



KING'S CALLING

K I N G C I T Y

3% AGREEMENT TO CO-OPERATE

THIS AGREEMENT to co-operate is made between: **The Vendor** and the **Co-operating Broker**
For the project known as **King's Calling**.

This will confirm our Agreement that the Vendor will pay to the co-operating Broker **Two Percent (3%) of the purchase price net of HST, plus HST excluding any extras, lot premiums, walk out basements, finished basements or options added after the Agreement of Purchase and Sale date on this sale** as a full co-operating fee, provided the co-operating broker has supplied an applicable Confirmation of Co-operation and Representation Agreement and provided the sale is completed.

The commission will be paid as follows:

- (a) One and a half percent (1.5%) of the purchase price net of HST, plus HST payable on or about three hundred and sixty (360) days after acceptance; provided cheques have cleared the Vendor's Bank, any Purchaser's conditions have been satisfied, and the Vendor is in receipt of all of the following:
 - I. A fully executed copy of the Agreement of Purchase and Sale together with all post-dated cheques,
 - II. Purchaser's Mortgage Approval
 - III. Purchaser's Solicitor Information
- (b) One and a half percent (1.5%) of the purchase price net of HST, plus HST payable thirty (30) days after CLOSING.

Notwithstanding any of the provisions contained herein, including any payments, the Co-operating Brokerage acknowledges and agrees that the commission is not earned until the closing of the sale transaction. In the event that the Purchase Agreement is terminated for any reason, the Co-operating Brokerage acknowledges and agrees that this Agreement shall become null and void and any part of the commission previously paid by the Vendor to the Co-operating Brokerage shall be refunded in full to the Vendor, forthwith on demand. In the event the Vendor elects to reinstate any terminated Purchase Agreement, no commission shall be earned by, or payable to, the Co-Operating Brokerage in respect of same. The Co-Operating Brokerage acknowledges and agrees that, in the event any such commission is not refunded to the Vendor upon demand in accordance with this agreement, then the Vendor (and its affiliates) shall have the right to set off such amount owing against any commissions, fees and/or any other amounts payable by the Vendor (or its affiliates) to the Co-operating Brokerage in respect of any property.

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 property. 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 misrepresentations made by the Co-operating Broker (or any sales agent employed by Co-operating Broker) to the Purchaser with respect to the project or the property. The Co-operating Broker acknowledges and agrees that the Vendor shall have a right of set-off against the commission and any other amounts payable by the Vendor to the Co-operating Broker in this regard.

Fernbrook **Zancor**
HOMES