

**VENDOR'S UNDERTAKING, BILL OF SALE, DIRECTION  
GST CERTIFICATION AND WARRANTY**

**TO:** Bobby Smith and Jane Smith

**AND TO:** \_\_\_\_\_  
solicitor for the Purchaser

**RE:** Tracy Thomas (the "**Vendor**") sale to Bobby Smith and Jane Smith (collectively referred to as the "**Purchaser**") of Unit 37, Level 4, Unit 79, Level B and Unit 161, Level B, Toronto Standard Condominium Plan No. 1689, municipally known as 455 Rosewell Avenue, Suite 410, City of Toronto (the "**Real Property**")  
Closing Date: \_\_\_\_\_  
File Number: \_\_\_\_\_

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**UNDERTAKING**

IN CONSIDERATION of and notwithstanding the closing of the above-noted transaction, I, Tracy Thomas hereby undertake:

1. to pay all arrears of realty taxes, common expenses, hydro-electricity, water and gas charges (if applicable) owing on the above-noted Real Property up to the date of closing;
2. to re-adjust any items on or omitted from the Statement of Adjustments, including realty taxes, forthwith upon written demand, if necessary; and
3. to deliver vacant possession of the Real Property on closing in accordance with the terms of the agreement of purchase and sale.

**WARRANTY**

I hereby warrant that during the time that I have owned the Real Property, I have not caused the Real Property to be insulated with insulation containing ureaformaldehyde, and to the best of my knowledge, no portion the Real Property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction.

**BILL OF SALE**

I hereby sell, transfer and convey to the Purchaser the chattels and fixtures included in the purchase price as specified in the agreement of purchase and sale (the "**Chattels and Fixtures**"). I covenant that I am the lawful owner of said Chattels and Fixtures, that there are no liens, encumbrances, charges, security interests or claims of any kind affecting the said Chattels and Fixtures, and that I have the right to transfer and convey the same.

**DIRECTION**

You are hereby authorized and directed to make the balance due on the closing of the above transaction payable to my solicitors, \_\_\_\_\_, **in trust**, or as they may otherwise direct, and for so doing, this shall be your good, sufficient and irrevocable authority.

**GST CERTIFICATION**

I hereby certify that the sale of the Real Property herein is a "used residential complex" and the sale of the Real Property is an exempt supply from goods and services tax pursuant to one of sections 2 through 5, 8 and 9 of Part 1 of Schedule V to the Excise Tax Act of Canada, and that no goods and services tax is payable in respect of the sale of the Real Property.

DATED at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**Tracy Thomas**