

Parkside Village - Block 9 - South
AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

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

MICHAEL P LIM and PHUONG T, M LUU LIM (the "Purchaser")

Suite **1421 Tower 9 South** Unit **20 Level 13** (the "Unit")

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

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE

n/a

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE

The Vendor shall on the Unit Transfer Date credit the Purchaser on the Statement of Adjustments with an amount of \$10,529.94 and in the event that the Unit is transferred or in the event that the Purchaser assigns his/her interest in the Unit or in the Agreement of Purchase and Sale prior to the Unit Transfer Date (provided that nothing herein shall be construed as any right of the Purchaser to effect any such transfer or assignment other than in accordance with the terms of the Agreement of Purchase and Sale) the Vendor's obligation to provide the credit stated herein shall be null and void.

It is agreed that Royal LePage Real Estate Serv. Ltd will not be seeking any commission on the transaction related to the Agreement of Purchase and Sale stated herein and that the Broker Cooperation Agreement shall be null and void upon the acceptance of this Amendment.

Dated at Mississauga, Ontario this 13 day of OCTOBER, 2020.

SIGNED, SEALED AND DELIVERED

In the Presence of:

Witness

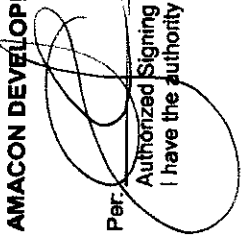
Purchaser - MICHAEL P LIM

Witness

Purchaser - PHUONG T, M LUU LIM

Accepted at Mississauga, Ontario this 14 day of December, 2020.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:  c/s
Authorized Signing Officer
I have the authority to bind the Corporation.

BLOCK NINE

Suite 1421
Unit 20 Level 13 - South
Floor Plan PARKSIDE-R

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: Amacon Development (City Centre) Corp., the Vendor and **ROAYL LEPAGE REAL ESTATE SERVICES**, the Co-Operating Brokerage in connection with the sales of the unit in Block Nine - South Tower, Mississauga).

This will confirm our Agreement that the Vendor will pay to the Co-Operating Brokerage a referral fee (the "Fee") in the amount of **three and one half percent (3.50%)** of the 'Net Purchase Price of the Unit sold to the Purchaser (the Purchase Price less applicable taxes, and excluding any monies paid for extras, upgrades & incentives) on this sale as a full co-operating fee in consideration for the first physical introduction of the Purchaser to **Block Nine - South Tower** and on successful completion of this transaction plus applicable taxes on such Fee. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Brokerage (or a Salesperson employed by the Co-Operating Brokerage) on the Purchaser's first visit to the Parkside Village Sales Center and both the Purchaser and the Co-Operating Brokerage or Salesperson must register at the Vendor's receptionist at such time and the Purchaser shall not have previously registered with the Vendor and the Purchaser shall enter into a firm and binding Agreement of Purchase and Sale with the Vendor. Without limiting the foregoing:

- (i) **telephone registrations will not be valid;**
- (ii) the registration will be valid for 60 days only from the clients first visit to the sales office;
- (iii) the Co-Operating Broker and/or Salesperson must accompany the Purchaser(s) during the execution of the Agreement of Purchase and Sale;

failing which, the parties agree that the Fee shall not be payable.

Notwithstanding any provisions contained herein, the Fee, shall be paid as follows:

- a) One and one half percent (1.5%) upon payment by the Purchaser of a **minimum of 10% Deposit toward of the Purchase Price of the Unit, which Deposit shall have cleared the Vendor's Solicitor's trust account;** and
- b) Two percent (2.0%) within 45 days following Closing;

The Co Operating Brokerage must submit separate invoices for the fee. **Note that the Vendor requires a reference/invoice number and Original invoices. No commission will be paid on faxed invoices. Please mail original invoices to: Amacon Development (City Centre) Corp., Accounts Payable, 37 Bay Street, Suite 400, Toronto, ON M5J 3B2.** All questions and invoices regarding commission should be directed to the Vendor Tel. 416 369 9069.

The Co Operating Brokerage acknowledges and agrees that neither the Co Operating Brokerage nor any sales agent employed by the Co Operating Brokerage is authorized by the Vendor to make any representations or promises to the Purchaser regarding Block Nine - South Tower Project or the sale of the Unit. In this regard, the Co Operating Brokerage covenants and agrees to indemnify and save the Vendor harmless from and against any actions, claims, demands, losses, costs, damages and expenses arising directly or indirectly as a result of any misrepresentation made by the Co Operating Brokerage (or any sales agent employed by the Co Operating Brokerage) to the Purchaser with respect to Block Nine - South Tower Project or the sale of the Unit. The Co Operating Brokerage acknowledges and agrees that the Vendor shall have the right of set off against the Fee and any other amount payable by the Co Operating Brokerage to the Vendor.

The Parties expressly agree that the net Purchase Price and fee calculation is subject to adjustment at the time of Closing for any incentives, credits or other reductions in the Purchase Price determined by the Vendor either at the time of execution of the Agreement or on Closing.

This Agreement shall be binding on the parties and their respective successors and assigns.

The Vendor and the Co Operating Brokerage agree to the terms and conditions expressed in this Agreement.

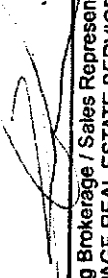
NAME OF PURCHASER(S): MICHAEL P LIM and PHUONG T,M LUU LIM
Suite 1421 Tower 9 South

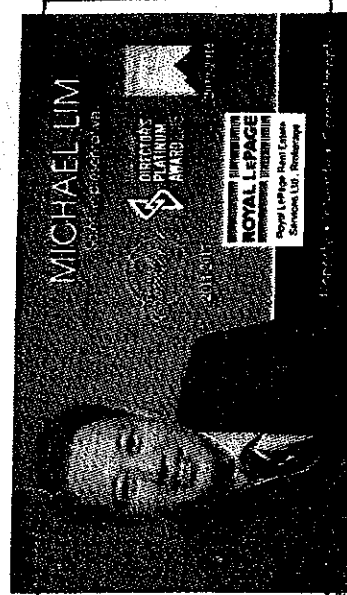
Purchase Price: \$ 316,500.00
*Net Purchase Price: \$ 300,855.51
Fee (Net Commission): \$ 10,529.94

We agree to the terms and conditions as set out herein and acknowledge this date having received a true copy of this Agreement.

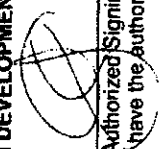
DATED at Mississauga, Ontario this 20 day of June 2016.


Witness


Signature: _____
Co-operating Brokerage / Sales Representative
ROAYL LEPAGE REAL ESTATE SERVICES
MICHAEL LIM



AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER: 
Authorized Signing Officer
Have the authority to bind the Corporation

Date: 20/06/2016



Helping you is what we do. • Votre complice immobilier.

COMMISSION WAIVER

PROJECT : BLOCK 9 SOUTH TOWER

SUIT, LEVEL, & UNIT : #1421, 13, 20

VENDOR: Amazon Development (City Centre) Corp. Suite 400 - 37 Bay Street

Toronto, ON M5J 3B2

BUYER BROKER: ROYAL LEPAGE REAL ESTATE SERVICES LTD, BROKERAGE

PURCHASER'S REPRESENTATIVE: Michael P. Lim

DATE OF OFFER: June 28th, 2016

COMMISSION ADJUSTMENT: \$11,077.50 (3.5%)

As documented in the Broker Referral form for the above-mentioned property, the Buyer Broker hereby directs the solicitor of the Vendor to decrease the purchase price at closing by the amount of Commission Adjustment indicated above. The Purchaser's representative requests that the commission be rebated to the Purchaser and credited to the Purchaser's account on the closing of the transaction.

\$10,529.94 

Accordingly, there will be no commission payable to Royal LePage Real Estate Services Ltd. Brokerage in this transaction and we request that you reflect this in your records in that regard.

Dated at : July 26th, 2016



Michael P. Lim

Sales Representative
Royal LePage Real Estate Serv.Ltd
1654 Lakeshore Rd West
Mississauga, ON L5J 1J3



Anne Alkok
Broker / Manager
Royal LePage Real Estate Serv.Ltd
1654 Lakeshore Rd Mississauga, ON
Mississauga, ON L5J 1J3