OREA Ontario Real Estate Association

Form 510
for use in the Province of Ontario

Agreement to Lease
Commercial – Long Form

This Agreement to Lease (Agreement) dated this 2 day of April 20 18

TENANT: Devon & Denise Burnett (on behalf of a new company to be incorporated)
(Full legal names of all Tenants)

LANDLORD: Amf Investments Inc.
(Full legal names of all Landlords)

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. For the purposes of this Agreement to Lease "Tenant" includes lessee and "Landlord" includes lessor.

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1. **PREMISES:** The "Premises" consisting of approximately 778 square feet (feet/metres) more or less on the first floor of the "Building" known municipally as 551 LAKESHORE RD E/Unit 10 in the City of Mississauga Province of Ontario, as shown outlined on the plan attached as Schedule "B".

2. **USE:** The Premises shall be used only for a typical The UPS Store retail business

3. **TERM OF LEASE:**
(a) The lease shall be for a term of Five Years (60) months commencing on the 1 day of July 20 18 and terminating on the 30th day of June 2023.
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(b) Provided the Tenant is not at any time in default of any covenants within the Lease, the Tenant shall be entitled to renew this Lease for two additional term(s) of 60 months (each) on written notice to the Landlord given not less than 6 months prior to the expiry of the current term at a rental rate to be negotiated. In the event the Landlord and Tenant can not agree on the fixed minimum rent at least two months prior to expiry of the current lease, the fixed minimum rent for the renewal period shall be determined by arbitration in accordance with the Arbitration Act or any successor or replacement act.

DS DB

4. **RENTAL:** Fixed minimum rent: The fixed minimum rent payable by the Tenant for each complete twelve-month period during the lease term shall be:

From 2018 to 2019 inclusive, $27,600.00 per annum being $2,300.00 per month, ~~based upon $35.48 per sq. foot~~ (foot/metre)

From 2019 to 2020 inclusive, $27,600.00 per annum being $2,300.00 per month, ~~based upon $35.48 per sq. foot~~ (foot/metre)

From 2020 to 2021 inclusive, $28,200.00 per annum being $2,350.00 per month, ~~based upon $36.26 per sq. foot~~ (foot/metre)

From 2021 to 2022 inclusive, $28,200.00 per annum being $2,350.00 per month, ~~based upon $36.26 per sq. foot~~ (foot/metre)

From 2022 to 2023 inclusive, $28,786.00 per annum being $2,398.83 per month, ~~based upon $37.00 per sq. foot~~ (foot/metre)

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plus HST, and other tax (other than income tax) imposed on the Landlord or the Tenant with respect to rent payable by the Tenant, payable on:
(Check one box only)

☑ the first day of each month commencing July 1st 2018

☐ the .... day of the first month immediately following completion of the Landlord's Work.

DS DB

~~The fixed minimum rent shall be adjusted if the actual measurement of the leased Premises differ from the approximate area. The actual measurement shall~~ be agreed upon and ~~failing agreement, calculated by an Ontario Land Surveyor/Architect~~ using the current Building Owners And Managers Association ~~standard form of measurement and shall be binding on both parties.~~

INITIALS OF TENANT(S): Db DB

INITIALS OF LANDLORD(S):

5. **DEPOSIT AND PREPAID RENT:** The Tenant delivers Upon acceptance
(Herewith/Upon acceptance/as otherwise described in this Agreement)

DB

by negotiable cheque payable to TORLON REALTY CORPORATION BROKERAGE "Deposit Holder"

DB

in the amount of Five Thousand THREE ~~One~~ Hundred AND NINE ~~Ninety-Eight~~ CANADIAN DOLLARS AND SIXTY-EIGHT CENTS

Canadian dollars (CDN$) ~~5198.00~~ 5309.68 to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the lease to be applied by the landlord against the FIRST and LAST month's rent and HST. 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.

6. **SERVICES:** (Check one box only)

☑ The Tenant shall pay the cost of hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the premises. The tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant.

☐ The landlord shall pay the cost of hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the premises.

7. **ADDITIONAL RENT AND CHARGES:**

☐ Check this box if Additional Rent as described below to be paid by Tenant

The Tenant shall additionally pay a proportionate share of all costs and expenses incurred by the Landlord in maintaining, operating, cleaning, insuring and repairing the property and, without limiting the generality of the foregoing, such costs and expenses shall include the costs of:

(i) snow, garbage, and trash removal;
(ii) landscaping and planting;
(iii) heating, ventilating and air-conditioning, and providing hot and cold water and other utilities and services to, and operating the common areas of the property, and maintaining and repairing the machinery and equipment for such utilities and services;
(iv) the realty taxes, assessments, rates, charges and duties levied or assessed against the property (save any tax on the personal income of the landlord);
(v) insuring the property and such other insurance as the landlord will effect against public liability, property damage, loss of rental income and other casualties and risks.
(vi)

8. **SCHEDULE(S):** The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A, B, C,D

~~Landlord~~ Tenant DB

9. **IRREVOCABILITY:** This offer shall be irrevocable by Tenant until 6 p.m. on the ~~12~~ 16 day
(Landlord/Tenant)

of April 2018, after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

10. **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: fl@torlonrealty.com (For delivery of Documents to landlord)

Email Address: [illegible]2@gmail.com (For delivery of Documents to Tenant)

INITIALS OF TENANT(S): DB

INITIALS OF LANDLORD(S):

11. **LANDLORD'S AND TENANT'S WORK:** The Landlord agrees to complete the work described as the "Landlord's Work" in Schedule "A" attached hereto. The Tenant agrees to complete any additional work necessary to prepare the Premises for the Tenant's use, described as "Tenant's Work" in Schedule "A" attached hereto. The Tenant shall not proceed with any work within or affecting the Premises without the Landlord's prior written approval, which approval shall not be unreasonably withheld.

12. **SIGNAGE:** The Tenant may, at its own expense, erect signage in a good and workmanlike manner, subject to municipal by-laws and government regulations and subject to the Landlord's written approval as to the design, colour, and content of any such signs, which approval shall not be unreasonably withheld, and to be located as follows: FRONT AND THE WEST SIDE OF PREMISIS ON AWNINGS

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13. **INSURANCE:** The Tenant agrees to insure the property and operations of the Tenant, including insurance for fire and such additional perils as are normally insured against, liability insurance and any other insurance as may be reasonably required by the Landlord. THE TENANTS INSURANCE SHOULD ALSO NAME THE LANDLORD AS AN ADDITIONAL INSURED.

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14. **EXECUTION OF LEASE:** The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.

15. **OCCUPANCY OR RENT TO ABATE:** In the event the premises are not completed by the Landlord for occupancy by the Tenant on the date set out herein for commencement of the Term of the Lease, the rent under this agreement shall abate to the extent of such delay, and the Tenant hereby agrees to accept such abatement of rent in full settlement of all claims which the Tenant might otherwise make because the Premises were not ready for occupancy by the said date.

16. **ASSIGNMENT:** This Agreement to Lease shall not be assignable or otherwise transferable by the Tenant. The Tenant may not sublet or assign or transfer its interest in the Lease contemplated herein without securing the written consent from the Landlord, which consent shall not be unreasonably withheld, provided however, if the consent is granted, the Tenant shall remain liable for all obligations under the Lease.
If the Tenant is a corporation, the transfer of the majority of the issued shares in the capital stock, or any transfer, issuance or division of shares of the corporation sufficient to transfer control of the corporation shall be deemed for all purposes to be an assignment within the meaning of this Agreement and any Lease. This provision shall not apply to a corporation whose shares are listed and traded on any recognized public stock exchange in Canada or the United States.

17. **PARKING:** Unless otherwise stipulated, parking, if applicable, shall be in common and unreserved.

18. **AGREEMENT IN WRITING:** 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.

19. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

20. **BINDING AGREEMENT:** This Agreement and the 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.

INITIALS OF TENANT(S): DB　　　INITIALS OF LANDLORD(S):

21. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my hand and seal:	
(Witness)	(Tenant/Authorized Signing Officer)	(Seal) DATE April 02, 2018
(Witness)	(Tenant/Authorized Signing Officer)	(Seal) DATE April 02, 2018
(Witness)	(Guarantor)	(Seal) DATE

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (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.

(Witness)	(Landlord/Authorized Signing Officer)	(Seal) DATE April.7.18
(Witness)	(Landlord/Authorized Signing Officer)	(Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 1:00 a.m./p.m. this 14TH day of ...., 2018.

(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage TORLON REALTY CORPORATION BROKERAGE Tel.No. (416) 613-1010

FRANK S. LONGO

(Salesperson / Broker / Broker of Record Name)

Co-op/Tenant Brokerage SUTTON GROUP-ADMIRAL REALTY INC. Tel.No. (416) 739-7200

MAHNOUSH POUR-SHAHNAZARI

(Salesperson / Broker / Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.
(Landlord) DATE April 14/18	(Tenant) DATE
(Landlord) DATE	(Tenant) DATE 02/April/18
Address for Service	Address for Service
Tel.No.	Tel.No.
Landlord's Lawyer	Tenant's Lawyer
Address	Address
Email	Email
Tel.No. FAX No.	Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Cooperating Brokerage shown on the foregoing Agreement to Lease:
In consideration for the Cooperating 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.

(Authorized to bind the Listing Brokerage)	Acknowledged by: (Authorized to bind the Cooperating Brokerage)

OREA Ontario Real Estate Association

Form 512
for use in the Province of Ontario

Schedule A
Agreement to Lease – Commercial

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

TENANT: Devon & Denise Burnett (on behalf of a new company to be incorporated), and

LANDLORD: Amf Investments Inc.,

for the lease of 551 LAKESHORE RD E unit 10 Mississauga

L5G 1H0 dated the 2 day of April 2018

This Offer is Conditional ~~to the followings~~: ON SUBSECTION (g) ONLY DB IN UPLOADS POSSESSION DB

(a) The Landlord shall supply to the Tenant copies of all required drawings ~~and site specifications necessary for the Tenant to prepare its working drawings upon execution of this Agreement.~~ DB

~~(b) The Landlord shall apply for and obtain at its cost all permits for construction for which it is responsible.~~ DB

(c) The Landlord shall provide the Unit with at least 100 AMP Service.

(d) The Tenant shall supply to the Landlord a complete set of working drawings of the Tenant's proposed improvements to the Premises within a reasonable time following execution of this Agreement. Such drawings shall be subject to the prior approval of the Landlord not to be unreasonably withheld.

(e) The Tenant shall apply for and obtain at its cost all permits for construction for which it is responsible.

(f) The Lease shall contain the provisions contained in Schedule "C" attached and MBEC Communications INC shall be a signatory to the lease to give effect to the terms and provisions contained therein.

(g) The Tenant has obtained a franchise to operate a The UPS Store retail centre from MBEC Communications INC. On or before the 2nd day May, 2018. The Tenant shall confirm his intention to remove this condition in writing. Furthermore if such approval is NOT obtained, this contract is terminated and the Landlord shall return the deposit to the Tenant in full and without any deduction. TENANT TO PROVIDE LANDLORD WITH A SIGNED COPY OF FRANCHISE AGREEMENT. DB

(h) The Landlord Agrees to 60 days Rent Free Build Out period. (July 1st 2018- August 31st 2018), TENANT TO BE RESPONSIBLE FOR UTILITIES AND WATER DURING RENT FREE PERIOD

(I) The Tenant is responsible for 25% of total water bill. DB

NOTWITHSTANDING SECTION 6 OF THE OREA AGREEMENT TO LEASE, THE TENANT ACKNOWLEDGES THAT THE WATER METER ON THE PROPERTY IS SHARED WITH THE RESIDENTIAL PORTION, AND THE TENANT AGREES TO BE RESPONSIBLE AND PAY FOR TWENTY-FIVE (25%) OF THE TOTAL WATER BILL. DB

THE TENANT IS RESPONSIBLE FOR ITS OWN SNOW REMOVAL FROM ANY AREAS OF INGRESS/EGRESS TO THE PREMISES AND IS RESPONSIBLE FOR ITS OWN GARBAGE COLLECTION AND REMOVAL DB

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

INITIALS OF TENANT(S): DB DB

INITIALS OF LANDLORD(S):

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DocuSign Envelope ID: 0FA09524-4057-40FA-B7EC-697BD32295A8

OREA Ontario Real Estate Association

Form 512
for use in the Province of Ontario

Schedule B
Agreement to Lease – Commercial

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

TENANT (Lessee), Devon & Denise Burnett (on behalf of new Company to be incorporated) and

LANDLORD (Lessor), AMF Investment Inc.

for the lease of 551 Lakeshore Rd. E Unit 10 Mississauga ON L5G 1H0 dated the 2 day of April, 2018

The Parties to this Agreement hereby acknowledge and understand that Torion Realty Corporation Brokerage will not accept cash deposits. The Buyer agrees to provide a Bank Draft or Certified Cheque for the deposit to the Listing Brokerage within One (1) Business Day following acceptance of this Offer, unless otherwise agreed to in this Agreement.

For the purpose of the Agreement, the terms "banking days" or "business days" shall mean any day other than a Saturday, Sunday, or Statutory Holiday in Toronto, Ontario, Canada. Notices to be received by the Listing Brokerage/Seller no later than 11:59 P.M..

The Lessee and Lessor hereby acknowledge and agree that in accordance with section 27 of the Real Estate & Business Broker Act 2002, Torion Realty Corporation Brokerage(hereinafter referred to as "the Brokerage") will place the deposit from this Agreement to Lease into the Brokerage's statutory Real Estate Trust Account at TD Canada Trust and no interest shall be earned, received or paid on the deposit.

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 such real estate Broker(s) is to be construed as legal, tax or environmental advice.

The Lessee and the Lessor agree and/or acknowledge that no information provided by Torion Realty Corporation Brokerage and/or its Brokers and Sales Representatives 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 advisors prior to signing this Agreement.

The Lessee acknowledges that the MLS Listing, Feature Sheets, Floor Plans, Marketing material and any Pre-inspection reports provided by the Listing Broker with respect to the MLS listing for the property were ordered and obtained for their respective purposes. The Listing Broker makes no representations or warranties regarding these materials and/or their content. Any reliance on the material is at the Lesse's sole option. The Lessor and the Listing Brokerage recommend that the Lessee verify any and all relevant information.

The Lessee and Lessor hereby agree to allow the Listing and Selling Brokerages to use this property in future marketing material.

The Lessee and Lessor acknowledge that Agency Representation as defined in the Real Estate and Business Broker Act , 2002, was explained prior to the execution of this Offer and the Confirmation of Co-operation and Representation was completed prior to the Offer being signed by the Lessee and reviewed and signed by the Lessor.

THE TENANT IS RESPONSIBLE FOR ALL MAINTENANCE/REPAIR/REPLACEMENTS WITH RESPECT TO THE PREMISES AND THE SYSTEMS THEREIN. With the exception of Cooling & heating systems.

DS DB

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

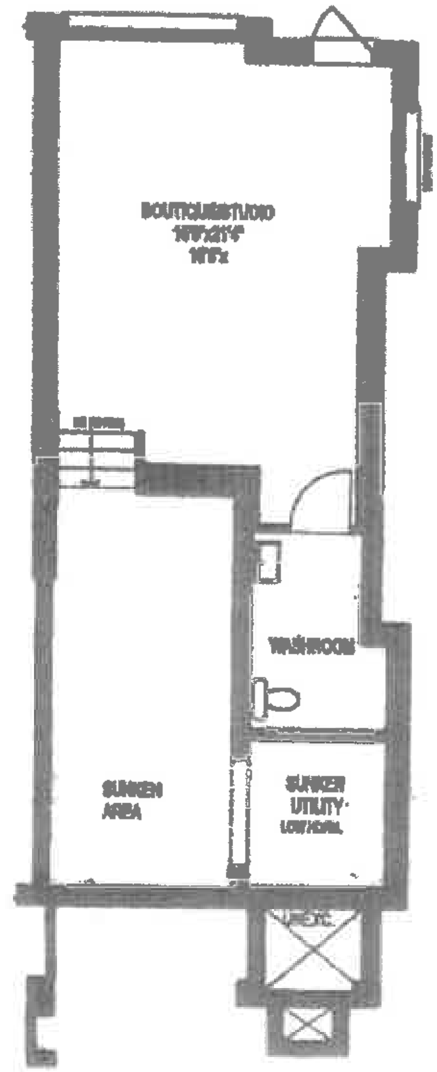
INITIALS OF TENANT(S): DS DB DS DB

INITIALS OF LANDLORD(S):

LOW FLOOR PLAN - BOUTIQUE & WASHROOM 308 Sq. Ft
LOW FLOOR PLAN - SUNKEN STORAGE W/ UTILITY 270 Sq. Ft
TOTAL RETAIL - 718 Sq. Ft

1604 - EL. 'C' END LOT 10

551 LAKESHORE ROAD E.



LOWER FLOOR PLAN

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NOVATION CLAUSE

(a) Notwithstanding anything to the contrary contained in this Lease, it is agreed that if the Franchise Agreement dated the ______ day of ____________________, 20____, between the Lessee carrying on business as THE UPS STORE® (the "TUPSS Centre") and MBEC Communications Inc. ("MBE Canada") expires or is terminated for any reason whatsoever, the Lessee's rights hereunder shall, at the option of MBE Canada or The UPS Store, Inc. ("THE UPS STORE U.S."), be transferred and assigned to either MBE Canada or THE UPS STORE U.S. as directed by MBE Canada. Said option may be exercised by MBE Canada giving the Lessor notice in writing acknowledging its intention to transfer the lease of the Premises to MBE Canada or THE UPS STORE U.S., as the case may be, within thirty (30) days following the expiry or termination of the said Franchise Agreement, such notice to specify, among other things, the date of such expiry or termination. The Lessee acknowledges and agrees that the Lessor may rely upon such notice and shall not be required to enquire into the due execution thereof or the accuracy of the statements set forth therein. It is further agreed that such notice shall, without further act or formality, operate as an effective assignment of the Lessee's rights hereunder to MBE Canada or THE UPS STORE U.S., as the case may be, and the assumption by MBE Canada or THE UPS STORE U.S., as the case may be, of the covenants herein required to be observed or performed by the Lessee. MBE Canada (or if applicable, THE UPS STORE U.S.) shall thereafter have the right to assign or sublet the Premises to such person as it may designate without any fee or modification and without necessity of obtaining any consent thereto (including THE UPS STORE U.S.), provided that in such event MBE Canada shall remain liable, as primary obligor, for the due performance of all obligations of the Lessee contained in this Lease, from the date of such notice. Notwithstanding the foregoing, MBE Canada or THE UPS STORE U.S., as the case may be, shall, forthwith upon the exercise of such option, execute such documents evidencing its agreement to thereafter keep and perform or cause to be kept and performed all of the obligations of the Lessee arising under this Lease from and after the time of the exercise of such option;

(b) The Lessee agrees that the Lessor may upon the written request of MBE Canada disclose to MBE Canada and/or THE UPS STORE U.S. all reports, information or other data in the Lessor's possession in respect of sales made in, upon or from the Premises hereby demised;

(c) The Lessor shall give written notice to MBE Canada and THE UPS STORE U.S. (concurrently with the giving of such notice to the Lessee) of any default by the Lessee under this Lease, and MBE Canada shall have, after the expiry of the period during which the Lessee may cure such default, an additional fifteen (15) days to cure, at its sole option, any such default, provided that if such default arises by reason of the bankruptcy or insolvency of the Lessee or the appointment of a receiver over the Lessee's assets or part thereof, MBE Canada or THE UPS STORE U.S. shall have the right to assume this Lease upon payment of

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any arrears of rental to such date and have full access to the mail boxes upon the Premises. In the event of any such assumption, the Lessee shall cease to have any further rights hereunder;

(d) The Lessor acknowledges that the said Franchise Agreement contains a right on the part of MBE Canada and THE UPS STORE U.S., in the event of the expiry or termination of the said Franchise Agreement for any reason whatsoever, to enter the Premise hereby demised and to operate the Franchise for the account of the Lessee for a period as set forth in the said Franchise Agreement. The Lessor further acknowledges that such entry by MBE Canada or THE UPS STORE U.S. shall not constitute an assignment of this Lease nor a subletting of the Premises hereby demised;

(e) MBE Canada may assign its rights hereunder to THE UPS STORE U.S. without any fee or modification hereof and THE UPS STORE U.S. may further sublease the occupancy contract, without Lessor's consent; provided, for clarification, that the exercise of any rights of MBE Canada or THE UPS STORE U.S. to enter the Premises to operate the Centre for the account of the Franchisee shall not constitute an assignment of such occupancy contract or a subletting of such Premises;

(f) The Lessee and the Lessor agree that the Premises hereby demised shall be used only for the operation of a TUPSS Centre and for no other purpose during the term of the Franchise Agreement and any renewal or extension thereof;

(g) The Lessor and the Lessee agree that the Lessee may not sublease or assign the Lessee's interest under this Lease without the prior written approval of MBE Canada, such approval not to be unreasonably withheld;

(h) The Lessor and the Lessee agree that MBE Canada and THE UPS STORE U.S. shall have the right to enter the Premises hereby demised to protect The UPS Store® trade-marks or The UPS Store® franchise system, to cure any event of default under this Lease or the Lessee's Franchise Agreement with MBE Canada and to make any modifications necessary to cause such Premises to conform with the standards and specifications required by MBE Canada; and

(i) The Lessor acknowledges that MBE Canada is executing this Lease solely for the purpose of acknowledging the provisions contained in the foregoing Clauses (a) to (g) and agrees that such execution by MBE Canada shall in no way be construed so as to obligate MBE Canada for the performance of any of the terms, conditions, obligations and covenants contained herein except as specifically set forth in Section (a) hereof.

Unless herein otherwise provided, each of the terms used herein shall have the same meaning as is given thereto in the Franchise Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the ______ day of ______________, 20____.

SIGNED, SEALED AND DELIVERED	)	MBEC COMMUNICATIONS INC.
in the presence of:	)	
	)	Per: ______________________ ASO
	)	
	)	CORPORATION OR ENTITY (LANDLORD)
	)	
	)	Per: ______________________ ASO
	)	
	)	Per: ______________________ ASO
	)	
	)	
	)	CORPORATION OR ENTITY (TENANT)
	)	DocuSigned by: Denise Burnett 79EA30DF9C2B4D2...
	)	Per: ______________________ ASO
	)	
	)	Per: ______________________ ASO
	)	
	)	DocuSigned by: Denise Burnett 79EA30DF9C2B4D2...
______________________	)	______________________
Witness	)	Lessee (Franchisee)
	)	
______________________	)	______________________
Witness	)	

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DocuSign Envelope ID: 0FA08524-4057-40FA-B7EC-597BD32295A8

OREA Ontario Real Estate Association

Form 320
for use in the Province of Ontario

Confirmation of Co-operation and Representation

BUYER: Devon & Denise Burnett (on behalf of a new company to be incorporated) DB

SELLER: Amf Investments Inc. M.P.

For the transaction on the property known as: 551 LAKESHORE RD E ~~unit 10~~ Mississauga L5G 1H0

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

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

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

1. LISTING BROKERAGE

a) ☑ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☑ The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

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

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

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

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokerage .... (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)

DB	M.P.		
BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER	LISTING BROKERAGE

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

3% 1st Year Gross Rent + 1.50% Gross Rent to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information) For Year 2-5

MM 4 6 · MM 4 5 · M.P. · DB

b) ☑ The Co-operating Brokerage will be paid as follows:

~~The Listing Brokerage will pay for first year 5% from gross rent + 2% of gross rent for year 2-5th.~~

M.P. · DB · DB · M.P. · MM 4 3

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)

SUTTON GROUP-ADMIRAL REALTY INC. (Name of Co-operating/Buyer Brokerage)	TORLON REALTY CORPORATION BROKERAGE (Name of Listing Brokerage)
1206 CENTRE STREET THORNHILL	202-170 BROCKPORT DRIVE TORONTO
Tel.: (416) 739-7200 Fax: (416) 739-9367	Tel.: (416) 613-1010 Fax: (416) 613-1011
Mahnoush P. Date: 02,03,2018 (Authorized to bind the Co-operating/Buyer Brokerage)	[signature] Date: April 7/18 (Authorized to bind the Listing Brokerage)
MAHNOUSH POUR-SHAHNAZARI (Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)	FRANK S. LONGO (Print Name of Salesperson/Broker/Broker of Record 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.

Vivian Burnett Date: 4/4/2018 (Signature of Buyer) [signature] Date: April 7.18 (Signature of Seller)

Date: (Signature of Buyer) Date: (Signature of Seller)