

**ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES
AGREEMENT**

TO: _____ (THE “MORTGAGEE”)

AND TO: LAW FIRM

RE: [municipal address] (THE “PREMISES”)

WHEREAS:

A. _____ (the “Borrower”) has agreed to grant a mortgage as security in the principal sum of \$_____ collaterally secured by a general assignment of leases and rents in favour of the Mortgagee.

(collectively, the “Security”)

B. The Borrower has agreed to enter into this agreement for the purposes of giving certain covenants, representations, warranties, undertakings and agreements to and in favour of the Mortgagee;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Borrower hereby covenants, represents, warrants, undertakes and agrees to and in favour of the Mortgagee as follows:

1. There is no claim or charge against the Premises or the building(s) thereon under the provisions of the *Public Health Act* for the expense of anything done or directed to be done on the Premises or the buildings thereon by any person or authority under the *Public Health Act* by way of installing sanitary conveniences, or of abating any nuisance, or in respect of any other act or thing done or directed to be done under the provisions of the *Public Health Act*.

THIS IS A 2-PAGE FORM.