

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, _____, and

SELLER, _____

For the Purchase and Sale of: 68 Marion Street, Toronto, Ontario, M6R 1E7

Notwithstanding anything in the preceding pages to the contrary, the following terms and conditions shall apply to the Agreement of Purchase and Sale.

LEGAL DESCRIPTION: PT BLK A PL D1301 TORONTO AS IN CA570274; S/T & T/W CA570274; CITY OF TORONTO

Fronting on: the NORTH SIDE of Marion Street

Business or banking day is defined as a day other than a Saturday, Sunday or statutory holiday.

INCLUSIONS:

Main | Frigidaire Electric Stove, Danby Microwave, Maytag Dishwasher & Insignia Fridge
Upper | Kitchen-Aid Stainless Steel Electric Stove, Ikea Dishwasher, Kitchen-Aid Microwave Hood Vent
| and Diplomat fridge
Lower | Wood's Refrigerator, Panasonic Microwave, NuTone Range Hood (vented) and Eaton Viking
| Stove
Other | Maytag washer & dryer (shared laundry room in lower level), gas boiler and equipment;
ductless A/C units and equipment; light fixtures and window coverings. Tenant items excluded.

EXCLUDED: All Tenant's items.

RENTAL: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: 1 hot water tank (rental) @ \$25.55 / month + HST.

The parties to this agreement hereby acknowledge and agree that the deposit holder, Babiak Team Real Estate Brokerage Ltd., shall place the deposit into its non-interest-bearing real estate trust account, and no interest shall be earned, received, or paid on deposit.

It is understood and agreed that the seller provides no warranties or representations with respect to the condition of the property or any chattels or fixtures included.

Buyers' Initials _____

Seller's Initials _____

VACANT HOME TAX | The Sellers warrant that (a) the property has not been vacant for six months or more during the 2023 calendar year; (b) the property does not constitute a 'Vacant Unit', nor does it constitute a 'Deemed Vacant Unit', as defined under City of Toronto By-Law 97-2022 (Toronto Vacant Home Tax Bylaw); and (c) they have submitted, in full, their declaration of occupancy status with respect to the subject property, as it pertains to the Vacant Home Tax, to the City of Toronto, on or before the February 29, 2024, deadline. If the property should become subject to the Vacant Home Tax as per City of Toronto By-Law 97-2022, or any other penalties therein, then the Sellers hereby agree to pay the Vacant Home Tax, in full, prior to the closing date, and further agree to assume full liability for payment of the Vacant Home Tax and agree to indemnify and save harmless the Buyer from any and all liability pertaining to said Vacant Home Tax that may arise after closing of this transaction.

Buyer agrees to assume the existing month to month tenancies as follows: main floor unit @ \$2,510 / month (utilities and 1 parking spot in garage included); upper unit (2nd and 3rd floors) @ \$3,700 / month + hydro (gas, water and 1 parking spot in garage included) and lower unit @ 1,280 / month (utilities included). Should any tenant vacate a unit on or prior to the closing date of this transaction, Buyer accepts the vacant possession of the unit and the Buyer agrees not to hold the Seller financially responsible for any issues arising under this lease after the signing of this Agreement of Purchase and Sale. In the event that the Tenant vacates prior to the closing date of this transaction, last month's rent will not be credited to the Buyer on closing.

It is understood and agreed there may be up to two (2) access visits no more than 1 hour in length with a minimum 24 hours notice, at mutually agreed upon times, and will exclude the period 3 business days prior to closing. Any access visit will be contingent on obtaining tenants' approval. This will be in addition to any mortgage related inspection by an appraiser.

The Buyer acknowledges there is no up-to-date survey for the property and also acknowledges that the lot dimensions provided by the listing brokerage were obtained from MPAC (Municipal Property Assessment Corporation).

The Buyer accepts and acknowledges that the following was included in the inspection report: "Kitec (brand name) was identified which has history of leaking presently no signs of leaking or corroded connections, overall risk of leaking is low though might require replacement for insurance, further evaluation"; "Plumb Better (brand name- associated with Kitec) was identified which has history of leaking, presently no signs of leaking or corroded connections, overall risk of leaking is low though might require replacement for insurance, further evaluation"; "rear wall and along northeast wall, see steps below drywall mouldy - remove bottom portion and monitor long term moisture may result in visible or concealed mould growth. ..exterior foundation shows signs of previous damp-proofing, might require additional damp-proofing."

The Seller informs the Purchaser that they have encountered no problems with the Kitec plumbing system.

Buyers' Initials _____

Seller's Initials _____

THE BUYER ACKNOWLEDGES that the Feature Sheets, marketing materials and any pre-inspection reports provided by the Listing Broker with respect to this property were ordered and obtained for their respective purposes. The Listing Broker makes no representations or warranties regarding these materials and/or their content. Any reliance on the materials is at the Buyer's sole risk. The Buyer agrees to hold harmless the Seller, the Listing Broker and its Sales Representatives for any errors, omissions and any representations, express or implied, contained in the materials.

NOTICES: When not in multiple representation notices pursuant to this Agreement can be received by the SELLER electronically at babiakoffice@gmail.com

Buyers' Initials _____

Seller's Initials _____