

OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE

[NAME OF BUYER] (the “Buyer”) hereby offers to buy from [NAME OF SELLER] (the “Seller”) the lands and building described in Schedule “A” attached (the “Property”), being a commercial development with tenants, for a purchase price of _____ DOLLARS (\$) [insert Purchase Price in both words and numbers] (“Purchase Price”) upon the following terms and conditions:

Irrevocable Date

- 1 Buyer agrees that this offer will be irrevocable until 5:00 p.m. on _____ [insert Irrevocable Date] after which time, if not accepted, this offer will be null and void.

Deposit

- 2 Within two (2) business days following acceptance of this Offer, Buyer will submit the sum of _____ Dollars (\$) [insert amount of deposit in both words and numbers], payable by uncertified cheque, to Seller's lawyer in trust as a deposit to be held by him or her in trust pending completion or other termination of this Agreement (“Deposit”). The Deposit and any interest thereon will be credited on account of the Purchase Price on completion. If this Agreement fails to close through no fault of Buyer, the full amount of the Deposit and any interest thereon will be immediately returned to Buyer without penalty or deduction.

Closing

- 3 This Agreement will be completed on _____ [insert Closing Date] by 4:30 pm (“Closing”). Once complete, Buyer will be given vacant possession of the Property subject only to the tenancies, encumbrances, encroachments, easements and rights of way expressly assumed by Buyer as set out in this Agreement.

Payment of Purchase Price

- 4 Buyer agrees to pay the balance of the Purchase Price in certified funds on Closing, subject to the usual adjustments.

Adjustments and Taxes

- 5 Adjustments shall be made as of the Closing date. Seller shall be responsible for all expenses and entitled to all revenues accrued from the Property for that period ending on the day before the Closing date. From and including the Closing date, Buyer shall be responsible for (except as otherwise provided in this Agreement) all expenses and shall be entitled to all revenues accruing from the Property.
- 6 The Adjustments shall include all operating costs, realty taxes, local improvement rates and charges, water and assessment rates, current rents, prepaid monthly parking charges, prepaid

rents including the last month's rental deposit for every unit and interest thereon (if any), security deposits and interest thereon (if any), current expense and utility deposits.

- 7 If the final cost or amount of an item which is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the parties hereto acting reasonably as of the Closing date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case when such cost or amount is determined, Seller or Buyer, as the case may be, shall, within one (1) month after determination, provide a complete statement thereof to the other and within one (1) month thereafter the parties hereto shall make a final adjustment as of the Closing date for the item in question. In the absence of agreement by the parties hereto, the final cost or amount of an item shall be determined by an accountant appointed jointly by Seller and Buyer with the cost of such accountant's determination being shared equally between the parties hereto.
- 8 Rental arrears, recoveries and credits for landlord's work or any other claims against a Tenant which have accrued prior to the Closing date shall remain the property of Seller. After the Closing Date, Seller shall have the right to recover from Tenants by way of an action, any debt for arrears of rentals which accrued to the Closing date and Buyer shall co-operate with Seller in connection therewith. However, Seller's rights to recover arrears of rentals shall not include the right to termination or distress. Seller shall provide Buyer with prior written notice before instituting legal proceedings to recover arrears of rental and Buyer agrees to cooperate with Seller in its attempt to recover such arrears without cost to Buyer, including permitting an action to be brought in its name, as owner of the Property.
- 9 The Purchase Price does not include goods and services tax ("GST") payable pursuant to the Excise Tax Act Canada (the "Act"), and the parties covenant and agree as follows:

THIS IS A 15-PAGE DOCUMENT.