



Brandon Real Estate Board
 Manitoba Real Estate Association
 Portage La Prairie Real Estate Board
 Thompson Real Estate Board
 Winnipeg Real Estate Board

**OFFER TO PURCHASE REAL ESTATE – COMMERCIAL
 (FOR USE IN THE PROVINCE OF MANITOBA)**

LISTING BROKER _____
 (name of Agency ["Broker"]) (name of Salesperson)

SELLING BROKER _____
 (name of Agency ["Co-Operating Broker"]) (name of Salesperson)

CONFIRMATION OF REPRESENTATION: In representing the parties in the negotiations for the purchase and sale of the Property:

The Selling Broker represents (check applicable statement)	The Listing Broker represents (check applicable statement)
_____ The Buyer and does not represent the Seller	_____ The Seller and does not represent the Buyer
_____ The Seller and does not represent the Buyer	_____ The Buyer and does not represent the Seller
_____ Both parties with the consent of each	_____ Both parties with the consent of each
_____ (Buyer's initials) _____ (Seller's initials)	_____ (Seller's initials) _____ (Buyer's initials)
_____ (Selling Salesperson's initials)	_____ (Listing Salesperson's initials)

BUYER (or its Nominee), _____ agrees to purchase from
 (Full legal names of all Buyers)

SELLER, _____ through the
 (Full legal names of all Sellers)

BROKER(s) the PROPERTY described herein on the following terms:

Address _____

fronting on the _____ side of _____ in the _____
 (city, town or municipality)

and having a frontage of _____ more or less by a depth of _____ more or less and legally described as _____

_____ (the "Property")
 (Legal description of land including easements not described elsewhere)

at and for the **PURCHASE PRICE** of: _____ Dollars Canadian

(CDN\$ _____) payable at _____, in Manitoba, as follows:
 (city, town or municipality)

- A. An initial deposit delivered with this Offer, payable by cash/cheque/certified cheque to the Broker (to be refunded immediately to the Buyer in the event that the Offer expressed herein is not accepted by the Seller) of: \$ _____.
- B. A further deposit payable three business days after satisfaction or waiver of all the Buyer's conditions of: \$ _____.
- C. (i) By assumption of existing mortgage(s) having a(n) (aggregate) balance

S Initial(s) _____

B Initial(s) _____

of principal and interest on the Possession Date ("Assumption of Mortgage(s) Schedule" must be attached) of:

\$ _____.

(ii) By net proceeds of a new mortgage to be arranged by the Buyer as follows: term _____ years; annual interest rate not to exceed _____ %; monthly payments excluding taxes not to exceed \$ _____, of:

\$ _____.

D. By the Buyer executing a Seller take back Mortgage in favour of the Seller as follows: term _____ years; annual interest rate not to exceed _____ %; monthly payments excluding taxes not to exceed \$ _____, of:

\$ _____.

E. The balance of the purchase price plus or minus adjustments (payable by solicitor's trust cheque or by certified cheque) to be paid to the Seller or his solicitor on or before the Possession Date.

\$ _____.

TOTAL PURCHASE PRICE

\$ _____

The deposit shall be held in trust by the Broker and shall be kept invested for the account of the Buyer pending completion or other termination of the agreement arising from the acceptance of this Offer. In the event the purchase is not completed by the Buyer by reason of the nonfulfillment of the conditions as herein contained or by reason of the default of the Seller, the deposit shall be returned to the Buyer without deduction together with all interest earned thereon. In the event that the purchase is not completed by reason of the default of the Buyer, the deposit and interest earned thereon shall be forfeited immediately to the Seller and he may exercise whatever other remedies are available to the Seller at law.

Upon acceptance of this Offer, the Buyer shall have _____ working days in which to arrange new first mortgage financing on terms and conditions satisfactory to Buyer in his sole and absolute discretion, and to confirm in writing that he is satisfied with said financing. If, however, the conditions set forth in the commitment letter by the mortgage company (eg) appraised value and environmental property assessment are unsatisfactory, or if the mortgage company for whatever reason decides to withdraw causing the commitment to become null and void, then the Buyer shall be able to withdraw from this transaction upon written notice to the Seller of the mortgage company's withdrawal, which shall make this transaction null and void and all monies paid hereunder shall be returned to the Buyer without any deduction whatsoever.

Other Financing Clauses:

SCHEDULE(S) _____ attached hereto form(s) part of this Offer.

- 1. APPORTIONMENT:** If Seller and Buyer at the time of execution of this Offer have not agreed upon an apportionment of purchase price, the Agreement arising out of the acceptance of this Offer shall be conditional upon the Seller and Buyer agreeing to such allocation on or before the Due Diligence Date.
- 2. INCLUSIONS:** The Purchase Price shall include without limitation, if appropriate:
All buildings, structures, erections, improvements, appurtenances and fixtures situate in or upon the Property and all systems, machinery and equipment used or intended to be used in connection with the operation and maintenance thereof, including but not limited to, all electrical fixtures, panels and switch boxes, heating fixtures and equipment, air conditioning units and equipment (owned by the Seller), plumbing and bathroom fixtures as installed, screens, storm windows and doors, window blinds, partitions, power wiring and installations, pumps and compressors, washers, dryers, dishwashers, refrigerators, stoves and other household appliances if appropriate, all of which are now situate on the Property and are to be free and clear of all liens, mortgages, encumbrances and security interests (excepting however all tenants' fixtures now upon the Property and belonging to tenants at present occupying the building under lease to the Seller), except: (list mortgages, Personal Property Security Act Registrations, etc.)

S Initial(s) _____

B Initial(s) _____

2A. OTHER CHATTELS AND/OR FIXTURES INCLUDED: _____

2B. CHATTELS AND/OR FIXTURES EXCLUDED: _____

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

4. OFFER IS IRREVOCABLE: This Offer shall be irrevocable by _____ (Seller/Buyer) until _____ a.m./p.m. on the _____ day of _____, _____ (month) _____ (year) after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full with interest accrued to date of return, if any.

5. POSSESSION DATE: This Offer shall be completed by no later than 6:00 p.m. on the _____ day of _____, _____ (month) _____ (year) ("Possession Date"). On Possession Date, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Offer.

6. NOTICES: Seller hereby appoints the Broker as his Agent for the purpose of giving and receiving notices pursuant to this Offer. **Only if a co-operating broker ("Co-operating Buyer Broker") represents the interests of the Buyer in this transaction**, the Buyer hereby appoints the Co-operating Buyer Broker as his Agent for the purpose of giving and receiving notices pursuant to this Offer. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided in the acknowledgement below, when transmitted electronically to that facsimile number or when an e-mail address is provided in the Acknowledgement below, when transmitted electronically with signature to that e-mail address.

7. GST: **If this transaction is subject to Goods and Services Tax ("GST"), then such tax shall be payable by the Buyer in addition to the Purchase Price.** The Seller will not collect GST if the Buyer provides to the Seller a statutory declaration whereby the Buyer represents and warrants that he is registered under the Excise Tax Act (Canada) ["ETA"], and will be so registered on Possession Date, together with the Buyer's ETA registration number, a representation and warranty that the Buyer shall self-assess and remit the GST payable and file the prescribed form and shall indemnify the Seller in respect of any GST payable. The foregoing representations and warranties shall not merge on Possession Date but shall survive the completion of the transaction. If this transaction is not subject to GST, Seller agrees to certify on or before Possession Date, that the transaction is not subject to GST.

8. DUE DILIGENCE SEARCHES: Buyer shall be allowed until 6:00 p.m. on the _____ day of _____, _____ (Month) _____ (year), ("Due Diligence Date") to examine the title to the Property at his own expense and conduct such due diligence inquiries thought appropriate by the Buyer, at his own expense to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use (_____) may be lawfully continued and that the principal building on the Property may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the Property, and Seller agrees to execute and deliver such further authorizations and consents in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as may be specifically provided for in this Offer.

10A. TITLE: Seller represents and warrants that the title to the Property stands registered in the name of the Seller free and clear of all mortgages, liens, and encumbrances endorsed upon title except as otherwise specifically provided in

this Offer and save and except for (a) any registered restrictions or covenants that run with the Property providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of domestic utilities or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property ("Permitted Encumbrances"). If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy and which Buyer will not waive, this Offer, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned to the Buyer together with the accrued interest thereon until date of return, if any, without deduction and Seller, Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.

10B. By acceptance of this Offer, the Seller covenants, represents and warrants with the Buyer, and confirms that the Buyer is relying upon the accuracy of each of such covenant, representation and warranty in connection with the purchase of the Property:

(i) That there are not now and will not at the Possession Date be:

- (a) any agreement or option for the purchase of the Property other than the agreement resulting from the acceptance of this Offer;
- (b) any right-of-way or other easement howsoever created upon, over or in respect of the Property;
- (c) any subsisting lease or agreement for a lease affecting the Property, except those leases, particulars of which are set forth in the Schedule of Leases annexed and marked as Schedule _____ hereto;

(ii) That at the Possession Date all accounts for work, labour and materials with respect to the Property shall have been fully paid and the time for filing liens pursuant to *The Builders' Lien Act* (Manitoba) shall have expired without any liens having been filed.

(iii) The Seller warrants that he has no notice of or knowledge of any restrictions or covenants other than those registered against his title in any way adverse to his interest therein.

(iv) There are no service or maintenance contracts or any other contracts relating to the Property to which the Seller is a party other than those which will be terminated by the Seller on or before the Possession Date.

(v) That the Seller has not received any complaint, order or direction from any competent authority concerning the use of or condition of the Property under any applicable statute, law, by-law, regulation or ordinance affecting the use and occupation of or condition of same, other than any complaint, order or direction complied with by the Seller.

(vi) That on the Possession Date the Seller shall have no engagements, undertakings, agreements and commitments to which it is then a party with respect to the Property other than the Permitted Encumbrances.

(vii) To the Seller's knowledge the Seller has operated his business on the Property and received, handled, used, stored, treated, shipped and disposed of all environmental contaminants (including the propane which the Seller stores and uses on the Property) in compliance with all applicable environmental, health or safety laws, regulations, orders or approvals and no hazardous or toxic materials, substance, pollutants, contaminants or wastes are or have been released into the environment, or deposited, discharged, placed or disposed of at or near the Property in the conduct of the business of the Seller and, to the knowledge of the Seller, no part of the Property is being used by any person, firm or corporation; or has been used by any person, firm or corporation as a land fill or waste disposal site.

(viii) To the Seller's knowledge, all applicable environmental, health or safety laws, regulations, orders or approvals have been and continue to be complied with by the Seller, and no hazardous or toxic materials, substances, pollutants, contaminants or waste are being released into the environment, or deposited, discharged, placed or disposed of, from, at or near the Property by the Seller and none of the Property is being used as a land fill or waste disposal site; no above ground tanks are located above the Property and to the knowledge of the current

site manager of the Seller, without having made particular enquiries, no underground tanks are located under the Property, nor have been located under the Property and subsequently removed or filled.

- (ix) To the Seller's knowledge, no hazardous materials, wastes, pollutants or similar substances, as those terms are defined by current applicable laws and regulations, and no other materials have been or are used, stored, treated or otherwise disposed of, from, at or near the Property by the Seller, in violation of current applicable laws and regulations.
- (x) To the Seller's knowledge the Building is not now and never has been insulated with friable asbestos insulation which is not encapsulated, nor has it contained aluminum wiring, polychlorinated biphenyl (PCB), hydrofluorocarbons, radon gas or urea formaldehyde foam insulation.
- (xi) The Seller has the Property insured for its full insurable value on a replacement cost basis and such insurance is in full force and effect and will remain so until Possession Date expensed to the Seller.
- (xii) The Seller, if a corporation, is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and is duly qualified in the Province of Manitoba to own the Property and conduct its business thereon and the Seller has good right, full corporate power and absolute authority to enter into this Offer and to sell, and assign and transfer the Property to the Buyer in the manner contemplated herein and to perform all of the Seller's obligations under this Offer. The Seller shall take, prior to the Possession Date, all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of, this Offer and the sale and purchase of the Property by the Seller to the Buyer. The Agreement resulting from the acceptance of this Offer is a legal, valid and binding obligation of the Seller, and enforceable against it, in accordance with its terms.
- (xiii) The Seller has no knowledge of any expropriation proceedings or any action, proceeding or investigation pending or threatened (or any basis therefor) which either affect or may affect the title of the Seller to the Property or the validity and enforceability of this Offer, or the ability of the Seller to carry out the terms of this Offer .
- (xiv) On the Possession Date, all buildings, structures and improvements comprising the Property shall be wholly situate within the boundaries of the Property, the boundaries of the Property shall not conflict with those of adjoining properties and there shall be no encroachments of any improvements on, to or from the adjoining properties and the locations of the buildings, structures and improvements comprising the Property will comply and conform with all municipal government laws and regulations and other applicable restrictions, and the building and other fixtures on the Property will not encroach upon any easement or utility right of way on the Property.
- (xv) As of the Possession Date, all municipal taxes, rates, levies and assessments with respect to the Property and improvements thereon will have been paid in full by the Seller and there will be no local improvement levies or charges or on site or off site levies or charges in respect of the Property.

10C All of the representations and warranties contained in Section 10B shall survive the completion of the agreement resulting from the acceptance of this Offer and notwithstanding its completion, shall continue and remain in full force and effect for the benefit of the Buyer and shall not be merged or suspended by any document, transfer or conveyance delivered by the Seller hereunder or by the issuance of title to the Property in the name of the Buyer for a period of five years after the Possession Date, after which no claims may be brought by the Buyer with respect thereto.

10D The Seller acknowledges that any agreement resulting from acceptance of this Offer is conditional upon the representations and warranties contained in paragraph 10B being true and correct on the Possession Date and that the truth or correctness of each of them are conditions inserted herein exclusively for the benefit of the Buyer, as a condition precedent to the Buyer's obligation to complete the purchase, and any one or more of them may therefore be waived by the Buyer, at any time and agreement resulting from the acceptance of this Offer shall be amended to delete them ipso facto accordingly. If any of such conditions shall not be fulfilled on or before the Possession Date and any of them not so fulfilled shall not have been waived by the Buyer or if any representation or warranty in Section 10B is materially untrue, then unless the parties hereto agree in writing at or before the Possession Date, the agreement resulting from acceptance of this Offer shall be at an end and the Seller and the Buyer shall each be released from all obligations to the other under or pursuant to this Offer and resulting agreement, and the deposits

and all monies paid by the Buyer hereunder and all interest earned thereon as herein provided shall be paid to the Buyer forthwith without deduction.

10E In the event that any of the conditions contained in this Offer or any schedule attached hereto shall not be fulfilled on or before the Possession Date, or such earlier period as may be provided for hereunder, then any party for whose benefit the condition has been included shall have the right to:

- (i) terminate the agreement resulting from the acceptance of this Offer and the Seller and the Buyer shall each be released from all obligations to the other under or pursuant to this Offer and the resulting agreement: or
- (ii) waive compliance with the condition in whole or in part without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part.

If the agreement resulting from acceptance of this offer is terminated hereunder, the deposits paid by the Buyer hereunder, and all interest earned thereon as herein provided, shall be paid to the Buyer forthwith without deduction.

11. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title documents, or other evidence of title to the Property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any Surveyor's Building Location Certificate for the Property within Seller's control to Buyer as soon as possible and prior to the Due Diligence Date. If a discharge of any mortgage held by a corporation incorporated under the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on Possession Date, is not available in registrable form on Possession Date, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after Possession Date, provided that on or before Possession Date Seller shall provide to Buyer a mortgage statement prepared by the Mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on Possession Date.

12. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

13. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until Possession Date at the risk and responsibility of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Offer and have all monies paid returned together with interest accrued thereon until date of return (if any) or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on Possession Date. If Seller is taking back a mortgage, or Buyer is assuming a mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on Possession Date.

14. **THE CITY OF WINNIPEG ACT OR THE PLANNING ACT OF MANITOBA:** This Offer shall be effective to create an interest in the Property only if the Seller complies with the subdivision control provisions of The City of Winnipeg Act or The Planning Act of Manitoba whichever applies, by Possession Date and Seller covenants to proceed diligently at his expense to obtain any necessary consent by Possession Date.

15. **DOCUMENT PREPARATION:** The Transfer shall be prepared in registrable form at the expense of Seller, and the cost of registration of such transfer and any land transfer tax shall be borne by the Buyer. The mortgage to be given back (if any) by the Buyer to the Seller shall be prepared at the expense of the Buyer and registered at the expense of the Seller.

16. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act (Canada) by reason of this sale. Buyer shall not claim such credit if Seller delivers on Possession Date (or within such period of time as may be prescribed by regulation or interpretation bulletin) the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

17. **ADJUSTMENTS:** Any rents, security deposits or prepaid rental deposits, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the Possession Date, the day of possession itself to be apportioned to Buyer.

18. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

19. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for possession. Money may be tendered by solicitors' trust cheque or bank draft or certified cheque by a Canadian Financial Institution. The solicitors' for the parties shall be entitled to impose reasonable trust

conditions each upon the other, consistent always with the provisions hereof, in order to protect the interests of their respective clients.

- 20. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the Broker and/or Co-operating Broker is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 21. **CONSUMER REPORTS:** The Buyer is hereby notified and consents that a consumer report containing credit and/or personal information may be obtained and referred to in connection with this transaction.
- 22. **CONFIRMATION OF REPRESENTATION:** It is understood that the Brokers involved in the transaction represent the parties as set out in the Confirmation of Representation above.
- 23. **NOMINEE:** The Buyer shall have the right to nominate in writing any person, firm or corporation, including a limited company to be hereinafter incorporated, to take title to the Property in its place and stead; and in such event each and every of the Buyer's covenants representations and warranties herein contained shall be assumed and discharged by such nominee. Provided further the Buyer shall not be released from the obligation of the Buyer under the Offer until Possession Date of this Offer.
- 24. **OFFER IN WRITING:** If there is any conflict or discrepancy between any provision added to this Offer (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Offer including any Schedule attached hereto, shall constitute the entire Offer between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Offer other than as expressed herein. This Offer shall be read with all changes of gender or number required by the context.
- 25. **FACSIMILE ACCEPTANCE:** The parties agree that this Offer and the acceptance hereof, together with any notices to be given pursuant to the Offer may be made by facsimile transmission or any other means of electronic transmission.
- 26. **HEADINGS:** The titles, captions or heading of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Offer.
- 27. **COUNTERPARTS:** This Offer may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
- 28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at _____ this _____ day of _____, _____
(month) (year)

SIGNED in the presence of:

(Witness)

(Date)

(Witness)

(Date)

(Witness)

(Date)

IN WITNESS whereof I have hereunto set my hand:

(Buyer if individual)

(Date)

(Buyer if individual)

(Date)

(Buyer if corporation – signing officer - I have the authority to bind the corporation)

(please print/type name and title)

(Date)

29. **ACCEPTANCE:** I/We hereby accept the above and agree to and with _____ (Buyer)

to duly complete the sale on the terms and conditions mentioned herein and to observe and perform the covenants and undertakings herein set out.

By the Seller's signature below, the Seller acknowledges (and agrees) to pay the Broker an agreed commission of _____ (state in terms of percentage of total purchase price or dollars) plus the current rate of GST and do direct and authorize him to retain and apply the deposits or so much thereof as is required to pay the said commission as and when such deposit becomes properly payable to me. I hereby irrevocably direct and authorize my solicitors to promptly pay any unpaid commission out of the sale proceeds. The Seller hereby charges and grants a security interest in the property to the Broker as security for payment of all present and future liability hereunder. Broker is entitled to register notice of this charge and security interest.

Date at _____ this _____ day of _____ (Month), _____ (Year)

SIGNED, in the presence of:

(Witness)

(Date)

(Witness)

(Date)

(Witness)

(Date)

IN WITNESS whereof I have hereunto set my hand:

(Seller if individual)

(Date)

(Seller if individual)

(Date)

(Seller if corporation – signing officer – I have authority to bind the corporation)

(Print/type name and title)

(Date)

PRIVACY:

Use and Disclosure of Sale Information

The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the Broker and/or the board(s) / association(s) (if the property was listed on an MLS® system) for reporting, appraisal and statistical purposes.

Seller's Authorization

Purchaser's Authorization

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Offer to Purchase and I authorize the Agent to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Offer to Purchase and I authorize the Agent to forward a copy to my lawyer.

(Seller)

(Buyer)

(Date)

(Date)

(Seller)

(Buyer)

(Date)

(Date)

Address for Service: _____

Address for Service: _____

Tel. No. (_____) _____

Tel. No. (_____) _____

Fax No. (_____) _____

Fax No. (_____) _____

e-mail _____

e-mail _____

Seller's Lawyer _____

Buyer's Lawyer _____

Address _____

Address _____

Tel. No. (_____) _____

Tel. No. (_____) _____

Fax No. (_____) _____

Fax No. (_____) _____

e-mail _____

e-mail _____