

fitSCHEDULE "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: 1372 Islington Avenue, Toronto, ON M9A3K6

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 LT 6, PL 2186 , AS IN TB465782, EXCEPT EB211146 ; ETOBICOKE , CITY OF TORONTO

Fronting on the West side of Islington Avenue.

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

INCLUDED: Appliances: Ikea side by side fridge, Samsung stove, Ikea integrated dishwasher and Ikea microwave w/ range hood. All existing light fixtures and window coverings.

The parties to this agreement hereby acknowledge and agree that the deposit holder, Babiak Team Real Estate., 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 the property is not subject to the Toronto Vacant Home Tax and agrees to provide to the Buyer, a copy of the duly executed Declaration of occupancy status with respect to the subject property filed with the City of Toronto.

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 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.

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. Seller will not cap or patch any exposed electrical outlets / wall or ceiling holes caused by the removal of lighting fixtures, art, mirrors, brackets for wall mounted television screens or any other items removed by the seller.

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

The Buyer acknowledges that, except as expressly set forth in this Agreement, there are no agreements, representations, promises, warranties, guarantees or conditions of any kind whatsoever, statutory or otherwise, express or implied, with respect to the Property, including without limiting the generality of the foregoing, any representations, warranties or conditions, either express or implied, as to title, value, state of repair, environmental condition, zoning, permits, governmental compliance, threatened claims or litigation, or in respect of any other matter or thing whatsoever and Seller specifically negates and disclaims same. The Buyer further acknowledges that it is executing this Agreement on the basis that Buyer has relied and will continue to rely entirely and solely on its own inspections and investigations of the Property. In accordance with and subject to the foregoing and for greater certainty: (i) the Buyer agrees that the Property being purchased by it hereunder is being sold on an "as is" basis, at its entire risk and peril and will acknowledge the foregoing on Closing; and (ii) the Buyer acknowledges that the Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained in the materials delivered to it by the Seller or its agents, if any.

Buyers' Initials _____

Seller's Initials _____