Clary 2014

PSV2

Suite **807**
Unit **7** Level **8**
Floor Plan **BLANC**

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between Amacon Development (City Center) Corp., the Vendor and **REMAX INDEPENDENTLY OWNED AND OPERA**, the Co-Operating Brokerage in connection with the sales of the unit in PSV - Tower TWO, Block 7, 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 (4.00%)** 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 **PSV - Tower TWO** 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 Parkside Village 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, the Fee, shall be paid as follows:

a) One and one half percent (1.5%) upon payment by the Purchaser of a **minimum of 10% Deposit toward of the Purchase Price of the Unit, which Deposit shall have cleared the Vendor's Solicitor's trust account**, and due

b) Two and one half percent (2.5%) within 45 days following Closing

The Co Operating Brokerage must submit separate invoices for the fee. **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 (City Centre) 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 PSV - Tower TWO 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 PSV - Tower TWO 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.

The Parties expressly agree that the net Purchase Price and fee calculation is subject to adjustment at the time of Closing for any incentives, credits or other reductions in the Purchase Price determined by the Vendor either at the time of execution of the Agreement or on Closing

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): HUMAIRA AAMIR

Suite **807** Tower **TWO**

Purchase Price:	$ 415,900.00
*Net Purchase Price:	$ 392,100.62
Fee (Net Commission):	**$ 15,684.02**

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

DATED at **Mississauga, Ontario** this 21 day of November **2012.**

Witness

Signature:

Co-operating Brokerage / Sales Representative
REMAX INDEPENDENTLY OWNED AND OPERA
MANZOOR BHATTI

AMACON DEVELOPMENT (CITY CENTRE) CORP.

PER:
Authorized Signing Officer
I have the authority to bind the Corporation

Date: 5/2 January 2013