VOYA - BUILDING A

VOYA

Suite **3904**
Unit **4** Level **39 - One**
Floor Plan **the City**

BROKER COOPERATION AGREEMENT

THIS AGREEMENT is made between: **Amacon Development (City Centre) Corp. (the "Vendor")** and **WEST-100 METRO VIEW REALTY LTD. (the "Co-Operating Broker")** in connection with the sale of the Residential Unit in **Voya - Tower ONE**, 4116 Parkside Village Drive, Mississauga, Ontario

The Vendor will pay to the Co-Operating Broker a referral fee (the **"Fee"**) in the amount of **four percent (4.00%)** of the Net Purchase Price of the Unit (the "Net Purchase Price" being less applicable taxes, and excluding any monies paid for extras, upgrades, incentives and any monies paid for parking or locker units or any component of the purchase price which is included in respect of a parking unit or locker unit), plus applicable HST as a full co-operating fee in consideration for the first direct, in person introduction of the Purchaser to the **Voya - Tower ONE** Project, with payment of such fee to be made as set out below. To be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Broker (or a licenced salesperson employed by the Co-Operating Broker) on the Purchaser's **first** visit to the Vendor's Sales Centre and both the Purchaser and Co-Operating Broker (or its licenced salesperson) must register with the Vendor's Sales Centre 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

(a) telephone registrations are not permitted and will not be valid,
(b) 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 registration with the Vendor's Sales Centre receptionist),
(c) the Co-Operating Broker (or its licenced salesperson) must accompany the Purchaser(s) for execution of the Agreement of Purchase and Sale,
(d) all post-dated deposit cheques must be submitted to the sales office; and
(e) the Purchaser must submit a mortgage approval from a Canadian lender or financial institution acceptable to the Vendor

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:

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

a) Two percent (2.00%) of the Net Purchase Price, plus applicable HST, upon payment by the Purchaser of a minimum of 10% deposit toward the purchase price of the Unit shown on the first page of the firm and binding Agreement of Purchase and Sale, which deposit shall have cleared the Vendor's Solicitor's trust account; and

b) The balance, being Two percent (2.00%) of the Net Purchase Price, plus applicable HST, within 45 days following Final Closing;

The Co-Operating Broker 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 at Tel: 416-369-9069

The Co-Operating Broker acknowledges and agrees that neither the Co-Operating Broker nor any sales agent employed by the Co-Operating Broker is authorized by the Vendor to make any representations or promises to the Purchaser regarding the Voya - Tower ONE Project or the particulars of the sale of the Unit. In this regard, the Co-Operating Broker 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 Broker (or its sales agent) to the Purchaser with respect to Voya - Tower ONE Project or the sale of the Unit.

In the event that the Purchaser defaults under the Agreement of Purchase and Sale resulting in the termination of such agreement, the Co-Operating Broker shall return all commissions paid under this Broker Cooperation Agreement. In The Co-Operating Broker acknowledges and agrees that the Vendor shall have the right of set-off and reconciliation against any Fees or any other amounts owing by the Co-Operating Broker to the Vendor. The Co-operating Broker 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 at 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 Broker agree to the terms and conditions expressed in this Agreement.

NAME OF PURCHASER(S): IYAD S F BANI HANI

Suite 3904 Tower Voya A

Purchase Price:	$733,750.00 ✓
*Net Purchase Price:	$634,424.78 ✓
Fee (Net Commission):	**$25,376.99** ✓

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 ____ day of _____ 2021

_____
Witness

Signature: _____
Co-operating Brokerage / Sales Representative
WEST-100 METRO VIEW REALTY LTD.
OMAR SHAATH

West-100
Metro View Realty Ltd., Brokerage
Top Agent Amacon PSV 162 — Top Agent 2017 & 2018
Omar Shaath
Sales Representative
Direct: 416-829-9595
Office: 905-238-8336
Fax: 905-238-0020
an independent member broker
West-100 North America's Real Estate Network

AMACON DEVELOPMENT (CITY CENTRE) CORP.

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

Date: Jan 25, 2022