



CO-OPERATING AGREEMENT

November 28th only and for a limited release

Hollybar High Rise Developments Ltd. (the "Vendor") agrees to pay _____ (the "Broker") only upon successful completion of the title transfer closing of the Unit a referral fee equal to four percent (4%) of the purchase price (less G.S.T. and excluding all monies paid or to be paid on account of upgrades, parking and bicycle/storage locker payments) (the "Commission") under the Agreement of Purchase and Sale dated _____ (the "Agreement") entered into between the Vendor and _____ (the "Purchaser or Purchasers") for suite number _____ (the "Unit"). The Commission shall be payable to the Broker as follows and shall be subject to G.S.T.:

- i) Twenty five per cent (25%) of the Commission shall be paid on account within Ninety (90) business days after the expiry of the rescission period provided all conditions if any, have been satisfied and the Vendor is in receipt of a copy of the Agreement of Purchase and Sale fully executed by both the Purchaser and Vendor together with all post-dated cheques for deposits owing to the Vendor, an acknowledgement of the Purchasers' receipt of the Agreement of Purchase and Sale and Disclosure documentation, Purchasers' mortgage approval, all the Purchasers' information and receipt of deposits (which have cleared the Vendor's or the Vendor's Solicitor's bank as the case may be) from the Purchaser(s) equal to no less than Ten Percent (10%) of the Purchase Price.
- ii) Twenty five per cent (25%) of the Commission shall be paid on account after occupancy of the Unit by the Purchaser(s) (provided the Vendor is in receipt of all the items listed in i) above).
- iii) Fifty per cent (50%) of the Commission shall be paid on account after the Purchaser receives Title to the Unit (provided the Vendor is in receipt of all the items listed in i) above).
- iv) All on account payments of Commission or any part thereof payable in advance of the title transfer date are considered advances and are subject to recovery by the Vendor if the transaction between the Vendor and the Purchaser(s) named hereunder fails to close for any reason whatsoever. The Broker shall deliver a certified cheque to the Vendor for any advance of Commissions that were paid to the Broker within 45 days after written notice is delivered to the Broker with regards to a transaction that has not closed for any reason whatsoever.

_____ (the "Salesperson"), a registered salesperson with the Broker hereby confirms that he/she referred the Purchaser to the Vendor, the Purchaser(s) was accompanied by the Salesperson on the Purchaser's(s)' first visit to the Milan Condominium sales office, and both the Purchaser(s) and the Salesperson have registered at the Milan Condominium sales office during the Purchaser's(s)' first visit and the Purchaser(s) has not previously registered with the Vendor, failing which, the parties agree there shall be no Commission payable.

Purchaser Price: _____

Total Commissions: _____

Please mail your invoice to: Hollybar High Rise Developments Ltd. at 80 Tiverton Court, Suite 300, Markham, Ontario, L4J 8E4, attention to Yolanda Law.

The parties agree to the terms and conditions set out herein.

This Agreement dated the _____ day of _____, 200 _____

Signature (Broker (or) Salesperson)

Signature (Vendor)

Broker/Salesperson Information: Address: _____

Telephone #: _____

Fax #: _____ Mobile #: _____ email: _____