

Andrea Alsip

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From: Ashley Bickle <ashley.bickle@mcmillan.ca>
Sent: Monday, June 21, 2021 3:16 PM
To: Marija Skoko; Katie Craig; Wendy Giang; Stephanie Babineau
Cc: Dashmini Surendran; Amanda DiFebo; Carole Redwood
Subject: Amacon - Voya 1 - Suite 1003 - Amendment Request
Attachments: FAX_20210621_1624301498_407.pdf

Hi All,

Please see attached correspondence received from the purchasers solicitor requesting certain amendments to the agreement of purchase and sale. Please kindly advise.

Thank you,
Ashley

mcmillan

Ashley Bickle
New Homes and Condominiums Assistant
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McMillan LLP
Lawyers | Patent & Trademark Agents
Brookfield Place, 181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3
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Not agreeable to
the requested changes



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BLOOM LANY'S

P R O F E S S I O N A L C O R P O R A T I O N

June 21, 2021

McMillan LLP
Suite 4400, 181 Bay Street
Brookfield Place
Toronto, Ontario
M5J 2T3

Fax: 416-865-7048

Attention: New Homes and Condominiums Law Clerk

Dear Sir or Madam:

Re: Regan Stephen Cunningham and Felicia Marie Santos-Cunningham (collectively, the
"Purchaser") purchase from Amacon Development (City Centre) Corp. (the
"Vendor")
Suite 1003 at 4116 Parkside Village Drive, Mississauga, Ontario

Please be advised that we are the solicitors for the Purchaser and understand that you represent the Vendor in the above noted transaction.

We have been provided with a copy of the Agreement of Purchase and Sale and any amendments thereto (collectively, the "Agreement") between the above-noted parties. We have reviewed same and request the following amendments:

1. Please delete section 2.4 of the Agreement. **NO**
2. Please delete the Regulatory Oversight Fee from Section 5.1(2)(g) of the Agreement and Part 1 (ii) of the Taron Addendum ("Taron"). **NO**
3. Please delete the cost for reimbursement of costs incurred pursuant to Section 81(6) of the Condominium Act as set out in Section 5.1(2)(j) of the Agreement and Part 1 (iii) of Taron. **NO**
4. Please delete the \$250.00 plus HST per discharge from Section 5.1(2)(l) of the Agreement and Part 1 (iv) of Taron. **NO**
5. Please delete the \$80.00 plus HST for each of the occupancy and closing, for legal fees for any electronic document from Section 5.1(2)(p) of the Agreement and Part 1 (v) of Taron. **NO**
6. Please delete the \$100 for legal fees incurred in connection with preparation and delivery of status certificate from Section 5.1(2)(r) of the Agreement and Part 1 (vi) of Taron. **NO**
7. Please cap in Section 5.1(2)(u) of the Agreement and Part 1 (vii) of Taron all legal fees and disbursements requested by the Purchaser where approved to \$500.00 plus HST and disbursements in the aggregate. **NO**
8. Please cap in Section 5.1(2)(v) of the Agreement and Part 1 (viii) of Taron the administrative fee to be payable to the Vendor's solicitors for any modifications requested to the documents for closing or occupancy to \$500 plus HST in the aggregate. **NO**
9. Please delete Section 3.4(16) of the Agreement and Part 2 (iii) of Taron. **NO**
10. Please cap the development charges set out in Section 5.1(2)(e) of the Agreement and Part 2(ix) of Taron, the money attributed to the home in respect of any community installation, service or benefit, parkland contribution, cash in lieu or the PSV Master Development set out in Section 5.1(2)(f) of the agreement and Part 2 (x) of Taron and the costs of all Sub-metering and Utility Services set out in Section 5.1(2)(h) of the Agreement and Part 2 (xii) of Taron to a fixed aggregate amount of \$9,000.00. **NO**

11. Please delete cost of enrolment of home under ONHWP in section 5.1(2)(g) and Part 2 (xi). No
12. Please delete the charge imposed by the Law Society of Ontario from Section 5.1(2)(i) of the Agreement and Part II (xiii) of Tarion. No
13. Please delete any legal fees and disbursements charged by the Purchaser's solicitors to the Vendors for not utilizing TERS as set out in Section 5.1(2)(k) of the Agreement and Part 2 (xiv) of Tarion. No
14. Please delete the amount of any deposits or security posted or to be posted by the Vendor with Sub-metering Providers or Utility Service Providers from Section 5.1(2)(m) of the Agreement and Part 2 (xv) of Tarion. No
15. Please delete a portion of the costs incurred by the Vendor in respect of the site review conducted as set out in Section 5.1(2)(o) of the Agreement and Part II (xvii) of Tarion. No
16. Please delete Section 2.2(3) of the Agreement. No
17. Please delete Section 3.4 (16) of the Agreement. No
18. Please delete "without notice" from Section 3.4(21) and insert "on reasonable notice (save and except in the event of an emergency)" in its place. No
19. Please delete Section 5.1(2)(s) of the Agreement Part II (xviii) of Tarion. No
20. Please delete from Section 6.1(11) of the Agreement "including without limitation, claims arising in negligence or nuisance". No
21. Please delete the following from Section 8.1(7) of the Agreement " In no event shall the Vendor or its agents be liable, ...including the defenses of waivers, estoppel and release". No
22. Please cap the legal and administrative fee in the event the Purchaser requests the Vendor's consent to the transfer as set out in Section 8.3(4) and Part 2 (xxviii) of Tarion to no greater than \$500.00 in the aggregate. No
23. Please delete the amount equal to the Rebate if transfer occurs prior to Closing from Section 8.3(5) of the Agreement and Part 2 (xxix) of Tarion. No

We would ask that you forward our requested changes to your client and provide us with a revised copy of the Agreement for execution by our client. Your prompt attention to this matter would be greatly appreciated. The above shall be irrevocable by the Purchaser until 5:00 pm Tuesday June 22, 2021.

Yours very truly,


Per: Melissa Tanys
ML:ty