

CONTRACT OF PURCHASE AND SALE

INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

- 1. CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
- 2. DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
- 3. COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

- 4. POSSESSION:** (Section 5) the Buyer should make arrangements through the REALTOR® for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
- 5. TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
- 6. CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents.
Costs of clearing title, including:
- investigating title,
- discharge fees charged by encumbrance holders,
- prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).

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Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.

- appraisal (if applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (e.g. empty home tax and speculation tax).

- 7. CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.
- 8. RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
- 9. FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
- 10. REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the Realtor's position known to the buyer or seller in writing. Section 5-9 of the Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
- 11. RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
- 12. AGENCY DISCLOSURE:** (Section 21) all Realtors with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Realtors on a Contract of Purchase and Sale Addendum.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Coldwell Banker Marquise Realty DATE: November 9th 2020

ADDRESS: 103 - 3088 Croydon Drive Surrey BC PC: V3Z0T1 PHONE: (604) 535-7653

PREPARED BY: Mr. Glen Hopkins PREC* MLS® NO: _____

SELLER: <u>Bugs Bunny</u> SELLER: _____ ADDRESS: <u>123 Banana Street</u> _____ <u>Surrey, BC</u> PC: <u>NON ONO</u> PHONE: _____	BUYER: <u>Daffy Duck</u> BUYER: _____ ADDRESS: <u>456 Apple Avenue</u> _____ <u>Surrey, BC</u> PC: <u>M7M 7M7</u> PHONE: _____ OCCUPATION: <u>Actor</u>
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PROPERTY:

123 Banana Street

UNIT NO. ADDRESS OF PROPERTY

Surrey NON ONO

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
One Million Two Hundred Thousand
 _____ DOLLARS \$ 1,200,000.00 (Purchase Price)
2. **DEPOSIT:** A deposit of \$ 60,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
Within one business day upon removal of all subjects by way of bank draft.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Coldwell Banker Marquise Realty and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

THE FOLLOWING SUBJECTS ARE FOR THE SOLE BENEFIT OF THE BUYERS; SUBJECT TO THE BUYERS OBTAINING AND APPROVING ON OR BEFORE November 19, 2020.

1. **FINANCING:** Subject to the Buyer arranging financing satisfactory to the Buyer.
2. **INSPECTION:** Subject to the Buyer, at the Buyer's expense, obtaining and approving an inspection report against any defects which reasonably may adversely affect the property's use or value. The Seller will allow access to the property for this purpose on reasonable notice.
3. **PROPERTY DISCLOSURE STATEMENT:** Subject to the Buyer approving the Property Disclosure Statement dated Oct 12, 2020 with respect to the information that reasonably may adversely affect the use or value of the property. If approved, such statement will be incorporated into and form part of this contract.
4. **TITLE SEARCH:** Subject to the Seller or the Sellers Representative providing the Buyer with a copy of the Title Search and all of the related documents therein contained, and the Buyer approving the Title Search. If this condition is waived or declared fulfilled, the Title Search results will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provisions in this contract, that upon completion the Buyer will receive title containing any non-financial charges set out in the copy of the Title Search results. The Buyer is aware that these charges may affect their use of property and has been advised to seek independent legal advice with respect to all charges prior to removing this subject.

Furthermore, the Buyer(s) acknowledges, understand and agree that it is the Buyer's responsibility to satisfy himself/herself with respect to the legal effect of the charges which are on the title and/or will remain on the title to the Property after the completion date. The Buyer(s) has been advised to seek independent legal advice with respect to any and all charges on the title, including and without limitation, the nature of each and every charge registered on the title.

5. **INSURANCE:** Subject to the Buyer obtaining approval for fire/property insurance, on terms and at rates, satisfactory to the Buyer.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

KEYS: Upon possession, the Seller(s) will give to the Buyer(s) two (2) full sets of all keys & fobs for the home, storage sheds, garage, and mailboxes.

ILLEGAL ACTIVITIES: 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.

FOOTAGE/LOT SIZE/AGE: The Buyer(s) have been advised that if further information or exact measurements, square footage and/or lot size is a concern, the property should be independently measured and the Buyer(s) should also make their own investigations as to the age of the buildings/structures. The Buyer(s) are advised to verify the above information and arrange for any independent measurements and/or investigations at the earliest possible opportunity and in any event prior to proceeding with removing all Subjects.

APPLIANCES AND SYSTEMS: The Buyer(s) understand and agree that, while the included items will be in substantially the same condition on the possession date as when viewed, they are not new and such are not guaranteed or warranted by the Seller(s). The Seller(s) understand and agree that all appliances and systems including but not limited to the stove, fridge, dishwasher, microwave, sink disposal, washer, dryer, fireplaces, furnace, hot water tank, A/C, and central vacuum, will be in proper working condition. The Seller(s) further agree to provide appliance manuals, instruction manuals and warranty information if available.

LATENT DEFECTS: The Seller warrants that there are no stains or damage to any of the flooring or walls under or behind furniture or area rugs that are not visible to the Buyer.

PROPERTY TRANSFER TAX: The Buyer is aware of the Municipal property tax adjustment, as well as the Property Transfer Tax equal to the total of:

- (i) 1% of the portion of the Purchase Price up to and including \$200,000;
- (ii) 2% of the portion of the Purchase Price that exceeds \$200,000 up to and including \$2 million;
- (iii) 3% of the portion of the Purchase Price that exceeds \$2 million; up to and including \$3 million; and
- (iv) 5% for the portion of the Purchase Price over \$3 million.

ACCESS TO THE PROPERTY: The Seller(s) agree to allow the Buyer(s) access to the property up to two times between the date of Subject Removal and the Completion Date. The Buyer(s) will provide a minimum of 48 hours" notice for each visit.

BANK APPRAISALS: The Sellers(s) agree to allow an appraiser for the Buyer(s) lender access to the property to perform an appraisal including after all subjects are removed.

ELECTRONIC SIGNATURES: The Buyer(s) and Seller(s) agree that where necessary, electronic signatures on the Contract of Purchase and Sale will be accepted and considered legally binding. If the financial institution for the Buyer(s) or Seller(s) should require at a later date original signatures, having a copy of the accepted Contract of Purchase and Sale signed by the Buyer(s) and the Seller(s) will not be considered to have re-opened the contract. The signatures will only be for the purposes of satisfying the Lender's written request.

CLEANING/GARBAGE/DEBRIS: The Seller(s) warrant to have the home professionally cleaned. This includes all carpets steam cleaned, all floors cleaned, all cabinets and drawers emptied and cleaned, all kitchen appliances cleaned, all bathrooms cleaned, garage cleaned and swept, and any and all garbage/debris disposed of leaving the property delivered in clean, move-in condition.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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4. **COMPLETION:** The sale will be completed on January 21, yr. 2021
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 8:00 a.m. on January 23, yr. 2021 (Possession Date) OR, subject to the following existing tenancies, if any:
Vacant possession
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of January 23rd, yr. 2021 (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
Washer, dryer, fridge, stove, microwave, dishwasher. All light fixtures. All drapes and window coverings. Central vacuum and related accessories. 2 sets of all keys, 2 garage door openers, and mailbox keys.
- BUT EXCLUDING:**
Dining room chandelier.
8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on November 7th yr. 2020.
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
11. **A. SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed, if requested by the Buyer's Conveyancer, and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

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- 11. B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR®(s)") described in Section 21, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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- c. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- d. for the purposes (and to the recipients) described in the British Columbia Real Estate Association’s Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller’s authorization and instruction set out in section 25(C) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled “*Disclosure of Representation in Trading Services*” and hereby confirms that the Seller has an agency relationship with **Porky Pig** (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to **RE/MAX Colonial** (Brokerage).

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INITIALS	

B. The Buyer acknowledges having received, read and understood RECBC form entitled “*Disclosure of Representation in Trading Services*” and hereby confirms that the Buyer has an agency relationship with **Glen Hopkins Personal Real Estate Corporation** (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to **Coldwell Banker Marquise Realty** (Brokerage).

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C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled “*Disclosure of Risks Associated with Dual Agency*” and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated _____.

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D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form “*Disclosure of Risks to Unrepresented Parties*” from the Seller’s agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form “*Disclosure of Risks to Unrepresented Parties*” from the Buyer’s agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- a. fulfill or waive the terms and conditions herein contained; and/or
b. exercise any option(s) herein contained.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until 5:00 o'clock P. m. on November 10, yr. 2020 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

Witness and Buyer signature lines for Daffy Duck, including 'X' marks, 'SEAL' icons, and 'PRINT NAME' labels.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the Immigration and Refugee Protection Act:

Yes [DD] INITIALS No [] INITIALS

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA [] INITIALS NON-RESIDENT OF CANADA [] INITIALS as defined under the Income Tax Act.

Witness and Seller signature lines for Bugs Bunny, including 'X' marks, 'SEAL' icons, and 'PRINT NAME' labels.

*PREC represents Personal Real Estate Corporation

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