

## ELLE - REALTOR CO-OPERATION AGREEMENT

THIS AGREEMENT is made between: AMACON DEVELOPMENT (HURONTARIO) CORP., the Vendor and **RE/MAX DIAMOND REALTY INC BROKERAGE**, 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 seven percent (7%) 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 the ELLE Sales Centre 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 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 client's 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) One and One Half percent (1.5%) upon the Vendor having a minimum of 5% of the purchase price of the unit which has been cleared with the Vendor's escrow agent's Trust Account
- 2) Five and One Half percent (5.5%) within 45 days following the final closing on the Unit Transfer Date

The Co-Operating Brokerage must submit separate invoices for the commission. Please 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 (Huronario) 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 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 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 Co-Operating Brokerage to the Vendor.

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): PAULO CARVALHO**  
**Suite 2107 Tower Elle**

Purchase Price:	\$287,900.00
*Net Purchase Price:	\$273,669.20 ✓
Less Incentive:	\$38,300.00
<b>Fee (Net Commission):</b>	<b>\$16,475.84</b> ✓

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 13<sup>th</sup> day of January 2011.

Witness \_\_\_\_\_ Signature: \_\_\_\_\_

Co-Operating Brokerage / Sales Representative  
**RE/MAX DIAMOND REALTY INC BROKERAGE**  
**GARY CHAHINIAN**

**Amacon Development (Huronario) Corp.**

PER: \_\_\_\_\_

Authorized Signing Officer  
I have the authority to bind the Corporation

Date: Feb. 8, 2011.

Attach Business Card Here