

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: 82 Humberview Road, Toronto ON M6S 1X1

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: LT 40 PL 2659 TWP OF YORK; PT LT 39 PL 2659 TWP OF YORK AS IN CA561642; TORONTO (YORK) , CITY OF TORONTO.

Fronting on the North side of Humberview Road.

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 that the seller provides no warranties or representations with respect to the condition of the property, improvements 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 Buyer acknowledges there is no up-to-date survey for the property and that the lot is irregular in shape.

It is understood and agreed the BUYER shall upon acceptance of this Agreement of Purchase and Sale make a direct deposit into the brokerage trust account of Babiak Team Real Estate Brokerage Ltd. on account of the deposit 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 to the Buyer or his agent.

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.

Buyer's Initials _____

Seller's Initials _____

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, or brackets for wall mounted television screens or any other items removed by the seller.

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.

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

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

Buyer's Initials _____

Seller's Initials _____