



Unit: _____ Level: _____
Suite No: _____

**CO-OPERATING BROKER AGREEMENT
NUEWEST CONDOS**

Co-Operating Broker: _____ Sales Agent: _____
Broker Address: _____ Vendor's Rep: _____
Purchaser: _____ Date of Purchase Agreement: _____

Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings assigned thereto in the Agreement of Purchase and Sale.

Subject to the terms and conditions of this Agreement, the Vendor agrees to pay the Co-Operating Broker a referral fee (the "Fee") equal to 4% of the purchase price with respect to the Dwelling Unit only (exclusive of parking and/or storage and net of the HST component embedded in the purchase price), plus applicable HST on the Fee.

Provided the Purchaser does not rescind the Agreement of Purchase and Sale prior to the expiry of the 10 day conditional period contemplated by the Condominium Act and the Agreement of Purchase and Sale is a firm and binding obligation of the Purchaser, the Vendor agrees to pay 1% to the Co-Operating Broker on or before that date which is 60 days after the date on which the Purchaser has paid deposit instalments totaling 5% of the Purchase Price, a further 1% to the Co Operating Broker on or before that date which is 60 days after the date on which the Purchaser has paid deposit instalments totaling 10% and the balance of 2% within 60 days after the Final Closing Date. The Co-Operating Broker agrees to provide written invoices to the Vendor on or before the payment dates referred to above.

The Co-Operating Broker acknowledges and agrees that, to be eligible for the Fee, the Purchaser must be accompanied by the Co-Operating Broker (or a sales agent employed by the Co-Operating Broker) on the Purchaser's initial visit to the sales office or virtually (in person or electronically), both the Purchaser and the Co-Operating Broker/Agent must register at the sales office at such time, the Purchaser shall not have previously registered with the Vendor, the Purchaser shall enter into a firm and binding Agreement of Purchase and Sale with the Vendor within 60 days of the first visit and the Co-Operating Broker shall enter into this Agreement with the Vendor. If the Purchaser has not entered into a firm Agreement on or before 60 days, the registration will expire, and the Co-Operating Broker must re-register the client.

In the event that the Agreement of Purchase and Sale is terminated for any reason, the Co-Operating Broker acknowledges and agrees that this Agreement shall become null and void and any part of the Fee previously paid by the Vendor to the Co-Operating Broker shall be refunded in full to the Vendor, forthwith on demand.

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 project or 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, demand, losses, costs, damages, and expenses arising directly or indirectly as a result of any misrepresentation made by the Co-Operating Broker (or any sales agent employed by the Co-Operating Broker) to the Purchaser with respect to the project or the sale of the Unit. The Co-Operating Broker acknowledges and agrees that the Vendor shall have a right of set-off against the Fee and any other amount payable by the Vendor to the Co-Operating Broker.

This Agreement shall be binding on the parties hereto and their respective successors and assigns.

The Vendor and the Co-Operating Broker agree to the terms and conditions expressed in this Agreement.

Dated this _____ day of _____, 20_____

(Co-Operating Broker)

GATTACA HOMES INC.

Per: _____

Per: _____