



TENANT/BUYER REPRESENTATION AGREEMENT

BETWEEN : Nova Horizons, Real Estate Agency Represented by Raphael Lallouz, Certified Real Estate Broker, incorporated and existing under Part 1A of the Québec Companies Act, with its head office located at: 101-7493 Rte TransCanadienne, Montréal, Québec, H4T 1T3.

AND :, Authorized Representative
(the "Tenant/Buyer"),
Whose profession or principal activity is:.....

Representing the company:

With its head office located at:.....

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

1. BROKER REPRESENTATION

1.1

- a. Subject to the dispositions stated under paragraph 3.3 of this document, the Representation by the Broker towards the Tenant/Buyer is free of charge to the Tenant/Buyer.
- b. The Tenant/Buyer gives to the Real Estate Agency Nova Horizons, Represented by Raphael Lallouz, Certified Real Estate Broker, the exclusive right to search, locate and/or negotiate for the lease or option to Lease and/or Purchase a:
 - i. commercial property,
 - ii. industrial property,
 - iii. investment property, and/or
 - iv. sale of an enterprise,
 at a price and upon terms acceptable between the Parties.

2. OBLIGATIONS OF THE AGENCY AND THE BROKER

- 2.1** In accordance with generally accepted practices, the Agency or the Broker undertakes :
 - a. To advise the Tenant/Buyer throughout the transaction and
 - b. To perform the object of the contract loyally, diligently and competently.

3. RIGHTS AND OBLIGATIONS OF THE TENANT/BUYER

- 3.1** The Tenant/Buyer shall be under no obligation to purchase, lease, or otherwise develop any property/business submitted to Tenant/Buyer by Broker/Agency.
- 3.2** In case of a purchase, the Buyer shall provide to the Agency or the Broker, upon request, a copy of the documents needed to establish his financial capacity to acquire a business or property.
- 3.3** During the term of this contract, the Tenant/Buyer undertakes not to, directly or indirectly:
 - a. negotiate or take steps on his own, or through a person other than the Agency or the Broker, with the owner of any business, property or space for rent;
 - b. become party to an agreement to purchase, exchange or lease any business, property or space, other than through the Agency or the Broker;
 - c. within 365 days after the end of this Agreement, Lease and/or Purchase a property/business which Broker has physically shown him, or in which Tenant/Buyer has made an affirmative showing of interest to Broker before the end of this Agreement.

4. TERM AND TERMINATION

- 4.1** The term of this Agreement shall be for twelve (12) months from the effective date hereof unless sooner terminated as provided herein below:

- a. By Tenant/Buyer, if Broker/Agency does not fulfill its obligation as set forth in representation Plan at any time during the term hereof, by giving thirty (30) days' written notice, or
- b. By Tenant/Buyer, if Project is cancelled or postponed for a period of one (1) year or longer.

4.2 In the event that this Agreement is terminated by Tenant/Buyer, the Tenant/Buyer agrees that with respect to any lease or purchase opportunity brought to its attention by Broker/Agency, he will cooperate with Broker/Agency for a period of twelve (12) months after the end of this Agreement.

5. REMUNERATION

5.1 Broker shall be paid by Landlord when this Agreement is signed or at the date on which the Tenant/Buyer will take possession of the business property of space.

5.2 In the event that Lessor/Seller defaults on or refuses to pay any remuneration that he has agreed to pay Broker, Broker shall have no recourse against Tenant/Buyer for said remuneration unless the dispositions stated under paragraph 3.3 of this document are violated. In such a case, Tenant/Buyer shall pay Broker a commission of the equivalent of one (1) months of rent for each unit, or eight percent (8%) of the total gross rental/purchase obligation for the Lease and/or Purchase of the property/business, the hire of the two (2).

6. SIGNATURES

This Agreement was written by mutual agreement of the Parties.

At their request, this document has been drawn up in English; *à la demande des deux parties, ce document a été rédigé en anglais.*

The Agency or the Broker acknowledges having read, understood and agrees to this contract, including any Annexes thereto, and having received a duplicate thereof. *The Tenant/Buyer acknowledges having read, understood and agrees to this contract, including any Annexes thereto, and having received a duplicate thereof.*

THE AGENCY

THE CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title