

Form 107

for use in the Province of Ontario

Attached to and forming part of Agreement of Purchase and Sale (Agreement) between (Buyer)

and (Seller), for the property known as:

..... dated the day of, 20..... (Description of Property)

The Seller accepts the attached Agreement and all its terms and conditions subject to the following amendments, exceptions and/or additions:

This Counter Offer shall be irrevocable by the Seller until the day of, 20..... after which time, if not accepted by the Buyer and a copy delivered to the Seller or the Seller's agent, this counter offer shall be null and void and all deposit monies shall be returned to the Buyer, without interest.

If this Counter Offer is accepted by the Buyer, I, the Undersigned Seller, hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Seller) (Seal) (Date)

..... (Witness) (Seller) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal) (Date)

APPROVED FAX No. (For delivery of notices to Seller)

APPROVED FAX No. (For delivery of notices to Buyer)

The above Counter Offer of the Seller to my Agreement dated is hereby accepted

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Buyer) (Seal) (Date)

..... (Witness) (Buyer) (Seal) (Date)

SELLER SIGNING THIS FORM SHOULD NOT SIGN THE ORIGINAL OFFER.



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