AVIA

**AVIA - TOWER ONE**

Suite **4010**

Unit **10** Level **40** -

**BROKER COOPERATION AGREEMENT**

Floor Plan **SOLEIL (BF)**

**THIS AGREEMENT** is made between: Amacon Development (City Center) Corp., the Vendor and **CITYVIEW REALTY INC.**, the Co-Operating Brokerage in connection with the sales of the unit in Avia - Tower ONE, Block 1, Mississauga).

The Vendor will pay to the Co-Operating Brokerage a referral fee (the "Fee") in the amount of **five percent (5.00%)** of the net Purchase Price of the Unit (the "net" purchase price being less applicable taxes, and excluding any monies paid for extras, upgrades & inentives), plus applicable HST on the sale as a full co-operating fee in consideration for the first direct, in person introduction of the Purchaser to the **Avia - Tower ONE, Block 1** Project, with payment of such fee to be made on Final Closing. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Brokerage (or a licenced salesperson employed by the Co-Operating Brokerage) on the Purchaser's first visit to the Vendor's Sales Center and both the Purchaser and the Co-Operating Brokerage (or licenced salesperson) must register with the Vendor's receptionist at such time. The Purchaser must not have previously registered with the Vendor and close the transaction in order for the Fee to be earned. The Purchaser must enter into a firm and binding Agreement of Purchase and Sale with the Vendor.

The Co-Operating Broker acknowledges and agrees that:

(i) telephone registrations are not permitted and will not be valid;

(ii) the on-site in person registration will be valid for 60 days only from the Purchaser's first visit to the sales office (as determined by the date of the registration with the Vendor's Sales Centre receptionist); and

(iii) the Co-Operating Broker (or licenced salesperson) must accompany the Purchaser(s) for the execution of the Agreement of Purchase and Sale;

Failure to meet the above requirements will result in the Fee being denied.

Provided the above conditions are met, the Fee shall be paid as follows:

a) Two percent (2.0%) 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

b) Three percent (3.0%) within 45 days following Closing;

The Co Operating Brokerage must submit separate original invoices for each instalment of the Fee. The Vendor requires a reference/invoice number and original invoices. Faxed invoices will not be accepted. Original invoices are to be mailed to: Amacon Development (City Centre) Corp., Accounts Payable, 1 Yonge Street, Suite 601, Toronto, ON M5E 1E5. All questions and invoices regarding procedure or Fee payable 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 Avia - Tower ONE, Block 1 Project or the particulars of 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 its sales agent) to the Purchaser with respect to Avia - Tower ONE, Block 1 Project or the sale of the Unit.

The Co Operating Brokerage acknowledges and agrees that the Vendor shall have the right of set-oo and reconciliation against any Fees for any amount owing by the Co-Operating Broker to the Vendor. The Co Operating Brokerage expressly agrees that the net purchase price and Fee calculation is subject to reconciliation and adjustment at the time of Final Closing for any incentives, credits or other reductions in the purchase price agreed or approved by the Vendor any any time prior to Final 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): EBAA MAHMOUD EL ASTAL**

**Suite 4010** Tower **Avia 1**

| | |
|---|---|
| Purchase Price: | $576,400.00 |
| *Net Purchase Price: | $531,327.43 |
| Less Incentive: | $10,000.00 |
| **Fee (Net Commission):** | **$26,066.37** |

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 this

Witness

Signature:

Co-operating Brokerage / Sales Representative
CITYVIEW REALTY INC.
FRED DIB

**CITYVIEW Realty Inc.**, Brokerage
**FOUAD DIB (FRED)**
BROKER OF RECORD
ABR, CRS, EPRO, SRES, ASA, IRES

C 416-669-0220
O 905-363-1943
F 905-363-7672

fdib@cityviewrealty.ca
www.cityviewrealty.ca

**AMACON DEVELOPMENT (CITY CENTRE) CORP.**

PER:

Authorized Signing Officer
I have the authority to bind the Corporation

Date: