

**Suite 3208**  
**Residential Unit No. 7 Level 28**  
**Floor Plan 23**

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# REALTOR CO-OPERATION AGREEMENT

**THIS AGREEMENT** is made between: Amacon Development (Huronario) Corp., the Vendor and **NEW DIRECTIONS REALTY SERVICES INC.**, the Co-Operating Brokerage for selling a unit at **ELLE** (Pt Lot 16, Conc 1, North of Dundas Street, Mississauga - 3525 Kariya Drive, 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 **four percent (4%)** of the Net Purchase Price of the Unit sold to the Purchaser (the Purchase Price less applicable GST, 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 the ELLE Sales Centre and on successful completion of this transaction plus applicable GST 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 ELLE 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, including payments, the Fee is not earned until the final closing of this transaction on the Unit Transfer Date. The Fee, however, will be paid, as an advance, as follows:

- 1) **Two percent (2%) upon Ninety (90) Days after the expiry of the rescission period and waiving of any purchaser's conditions and provided that all deposit cheques and applicable financial pre-approval of the Purchaser have been received. A minimum of 10% of the purchase price of the unit has been cleared with the Vendor's escrow agent's Trust Account;**
- 2) **Two percent (2%) within 30 days following the final closing on the Unit Transfer Date;**

The Co-Operating Brokerage must submit **separate** invoices for the commission. Plus a copy of the Realtor Co-operation Agreement and the first two pages of the Agreement of Purchase and Sale. Please note that the Vendor requires **original** invoices. No commission will be paid on **faxed** invoices. Please mail **original** invoices to: Amacon Development (Huronario) Corp., Accounts Payable, 300-911 Homer Street, Vancouver, B.C. V6B 2W6. All questions and invoices regarding commission should be directed to the Vendor Tel. 604-602-7700.

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 the ELLE 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 the ELLE 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 Vendor to the Co-Operating Brokerage.

**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):** RAGAA CHOUHAIBER and RAMEZ RAOUF CHOUHAIBER  
Suite 3208 Tower Elle

Purchase Price:

Less Incentive:

\*Net Purchase Price:

**Fee (Net Commission):**

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

\*Parties agree that the Net Purchase Price and Net Commission calculation is subject to change by the Vendor at the time of closing on the Unit Transfer Date to account for any incentives, credits or other reductions in the Purchase Price granted to the Purchaser by the Vendor either at the time of the execution of the Purchase Agreement or any other time thereafter.

**DATED at Mississauga, Ontario this 20th day of September, 2009.**

**Witness**

Signature:

**Co-operating Brokerage / Sales Representative  
NEW DIRECTIONS REALTY SERVICES INC.  
NIDAA DAMOUNI**

**NEW DIRECTIONS**  
REALTY SERVICES INC. BROKERAGE

Nidaa Damouini

**Broker**

3560 Cawthra Rd., Mississauga, ON L5A 2Y3

Bus: 905-272-3200

Fax: 905-272-2885

Direct: 905-272-7050 Ext. 222

Cell: 416-662-3200

www.newdirect.ca

nidaa@newdirect.ca

**Amacon Development (Huronario) Corp.**

PER:

~~Authorized Signing Officer~~

I have the authority to bind the Corporation

Date:

2017/09