

TW CLAUSE LIBRARY

BROKERAGE SPECIFIC & STANDARD WORDING

LAST MODIFIED: DECEMBER 2023
TRILLIUMWEST REAL ESTATE BROKERAGE

Leading REAL ESTATE
COMPANIES
IN THE WORLD®
TRILLIUMWEST
REAL ESTATE BROKERAGE

the un-franchise.

Un-franchise [uhn-fran-chahyz] noun **1.** An independent company that simply does not accept the industry standard. **2.** A company that actually listens, reacts and acts accordingly. **3.** A company that believes that 'going local' always produces the best results. Origin 2014; See TrilliumWest Real Estate Brokerage



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ACCESS

TW - ACC-01 - REVISIT THE PROPERTY

THE BUYER SHALL HAVE THE RIGHT to re-visit the subject property 2 further time(s) at mutually agreed upon times and provided 24hrs notice is given upon the removal of all conditions when this agreement has become firm and binding by the parties herein and before the closing date. The seller agrees to maintain the property in the same condition as it was upon the initial inspection by the Buyer. Snow removal, lawn and garden upkeep, repairs to included chattels and fixtures as necessary, and all other normal maintenance requirements to be completed at Seller's expense until completion date. The Seller further agrees to leave the property in good condition and to remove all chattels (not included) and garbage from the interior and exterior of the property.

TW - ACC-02 - PRIVATELY MAINTAINED ROAD

The Buyer acknowledges that the private road accessing the said property is maintained by the [insert appropriate local cottage association or other relevant group], at an annual cost of \$_____ for each property.

ASSIGNMENT

TW ASSIGN-01-BUYER FRIENDLY

The Seller acknowledges and agrees that the Buyer may elect to assign this Agreement of Purchase and Sale (this "APS") and all the benefits contained herein or the rights under this APS with respect to the property, to any person(s), firm(s), limited partnership(s), partnership(s), company(ies) or corporation(s), whether or not presently in existence or to be formed. Upon (i) such assignment; (ii) the written assumption of this APS by the assignee being delivered to the Seller; and (iii) the completion of this APS, the Buyer named herein shall be released from all of its obligations, covenants and liability under this APS.

TW ASSIGN-02- SELLER FRIENDLY

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, upon delivery to the Seller of notice of such assignment together with the assignee's written covenant in favor of the Seller to be bound to the within Offer as Buyer. Notwithstanding any such assignment, the Buyer herein before named shall remain joint and severally liable with the assignee to complete the transaction contemplated by the within Offer.

TW - ASSIGN-03 - ADDING A BUYER IN AN AMENDMENT

To Form 320 (Confirmation of Co-operation and Representation), Form 100 (Agreement of Purchase and Sale), Form 105 (Schedule B) and all other related forms and Schedules, add Buyer: ENTER BUYER NAME. The Buyer ENTER BUYER NAME, by signing this Amendment and initialing the attached Agreement of Purchase and Sale, Amendments and Waivers (if any) agrees to be bound to the terms and conditions of said Agreement.

NOTE

**For adding a buyer to an amendment, additionally adds their name to all previously mentioned documents.
Better than just add/delete buyers.**

BUILDING PERMIT

TW - BUILD-01 - BUYER OBTAINING A BUILDING PERMIT

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that a building permit for the structure indicated on Schedule "___" attached hereto is available with respect to the property. 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 not later than ____ p.m. on the _____ of _____, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. 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.

CHATELS

TW - CHATT-01 - RENTAL ITEM CONTRACT REVIEW

This offer is conditional upon the Buyer reviewing the terms of any rental agreements, rental contracts, lease contracts or lease to own agreements (“Rental Agreements”) with respect to the rental items not included in the purchase price but to be assumed by the Buyer and finding such terms to be satisfactory to the Buyer in the Buyer’s sole and absolute discretion. The Seller will provide copies of such rental agreements within ____ days of acceptance of this offer. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the _____, 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. This condition is included for the sole 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.

TW - CHATT-02 - GOOD WORKING ORDER

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

TW - CHATT-03 - NO WARRANTY

The Buyer acknowledges that there is no express or implied warranty by the Seller on the chattels included in this Agreement of Purchase and Sale.

TW - CHATT-04 - GOOD WORKING ORDER - EQUIPMENT

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.

TW - CHATT-05 - FURNACE SERVICING

The Seller agrees to have the furnace serviced by a licensed furnace technician, and to provide the buyer with proof of this service, by the ____ day of _____, _____. Further, the seller warrants that the furnace will be in good working order on the day of completion. This warranty shall survive and not merge on the day of the completion of this transaction, but apply only to the state of the furnace on the completion date.

TW - CHATT-06 - CHATELS NOT INCLUDED

It is further understood and agreed to by the Buyer and Seller, that any rent to own, lease to own conditional sales contracts of any kind for any fixture, appliance or component of the subject property, which are to remain with the property after completion of the within agreement; are not being assumed by the Buyer; and that all such costs will be paid out or discharged in full, prior to closing at the Seller’s sole cost and expense.

COMPLETION DATE

TW - COMP-01 - CHANGE OF COMPLETION DATE - BUYER

Notwithstanding the completion date set out in this Offer, the Buyer may advance the completion date of the transaction by not more than ____ days, by giving written notice of the amended completion date to the Seller or the Seller’s Solicitor at least ____ days in advance of the earlier of the completion date set out herein and the amended completion date.

TW - COMP-02 - CHANGE OF COMPLETION DATE - SELLER

Notwithstanding the completion date set out in this Offer, the Seller may advance the completion date of the transaction by not more than ____ days, by giving written notice of the amended completion date to the Buyer or the Buyer’s Solicitor at least ____ days in advance of the earlier of the completion date set out herein and the amended completion date.

TW - COMP-03 - CHANGE OF COMPLETION DATE - MUTUAL

Notwithstanding the completion date set out in this Agreement, the Buyer and Seller may, by mutual agreement in writing, advance or extend the date of completion of this transaction.

CONDO

TW - CONDO-01 - REVIEW OF CONDO DOCUMENTS

This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. The (Buyer/Seller) _____ agrees to request at the (Buyer's/Seller's) _____ expense, the Status Certificate and attachments within _____ days after acceptance of this Offer. 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 not later than 5 p.m. on the fifth day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and attachments, 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. 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.

TW - CONDO-02 - OCCUPANCY PRIOR TO COMPLETION

The Buyer shall be entitled to occupy the property from _____, until the date of completion at a monthly fee hereinafter referred to as an occupancy fee. The occupancy fee shall be calculated based on the proportionate share of the common expenses, the estimated realty taxes, and mortgage interest as detailed herein (or designated as Schedule "_____" attached to and forming part of this Agreement). Said occupancy fee shall be due and payable on a monthly basis, in advance, commencing on the 1st day of each month following the date of occupancy. Partial charges prior to the 1st day of the initial month shall be pro-rated accordingly. The Buyer further agrees to provide the Seller with post-dated cheques to cover the occupancy cost for a period of twelve months, or such period to be established by the Seller whichever is the lesser.

TW-CONDO-03

The Sellers represent and warrant that they have at all times complied with and are in good standing with all rules, by-laws, declarations and the indemnity agreement of/with the corporation and shall be in said compliance until the date of closing. The parties acknowledge and agree that this representation shall survive closing and not merge thereon.

DEPOSITS/PAYMENT

TW - DEP/PAY-01 - BALANCE OF THE PURCHASE PRICE

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.

TW - DEP/PAY-02 - INCREASE OF DEPOSIT

The Buyer agrees to pay a further sum of _____ (\$ _____), to _____ by negotiable cheque, not later than _____ p.m. on _____ as a supplementary deposit to be held in trust in the same manner as the initial deposit pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

TW - DEP/PAY-03 - INCREASE OF DEPOSIT - REMOVAL OF CONDITION(S)

The Buyer agrees to pay a further sum of _____ (\$ _____), to _____ by negotiable cheque, at the time of notification of fulfillment or removal of the condition pertaining to _____, as an additional deposit to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

TW - DEP/PAY-04 - TRILLIUMWEST REAL ESTATE BROKERAGE DEPOSIT CLAUSE

INTEREST BEARING DEPOSIT: The Buyer acknowledges and agrees that the deposit holder (TrilliumWest Real Estate Brokerage Ltd.) will continue to maintain an interest bearing Statutory Trust Account for the benefit of all parties to the Trust ("The Depositors"). The ac-

count earns a variable interest rate. The Brokerage calculates and disburses all interest earned for the benefit of all Depositors unless otherwise directed in writing by the Depositor. The interest earned is paid to the beneficial owner of the trust money minus an administrative fee as follows: the interest earned on all deposits is subject to an administrative fee of one hundred dollars (\$100.00) plus H.S.T., per deposit or per further deposit(s). In the event the interest earned does not exceed one hundred dollars (\$100.00), such interest shall be retained by the Brokerage as full payment of the administrative fee (no accounting statement will be provided) and; where the deposit is from a private individual (not a corporation) no interest will be paid to the individual unless that individual provides the Brokerage with a Social Insurance Number and mailing address in writing for T5 purposes upon acceptance of the transaction.

TW - DEP/PAY-05 - ROYAL LEPAGE ROYAL CITY REALTY BROKERAGE DEPOSIT CLAUSE

THE BUYER ACKNOWLEDGES AND AGREES that the deposit holder will continue to maintain an interest bearing Statutory Trust Account for the benefit of all parties to the Trust (“The Depositors”). The account earns a variable interest rate. The Brokerage calculates and disburses all interest earned for the benefit of all Depositors unless otherwise directed in writing by the Depositor. The interest earned is paid to the beneficial owner of the trust money minus an administrative fee as follows: the interest earned on all deposits is subject to an administrative fee of fifty dollars (\$50.00) plus H.S.T. per deposit or per further deposit(s). In the event the interest earned does not exceed fifty dollars (\$50.00), such interest shall be retained by the Brokerage as full payment of the administrative fee (no accounting statement will be provided) and; where the deposit is from a private individual (not a corporation) no interest will be paid to the individual unless that individual provides the Brokerage with a Social Insurance Number and mailing address in writing for T5 purposes upon acceptance of the transaction.

TW - DEP/PAY-06 - RE/MAX REAL ESTATE CENTRE DEPOSIT CLAUSE

The Buyer acknowledges and agrees that “the deposit” shall be held in a Real Estate Trust Account which attracts interest at a variable rate, calculated by using the Bank of Canada Prime Rate minus 2.15%. Any interest on the deposit in excess of \$50.00 shall be paid to the buyer following completion of the transaction. The deposit holder shall retain the balance. No interest shall be paid to the buyer unless the buyer provides the deposit holder with a social insurance number, required by law for T5 reporting, no later than thirty (30) days following the acceptance and before closing of the transaction. Provided further, should any interest cheques issued by the deposit holder not be negotiated within six (6) months following issue of same, such funds shall be forfeited to the deposit holder.

NOTE

Non-interest bearing accounts do not require any specific clause. As indicated in Form 100, the OREA Agreement of Purchase and Sale, all deposits are to be placed into a non-interest bearing Real Estate Trust Account. Double check with the listing brokerage representative to determine whether or not their brokerage has an interest or non-interest bearing trust account.

REMAX REAL ESTATE CENTRE SCHEDULE B

The Buyer acknowledges and agrees that the “deposit” shall be held in a Real Estate Trust Account which attracts interest at a variable rate, calculated by using the Bank of Canada Prime Rate minus 2.15%. Any interest on the deposit in excess of \$50.00 shall be paid to the Buyer following completion of the transaction. The Deposit holder shall retain the balance. No interest shall be paid to the buyer unless the buyer provides the deposit holder with a social insurance number, required by law for T5 reporting, no later than THIRTY (30) days following the acceptance and before closing of the transaction. Provided further, should any interest cheques issued by the deposit holder not be negotiated within SIX (6) months following issue of same, such funds shall be forfeited to the deposit holder.

The Buyer or Co-operating Broker/Salesperson shall submit deposit by Cheque, Bank Draft or Money Order only, to RE/MAX Real Estate Centre Inc., Brokerage within 24 hours of acceptance of this Agreement of Purchase and Sale.

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.

REMAX TWIN CITY SCHEDULE B

The parties to this agreement hereby acknowledge and agree that the Deposit Holder (Re/Max Twin City Realty Inc., Brokerage) shall place the deposit in its interest bearing real estate trust account, which earns interest at TD Canada Trust Prime Rate less 2.15% per Annum, and the Deposit Holder shall pay any interest it earns or receives on the deposit to the beneficial owner of the trust money, provided the amount of the interest is equal or greater than \$50.00. The parties to this agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to any interest earned or retained on the deposit which is less than \$50.00. For all purposes of this Agreement, the Term “banking day” or “business day” shall mean any day, other than a Saturday, Sunday, or statutory/civic holiday in Ontario.

The Buyer or his Agent shall deliver to the Listing Broker, RE/MAX Twin City Realty Inc. “the deposit” as described within the Agreement, by way of cheque negotiable or bank draft, within one day of the confirmation of acceptance of this Agreement, failing which the Seller reserves the right to declare this Agreement null and void at his sole option and absolute discretion and the seller shall be at the liberty to accept any other offer. 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.

DEVELOPMENT

TW - DEV-01 - SEVERANCE - SELLER TO UNDERTAKE EXPENSE AND COMPLETION

This Offer is conditional upon the Buyer obtaining, at the Seller’s expense, a consent to sever the property as follows: (provide description of proposed severance). Unless the Buyer gives notice in writing delivered 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 not later than _____ p.m. on _____, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to sign any requisite documents required for the above condition and do all things reasonably necessary in support of the satisfaction of the condition. The Seller understands and acknowledges that the Seller shall be responsible for satisfying any conditions imposed for approval of the severance, and if such conditions give the Seller options in the manner of compliance, the Buyer shall determine which option will be selected. The Seller shall obtain a reference plan prepared by an Ontario Land Surveyor suitable for registration purposes in the Land Registry Office in which the said property is located.

DUE DILIGENCE

TW - DUE-01 - BUYER DUE DILIGENCE (VACANT LAND)

This Offer is Conditional until 6:00 pm on the day of ,2014 upon the Buyer completing its due diligence on all matters affecting its’ use or intended use for the subject property including but not limited to Financing, Zoning, Servicing, Grading, Building Design, Planning, Development Charges and Environmental Phase One and/or Phase 2 if necessary and finding all to its’ satisfaction in its’ sole and absolute discretion. Failing which this Offer shall become null and void and the Buyer’s deposit returned in full without interest or penalty charged. This condition is included for the sole benefit of the Buyer and may be waived at its’ sole option.

ELECTRONIC SIGNATURE

TW - ELE-01 - CONSENT FOR ELECTRONIC SIGNATURES

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.

ENVIRONMENTAL

TW - ENV-01 - ENVIRONMENTAL - ALL LAWS COMPLIED WITH

This Offer is conditional upon the Buyer determining, at the Buyer’s own expense 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, investigation, charges or prosecutions respecting 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 in possession of the Seller. The Seller further authorizes (insert appropriate Ministry), to release to the Buyer, the Buyer’s Representative or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, that the preceding condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. 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.

TW - ENV-02 - ENVIRONMENTAL - PROTECTED ZONE, FLOOD PLAIN, HAZARD LANDS

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that no portion of the property has been designated as hazard land, flood plain, or an environmentally protected zone. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. 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.

TW - ENV-03 - ENVIRONMENTAL - OIL TANK - ABOVE OR BELOW GROUND

This Agreement is conditional upon the Buyer obtaining a report from a fuel oil distributor registered under the Technical Standards and Safety Act, 2002, and any Regulations thereto as amended from time to time stating the tank system in, on or about the property is in a safe operating condition and complies with the requirements of the Technical Standards and Safety Act, 2002, and any Regulations thereto as amended from time to time. Seller agrees to allow access to the property by the fuel oil distributor for purpose of obtaining a report. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, that this condition has been fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. 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.

TW - ENV-04 - ENVIRONMENTAL - AGRICULTURAL ACTIVITIES ACKNOWLEDGMENT

The Buyer acknowledges that the property lies within, partially within, adjacent to or within two kilometers of an area zoned, used or identified for agricultural and food production activities and that such activities occur in the area. These activities may include intensive operations that cause discomfort and inconveniences that involve, but not limited to dust, noise, flies, light, odour, smoke, traffic, vibration, operating of machinery during any 24 hour period, storage and utilization of manure and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. One or more of these inconveniences have protection in Ontario under the Farming and Food Production Protection Act.

TW - ENV-05 - ENVIRONMENTAL - GRAND RIVER CONSERVATION DOCUMENTATION RELEASE

The Seller authorizes the Grand River Conservation Authority, to release to the Buyer, or the Buyer's Representative or Solicitor, any and all information that may be on record in the Authority's office with respect to the said property.

TW - ENV-06 - ENVIRONMENTAL WARRANTY - ALL LAWS COMPLIED WITH

The Seller represents and warrants to the best of the Seller's knowledge and belief 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 (insert 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.

TW - ENV-07 - GROWTH OR MANUFACTURE OF ILLEGAL SUBSTANCES

The Buyer acknowledges that the use of the property and buildings and structures thereon may have been for the growth or manufacture of illegal substances and acknowledges that the Seller makes no representations and/or warranties with respect to the state of repair of the premises and the Buyer accepts the property and the buildings and structures thereon in their present state and in an "as is" condition.

TW - ENV-08 - NO GROWTH OR MANUFACTURE OF ILLEGAL SUBSTANCES WARRANTY

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 growth or manufacture of any illegal substances, 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 growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

TW - ENV-09 - ENVIRONMENTAL - OIL TANK - COMPLIANCE

The Seller represents and warrants that the fuel oil tank in, on or about the property is in compliance with the requirements of the Technical Standards and Safety Act, 2002, and any Regulations thereto as amended from time to time and has been registered with the Technical Standards and Safety Authority. Seller agrees to provide Buyer with the Registration number and all relevant documents prior to closing. This warranty shall survive and not merge upon the completion of this transaction.

TW - ENV-10 - ENVIRONMENTAL - OIL TANK - SELLER HAS REMOVED

The Buyer acknowledges that there was an underground fuel tank on the property that has been removed and the Seller agrees to provide to the Buyer at the Seller's own expense by no later than ____ p.m. on _____, evidence that a contractor registered under the Technical Standards and Safety Act, 2002, and any Regulations thereto as amended from time to time, has removed the said fuel oil tank, assessed the soil surrounding the underground fuel oil tank for contamination and cleaned and removed any contamination.

TW - ENV-11 - ENVIRONMENTAL - OIL TANK - SELLER TO REMOVE

The Seller agrees that the Seller will, at the Seller's expense, have the underground fuel oil tank on the property removed from the property by a contractor registered under the Technical Standards and Safety Act, 2002, and any Regulations thereto as amended from time to time by no later than ____ p.m. on _____, and thereafter to have the soil surrounding the underground fuel oil tank assessed for contamination and any contamination cleaned and removed by a contractor registered under the Technical Standards and Safety Act, 2002, and any Regulations thereto as amended from time to time, and on or before closing to provide evidence of the said testing, cleaning and removal from the said contractor and to restore the grading and landscaping on the property to the existing or a comparable condition to which it was prior to the removal of the said fuel oil tank.

TW - ENV-12 - ENVIRONMENTAL - PHASE I

This offer is conditional upon the Buyer completing a Phase 1 environmental assessment of the property at the Buyers sole expense and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 2015, 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 inspection. 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.

ESTATE SALES & PROBATE

TW-ESTATE SALE-01

The Buyer acknowledges that the Certificate of Appointment of Estate Trustee with a Will has not yet been obtained and is required prior to the Sale of the Property. Accordingly, the Buyer agrees to extend the closing date, if required, for up to a maximum of 30 additional days, pending receipt of the said Certificate. The buyer and the seller further agree that the Buyer has the option to extend closing for an additional 30 days, at the buyer's sole discretion.

TW-CHANGE OF COMPLETION DATE - PROBATE TRUSTEE-02

The Buyer and Seller agree that the Seller, upon giving a minimum of 15 days written notice to the Buyer (excluding, Saturday, Sunday or Statutory Holidays), may unilaterally extend the date set for completion, one time not to exceed 30 days in total, for the purpose of obtaining a Certificate of Appointment of Estate Trustee.

GUELPH

TW - GUE-01 - CITY ISSUED GARBAGE BINS

The Seller acknowledges that the City of Guelph has supplied the subject property with plastic reusable garbage bins that are to stay with the property for use by the owner. Further, the Seller covenants and agrees that all city issued bins will remain with the property for the use of the Buyer upon completion of this transaction.

TW - GUE-02 - PINE RIDGE COMMUNITY ASSOCIATION FEE

THE BUYER HEREBY covenants and agrees to be a member in good standing of The Pine Ridge East Guelph Community Association (referred to as the “Association”) and agrees at all times to pay such fees, dues, levies, and special assessments as are imposed from time to time by the Association for the purpose of carrying out its objects and acknowledges that membership in the Association is mandatory so long as the Purchaser owns lands and premises within The Pine Ridge East Guelph Community.

HERITAGE

TW - HERIT-01 - ONTARIO HERITAGE ACT DESIGNATION

The parties hereto acknowledge that the subject property is/may be designated as a Heritage Property and is subject to the provisions of the Ontario Heritage Act, 1974. The Buyer acknowledges that the Seller has made this disclosure. The Buyer accepts the property with this designation and agrees to continue with this transaction.

TW - HERIT-01 - NON-DESIGNATED

The Buyer acknowledges and accepts that _____ is on the NON-Designated heritage Register. The Register includes key information on all the buildings, structures, landscapes and districts that have been designated under the Ontario Heritage Act. The Register also includes “non-designated” properties that have cultural heritage value or interest. The listing of non-designated properties provides interim protection for sites undergoing change by requiring owners to provide the City with at least 60 days notice of their intention to demolish or remove a building or structure on the property. This notice period allows the City to make a well informed decision about whether long term protection of the property should be sought through the formal designation process. Inclusion on the Municipal Register as a “non-designated property” does not mean your property is being designated. Also the process for renovating a building has not changed.

HST

TW - HST-01 - BUYER IS A REGISTRANT - COMMERCIAL

The Buyer shall deliver to the Seller on closing: 1) a statutory declaration that the Buyer is a registrant within the meaning of Part IX of the Excise Tax Act of Canada (the “Act”) and that the Buyer’s registration is in full force and effect; 2) reasonable evidence of the Buyer’s registration under the Act; and 3) an undertaking by the Buyer to remit any tax eligible under the Act in respect of this transaction and to indemnify the Seller against all loss, costs and damages resulting from the Buyer’s failure to do so.

TW - HST-02 - REBATES TO THE BUILDER

The Buyer agrees to assign any and all taxation rebates to the Seller upon completion of this transaction. The Seller will be responsible for the remittance of any tax associated with this transaction.

INSPECTION

TW - INSP-01 - HOME GENERAL INSPECTION BY QUALIFIED HOME INSPECTOR

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer’s own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer’s sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 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 inspection. 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. Further, The Seller(s) acknowledge(s) and consent(s) to a third party taking photographs/videos of the property as required for the purpose of an inspection with respect to the above.

TW - INSP-02 - HOME GENERAL INSPECTION BY QUALIFIED HOME INSPECTOR - CONDO

This Offer is conditional upon the inspection of the unit and common elements by a home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 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 unit for the purpose of this inspection. 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. Further, The Seller(s) acknowledge(s) and consent(s) to a third party taking photographs/videos of the property as required for the purpose of an inspection with respect to the above.

TW - INSP-03 - HOME INSPECTION - SELLER ABLE TO REMEDY

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer or, if not satisfactory to the Buyer, a report revealing deficiencies in the property which the Seller is willing and able to remedy. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 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 inspection. 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. Further, The Seller(s) acknowledge(s) and consent(s) to a third party taking photographs/videos of the property as required for the purpose of an inspection with respect to the above.

TW - INSP-04 - HOME INSPECTION - SELLER ABLE TO REMEDY - CONDO

This Offer is conditional upon the inspection of the subject unit by a home inspector at the Buyer's own expense and the obtaining of a report satisfactory to the Buyer or, if not satisfactory to the Buyer, a report revealing deficiencies in the unit which the Seller is willing and able to remedy. 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 not later than ____ p.m. on _____, 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 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. Further, The Seller(s) acknowledge(s) and consent(s) to a third party taking photographs/videos of the property as required for the purpose of an inspection with respect to the above.

TW - INSP-05 - TERMITE INSPECTION

This Offer is conditional upon the Buyer or the Buyer's appointed representative inspecting the subject property for termites and obtaining a report satisfactory to the Buyer at the Buyer's own expense. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 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 inspection. 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. Further, The Seller(s) acknowledge(s) and consent(s) to a third party taking photographs/videos of the property as required for the purpose of an inspection with respect to the above.

TW - INSP-06 - WETT INSPECTION

This offer is conditional upon the Buyer obtaining at the Buyer's expense a Wood Energy Technology Transfer (WETT) inspection, and obtaining a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 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 inspection. 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. Further, The Seller(s) acknowledge(s) and consent(s) to a third party taking photographs/videos of the property as required for the purpose of an inspection with respect to the above.

TW - INSP-07 - RE-VISIT PRIOR TO COMPLETION

The Buyer shall have the right to re-visit the property _____ times prior to completion of this transaction, at a mutually agreed upon time. The Seller agrees to provide access to the property for the purpose of these visits.

TW- INSPECTION-ALUMINUM WIRING

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. If the property contains Aluminum wiring the seller agrees to provide at the Seller's expense and ESA certificate of Fitness or ElecCheck certificate stating the wiring is up to code prior to the date set for examining title. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 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 inspection. 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.

NOTE

Aluminum wiring was used largely from the early 1960's to the late 1970's- any property built during those years you should consider using this clause. Note even if the property is "pigtailed" or they have used the proper CO/ALR switches and receptacles some insurance companies will still charge a premium.

INSURANCE

TW - INSUR-01 - BUYER ARRANGING INSURANCE

This offer is conditional on the Buyer arranging insurance for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on _____, 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 cooperate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment 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.

TW-ILLEGAL BASEMENT APARTMENT (SELLER FRIENDLY)

TW-ILLEGAL BASEMENT APARTMENT-01

Seller makes no representation or warranty regarding what the basement can or cannot be legally used for according to local by-laws/fire codes. Potential purchasers are advised to contact the local municipal building department/fire department for further information.

TW-ILLEGAL BASEMENT APARTMENT-02

The Buyer acknowledges that the existing basement apartment has NOT received approval from relevant authorities to make said apartment legal under the Government rules and regulations, zoning by-laws and retrofit requirements as they relate both to the current permitted use, as well as any proposed or future use by the Buyer. Buyer further acknowledges that the Seller, Listing Broker and the Co-operating Broker are making no representations or warranties in this regard and the Buyer agrees to release the Seller, Listing Broker and Co-operating Broker harmless from any and all liabilities arising from the Buyer's use of the subject property. Seller further states that currently there is no outstanding work order, deficiency notice and/or request for inspection by municipality and/or fire department regarding the status of the basement apartment.

TW- KITEC- WARRANTY

The Seller represents and warrants to Buyer that during the time the Seller owned the property, the Seller has not installed in any building on the property Kitec plumbing, any fittings for Kitec plumbing nor any Kitec Plumbing Systems (“Kitec”) and that to the best of the undersigned’s knowledge, no building on the property contains or has ever contained Kitec. This warranty shall survive and not merge on the completion of the above transaction, and if the building is part of a multiple unit building, this warranty shall only apply to the part of the building, which is subject to this transaction.

TW-KITEC- DISCLOSURE

The Buyer acknowledges that the property and buildings and structures has had installed therein or thereon Kitec plumbing, fittings for Kitec plumbing or Kitec Plumbing Systems (“Kitec”) and acknowledges that the Seller makes no representations and/or warranties with respect to the state of repair of the premises respecting the said Kitec and the Buyer accepts the property and the buildings and structures thereon in their present state and in an “as is” condition.

LAWYER REVIEW

TW - LAW01 - BUYER’S LAWYER REVIEW

This Offer is conditional upon the approval of the terms hereof by the Buyer’s Solicitor. Unless the Buyer gives notice in writing delivered 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 not later than _____ p.m. on _____, 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. This condition is included for the benefit of 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.

TW - LAW02 - SELLER’S LAWYER REVIEW

This Offer is conditional upon the approval of the terms hereof by the Seller’s Solicitor. Unless the Seller gives notice in writing delivered to the Buyer or to the Buyer’s address as hereinafter indicated personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than _____ p.m. on _____, 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. This condition is included for the benefit of Seller and may be waived at the Seller’s sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

LISTING MLS

TW - LIST01 - PROPERTY TO BE LISTED (KW)

The Buyer covenants and agrees that the Buyer’s property, known as _____ will be listed for sale with a Real Estate Brokerage that is a member of the Kitchener Waterloo Association of Realtors (KWAR) and placed on its Multiple Listing Service (MLS) within forty eight (48) hours of acceptance of the within Agreement of Purchase and Sale by the parties herein.

MAINTENANCE

TW - MAINT01 - SELLER TO REPAIR DAMAGE ON REMOVAL

The Seller agrees to repair at the expense of the Seller, prior to the date of completion, any openings or holes in walls, floors, ceilings or window areas resulting from the removal of equipment, as requested after discussion with the Buyer and more particularly as hereinafter set out: _____ (list where) _____ and permit the Buyer the right to inspect the premises to ensure that said repairs have been completed.

TW - MAINT02 - CLEAN

The Seller agrees to leave the premises, including the floors, in a clean and broom swept or vacuumed condition.

MORTGAGE

TW - MORT01 - MORTGAGE APPROVAL - SOLE AND ABSOLUTE DISCRETION

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new _____ Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, 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. 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.

TW - MORT02 - VENDOR TAKE BACK MORTGAGE - NO PREPAYMENT

The Seller agrees to take back a _____ Charge/Mortgage in the amount of _____ (\$ _____), bearing interest at the rate of ____% per annum, calculated semi-annually not in advance, repayable in blended monthly payments of _____ (\$ _____), including both principal and interest, and to run for a term of ____ years from the date of completion of this transaction. !

NOTE

Pre-payment of a mortgage is not an assumed right. You must include the proper pre-payment clause to ensure the option for the mortgagor.

TW - MORT03 - PRE-PAYMENT - OPEN IN ACCORDANCE WITH PRINCIPAL AMOUNTS FALLING DUE

This Charge/Mortgage shall contain a clause permitting the Chargor/Mortgagor, when not in default, the privilege of prepaying all or part of the principal sum on any payment date or dates without notice or bonus, provided that any partial prepayment shall equal the sum of the principal amounts of the payment(s) next falling due under the Charge/Mortgage.

TW - MORT04 - PRE-PAYMENT - OPEN ON ANNIVERSARY DATE

This Charge/Mortgage shall contain a clause permitting the Chargor/Mortgagor, when not in default, the privilege of prepaying on each anniversary date a sum not to exceed ____% of the original principal amount, without notice or bonus.

TW - MORT05 - PRE-PAYMENT - SUBJECT TO BONUS

This Charge/Mortgage shall contain a clause permitting the Chargor/Mortgagor, when not in default, the privilege of prepaying on any payment date a sum not to exceed ____% of the original principal amount, subject to a bonus of _____ month's interest on the amount of principal being repaid.

TW - MORT06 - RENEWAL

This Charge/Mortgage shall contain a clause permitting the Chargor/Mortgagor, when not in default, the privilege of renewing this Charge/Mortgage upon its maturity, for a further term of _____ year(s) at the rate of interest charged by _____, on the date thirty days preceding the maturity date of the Charge/Mortgage, to credit worthy borrowers for _____ year Charge/Mortgage loans, and otherwise on the same terms and conditions save and except for the right of a further renewal.

MULTIPLE OFFERS

TW - MULTI01 - MULTIPLE OFFERS WARRANTY

Seller and Buyer hereby acknowledge that the Buyer is making this Offer based upon the representation from the Seller's Agent that at least one other prospective Buyer has produced or intends to produce an offer to buy the subject Property. The Seller therefore understands and agrees to the following: 1. If a competing offer for the within subject property does not materialize, the Seller agrees: (a) to so inform the within Buyer, and (b) if Buyer so directs in writing, Buyer shall have the right to revoke or revise this Offer at Buyer's sole dis-

cretion, notwithstanding the irrevocable clause contained in this offer. 2. If Buyer is successful in negotiating the Purchase of the Property, at Buyer's request, Seller or Seller's Agent will inform the Buyer of the identity of the cooperating broker or brokers who produced a competing offer from another buyer or buyers.

MULTIPLE REPRESENTATION

TW - MUL01 - PARTIES CONSENT TO MULTIPLE REPRESENTATION (NOTICES)

Both Buyer and Seller agree, despite the statement in section 3 of this agreement, to provide TrilliumWest Real Estate Brokerage and/or its designated representatives the authority for giving and receiving notices on behalf of all parties to this agreement.

NEW CONSTRUCTION

TW - NEW01 - TARION

The Seller represents and warrants, to the best of the Seller's knowledge and belief, that the said home and its builder are both registered under the Ontario New Home Warranty Program. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction. Documents attesting to these registrations are attached as Schedule "____" and form part of this Agreement of Purchase and Sale.

TW - NEW02 - HST REBATES - PRINCIPALLY OCCUPY

The Buyer and the Seller acknowledge and agree that the HST payable in connection with the purchase and sale transaction contemplated by this Agreement of Purchase and Sale is included in the purchase price subject to the provisions hereinafter set out. Notwithstanding that the purchase price payable by the Buyer includes HST, the Buyer hereby assigns and transfers to the Seller all of the Buyer's rights, title and interest in any rebates, refunds or credits available, including Federal Sales Tax rebates and HST rebates to which the Buyer is entitled in connection with the payment of HST payable on the transfer to the Buyer of ownership or possession of the property. The Buyer further appoints and authorizes the Seller or the Seller's agents to be the Buyer's authorized representative and attorney for the purposes of applying for and collecting such tax rebates. The Buyer agrees to execute, at no cost to the Seller, any and all documents required to give effect to this provision. The Buyer represents and warrants to the Seller that the Buyer shall personally occupy the property or cause one or more of the Buyer's relations to occupy the property as the Buyer's or the Buyer's relation's primary place of residence upon completion and agrees to deliver to The Seller on closing a Statutory Declaration in the Seller's form in which the Buyer declares that the property being purchased by the Buyer is for use as the Buyer's or the Buyer's relation's primary place of residence and will be so occupied forthwith upon completion. In the event that the Buyer breaches the warranty or any of the provisions referred to above which results in the Buyer being ineligible or the Seller being unable to obtain the rebates referred to herein then the Buyer shall pay to the Seller forthwith an amount equal to the amount which the Buyer would have been eligible to obtain were it not for such breach or failure to carry out the Buyer's obligations.

PRIVACY

TW - PRIV01 - PERMISSION TO PUBLISH AND DISTRIBUTE SALES INFORMATION

In accordance with the Federal Privacy Act (PIPEDA); upon the fulfillment of all conditions contained within this Agreement, all parties to this transaction consent to the publication and distribution of the sale/lease price of the property. The Listing Brokerage and their sales representatives are authorized to advertise and disclose the sale price to other Realtors and to the public, while conducting and promoting their daily Real Estate activities, provided that the Seller(s) or Buyer(s) names are not specifically disclosed.

RENT

TW - RENT01 - NON-DISCLOSURE OF PRIVATE INFORMATION

The Buyer will hold in strict confidence any knowledge about the rent review situations of the property, financial documents, leases, and such other records of the property which the Buyer obtains from this Agreement or any other source, subject only to the use of such information in order to obtain professional advice and in the application or appeal process concerning rent review.

TW - RENT02 - SELLER WARRANTY

The Seller represents and warrants, to the best of the Seller's knowledge and belief that, during the period of the Seller's ownership, the property has been rented in accordance with Landlord and Tenant legislation and that any rent increase has been effected in accordance with relevant rent review legislation. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at completion of this transaction.

TW - RENT03 - NOTICES TO TENANTS

Upon completion, the Seller shall provide the Buyer with a notice to all tenants advising them of the new owner and requiring all future rents to be paid as the Buyer directs. The Seller will pay to the Buyer any rent paid to the Seller in error or in violation of the direction for a period of _____ months following completion, after which period the Seller may refuse to accept rent from tenants or return it to them.

TW - RENT04 - NO RENT INCREASES

Pending completion, the Seller shall not give any notices of rent increases.

TW - RENT05 - DISPUTES WARRANTY

The Seller represents and warrants, to the best of the Seller's knowledge and belief, that there are no disputes between the Seller as landlord and any tenant as to the state of repair of the leased premises, the payment of rents, contravention of applicable rent review legislation for residential tenancies, or other material items concerning the tenants' lease agreements other than as specifically set out in this Agreement of Purchase and Sale. The Parties agree that these representations and warranties shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at completion of this transaction.

TW - RENT06 - SELLER WARRANTY

The Seller represents and warrants that on completion:_____. The Parties agree that these representations and warranties shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

TW - RENT07 - RIGHT TO SHOW

The SELLER hereby acknowledges that the BUYER is purchasing this property as an investment and has a right to advertise and show the property to prospective tenants once the OFFER becomes firm and binding. The BUYER and/or the BUYER's Representative agree(s) to provide not less than twenty-four (24) hours' notice to the SELLER when scheduling any such showings which shall only be between the hours of 9:00 a.m. and 7:00 p.m. Further, such showing periods shall not exceed two (2) hours in duration nor be scheduled more than a total of five (5) times prior to the completion of this transaction.

TW - RENT08

The Tenant agrees to provide 2 payments, to cover the first and last Month's Rent (Deposit), payable upon acceptance of this Agreement To Lease. The following payments payable upon the acceptance of this Agreement to Lease are listed below:

- 1) Payable by CHEQUE to TRILLIUMWEST REAL ESTATE BROKERAGE = \$2,373.00 (Last Month's Rent Deposit + 13% of First Month)
- 2) Payable by CHEQUE OR EMAIL MONEY TRANSFER to (LANDLORD) = \$1,827.00 (87% of First Month's Rent)

The landlord agrees that the tenant shall receive credit for paying first and last months rent in full.

NOTE

The above is filled out as an example only. The monthly rent was \$2100. The \$2373 is \$2100+HST. The \$1827 is the difference between the \$4,200 (first and last months rent) less the \$2373 already paid.

TW- RENTAL PROPERTY

The Seller agrees to provide to the Buyer copies of all leases pertaining to the property and further agrees to assign all damage deposits and/

or last month's rent collected by the Seller to the Buyer prior to completion of this transaction. Pending completion the Seller further agrees not to give any notices of rent increases unless otherwise described in this agreement.

TW- RENTAL PROPERTY VACANT POSSESSION BUYER TO OCCUPY

The Buyer hereby authorizes and directs the Seller, and the Seller agrees, when this Agreement becomes unconditional, to give to the tenant(s) the requisite notices under the Residential Tenancies Act, requiring vacant possession of the property for use by the Buyer or the Buyer's immediate family, effective as of _____, and the seller agrees to deliver copies of the requisite notices to the Buyer immediately after service of the notices upon the tenant. The Buyer and the Seller hereby agree in the event that the tenant fails to vacate the property prior to completion of the transaction, the Buyer agrees to assume the existing tenant upon completion of this transaction. Upon vacant possession being provided to the Buyer, the Buyer or the Buyer's immediate family agrees to take possession of and occupy the property forthwith thereafter. The Buyer agrees to provide the Seller with a written indemnity on completion, indemnifying the Seller from all actions, causes of action, claims and demands of any kind whatsoever, that may occur in the event that the Buyer does not take possession of and occupy the property as aforesaid.

REVIVAL

TW-01-REVIVAL CLAUSE- FOR USE WHEN OFFER EXPIRES OR SIGNED OUTSIDE OF IRREVOCABLE

Whereas the agreement dated XXX (the « Purchase Agreement ») was terminated due to (the conditions not being waived in a timely manner or due to acceptance being completed after the irrevocable date) Whereas the parties have agreed to novate and revive the Purchase Agreement in accordance with the terms of this amendment :The parties agree as follows :

The Purchase Agreement is hereby restated and novated on the same terms and conditions, subject to the following changes: All deposits paid to date shall be credited to the purchase price All conditions in the Purchase Agreement are deemed to have been fulfilled or waived (if required) The new closing date shall be XXX (if required) All other terms and conditions of the Purchase Agreement shall continue in full force and effect, and time shall continue to be of the essence.

SALE OF PROPERTY

TW - SOP01 - SALE OF BUYER'S PROPERTY

This Offer is conditional upon the sale of the Buyer's property known as _____. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, 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. 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.

NOTE

An escape clause needs to be added to this condition if an extended time period and if the property is to remain for sale.

TW - SOP02 - REMOVAL OF CONDITIONS OF BUYER'S PROPERTY

This Offer is conditional upon the Buyer receiving notification of the removal of all conditions in an existing Agreement of Purchase and Sale for the property known as _____. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, 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. 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. !

* Use this when Buyer's property has an accepted offer on it, but they are proceeding with a purchase of new property.

TW - SOP03 - SELLER'S RELEASE FROM PREVIOUSLY ACCEPTED OFFER

This Offer is conditional upon the Seller obtaining a release from a prior Agreement of Purchase and Sale. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase

and Sale or any Schedule thereto not later than ____ p.m. on the ____ day of _____, 20____, 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.

NOTE

This clause is a true Condition Precedent and neither a Seller nor a Buyer is entitled to waive this condition.

NOTE

Times should match Notices to Remove Conditions paperwork to be served by the Seller's agent to previous accepted Buyer's agent.

TW - SOP04 - ESCAPE CLAUSE

Provided further that the Seller may continue to offer the property for sale and, in the event the Seller receives another Offer satisfactory to the Seller, the Seller may so notify the Buyer in writing by delivery to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto. The Buyer shall have _____ hours from the giving of such notice to waive this condition by notice in writing delivered 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, failing which this Offer shall be null and void, and the Buyer's deposit shall be returned in full without deduction.

NOTE

Refers to the removal of only one specific condition. Change wording from "this" to "all to alter the clause to the removal of any conditions."

TW - SOP05 - ESCAPE CLAUSE - MULTIPLE REPRESENTATION

If the Listing Brokerage represents both the Seller and the Buyer in this transaction in multiple representation, the Brokerage is not authorized to receive the Notice to Remove Condition on behalf of the Buyer and the Brokerage is not authorized to receive the Notice of Waiver of Condition on behalf of the Seller. Said notices will be delivered by the Brokerage either to the parties to the transaction, the address of the parties, the lawyers representing the parties, or transmitted to the fax number or email address designated by the parties other than the Brokerage's fax number or email address.

TW - SOP06 - STACKING - MULTIPLE SALE OF PROPERTY OFFERS

THE WITHIN BUYER is aware of a previously accepted conditional offer on the subject property and in the event that the within Buyer gives notice to the Seller advising that his property is sold there will be a further conditional period of _____ hours/days in order for the Seller to serve notice to the first Buyer. In the event that the first Buyer removes or waives his condition within the time specified then this Agreement of Purchase and Sale shall become null and void and the Buyer's deposit shall be returned in full and without interest. In the event that the first Buyer does not waive or remove his condition within the time specified this Agreement shall become firm and binding.

TW - SOP07 FOR SELLER TO SECURE PROPERTY

This Offer is conditional upon the Seller finding accommodation satisfactory to the Seller in the Seller's sole and absolute discretion. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 48 hours after the Buyers conditions are fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

TW - SCREW NAIL

It is further agreed and understood that all drapery track, existing light fixtures, broadloom, flooring, mirrors, shelves, and cabinets fastened by means of nails, screws or other similar fastening devices now on the real property are to be included in the purchase price except for those excluded in Bullet 5 of this Agreement of Purchase and Sale.

SOLAR PANEL

TW SOLAR-01 DELIVERY OF CONTRACT

The Seller agrees to provide to the Buyer the solar panel contract and all schedules and amendments to the contract on acceptance of this agreement.

TW SOLAR-02 REVIEW OF CONTRACT

This Offer is conditional on the Buyer's lawyer reviewing the solar panel contract and finding it satisfactory at the Buyer's lawyers sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller no later than XXXX p.m. on the XXX day of XXXXXXXX, 2022, that this condition is fulfilled, than this Offer shall be null and void and the deposit shall be returned to the Buyer in full and without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing delivered to the Seller or the Seller's agent within the time period stated herein.

TW SOLAR-03 MICROFIT SOLAR

Upon this offer becoming unconditional, the Buyer agrees to do the following steps to take over the Microfit Solar Panel Contract.

1. Register a Microfit ID at <https://mymicrofit.powerauthority.on.ca/sign-up.php>
2. Provide their New Registration ID to the Sellers
3. Set up a Generator Account with Kitchener Wilmot Hydro.
4. Do anything else required for the transfer.

The Buyer agrees to complete this process prior to the completion of this transaction.

The Buyer will not take ownership or possession or proceeds from the solar panels until the actual completion date of this transaction however the Buyer will take the above steps in preparation for this transfer. Further, the Seller agrees to forward to the Buyer any monies earned by the solar panels during the ownership period by the Buyer that is paid to the Seller either in error or as a result of timing to have the transfer completed.

SEWAGE/WATER

TW - SEW/WAT01 - SEWAGE SYSTEM APPROVALS - CONDITION

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that:

- (1) all sewage systems serving the property are wholly within the setback requirements of the said property and have received all required Certificates of Installation and Approval pursuant to the Environmental Protection Act;
- (2) all sewage systems serving the property have been constructed in accordance with the said Certificates of Installation and Approval;
- (3) all sewage systems serving the property have received all required use permits under the said Act or any other legislation; and further, that on inspection, the septic bed is in good working order.

The Buyer shall be allowed to retain at the Buyer's own expense, a professional in the septic business to make an examination of the septic system. Seller agrees to allow access to the property for the purposes of a septic inspection and agrees to allow the Buyer to request information as outlined above from the appropriate authorities having jurisdiction. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, that these conditions have been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. These conditions are 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.

NOTE

This condition does not ensure the operation of the septic system, use in conjunction with SWE/WAT02

TW - SEW/WAT02 - SEWAGE SYSTEM WARRANTY

The Seller represents and warrants, to the best of the Seller's knowledge and belief, that, during the Seller's occupancy of the building, the sewage system has been and will be in good working order on closing. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

TW - SEW/WAT03 - WATER SUPPLY AND QUALITY

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that:

- (1) there is an adequate water supply to meet the Buyer's household needs;
- (2) the pump and all related equipment serving the property are in proper operating condition; and
- (3) the Buyer can obtain a Bacteriological Analysis of Drinking Water from the authority having jurisdiction indicating that there is no significant evidence of bacterial contamination.

Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, that these conditions have been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. These conditions are 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 agrees to allow access to the subject property to the Buyer or the Buyer's agent for the purpose of satisfying this condition.

TW - SEW/WAT04 - SEWAGE SYSTEM WARRANTY

The Seller represents and warrants, to the best of the Seller's knowledge and belief, that:

- (1) all sewage systems serving the property are wholly within the setback requirements of the said property, and have received all required Certificates of Installation and Approval pursuant to the Environmental Protection Act;
- (2) all sewage systems serving the property have been constructed in accordance with the said Certificates of Installation and Approval;
- (3) all sewage systems serving the property have received all required Use permits under the said Act or any other legislation; and further, all sewage systems serving the property have been maintained in good working order during the Seller's occupancy and will be in good working order on closing.

Further, the Seller agrees to provide any and all documentation relating to the sewage system, within the Seller's possession, or which may be made available to the Seller by the appropriate authorities, and given to the Buyer prior to the last date set for examining title. The Parties agree that these representations and warranties shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at the completion of this transaction.

TW - SEW/WAT05 - SEWAGE SYSTEM WARRANTY - IMPROVED & RECOMMENDED

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that the sewage system serving the property has been properly installed. The Seller's agree to give access to the property for the purpose of this investigation and agrees to allow the Buyers to request information from the appropriate authorities having jurisdiction. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 2015, 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 have the septic tank cleaned, inspected and repaired if deemed necessary, at the Seller's own expense, by a qualified Septic Contractor and to provide all documentation to the Buyer prior to the title search date. The Seller agrees to allow the Buyers to be present at the septic inspection. The Seller represents warrants, to the best of the Seller's knowledge and belief, that during the Seller's occupancy of the property, the septic system has been and will be in good working order on closing. The parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the existing property at completion of this transaction.

TW - SEW/WAT06 - FOR USE WHEN IN COMPETITION

The Seller represents and warrants, to the best of his knowledge and belief, that, during his occupancy of the dwelling, the sewage system has operated satisfactorily and was installed according to the provisions of the health authorities having jurisdiction at the time of installation. Further, the Seller agrees to provide any and all documentation within his possession relating to the sewage system to the Buyer prior to the last date set for examining title. The parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

The seller agrees, at the sellers expense to have the septic pumped by a professional and provide a receipt to the buyer indicating that the system is in good working order on or prior to the title search date set out herein.

The Seller warrants to the best of his knowledge and belief that during his occupancy of said dwelling, the pump and all related equipment has performed satisfactorily and said well has provided sufficient water for normal household use and all equipment will be in good working order on closing. The Seller further agrees to provide a bacteriological analysis of drinking water from the appropriate local health authority having jurisdiction, showing zero evidence of bacterial contamination (e coli and coliforms) not older than 30 days from the date of acceptance herein.

SPIS

TW - SPIS01 - BUYER'S ACCEPTANCE OF SPIS - CONDITION

This Offer is conditional upon the Buyer receiving a Seller Property Information Statement completed by the Seller and the Buyer accepting the information on the form as satisfactory in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, 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. 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 hereby agrees to deliver to the Buyer upon acceptance of this Agreement a Seller Property Information Statement for the property with complete and accurate answers, to the best of the Seller's knowledge and belief, to the questions contained therein. !

TW - SPIS02 - BUYER'S ACKNOWLEDGMENT OF SPIS

The Buyer acknowledges that the Buyer has received a completed Seller Property Information Statement from the Seller and has had an opportunity to read the information provided by the Seller on the Seller Property Information Statement prior to submitting this offer.

NOTE

At TrilliumWest we HIGHLY advise all of our Seller's to not sign an SPIS disclosure. If this absolutely must happen, please take the appropriate time yo carefully review the document with your Seller and ask a Broker if you have any concerns towards it's execution.

STIGMA

TW - STG01 - BUYER'S ACKNOWLEDGMENT OF POSSIBLE STIGMA

The Seller's warrant to the best of their knowledge and belief that there have been no deaths, murders, suicides or any other stigma attached to the property that may negatively affect the value of the property.

TW - STG02 - HIDDEN DEFECT & STIGMA CLAUSE

The Seller warrants that to the best of their knowledge and belief, the property does not contain any hidden defects, including but not limited to; urea formaldehyde insulation [whether existing or removed], buried fuel tanks, termite infestation, lead-based paint, asbestos insulation, or kitec plumbing. Further, the Seller warrants that, to the best of their knowledge and belief, there have been no deaths, suicides or murders on the property at any time, that there are no neighbourhood conditions that could negatively affect the Buyer's use and enjoyment or perceived value of the property and that the property has never been used for the manufacture or distribution of illegal substances or marijuana exceeding the recreational cannabis laws/guidelines in the province of Ontario and Canada. These warranties shall survive the closing of the transaction but shall only apply to circumstances existing at or before the closing date.

SURVEY

TW - SURV01 - BUYER'S ACKNOWLEDGMENT OF POSSIBLE SURVEY

The Buyer acknowledges that a new survey may be required for purposes of financing and also to satisfy the requirements of the Buyer's Solicitor, and agrees to obtain said survey at the Buyer's expense.

TW - SURV02 - SELLER TO PROVIDE EXISTING SURVEY - WITH DECLARATION

The Seller agrees to provide, at the Seller's own expense, not later than ____ p.m. on the ____ day of _____, 20____, an existing survey of said property showing the current location of all structures, buildings, fences, improvements, easements, rights-of-way, and encroachments affecting said property. The Seller will further deliver, on completion, a declaration confirming that there have been no additions to the structures, buildings, fences, and improvements on the property since the date of this survey.

NOTE

Can also remove the need for a declaration, but leave this clause in if it is essential to the intended use of property.

TW - SURV03 - SELLER TO PROVIDE NEW SURVEY

The Seller agrees to provide, at the Seller's own expense, not later than ____ p.m. on the ____ day of _____, 20____, a new survey of said property showing the current location of all structures, buildings, fences, improvements, easements, rights-of-way, and encroachments affecting said property.

TW - SURV04 - SURVEY, BUILDING PLANS, MECHANICAL DRAWINGS, WARRANTIES

The Seller agrees to provide, at the expense of the Seller, a survey of the property, completed by an Ontario Land Surveyor, showing the current location of all buildings, structures, additions, fences, improvements, easements, rights-of-way and encroachments affecting the property. The Seller also agrees to supply all building plans, mechanical drawings, and any other plans, and all warranties and service manuals, if available, applicable to any equipment or chattels included in the purchase price.

SWIMMING POOL

TW - SWIM01 - BYLAW COMPLIANCE

The Seller represents and warrants to the best of the Seller's knowledge and belief that the swimming pool, its equipment, and the fencing of the said pool, comply with all applicable bylaws, regulations, and legislation. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

TW - SWIM02 - GOOD WORKING ORDER - SWIMMING POOL

The Seller represents and warrants that the swimming pool and equipment are now, and on the completion date shall be, in good working order. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

TW - SWIM03 - WINTERIZATION

The Seller agrees to winterize the swimming pool and equipment prior to completion, and shall provide a written undertaking on completion that the Seller shall be responsible for any costs or expenses incurred by the Buyer if the swimming pool and equipment are not properly winterized, provided only that the Buyer gives written notice of any claim to the Seller not later than ____ p.m. on the ____ day of _____, 20____, failing which the Seller accepts no responsibility for costs.

TRESA

TW-TRESA-01 REVOCATION CLAUSE

Notwithstanding anything else contained in this Offer (including, without limitation, the irrevocability provision in section 1 of the standard pre-set portion of this Offer), the Buyer shall have the right, but not the obligation, upon notice to the Seller as provided herein, to revoke this Offer at any time prior to the acceptance of this Offer by the Seller if any part of this Offer is disclosed to anyone except those listed on the Confirmation of Cooperation and Representation.

TW-TRESA-02 REVOCATION CLAUSE

The Seller agrees that any offer presented by the Buyer under this Agreement of Purchase and Sale, including all terms and conditions, is confidential and intended solely for the Seller's consideration. The Seller further agrees not to disclose, share, or make known the details of

this offer, in whole or in part, to any other prospective buyers, agents, or third parties. In the event that the Seller breaches this confidentiality obligation by sharing or disclosing the terms of this offer with other buyer's agents or prospective buyers, the Buyer reserves the right to deem this offer null and void. In such a case, the Buyer shall be released from any obligations arising from this Agreement, and any deposits or funds provided by the Buyer shall be returned in full. This confidentiality clause survives the termination or completion of this Agreement.

TAXATION

TW - TAX01 - LOCAL IMPROVEMENTS

The Seller warrants that the lands are free and clear of any local improvement charges and will be free and clear of local improvement charges on completion and that Seller has not received any notification of future local improvement charges for the property. If local improvement charges are not paid as of completion, they will be adjusted as a benefit to the Buyer on completion.

TW - TAX02 - TAX HOLDBACK - NEW OR NEARLY NEW CONSTRUCTION

The Buyer and Seller acknowledge that the property taxes have not been finally assessed prior to completion of the building(s) on the property. The Buyer and Seller agree that the Seller's solicitor shall hold back the amount of \$ _____ for the payment of property taxes for the period prior to completion of this transaction. The Buyer or the Buyer's solicitor shall forthwith after notification by the municipality notify the Seller's solicitor of the amount of finally assessed property taxes. The Seller's solicitor shall immediately after notification pay the hold back or the amount thereof necessary to be paid in payment of the taxes accruing or owing prior to date of completion. If there has been no notification to the Seller's solicitor as aforesaid within three years after the completion of this transaction, the Seller's solicitor may release the holdback to the Seller. The Seller's solicitor shall supply a personal undertaking on completion to the Buyer to evidence the foregoing.

TW-TAX-03 FARM PROPERTIES

The Buyer understands and acknowledges that the Buyer is taking title to the real property knowing that the Seller's tax rate is based on a calculation of a property class that will/may not apply to the Buyer on completion. The Buyer further acknowledges that the Buyer will have to make application to qualify for the Farmland Class tax rate defined under the Assessment Act of Ontario, Regulation 282, 1998, Ontario Fair Assessment System and if the property does not qualify for the Farmland Class tax rate, the Buyer's property tax rate may be substantially higher than the Seller's.

TENANCY

TW - TEN01 - ASSUME SINGLE TENANCY – WITH LEASE

The _____ [property, basement, or ____ floor apartment] is occupied by _____ pursuant to a lease expiring on the ____ day of _____, 20____. The Seller represents and warrants that the copy of the said lease attached hereto as Appendix ____ is a true and complete copy of the said lease. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at completion of this transaction.

TW - TEN02 - ASSUME MULTIPLE TENANTS – WITH LEASE

Buyer agrees to assume the existing tenancies, as set out in the attached Schedule “____”, which the Seller warrants are the only tenancies affecting the property. !

NOTE

Use multiple Schedules if required for complex multi-unit buildings, indicating all Schedules in this clause.

TITLE

TW - TITLE01 - ACKNOWLEDGMENT OF EASEMENT

The Buyer agrees to accept title to the property subject to an easement in favour of _____

TW

TW - TW01 - EMAIL DELIVERY OF DOCUMENTS AND NOTICES

EMAIL DELIVERY OF DOCUMENTS AND NOTICES: In addition to any other provisions for delivery of documents and notices set out in this Agreement of Purchase and Sale or any Schedule thereto, this offer, any counter-offer, notice of acceptance thereof or any notice given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when transmitted electronically to the email address provided below, in which, the signature(s) of the party (parties) shall be deemed to be original. Email Address agent@agent.com or delivery of documents to Seller. Email Address agent@agent.com for delivery of documents to Buyer.

TW - TW02 - COMBINED CONDITIONS

This Offer is conditional upon:

- 1) The Buyer arranging, at the Buyer's own expense, a new _____ Charge/Mortgage satisfactory to the Buyer, at the Buyer's sole and absolute discretion.
- 2) The inspection of the subject property by a qualified home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer at the Buyer's sole and absolute discretion. Further, The Seller(s) acknowledge(s) and consent(s) to a third party taking photographs/videos of the property as required for the purpose of an inspection with respect to the above.
- 3) The Buyer arranging insurance for the property satisfactory to the Buyer at the Buyer's sole and absolute discretion.

Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, that these conditions are fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. These conditions are 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.

UFFI

TW - UFFI01 - ACKNOWLEDGMENT OF PRESENCE OF UFFI

The Seller discloses and the Buyer acknowledges that the building contains urea formaldehyde foam insulation. The Buyer accepts the property in that state and further acknowledges that the Seller does not warrant the quality or quantity of the insulation or the quality of its installation.

TW - UFFI02 - NO KNOWLEDGE OF UFFI

The Seller has no knowledge as to whether the property has been insulated with urea formaldehyde foam insulation and specifically makes no warranty in that regard. This paragraph supersedes any other term or condition or warranty in relation to urea formaldehyde foam insulation.

NOTE

Use this clause when dealing with Power of Sale, estate etc where they now Seller may not have any knowledge of the presence of UFFI

TW - UFFI03 - CORRECTIVE MEASURES TAKEN

The Seller represents and warrants that the building was insulated with urea formaldehyde foam insulation but has undergone the following corrective actions: _____ . The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

TW - UFFI04 - UFFI REMOVED

The Seller represents and warrants that, although urea formaldehyde foam insulation (UFFI) was installed in the building, such UFFI was removed in _____, _____, by _____, and the Seller further warrants that, to the best of his knowledge, no UFFI has been installed in the building since such removal. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction. As evidence of the removal, the Seller attaches the following documents as Schedule “_____” which shall form part of this Agreement of Purchase and Sale.

TW - UFFI05 - UFFI NEGATIVE TEST PERFORMED

The Seller represents and warrants that the building was tested for the presence of urea formaldehyde foam insulation (UFFI) on the _____ day of _____, 20____, by _____, and the result of such testing indicated that no UFFI was present in the building, and on the basis of such results the Seller provides this warranty. This clause applies only to UFFI and does not, in any way, include the testing of urea formaldehyde emissions from sources other than UFFI. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction. As evidence of such testing, the Seller attaches the following documents as Schedule “_____” which shall form part of this Agreement of Purchase and Sale: _____.

TW - UFFI05 - UFFI TEST POSITIVE WITH ACCEPTABLE LIMITS

The Seller acknowledges that the building contains urea formaldehyde foam insulation (UFFI) and was tested for the presence of emissions from UFFI on the _____ day of _____, 20____, by _____, and the results of such testing indicated that emission from UFFI are within the acceptable limits and no further actions have been taken. As evidence of such testing, the Seller attaches the following documents as Schedule “_____” which shall form part of this Agreement of Purchase and Sale: _____.

VACANCY

TW - VAC01 - VACANT POSSESSION NOTICES

The Buyer hereby authorizes and directs the Seller, and the Seller agrees, when this Agreement becomes unconditional, to give to the tenant(s) the requisite notices under the Residential Tenancies Act, requiring vacant possession of the property for use by the Buyer or the Buyer’s immediate family. The seller agrees to deliver copies of the requisite notices to the Buyer immediately after service of the notices upon the tenant.

NOTE

Never use the word “guarantee” as it contradicts the current Landlord Tenancy Act.

TW-VAC-02 (BUYER FRIENDLY)

The buyer agrees that they or their immediate family intends to move into the property on closing. In this regard, the seller agrees to provide the applicable 60 days” notice to the tenant using Form N12 under the Residential Tenancies Act, on behalf of the buyer. The buyer agrees to provide whatever support information may be required to demonstrate that the buyer or their immediate family will in good faith be moving into the property on closing and intending to remain on the property for at least one year after closing and to indemnify the seller for any damages suffered by the seller if the buyer does not remain in the property for at least one year after closing. In the event that the tenant disputes the notice as given, then the parties agree to extend the closing of this transaction to a period not more than 30 days, in order to effect the eviction of the tenant. In the event that vacant possession cannot be obtained prior to closing, as extended, for any reason, then the buyer shall have the right, but not the obligation, to complete the transaction and accept the tenant, or cancel the agreement and have any deposit returned, without interest or deduction.

TW-VAC-03 (SELLER FRIENDLY)

The Buyer hereby authorizes and directs the Seller, and the Seller agrees, when this Agreement becomes unconditional, to give to the tenant(s) the requisite notices under the Residential Tenancies Act, requiring vacant possession of the property for use by the Buyer or the Buyer’s immediate family, effective as of _____, and the seller agrees to deliver copies of the requisite notices to the Buyer immediately after service of the notices upon the tenant. The Buyer and the Seller hereby agree in the event that the tenant fails to vacate the property prior to completion of the transaction, the Buyer agrees to assume the existing tenant upon completion of this transaction. Upon vacant

possession being provided to the Buyer, the Buyer or the Buyer's immediate family agrees to take possession of and occupy the property forthwith thereafter. The Buyer agrees to provide the Seller with a written indemnity on completion, indemnifying the Seller from all actions, causes of action, claims and demands of any kind whatsoever, that may occur in the event that the Buyer does not take possession of and occupy the property as aforesaid.

TW-VAC-04- N11 MUTUAL AGREEMENT TO END TENANCY

The Seller agrees to provide a signed form N11 from the Ontario landlord tenant board signed by both landlord and tenant stating they are vacating the premises on or prior to _____, 2022. The Seller agrees to provide the N11 to the buyer within 5 days after acceptance of this offer. The Seller agrees to provide vacant possession to the Buyer on closing.

In the event that vacant possession cannot be obtained prior to closing, for any reason, then the buyer shall have the right, but not the obligation, to complete the transaction and accept the tenant, or cancel the agreement and have any deposit returned, without interest or deduction

VBA

TW - VBA01 - CONDITION - VILLAGE BY THE ARBORETUM

The Buyer may terminate this Agreement through written notice delivered to the Seller not later than 5 business day from acceptance of this Agreement, if the Buyer is not satisfied with the review of the Sample Sublease to be ultimately entered with Reid's Heritage Homes Ltd. and the rules and regulations of the Village by the Arboretum. Upon receipt of the above notice this Agreement shall become null and void and the deposit shall be returned to the Buyer in full without interest or deduction. If no such notice is received within the above time limit, then this term of the contract shall be deemed waived by the Buyer and this Agreement shall remain valid and binding.

The Buyer(s) herein Acknowledges and Agree to the following:

- a) Upon this Agreement becoming firm and binding, the Buyer(s) agrees to contact Reid's Heritage Homes Ltd. Village by the Arboretum office expediently and without delay in order to arrange a meeting with the Administrator (Phone Number: 519-767-5001);
- b) The current monthly Village by the Arboretum fee for the herein property which includes: The Land Lease, Property Maintenance Fee, Property Capital Reserve, Recreation Centre Maintenance, and Recreation Centre Capital Reserve is \$_____
- c) At the Buyer's expense; they are responsible for a fee of Five Hundred Dollars (\$500,00) plus H.S.T payable to Reid's Heritage Homes to complete all necessary documentation which includes:
 - a. Consent the Sale sent to both solicitors:
 - b. Pre-Authorization Form to Buyer's solicitor.
 - c. Two copies of the Sub-Lease to Buyer's solicitor.

VENDOR TO PURCHASE

TW - VEND01 - CONDITION - VENDOR TO PURCHASE PROPERTY

This offer is conditional upon the Vendor successfully completing the purchase of a property satisfactory to them in their sole and absolute discretion. Unless the seller gives notice in writing deliver to the buyer, personally or in accordance with any other provisions for the delivery of the notice in this agreement of purchase of sale, or any schedule here to not later than _____ pm on the _____ day or _____ 20____, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the buyer in full with out deduction. This condition is included for the benefit of the seller and may be waived at the Seller's sole option by notice in writing to the buyer as aforesaid within the time period stated herein.

VERMICULITE

TW - VERM01 - CONDITION - TESTING OF PROPERTY FOR VERMICULITE

This Offer is conditional upon the Buyer testing the subject property for the presence of asbestos within the vermiculite insulation located upon property at the Buyer's own expense, and the obtaining of a report, respecting the said test satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, 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 inspection. 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.

TW - VERM02 - SELLER NO KNOWLEDGE OF VERMICULITE

The Seller has no knowledge as to whether the property has been insulated with insulation containing vermiculite and specifically makes no warranty in that regard. This paragraph supersedes any other term or condition or warranty in relation to vermiculite insulation. !

TW - VERM03 - VERMICULITE – ASBESTOS TEST PERFORMED WITH NEGATIVE RESULT

The Seller represents and warrants that the building was tested for the presence of asbestos within the vermiculite insulation located upon the property on the ____ day of _____, 20____, by _____, and the result of such testing indicated that no asbestos was present in the vermiculite insulation in the building, and on the basis of such results the Seller provides this warranty. This clause applies only to vermiculite insulation and does not, in any way, include the testing of the presence of asbestos from sources other than the vermiculite insulation. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction. As evidence of such testing, the Seller attaches the following documents as Schedule “____” which shall form part of this Agreement of Purchase and Sale: _____.

TW - VERM04 - VERMICULITE – CORRECTIVE ACTION TAKEN

The Seller represents and warrants that the building was insulated with vermiculite insulation but has undergone the following corrective actions: _____. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction. !

* Include as a Schedule if detailed information available and/or receipts and supportive documentation.

TW - VERM05 - VERMICULITE REMOVED WARRANTY

The Seller represents and warrants that, although vermiculite insulation was installed in the building, such vermiculite insulation was removed in _____, _____, by _____, and the Seller further warrants that, to the best of his knowledge, no vermiculite insulation has been installed in the building since such removal. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction. As evidence of the removal, the Seller attaches the following documents

TW - VERM06 - VERMICULITE WARRANTY

The Seller represents and warrants to the Buyer that during the time the Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing vermiculite, and to the best of the Seller's knowledge no building on the property contains or has ever contained insulation containing vermiculite. 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.

ZONING

TW - ZONE01 - CONDITION – RE-ZONING/MINOR VARIANCE

This Offer is conditional upon the [Buyer/Seller] obtaining at the [Buyer's/Seller's] expense, a [rezoning/minor variance], to allow for [specify exact variance/use] for said property. Both Buyer and Seller agree to proceed in a diligent manner to acquire the [re-zoning/minor variance].

Unless the [Buyer/Seller] gives notice in writing delivered to the [Seller/Buyer] personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than ____ p.m. on the ____ day of _____, 20____, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. !

* A waiver will be needed if the Buyer chooses to stay in the deal if this condition is not fulfilled. Notice of Fulfillment is only used if condition is fulfilled.

TW - ZONE02 - RE-ZONING/MINOR VARIANCE WITH SELLER'S CONSENT

This Offer is conditional upon the Buyer obtaining at the Buyer's expense, a re-zoning of the property to permit _____ for the said property. Both Buyer and Seller agree to proceed in a diligent manner to obtain the re-zoning. Unless the Buyer gives notice in writing delivered 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 not later than ____ p.m. on the ____ day of _____, 20____, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. 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 agrees, upon written notice, to execute applications and all other documents required for the Buyer to change the official plan, if necessary, and to re-zone the lands to a zoning suitable to the Buyer, or to amend any bylaws, and to support such application or applications for re-zoning or amending of bylaws, and to co-operate with the Buyer, in all reasonable respects, provided that the Buyer pay all costs of said re-zoning.

TW - ZONE03 - CONDITION – ZONING SATISFACTION (CONDITION SUBSEQUENT)

The Buyer shall have until not later than ____ p.m. on the ____ day of _____, 20____, to satisfy the Buyer that the property is zoned in final and binding form under the relevant zoning bylaws and official plan to permit it to develop or use the property for the purpose of _____. If the Buyer is not so satisfied at the Buyer's sole and arbitrary discretion, the Buyer may terminate this Agreement by notice in writing delivered 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 prior to the expiry of such period and the deposit shall be returned to the Buyer in full without deduction.

TW - ZONE03 - BUILDING/DRIVEWAY LOCATIONS

The Seller represents and warrants, to the best of their knowledge and belief, that:

(1) the buildings now located on the property are located wholly on the property and comply with all zoning and building bylaws; and (2) the driveways serving the property are located wholly within the limits of the property, and entrance relating to such driveways have been approved by the appropriate road authority. The Parties agree that these representations and warranties shall survive and not merge on completion of this transaction, but apply only to the state of the property existing at completion of this transaction.

ASSIGNMENT CLAUSE LIBRARY

CLARIFICATION OF TERMS

ASSIGNOR

An Assignor is a person, company or entity who transfers rights they hold to another entity. The Assignor transfers to the Assignee.

ASSIGNEE

An Assignee is the a person, company or entity to whom a right or liability is legally transferred to

BALANCE DUE

The Balance of the Assignment Fee (No.6 on Schedule B) to be paid to the Assignor on closing of the unit.

ASSIGNMENT APPROVAL

This Offer is conditional upon (the “Seller or developer”) consenting to and providing written confirmation to approve the assignment of the Agreement of Purchase and Sale attached hereto as Schedule “C” (the “Original Agreement”). Unless the Assignor gives notice in writing delivered to the Assignee personally or in accordance with the provisions for the delivery of notice in this Assignment Agreement or the Original Agreement not later than 14 business days after acceptance, that this condition has been fulfilled, this Assignment Agreement shall become null and void and the deposit (if any) shall be returned to the Assignee in full without deduction.

PAYMENT OF ASSIGNMENT FEE

The (Assignor/Assignee) shall assume all financial responsibility for any charge payable to the Seller in relation to obtaining approval of this Assignment Agreement prior to the Closing Date. (Within Schedule C / Original Agreement of Purchase and Sale between Assignor and the Seller)

ASSIGNOR TO PROVIDE DOCUMENTS

The Assignor agrees to provide to the Assignee the Original Agreement and copies of all related paperwork within two (2) business days of acceptance. The Assignor and Assignee agree and understand that these documents shall form Schedule “C” to this Assignment Agreement.

ASSIGNEE TO ASSUME OCCUPANCY & INTERIM FEE

Occupancy to the Property was provided on [INSERT DATE]. The Assignee shall assume Occupancy as provided for by the Seller under the Original Agreement and that the Assignee shall become responsible for the interim Occupancy Fee (as the term is defined in the Original Agreement) effective the date that conditions are waived under this Agreement. The Assignee acknowledges that the Occupancy Fee is [INSERT AMOUNT].

DEPOSITS DUE UNDER ORIGINAL AGREEMENT

The Assignor warrants that they are current with all payments and obligations to the Seller and agrees to assign and transfer by way of absolute assignment all of the Assignor’s rights, title and interest in the Original Agreement as indicated in Schedule “C” to the Assignee on the Closing Date.

ASSIGNMENT CLAUSE LIBRARY

HST AND REBATES

Assignee Friendly

The Assignor acknowledges and assumes all responsibility for any potential HST applicable and payable to the CRA (Canada Revenue Agency) from the profit of this Assignment Sale and deposit(s) paid by the Assignor to the Seller under the Original Agreement.

Assignor Friendly

If the sale of the property is subject to Goods and Services Tax (GST) or Harmonized Sale Tax (HST), then such tax shall be in addition to the Purchase Price. The Assignor will not collect GST or HST if the Assignee provides to the Assignor a warranty that the Assignee shall self-assess and remit the GST or HST payable and file the prescribed form and shall indemnify the Assignor in respect of any GST or HST payable.

HST is payable by the Assignor on the Assignment Fee (being INSERT AMOUNT) and by the Assignor on the deposit reimbursed to the Assignor (being INSERT AMOUNT).

OWNER OCCUPIED

The Assignor represents and warrants that the Assignor entered into the Agreement of Purchase and Sale with the Seller to purchase the Property with the intent to reside in the Property at completion of the transaction as the Assignor's primary residence.

The Assignor acknowledges and agrees not to file for, or claim the HST/GST New Housing Rebate for Residential [INSERT ADDRESS]. The Assignor understands that the Assignee or Immediate family member intends to occupy the premises, is eligible, and will apply for the HST/GST Rebate following the completion date of this transaction.

In the event that the Assignee decides not to occupy and instead use the unit as an investment property the Assignee agrees that it will be their sole responsibility to file for any applicable rebates available for new rental property. The Assignor will have no responsibility or liability for this portion of HST or the rebate process.

INVESTOR OCCUPIED

The Assignor agrees to provide the Assignee the Seller's agreement to the Right to Rent during Occupancy within two (2) business days of acceptance. The Assignor and Assignee agree and understand that these documents shall form Schedule (insert letter) to this Assignment Agreement.

TARION

The Assignor and the Assignee agree that the Assignee assumes responsibility for the TARION enrolment fee and all additional adjustments as listed by the seller under the Original Agreement.

UPGRADES

The Purchase Price of this Assignment Agreement includes all improvements and upgrades requested by the Assignor under the Original Agreement. A listing of such upgrades are included herein as Schedule "D". Because the upgrade charges remain outstanding, the parties agree that the outstanding upgrades shall be deducted from the Assignment Fee payable such that the Assignee shall pay the Assignor [INSERT AMOUNT] less on the Closing Date.

The Purchase price of this Assignment Agreement includes all improvements and upgrades requested by the Assignor under the Original Agreement. Should the Assignee choose additional upgrades, they will be at the Assignee's sole expense.

ASSIGNMENT CLAUSE LIBRARY

CLOSING DATE

The Assignor and the Assignee agree that the Closing Date for this Assignment Agreement transaction shall be the date which is 3 business days following the date on which [THE SELLER OR DEVELOPER] provides their written consent to approve the assignment agreement.

LAWYER REVIEW

This Offer is conditional upon the approval of the terms hereof by the (Assignor/Assignee's) Solicitor. Unless the Assignor/Assignee's give notice in writing delivered to the Assignor/Assignee personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. [INSERT DATE], that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Assignee's in full without deduction. This condition is included for the benefit of Assignee's and may be waived at the Assignee's sole option by notice in writing to the Assignor as aforesaid within the time period stated herein.

PROFESSIONAL ADVICE

The Assignor and the Assignee acknowledge that Buyer & Listing Salesperson(s) are not certified in CRA tax law and advises the Assignor and the Assignee's to seek expert advice as required.

DEPOSIT

The Assignee's agree, authorize, and directs TrilliumWest Real Estate Brokerage to release the deposit as listed on page 1, held in Trust, to the Assignor, following the removal of all conditions within this Assignment of Agreement of Purchase and Sale.

