Residential Unit No. Floor Plan 18 2 Level 31

## ELLE -REALTOR CO-OPERATION AGREEMENT

THIS AGREEMENT is made between: 2296592 Ontario Limited., the Vendor and

North of Dundas Street, Mississauga - 3525 Kariya Drive, Mississauga). CENTURY 21 PEOPLES CHOICE REALTY IN, the Co-Operating Brokerage for selling a unit at ELLE (Pt Lot 16, Conc 1,

percent (4%) 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. 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

- $\equiv$ telephone registrations will not be valid;
- $\equiv$ the registration will be valid for 60 days only from the clients first visit to the sales office;
- $\equiv$ of Purchase and Sale; Co-Operating Broker and/or Salesperson must accompany the Purchaser(s) during the execution of the Agreement

## 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:

- been cleared with the Vendor's escrow agent's Trust Account; One and One Half percent (1.5%) upon the Vendor having a minimum of 5% of the purchase price of the unit which has
- $\widehat{\mathcal{D}}$ Two percent and one half percent (2.5%) 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 (Hurontario) Corp., Accounts Payable, 37 Bay Street, Suite 400, Toronto, ON M5J 3B2.

All questions and invoices regarding commission should be directed to the co-Operating Brokerage acknowledges and agrees that neither the Co-Operating Brokerage acknowledges and agrees that neither the Co-Operating Brokerage acknowledges and agrees that neither the Co-Operating Brokerage 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. An any sales agent employed by the Co-Operating Brokerage is authorized by the sale of the Unit. In this regard, the Co-Operating Brokerage covenants and lands, losses, costs, damages and expenses arising directly or indirectly as a loyed by the Co-Operating Brokerage) to the Purchaser with respect to ELLE of the Co-Operating Brokerage) to the Purchaser with respect to ELLE of the Co-Operating Brokerage) to the Purchaser with respect to ELLE of the Co-Operating Brokerage) to the Purchaser with respect to ELLE of the Co-Operating Brokerage is authorized by the co-Operating Brokerage in the Co-Operating Brokerage is authorized by the sale of the Co-Operating Brokerage is authorized by the sale of the Co-Operating Brokerage is authorized by the sale of the Co-Operating Brokerage is authorized by the sale of the Co-Operating Brokerage is authorized by the sale of the Co-Operating Brokerage is authorized by the sale of the Co-Operating Brokerage is authorized by the sale of the Co-Operating Brokerage is and sale of the Co-Operating Brokerage is an an authorized by the Co-Operating Brokerage is authorized by the Co-Operating Brokerage is an authorized by the Co-Operating Brokerage is an

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): SAMIR HASSAN MOHAMMED

Suite 3602 Tower Elle

\*Net Purchase Price: Purchase Price

**⇔** ↔

₩ \$ 20,000.00

Fee (Net Commission):

15,436.38

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

on the Unit Transfer Date to account for any incentives, credits or other reductions in the Purchase P the Vendor either at the time of the execution of the Purchase Agreement or any other time thereafter. \*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 29 day of September

DATED at Mississauga, Ontario this

Signature:

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Witness

2296592 Ontario Limited

Authorized Signim to bind the Corporation

PER:

Date:

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