

# Agreement of Purchase and Sale Commercial

## Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this ..... day of ....., 20.....

**BUYER:** ..... , agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** ..... , the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address .....

fronting on the ..... side of .....

in the .....

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as .....

..... (the "property")  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** ..... Dollars (CDN\$) .....

..... Dollars

**DEPOSIT:** Buyer submits .....  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$) .....

by negotiable cheque payable to..... "Deposit Holder"  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** ..... **attached hereto form(s) part of this Agreement.**

**1. IRREVOCABILITY:** This offer shall be irrevocable by ..... (Seller/Buyer) until ..... (a.m./p.m.) on

the ..... day of ....., 20....., after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of

....., 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
 (For delivery of Documents to Seller)

FAX No.: .....  
 (For delivery of Documents to Buyer)

Email Address: .....  
 (For delivery of Documents to Seller)

Email Address: .....  
 (For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:**

.....  
 .....  
 .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:**

.....  
 .....  
 .....

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

.....  
 .....  
 .....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLERS(S):** 

- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.  
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....  
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)  
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.  
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....  
 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)  
 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....  
 (Witness) (Spouse) (Seal) (Date)

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... this ..... day of....., 20.....  
 (a.m./p.m.)

.....  
 (Signature of Seller or Buyer)

<b>INFORMATION ON BROKERAGE(S)</b>	
Listing Brokerage .....	(Tel.No.) .....
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage .....	<b>1 (866) 530-7737</b> (Tel.No.) .....
(Salesperson/Broker/Broker of Record Name)	

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....  
 (Seller) (Date)

.....  
 (Buyer) (Date)

.....  
 (Seller) (Date)

.....  
 (Buyer) (Date)

Address for Service .....

Address for Service .....

.....  
 (Tel. No.)

.....  
 (Tel. No.)

Seller's Lawyer .....

Buyer's Lawyer .....

Address .....

Address .....

Email .....

Email .....

.....  
 (Tel. No.) (Fax. No.)

.....  
 (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	<b>COMMISSION TRUST AGREEMENT</b>
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: ..... (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)	

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20.....

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon the Buyer performing "Due Diligence" on any item as required by the Buyer to verify that the property is satisfactory to the Buyer in the Buyer's sole and absolute discretion. This includes but is not limited to: Soil tests, zoning, insurance, buyers solicitor approval, financing, building inspection, sewage inspection, water supply, all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land further more, the buyer shall be permitted if necessary to conduct a phase I and phase II environmental report. All reports, inspections shall be to the Buyer's satisfaction in its sole absolute and unfettered discretion. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within Fifteen(15) banking days (excluding Saturdays, Sundays and Statutory Holidays) after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein

This Offer is conditional upon the Buyer executing new lease agreements with tenants satisfactory to he Buyer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within Fifteen (15) banking days (excluding Saturdays, Sundays and Statutory Holidays) after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein

The Seller represents and warrants that during the period of his ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters that are in the possession of the Seller. The Seller further authorizes the appropriate Ministry), to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20.....

Buyer agrees to pay the balance as follows:

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the sale, distribution, cultivation, propagation or harvesting of any cannabis or cannabis plants within the meaning of the Cannabis Act, S.C. 2018 c. 16 and the provisions of the Cannabis Act, S.O. 2017, c. 26 as amended from time to time and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the cultivation, propagation or harvesting of any cannabis plants within the meaning of the Cannabis Act, S.C. 2018 c. 16 and the provisions of the Cannabis Act, S.O. 2017, c. 26 as amended from time to time. This warranty shall survive and not merge on the completion of this transaction.

The Seller warrants that all the mechanical, electrical, heating, ventilation, air conditioning systems, air compressors, elevators, conveyor systems, sprinkler systems, boilers, and all other equipment on the real property shall be in good working order on completion. The Parties agree that this warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at the completion of this transaction.

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer shall remain jointly and severally liable with the new Buyer under the agreement of purchase and sale.

The Buyer shall have the right to visit the property 4 further times for (measurements, estimate(s) from contractor(s)etc.) (not including an inspection by Bank Appraisers and Insurance Companies), prior to closing, at a time chosen by the Buyer with 24 hour notice.

The Seller agrees to provide access to the property for the purpose of this visit In addition to any other provision contained in this agreement, the Seller agrees to provide access to the property to the Buyer or anyone designated by the Buyer for the purposes of (Inspections, appraisals, insurance inspections), at a time chosen by the Buyer with 24 hour notice.

This form must be initiated by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

# Schedule A

## Agreement of Purchase and Sale – Commercial

### Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20.....

Buyer agrees to pay the balance as follows:

**The Seller represents and warrants as follows:**

- a) The Seller has no knowledge of any pending or threatened expropriation proceedings relating to the Real Property or any portion thereof and the Seller has not received any notice or proposal from any person with the power;
- b) There are not now and will not be on closing any outstanding work orders, notices of deficiency, recommendations or violations affecting the Property from any municipality, provincial, federal or regulatory authority including Ontario Hydro and if there are any such work orders, notices of deficiency, recommendations or violations, the Seller will rectify the same at its own expense on or before closing;
- c) Any and all units improvements have all been constructed and completed pursuant to validly issued building permits and in compliance with all applicable building and zoning by-laws and restrictions and that the use occupation thereof is also in compliance herewith;
- d) There are not now and will not be on closing any violations of the Ontario Fire Code or fire related work orders notices of deficiency or recommendations from or in respect of the By-Laws or regulations of any Municipality, Provincial, Federal or Regulatory Agency and if there are any such work orders, notices of deficiency, recommendations or violations the Seller will rectify the same at its own expense on or before closing;
- e) The Seller has good and marketable title to the Property free and clear of all liens, mortgages, encumbrances, equities, executions, and claims of every kind and nature except for such as are presently existing and which will be discharged on closing.
- f) The Building and other improvements erected upon the Real Property, including the parking facilities and all access to and from the Real Property by motor vehicles have all been constructed and completed pursuant to validly issued building permits and in compliance with all applicable building and zoning by-laws and restrictions and that the use occupation thereof is also in compliance herewith.

The Seller agrees to deliver to the Buyer within Five (5) days following the date of acceptance of this Offer the following (hereinafter referred to as the "Documents"):

- a) True copies of all service and maintenance contracts pertaining to the units or any part thereof;
- b) copy of the last 2 years final realty tax bill and a copy of the most recent Notice of Property Valuation received from Ontario Property Assessment Corporation;
- c) copies of the all the building plans and mechanical drawings that are in the Seller's possession or control;
- d) copies of the most recent inspection reports of any governmental or regulatory authority that may have conducted an inspection of the property;

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**

# Schedule A

## Agreement of Purchase and Sale – Commercial

### Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20.....

Buyer agrees to pay the balance as follows:

**The Seller represents and warrants that the Tenants are now and on closing are up-to date and not in arrears.**

**The Seller represents and warrants, that there are no disputes between the Seller as Landlord and any Tenant relating to the state of repair of the leased premises, the payments of rents, contraction of applicable rent review legislation for tenancies, or other material items concerning the tenant's lease agreements.**

**Buyer to assume the existing tenancies, which the Seller warrants are the only tenancies affecting the property.**

**The Seller shall execute all authorizations required by the Buyer.**

**1. Within Five (5) days of acceptance of this offer, the Seller shall supply to the Buyer, in addition to any matters required to be supplied pursuant to this Agreement, including and Schedules forming part hereof, the following:**

**a) Original or true copies of any written leases or tenancy agreements and Tenants content and liability insurances pertaining to the Property;**

**b) The names of the tenants at the Property and the commencement dates of their respective tenancies.**

**2. The Seller will operate the property from the date of acceptance until closing as a prudent owner would do and in good, proper, efficient and competent manner and that at closing the Property will be in no worse condition then as of the date of acceptance.**

**3. The Seller covenants, warrants and represents that:**

**a) All tenancy agreements are bona fide arm's length, valid and subsisting and constitute the entire and only agreements between the Seller, as Landlord, and the Tenants and are enforceable in accordance with their terms;**

**b) No Tenants is or shall be entitled to any concession, rebate, allowance, or rent-free period with respect to the occupancy of his premises.**

**4. All covenants, warranties and representations made by the Seller herein, shall survive the closing of this transaction, and shall not merge with such closing.**

**5. All prepaid rents, security deposits, rent, interest on prepaid rents, realty taxes, water assessment rates, and the cost of fuel shall be apportioned and adjusted to the date of closing. No rents in arrears will be adjusted. Monthly rents collected by the Seller for the month of closing shall be adjusted, but there shall be no adjustment in favor of the Seller for unpaid rents or rental arrears. No insurance shall be transferred on closing, unless the Buyer so requests.**

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20.....

Buyer agrees to pay the balance as follows:

**6. On closing the Seller shall deliver to the Buyer, in a form of satisfactory to the Buyer, the following:**

- a) a transfer/deed to the Property, in registerable form;
- b) all keys to the units and any other keys required for any parts of the building;
- c) an assignment of the guarantees, warranties and indemnities relating to the Property still outstanding in favor of the Buyer;
- d) original executed tenancy agreements, contracts and agreements the Buyer has agreed to assume or photocopies thereof where the tenancy agreements, contracts and agreements are not available and assignments thereof in favor of the Buyer;
- e) a notice to each tenant advising of the sale of the Property and a written direction to each tenant the rent to be paid to the Buyer, or as the Buyer shall otherwise direct;
- f) a statement of adjustments, with particulars attached and an undertaking to readjust all items as set out in the statement of adjustments;
- g) such other documents as are reasonably requested by the Buyer's solicitor

The Seller warrants as follows:

The Seller warrants that there are no special levies or other charges (excepting the stated monthly common expense fees) currently in place affecting the subject property, nor does the Seller have any knowledge of, or any reason to anticipate that, such special levies or other charges are pending.

The Seller agrees to be responsible for any special assessment or increase in common expenses for the current fiscal year or any other costs or charges relating to the unit as disclosed in the Status Certificate, or as a result of any changes, on or before the date of closing, in the information disclosed in the certificate requested at the time this Agreement of Purchase and Sale in entered into, This amount, if any, shall be adjusted on closing.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

# Schedule A

## Agreement of Purchase and Sale – Commercial

### Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20.....

Buyer agrees to pay the balance as follows:

**Buyer and Seller agree that if the Buyer or Seller is unable to complete this transaction due to:**

- 1.the Buyer’s bank and/or mortgage lender temporarily ceasing operations; and/or
- 2.the Seller’s bank and/or mortgage lender temporarily ceasing operations; and/or
- 3.the Land Registry Office and/or the electronic land registration systems temporarily ceasing operations;

then the date of completion shall be extended to a date that is two (2) days (excluding Saturdays, Sundays, statutory holidays, civic holidays and any other day the Province of Ontario has elected to close for business) following the date when the operations by the bank and mortgage lender and the Land Registry Office and the electronic land registration systems are available.

Upon completion the Seller shall provide any keys to the property by leaving them in a lockbox or other secured device on the property accessible to the Buyer. Provided further that upon completion the Seller’s lawyer shall provide to the Buyer’s lawyer the device code required to access the said lockbox or other secured device

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time, with respect to this Agreement and any other documents respecting this transaction.

The parties hereto consent and agree that any closing documentation may be executed remotely utilizing video conferencing which may include the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**