

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: 19 Dacre Crescent, Toronto, ON M6S 2W2

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: PCL 2-2 SEC M611; LT 3 DACRE CRES PL M611 TORONTO; PT LT 2 DACRE CRES PL M611 TORONTO COMM AT A POINT IN THE ELY LIMIT OF DACRE CRES BEING THE NW ANGLE OF THE SAID LT 3; THENCE ELY ALONG THE NLY LIMIT OF THE SAID LT 3, 160 FT 8 ½ INCHES MORE OR LESS TO THE NE ANGLE OF THE SAID LT 3; THENCE SLY ALONG THE ELY LIMITS OF LOTS 3 AND 2, 38 FT 7 1/2 INCHES MORE OR LESS TO A POINT IN THE ELY LIMIT OF LT 2 DISTANT 13 FT 9 1/2 INCHES MEASURED SLY THEREALONG FROM THE NE ANGLE OF LT 2; THENCE WLY 141 FT 1/2 INCH MORE OR LESS TO THE SW ANGLE OF THE SAID LT 3; THENCE NLY ALONG THE WLY LIMIT OF LT 3, 40 FT MORE OR LESS TO THE POB; TORONTO , CITY OF TORONTO

Fronting on: the East side of Dacre Crescent.

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

INCLUDED: Viking Commercial gas cooktop and oven, Faber exhaust hood, Bosch dishwasher, Viking Commercial microwave, GE stainless steel fridge, GE wine fridge in family room, flat panel television in main floor family room, built-in cherry wood media unit in main floor family room, built-in wall unit in lower level family room, built-in shelving in bedroom closets, second floor stacked washer, electrical light fixtures, window coverings including plantation shutters, ceiling fans, central vacuum and accessories, automatic garage door opener, gas furnace and equipment, central air conditioning system, gas hot water tank.

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.

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.

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.

It is understood and agreed there may be up to two (2) access visits no more than 1 hour in length at mutually agreed upon times and will exclude the period 3 business days prior to closing. This will be in addition to any mortgage related inspection by an appraiser.

The Purchaser acknowledges that the floor tile in the storage room off the garage may contain traces of asbestos.

Seller agrees to leave premises in a clean and broom swept condition, and agrees to remove any and all furniture, clothing, personal items and debris from the subject property.

THE BUYER ACKNOWLEDGES the boundaries of the property and any encroachments and rights of way as shown on Survey attached hereto as Schedule C and accepts the title and property accordingly.

It is understood and agreed the BUYER shall upon acceptance of this Agreement of Purchase and Sale (a) Deliver a certified cheque or bank draft to Babiak Team Real Estate Brokerage Ltd. on account of the deposit or (b) Deliver an uncertified cheque and then exchange it for a certified cheque or bank draft by 7:00 p.m. on the first business day following the date of acceptance, failing which the Seller reserves the right in his sole discretion to declare this Agreement of Purchase and Sale null and void by giving notice by email, fax or hand delivery to the Buyer or his agent.

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 _____