Confirmation of Co-operation and Representation

Toronto Real Estate Board

Form 320

for use in the Province of Ontario

BUYER: Yawoi Wang

SELLER: Sany Makrouma and Irene Abd Elmalak

For the transaction on the property known as: #3707-4011 BRICKSTONE MEWS Mississauga L5B 0J7

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

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

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

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- ☒ 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)
 - ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the Buyer; information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

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

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- ☐ The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid by the Seller in accordance with a Seller Customer Service Agreement ☐ or: ☐ by the Buyer directly

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

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

 **BUYER**

 **CO-OPERATING/BUYER BROKERAGE**

 **SELLER**

 **LISTING BROKERAGE**

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

CO-OPERATING BROKERAGE- REPRESENTATION:

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

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
half month rent
(Commission As Indicated in MLS Information)
b) ☐ The Co-operating Brokerage will be paid as follows:

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

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

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

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

HOMELIFE NEW WORLD REALTY INC.

(Name of Cooperating/Buyer Brokerage)

201 CONSUMERS RD., STE. 205 TORONTO

Tel.: (416) 490-1177 Fax: (416) 490-1928
Date: 06/05/2017
Authorized to bind the Co-operating/Buyer Brokerage
6/5/2017 5:30:01 PM EDT

KEVIN WU

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

RIGHT AT HOME REALTY INC.

(Name of Listing Brokerage)

5111 NEW STREET UNIT 100 BURLINGTON

Tel.: (905) 637-1700 Fax: (905) 637-1070
Date: 6/6/2017
Authorized to bind the Listing Brokerage

RANIA BOUTROS

(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.

Authenticated
Signature of Buyer
Yanwei Wang
Date: 06/05/2017
6/5/2017 5:32:40 PM EDT

Signature of Seller

Date: 6.6/2017

Signature of Seller

Date: 6.6/2017



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OREA Ontario Real Estate Association
Agreement to Lease
Residential

Toronto
Real Estate
Board

Form 400

for use in the Province of Ontario

This Agreement to Lease dated this 5 day of June, 2017

TENANT (Lessee), Yawei Wang

(It all legal names of all tenants)

LANDLORD (Lessor), Samy Makrouna and Irene Abd Elmalak

(Full legal name of Landlord)

ADDRESS OF LANDLORD

(Legal address for the purpose of receiving notice.)

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, /we, the Tenant hereby offer to lease, premises known as:

#3707 -4011 BRICKSTONE MEWS Mississauga 15B 0J7

2. **TERM OF LEASE:** The lease shall be for a term of One year commencing June 7, 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 Two Hundred Fifty Canadian Dollars (CDN\$ 2,250.00), 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 (Herein to/Upon acceptance/as otherwise described in this Agreement) by negotiable cheque payable to RIGHT AT HOME REALTY INC. "Deposit Holder" in the amount of Four Thousand Five Hundred Canadian Dollars (CDN\$ 4,500.00) 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 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 residential

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

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	☒	☐	Cable TV	☐	☒
Oil	☐	☐	Condominium/Cooperative fees	☒	☐
Electricity	☐	☒	Garbage Removal	☐	☒
Hot water heater rental	☒	☐	Other: <u>one parking and locker</u>	☒	☐
Water and Sewerage Charges	☒	☐	Other: <u>internet and phone</u>	☐	☒

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):

YW

INITIALS OF LANDLORD(S):

SA

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7. **PARKING:**

The lease includes one underground parking and one locker unit in the building.

8. **ADDITIONAL TERMS:** N/A

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

10. **IRREVOCABILITY:** This offer shall be irrevocable by **Tenant** (Landlord or Tenant) until **9:00** p.m. on the **6** day of **June**, 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.: (For delivery of Documents to Landlord) FAX No.: (For delivery of Documents to Tenant)
 Email Address: **raniamom@yahoo.com** Email Address: **kevinwu57@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.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): 

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:

(Witness) IN WITNESS whereof I have hereunto set my hand and seal: 06/05/2017
(Tenant or Authorized Representative) [Signature: Yawei Wang] (Seal)
(Witness) 05/2017 5:52:43 PM EDT
(Tenant or Authorized Representative)
(Witness)
(Guarantor)
(Seal)

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:

(Witness) [Signature] DATE 5/6/2017
(Landlord or Authorized Representative) (Seal)
(Witness) [Signature] DATE 6/6/2017
(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) DATE (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 a.m./p.m. this day of 20
(Signature: [Signature]) (Landlord or Tenant) (Seal)

INFORMATION ON BROKERAGE(S)

Listing Brokerage: **RIGHT AT HOME REALTY INC.** Tel.No. (905) 637-1700
RANIA BOUTROS
(Salesperson / Broker Name)
Coop/Tenant Brokerage: **HOMELIFE NEW WORLD REALTY INC.** Tel.No. (416) 490-1177
KEVIN WU
(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 (Tenant) DATE
(Landlord) DATE (Tenant) DATE
Address for Service Address for Service
Tel.No. Tel.No.
Landlord's Lawyer Tenant's Lawyer
Address Address
Email Email
Tel.No. Tel.No.
FAX 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.

[Signature] Acknowledged by: [Signature]
(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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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), Yawci Wang, and**LANDLORD (Lessor),** Samy Makrouna & Irene Abd Elmalakfor the lease of #3707 - 4011 BRICKSTONE MEWS MississaugaL5B 0J7dated the 5 day of June, 2017

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. Tenant agrees to pay the cost of all utilities required on the premises during the term of the lease and any extension thereof, including but not limited to electricity, water, sewer and gas or other fuel. 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, if not in default hereunder, shall have the option, by written notice, given to the Landlord at least 60 days before the end of the lease term, to renew the lease for a further year term with the same terms and conditions, except the lease price will be increased as per the guidelines of the landlord & tenant act.

Landlord shall pay real estate taxes, [condominium fees and parking if applicable] 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. Tenants agrees to purchase & maintains fire & liability insurance for personal property (minimum legal amount 1 million dollars) to be in force & effect as of the first day of occupancy & provide proof of it to the landlord.

Tenant agrees not to sublet the property during the lease term.

Tenant agrees to vacate the premises by 6:00 pm on the last day

Tenant agrees to return all keys & fobs at the end of the lease term or any extension thereafter.

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

Landlord retains the right to inspect the property from time to time upon 24 hours notice & to do repairs inside the premises, providing that the tenant are present for inspection and or repairs.

Tenants agrees to neither having any business operation from the leased premises, nor placing any illegal substances, toxic or chemical wastes in or around the property.

If the rented premises are vacant on the date that the rent become due & no payment has been received by landlord, it shall be presumed that the tenant has abandoned the rented premises & the landlord shall be entitled to & may take immediate possession of the rented premises & to proceed with all legal remedies to collect any amount due for act of damage.

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

INITIALS OF TENANTS:**INITIALS OF LANDLORD(S):**

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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), Yawei Wang, and**LANDLORD (Lessor),** Samy Makrouna & Irene Abd Elmalakfor the lease of #3707 - 4011 BRICKSTONE MEWS MississaugaLSB 0J7 dated the 5 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.

Tenants agrees & acknowledges that only the names in the rental application will be the people living in the property & there will be no smoking & no pets on the property.

Tenant shall give the landlord Ten post-dated cheques on the day the tenants receive the keys. Landlord agrees to cash the cheques on or after the date on the cheque.

Tenant agrees to pay landlord \$50 for each & every cheque which the landlord's bank or depository refuses to honor. Tenant agrees to deliver cash or certified cheque to landlord for replacement or returned cheques & the service charges within 48 hours upon receiving notice from the landlord during that period. Tenant will be responsible for all cost in any delay in payment.

The following appliances belonging to the Landlord are to remain on the premises for the Tenant's use: Stainless steel fridge Frigidaire, Stainless steel stove Frigidaire, B/I stainless steel dishwasher Frigidaire, B/I over the range Samsung Microwave, Whirlpool washer & dryer

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

The tenant hereby agrees that if there are any problems with the appliances &/or concerns with the property, the tenant shall inform the landlord immediately, and landlord can have access to the property with a qualified repair person to remedy the situation.

Tenant agrees to pay for all & any repairs costing \$70 and less, including but not limited to changing faucet washers, range hood filters, light bulbs, etc. which are considered normal wear & tear items.

Tenant shall have the carpets professionally cleaned at end of lease term at Tenant's cost. the tenant agrees to leave the premises at the end of the lease term in the same state as on the commencement of the lease term, if there is any damage caused as a result of negligence on the part of the tenant, the tenant shall be responsible for any & all repairs.

The Tenant agrees to allow the Landlord or his agent to show the property at all reasonable hours to prospective

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

INITIALS OF TENANTS:**INITIALS OF LANDLORD(S):**

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Ontario Real Estate Association

Schedule A

Agreement to Lease - Residential

Form 400

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), Yawei Wang,

, and

LANDLORD (Lessor), Sany Makrouna and Irenc Abd Elmalak

for the lease of #3707 -4011 BRICKSTONE MEWS

Mississauga

LSB 0J7

dated the 5 day of June

2017

1. The landlord and tenant both agree that when this agreement to lease is accepted it shall become the actual lease.

2. The tenant shall not make any structural changes or improvements to the premises without the written consent from the landlord. And the landlord retains the right to inspect the property from time to time upon 24 hours notice (notice not required for emergency situation) and to do repairs inside the premises in necessary.

3. The landlord shall be responsible for municipal taxes, duties, rates, mortgage, assessment levied against the property and condominium maintenance fees, which include provision to the tenant the water, use of common elements, heat, cac, one parking, one locker, and Building insurance. The tenant shall be responsible for the hydro and shall set up his own utility accounts and provide account number to the landlord on or before the lease commencement date.

4. The tenant shall give the landlord prompt notice of any repair required, and the landlord shall carry out all repairs within a reasonable time. For repairing cost due to "normal wear and tear", the tenant shall pay the first \$50 per incidence, the landlord shall cover the amount over \$50 per incidence. The tenant is responsible for all cost of repair or damages to walls, floors, doors, fixtures, and appliances included in the property that caused by the tenant's willful or negligent conduct.

5. If either the landlord or the tenant wishes to terminate the tenancy at the end of the term pursuant to this lease or at any extension or renewal thereof, then either party will give notice to the effect in writing no less than sixty [60] days prior to the expiration of the expiry date thereof.

6. The tenant agrees that the landlord or his agent may show the premises to any prospective tenant or buyer during the last sixty [60] days of the lease or any extension thereafter, provide that landlord or his agent has given reasonable notice or has given 24 hours notice to the tenant and that the showing is arranged between 9:00 am to 9:00 pm.

7. The lease includes the following chattels and fixtures which are provide by the landlord and are for the tenant's use: all existing appliances including fridge, stove, microwave, dishwasher, washer and dryer, and all existing ELF's. The landlord warrants that all appliances, light fixtures will be on working order on occupancy date. The tenant agrees to maintain the said appliances, and ELF's in a state of ordinary cleanliness at the Tenant's cost.

8. The landlord agrees to professionally clean the property and give vacant possession to the tenant on the lease commencement date. The tenant acknowledges and agrees that the tenant is required to return the premises to the landlord at the end of the lease or any extension or renewal thereafter in the same clean and tidy condition as it was

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

INITIALS OF TENANT(S):

[Signature]

INITIALS OF LANDLORD(S):

[Signature]

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Ontario Real Estate Association

Schedule A

Agreement to Lease - Residential

Form 400

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), Yawei Wang, and

LANDLORD (Lessor), Samy Makrouna and Irene Abd Elmalak

for the lease of #3707 -4011 BRICKSTONE MEWS

Mississauga

LSB 017

dated the 5 day of June

2017

on the lease commencing date, except for normal wear and tear and shall not allow any garbage to accumulate in or about the premises. Should it become necessary for the landlord to arrange for a cleaning, the tenant will be solely responsible and liable to the landlord for all cost incurred thereof.

9. The landlord agrees to deliver two set of keys, one fobs and one garage door opener to the tenant on commencing date. The tenant shall return all the keys and fobs in good condition to the landlord at the end of the lease. The tenant shall be responsible for cost of replacement of any missing or damaged keys or fobs during the lease term. The tenant agrees to pay \$200 to the landlord as a refundable key deposit.

10. The tenant agrees that the landlord's insurance on the premises does not provide coverage for the tenant's personal property, nor liability on behalf of the tenant. The tenant agrees to purchase a tenant's package insurance with minimum \$1,000,000.00 coverage for fire and liability and provide the landlord with a copy of the policy prior to possession, and shall keep the insurance in effect all the time during the lease term and extension or renewal thereafter.

11. The tenant agrees that only the tenants on the rental application shall occupy the property and the tenant shall not assign or sub-lease the subject property without the written consent of the landlord, such consent shall not be unreasonably withheld by the landlord. The Tenant covenants to pay the Landlord's reasonable expenses incurred in providing the aforesaid consent.

12. The tenant acknowledges and agrees that no smoking and no pet rule is applicable to the tenant and tenant's guest at the premise.

13. The tenant agrees to neither having any business operation from the leased premises nor placing any illegal substances, toxic or chemical wastes in or around the property.

14. The tenant shall follow the by-laws and rules of the condominium corporation. The landlord shall provide a copy of the by-laws and rules of the condominium corporation to the tenant upon request. The landlord shall maintain the premises in a good state of repair, fit for habitation, during the term of the tenancy agreement and shall comply with health, safety, housing, and maintenance standards.

15. For the convenience of the tenant, the tenant willingly offer to pay the landlord the all the remaining ten (10) month's rent in advance in bank draft on or before the lease commencement date.

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

INITIALS OF TENANT(S):

Yawei Wang

INITIALS OF LANDLORD(S):

Samy Makrouna and Irene Abd Elmalak

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

BUYER,

and

SELLER,

for the property known as

..... dated the day of 20.....

Buyer hereby acknowledges that Royal LePage Signature Realty ("Deposit Holder") advises that the deposit for this transaction attracts interest at the rate of Prime minus 2.25%. Any interest accrued on said deposit, in excess of \$50.00 ("Administration Fee"), shall be paid to the Buyer following successful completion of this transaction. Interest can only be paid upon receipt of a valid Social Insurance Number as required by the Income Tax Act.

The Seller and the Buyer agree and/or acknowledge that no information provided by Royal LePage Signature Realty, Brokerage is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

The Buyer agrees to pay the deposit holder a service charge of \$50.00 for any dishonoured deposit cheque paid to the company.

Unless otherwise stated in the Agreement, the chattels (if any), which are included in the Purchase Price are being sold in "As Is" condition, without warranty.

For all intents and purposes, the Buyer and Seller agree for giving any notices pertaining to the Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or Statutory Holiday in the Province of Ontario.

The Buyers agree that they will deliver the deposit for this transaction by certified cheque/bank draft to the Listing Brokerage within 24 hours of acceptance of this Agreement.

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

INITIALS OF BUYER(S):

yw

INITIALS OF SELLER(S):

[Handwritten initials]

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Douglas M. Davidson

Barrister & Solicitor
Notary Public

105 – 1140 Burnhamthorpe Rd. W.
Mississauga, ON L5C 4E9
Tel: 905-279-3330
Fax: 905-279-2735

April 13, 2017

Mr. Samy Makrouna & Ms. Irene Abd Elmalak
4011 Brickstone Mews
Suite #3707
Mississauga, Ontario

Re: Your purchase from Amacon Development (City Centre) Corp.
4011 Brickstone Mews, Suite #3707, Mississauga
My File No: 12-31032

TRUST LEDGER STATEMENT

Received from you		\$22,307.47
Paid balance due on closing (occupancy)	\$22,307.47	
	<u>\$22,307.47</u>	<u>\$22,307.47</u>

THIS IS MY STATEMENT HEREIN



Douglas M. Davidson
DMD:cp/o

E. & O. E.

\$19,595 + upgrade

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

DEPOSIT

Between: AMACON DEVELOPMENT (CITY CENTRE) CORP. (the "Vendor") and

IRENE NAEEM ABD ELMALAK and SAMY SAID MAKROUNA (the "Purchaser")

Suite 3707 Tower ONE Unit 7 Level 36 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following changes shall be made to the above-mentioned Agreement of Purchase and Sale executed by the Purchaser on 25/02/2012 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:

DELETE:

- (iii) the sum of **Nineteen Thousand Five Hundred Ninety-Five (\$19,595.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ninety (90) days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of **Nineteen Thousand Five Hundred Ninety-Five (\$19,595.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Thirty-Nine Thousand One Hundred Ninety (39,190.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty-five (25%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

INSERT:

- (iii) the sum of **Nineteen Thousand Five Hundred Ninety-Five (\$19,595.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii) and (iii) to ten (10%) percent of the Purchase Price submitted with this Agreement and post dated ~~ninety~~ **One hundred and Twenty** days following the date of execution of this Agreement by the Purchaser;
- (iv) the sum of **Nineteen Thousand Five Hundred Ninety-Five (\$19,595.00)** Dollars so as to bring the total of the deposits set out in subparagraphs 1(a)(i), (ii), (iii) and (iv) to fifteen (15%) percent of the Purchase Price submitted with this Agreement and post dated ~~one hundred and twenty~~ **three hundred and thirty-five** days following the date of execution of this Agreement by the Purchaser; and
- (v) the sum of **Nineteen Thousand Five Hundred Ninety-Five (\$19,595.00)** Dollars so as to bring the total of the deposits set out in subparagraph 1(a)(i), (ii), (iii), (iv) and (v) to twenty (20%) percent of the Purchase Price) on the Occupancy Date (as same may be extended in accordance herewith);

Dated at Mississauga, Ontario this 26th day of February 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of:


Witness


Purchaser - Samy Said Makrouna


Witness


Purchaser - Irene Naem Abd ElMalak

Accepted at Mississauga this 20 day of February 2012.
AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s

Authorized Signing Officer
I have the authority to bind the Corporation.

MR SAMY MAKROUNA
MRS IRENE ABD ELMALAK
2266 DUNFOREST CRES
OAKVILLE ON L6M 4X3

044

DATE 2017-06-11

PAY TO THE
ORDER OF

Amazon City Centre Seven New development
Five hundred sixty five ^{hundred} ~~thousand~~ \$ 565⁰⁰

BMO Bank of Montreal

2536 THIRD LINE, BUILDING B
OAKVILLE, ON L6M 0G8

MEMO

PSV # 3757 clearing

Amortized Fee

[Signature]

⑆044⑆ ⑆32992⑆00⑆⑆⑆

3978⑈535⑈

MP

STYLE 130

Security features
on back
Details on back

Received by

On June 11, 2017

P3V # 3707

11 JUN 2017, RW

tenant

Driver's Licence
Permis de conduire **ON**
CANADA

WANG, YAWEI
RM1916-8 HILLCREST AVE
NORTH YORK, ON, M2N 6Y8

W0418 - 7B909 - 70115

2016/03/14 **2018/04/11**

0H682A909 **180 cm**

M

G2

王亚伟

DOBSON 1997/01/18 AGE 19/ANS 2016/01/15



- ☐ Toronto Head Office: (O) 416-847-8400 (F) 416-391-0013
☐ Toronto Branch: (O) 416-391-3232 (F) 416-391-0319
☐ Mississauga Branch: (O) 905-565-9200 (F) 905-565-6677
☐ Richmond Hill Branch: (O) 905-695-7888 (F) 905-695-0900
- ☐ Burlington Branch: (O) 905-637-1700 (F) 905-637-1070
☐ Durham Branch: (O) 905-665-2500 (F) 905-665-3167
☐ Vaughan Branch: (O) 289-357-3000 (F) 289-357-3009
☐ Newmarket Branch: (O) 905-953-0550 (F) 905-953-0554

DEPOSIT RECEIPT

Date: June 9, 2017 Time: 12pm Branch: BURL

Received From: Rania Batros Name of Buyer(s): _____

Co-Operating Brokerage/Agent: Kevin Wu Telephone Number: 647 505 9329

Email Address: kevinwu57@gmail.com (HomeLife New World Realty)

Type of Cheque Received:
☐ Certified Cheque ☐ Personal Cheque ☐ Bank Draft ☐ Money Order ☐ Others

Payable to: Right At Home Realty Inc.

☒ First Deposit ☐ Further Deposit

Amount: Five Thousand and Five hundred -- xx (\$ 4,500.00)

Property Address: 4011 Brockstone Mews / 3707 Listing Agent: Rania Batros

Received by: OX
☐ Notified Agent via Telephone ☐ Emailed a copy of the Deposit Cheque to Listing Agent ☐ Saved a Copy on Fiche

OFFICE POLICY FOR DEPOSITS CHEQUES

In the event that conditions in your Agreement of Purchase and Sale are NOT satisfied, and a request for a Return of the Deposit by way of a Mutual Release is required; For Uncertified/Personal cheques: The deposit shall NOT be returned until a full 15 business days clearing period has passed by our bank. For Bank Drafts or Certified Cheques: The deposit will not be returned until a full 5 business days clearing period has passed by our bank.

10358 (1215)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

1177 CENTRAL PARKWAY WEST UNIT 35
MISSISSAUGA, ON L5C 4P3

81445646

DATE

2017-06-06

Transit-Serial No.

1868-81445646

Pay to the
Order of

RIGHT AT HOME REALTY INC. IN TRUST

\$

*****4,500.00

Authorized Signature for Endorsement: [Signature]

Re *****00/100 Canadian Dollars

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

11811445646 1096120041

380811

June 11, 2017, PW 8/9



UNIVERSITY OF
TORONTO



WANG
Yawei
1002631654

wangyawe



2176101623684800



04/07/2016

PSV 3707 Tenant's Student ID



Date: March 21, 2017

Mr. Samy Makrouna / Mrs. Irene Abd ElMalak

Address: 2266 Dunforest Crescent, Oakville, ON
L6M 4X3

Home Phone: 905-901-4906

Cell: 905-616-3327

samyroston@yahoo.com

Dear Mr. Makrouna & Mrs. Abd ElMalak

Property address: 3707-4011 Brickstone Mews, Mississauga, ON
L5B 0G2

Purchase price: \$391,900

Mortgage amount: \$313,520

Term: 5 year fixed at 2.79%

Expiry date: April 30, 2017

Please be advised that you are pre-approved for a mortgage up to \$313,520 based on 20% down payment.

Please feel free to contact me if you have any questions regarding this pre-approval certificate.

Conditions:

1- Satisfactory income confirmation via letter of employment, recent paystubs, last two years notice of assessments, last two years T1 Generals prepared by a licensed accountant.

2- Satisfactory down payment confirmation via 90 days bank statements.

Satisfactory full appraisal.

Full approval to be provided once a full credit application and credit check has been completed by CIBC.

Subject to all other CIBC lending criteria

Matt Dawoud
Mortgage Advisor, CIBC
416-917-4600

PSV #3707
c/o leasing worksheet
10