

THE GRAND RESIDENCES AT PARKSIDE VILLAGE - BROKER INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT is made between: Amacon Development (City Centre) Corp., the Vendor and **LIVING REALTY INC. BROKERAGE**, the Co-Operating Brokerage.

The Vendor and Cooperating Brokerage acknowledge that they have entered into brokerage cooperation agreements ("Brokerage Cooperation Agreements") regarding the sale of residential condominium units ("Units") in the Vendor's project entitled **The Grand Residences at Parkside Village** (Pt Lot 19, Conc 2, North of Dundas Street, Mississauga), that entitle the Cooperating Brokerage to Fees (as defined and set out in the Brokerage Cooperation Agreements).

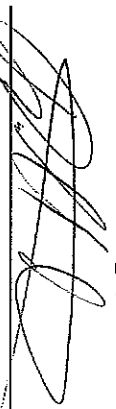
This will confirm that the Vendor will pay to the Cooperating Brokerage, in addition to any Fees under the Brokerage Cooperation Agreements, an incentive fee (the "Incentive Fee") in the amount of One Thousand Dollars (\$1000.00) if the Cooperating Brokerage is entitled to receive Fees under its Brokerage Cooperation Agreements with the Vendor for not less than five (5) Units. The Incentive Fee (plus applicable GST/HST) will be paid at the same time the Cooperating Brokerage is entitled to receive payment of the first installment of its Fees for not less than five (5) Units under the Brokerage Cooperation Agreements. Notwithstanding any provisions contained herein, including the payment of the Incentive Fee, the Incentive Fee is not earned until the final closings of not less than five (5) Units on their respective Unit Transfer Dates (as defined in the Brokerage Cooperation Agreements).

The Cooperating Brokerage must submit a separate invoice for the Incentive Fee. **Please note that the Vendor requires a reference/ invoice number and original invoices. No Incentive Fee will be paid on faxed invoices. Please mail original invoices to: Amacon Development (City Centre) Corp., Accounts Payable, 2 Harbour Street, Toronto, ON M5J 3B1.** All questions and invoices regarding the Incentive Fee should be directed to the Vendor at telephone number: 416-369-9069.

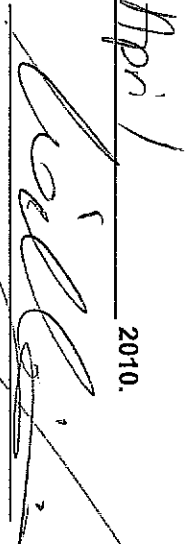
The Cooperating Brokerage acknowledges and agrees that neither the Cooperating Brokerage nor any sales agent employed by the Cooperating Brokerage is authorized by the Vendor to make any representations or promises to any purchaser regarding the Vendor's project entitled "**The Grand Residences at Parkside Village**" or the sale of any Units. In this regard, the Cooperating 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 Cooperating Brokerage (or by any sales agent employed by the Cooperating Brokerage) to any purchaser with respect to the **The Grand Residences at Parkside Village** project or the sale of any Units. The Cooperating Brokerage acknowledges and agrees that the Vendor shall have the right of set-off against the Incentive Fee any amount payable by the Cooperating Brokerage to the Vendor.

This Agreement shall be binding on the parties and their respective successors and assigns. The Vendor and the Cooperating Brokerage agree to the terms and conditions expressed in this Agreement and acknowledge this date having received a true copy of this Agreement.

DATED at Mississauga, Ontario this 27 day of April 2010.

Witness: 

Signature:


Co-operating Brokerage:
LIVING REALTY INC. BROKERAGE

William S.C. Lui

Real Estate Broker
Branch Manager



REALTY INC. BROKERAGE
恒生地產

1177 Central Parkway West, Unit 32
Mississauga, Ontario L5C 4P3
Bus: (905) 896-0002 (24 Hours Pager)
(416) 977-8444
Fax: (905) 896-1310
Email: williamlui@livingrealty.com

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:


Authorized Signing Officer
I have the authority to bind the Corporation

Date: May 5, 2010