

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: 117 South Kingsway Toronto, ON M6S 3T5

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 7-2 SEC M523; FIRSTLY: PT LT 7 E/S SOUTH KINGSWAY PL M523 TORONTO COMM AT A POINT IN THE ELY LIMIT OF SOUTH KINGSWAY DISTANT MEASURED SLY THEREALONG 46 FT FROM THE LIMIT BTN THE SAID LOTS 7 AND 8; THENCE NLY ALONG THE SAID ELY LIMIT OF SOUTH KINGSWAY, 40 FT MORE OR LESS TO A POINT THEREIN DISTANT MEASURED SLY THEREALONG 6 FT MEASURED SLY FROM THE NLY LIMIT OF LT 7; THENCE ELY PARALLEL TO THE LIMIT BTN LOTS 7 AND 8, 97 FT 8 1/2 INCHES MORE OR LESS TO THE REAR OR ELY LIMIT OF SAID LT 7; THENCE SLY ALONG THE ELY LIMIT OF SAID LT 7 TO A POINT WHERE A LINE DRAWN FROM THE POC AND PARALLEL TO THE LIMIT BTN LOTS 6 AND 7 ON SAID PL MEETS THE SAID ELY LIMIT OF SAID LT 7; THENCE WLY ALONG THE SAID LAST MENTIONED PARALLEL LINE 99 FT 8 INCHES MORE OR LESS TO THE POC; SECONDLY: LT E PL M624 TORONTO S/T AN EASEMENT IN, OVER, ALONG AND UPON THE WLY 10 FT THROUGHOUT OF THE SAID LT E TO LAY DOWN, INSTALL, CONSTRUCT, RENEW, INSPECT, REPAIR, MAINTAIN, REPLACE, AND USE IN PERPETUITY A STORM SEWER, IN AND UNDER THE SAID LANDS, AND FOR THE PURPOSE OF SO DOING BY ITS SERVANTS, WORKMEN, AGENTS, AND CONTRACTORS, TO ENTER UPON, BREAK IN, FILL UP, USE AND OCCUPY, WITH HORSES, CARTS, MOTORS, AND ALL NECESSARY VEHICLES OR TOOLS WHATSOEVER, THE SAID LANDS; TORONTO , CITY OF TORONTO

Fronting on: the east side of South Kingsway

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

INCLUDED: Existing electrical light fixtures, central AC and equipment, and appliances: white Viking fridge, white electric Whirlpool stove, and stainless steel KitchenAid dishwasher, white Whirlpool washer and white Beaumark dryer

EXCLUDED: None.

RENTAL: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: Hot Water Tank - \$18.54 per month (plus HST), forced air gas furnace - \$96.66 per month (plus HST)

The Buyer acknowledges that the wood-burning fireplace in the living room is not in working condition.

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. 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 mechanicals, 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 also acknowledges that the lot dimensions provided by the listing brokerage were obtained from MPAC (Municipal Property Assessment Corporation).

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 _____