

ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: _____ DATE: _____

RE: ADDRESS: _____

LEGAL DESCRIPTION: _____

PID: _____

FURTHER TO THE ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE DATED _____

MADE BETWEEN _____ AS ASSIGNEE, AND

AS ASSIGNOR AND COVERING



THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Subject to the Assignee, on or before 11.59. P.M., _____ 20____, obtaining an independent and separate legal advise regarding the arrangements for holding of deposit money in this transaction. This subject is for the sole benefit of the assignee.

Section 2 of the assignment contract has been changed to state that the deposit shall be paid to the Assignor(s) or a Third Party namely _____. This deposit will not be held in Amex Fraseridge Realty Stakeholder Trust Account in accordance with the provisions of the Real Estate Services Act nor will it be held in any trust account on behalf of the Assignee.

Both Assignee(s) and Assignor(s) agree that if the deposit cheque is received by Amex Fraseridge Realty, in order to deliver the deposit to the Assignor(s) or to the authorized third party, that _____ [licensee] . is not required to deliver monies received from Assignee or Assignor, pursuant to the Assignment contract to Amex Fraseridge Realty, pursuant to Section 27(1) of the Real Estate Services Act nor is Amex Fraseridge Realty required to deposit these monies in its Brokerage Trust account pursuant to Section 27(2) of the Real Estate Services Act.

If by reason of the default of the Assignee, the purchase and sale transaction herein contemplated is not completed, on the completion date, the total deposit including any earned interest will be absolutely forfeited to the Assignor(s) on account of pre-estimate of liquidated damages and not as a penalty. The Assignor will not have right of action, at law or in equity, against the Assignee for such default, except to enforce payment of the total deposit including any earned interest. The time remains of essence.

X WITNESS _____	ASSIGNEE _____		PRINT NAME _____
X WITNESS _____	ASSIGNEE _____		PRINT NAME _____
X WITNESS _____	ASSIGNOR _____		PRINT NAME _____
X WITNESS _____	ASSIGNOR _____		PRINT NAME _____



info@amexrealty.ca | 604.322.3272

Agreement Under Section 27(4) of the Real Estate Services Act.

(where money is held by someone who is not a licensee)

Dated _____

Re : _____ [“property”]

Pid. _____ **legal** _____

Between: _____ [“ Assignor”]

: _____ [“ Assignor”]

and : _____ [“ Assignee”]

; _____ [“ Assignee”]

and : Amex Fraseridge Realty _____ [“ Brokerage”]

With respect to the assignment of Contract of Purchase and Sale dated _____ 20 ____
(Contract) in respect of the Property; the Assignor and the Assignee agree that _____
(licensee) , is not required to deliver monies received from the Assignee or Assignor pursuant to the Contract
to the Amex Fraseridge Realty [Brokerage] pursuant to section 27(1) of the real Estate Services Act nor is the
Amex Fraseridge Realty [Brokerage] required to deposit those monies in it Amex Fraseridge [Brokerage]
trust account pursuant to section 27(2) of the Real Estate Services Act.

Signed :

_____ [“ Assignor “]

_____ [“ Assignor“]

_____ [“Assignee”]

_____ [“Assignee”]

Licensee on behalf of Amex Fraseridge Realty [Brokerage]



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FURTHER TO THE ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE DATED _____
MADE BETWEEN _____ AS ASSIGNEE, AND
_____ AS ASSIGNOR AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

TO REMOVE THE FOLLOWING SUBJECT :
Subject to the Assignee, on or before , 11.59. P.M. _____ 20 _____ ,
obtaining an independent and separate legal advice , regarding the arrangements for holding
of deposit money in this transaction .
This subject is for the sole benefit of the Assignee.

X	_____	ASSIGNEE	SEAL	_____
WITNESS				PRINT NAME
X	_____	ASSIGNEE	SEAL	_____
WITNESS				PRINT NAME
X	_____	ASSIGNOR	SEAL	_____
WITNESS				PRINT NAME
X	_____	ASSIGNOR	SEAL	_____
WITNESS				PRINT NAME