



MULTIPLE LISTING SERVICE®

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO.

MULTIPLE LISTING CONTRACT

BETWEEN: L.A. McLEAN BY P.O.A. - ED McLEAN AND: Cornerstone Properties Ltd. - Sales
 OWNER(S) ("SELLER") ("LISTING BROKERAGE")
32-4125 INTERURBAN RD 106-1001 Cloverdale Ave
 UNIT ADDRESS
VICT., BC Victoria V8X 4C9
 CITY PC
 250 475-2006
 TELEPHONE NUMBER CELL NUMBER
 TELEPHONE NUMBER 511 CELL NUMBER
 RESIDENT OF CANADA NON-RESIDENT OF CANADA
 as defined under the *Income Tax Act*.

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from 08 / 11 / 09 (Effective Date) until 11:59 pm on 11 / 30 / 09 (Expiry Date) unless renewed in writing.
 B. The Seller hereby: (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
 (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
 (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
 (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
 (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY:

32 4125 INTERURBAN ROAD
 UNIT NO. ADDRESS OF PROPERTY
SAANICH V8Z 4W8 015-128-784
 CITY/TOWN/MUNICIPALITY POSTAL CODE PID
S. LOT 42, SECTION 5, S.P. V1S1R7
 LEGAL DESCRIPTION

3. TERMS OF SALE:

\$389,900 PART
 LISTING PRICE TERMS

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

5. LISTING BROKERAGE'S REMUNERATION: The Seller agrees:

- A. To pay to the Listing Brokerage a gross commission of 6% ON 1ST 100,000 + 3% ON BALANCE of the sale price of the Property, plus applicable Goods and Services Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:
 - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
 - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
 - (a) within sixty (60) days after the expiration of the term of this Contract; or
 - (b) any time after the period described in (a) where the efforts of the Listing Brokerage or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
 - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;
- B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and

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 INITIALS

