

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: 355 Windermere Avenue, Toronto, ON, M6S 3L2

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 8-9 BLK N PL 551 SWANSEA AS IN CA726650; S/T INTEREST IN CA726650; CITY OF TORONTO

Fronting on: the East side of Windermere Avenue

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

INCLUDED: Frigidaire fridge; 6-burner Viking gas cooktop and exhaust hood; JennAir appliances: dishwasher, wine fridge, microwave, wall oven and warming drawer; LG washer and dryer; electrical light fixtures; window coverings; built-in speakers in ceiling; keyless front door entry; existing HVAC systems, hot water holding tank; existing non-hardwired alarm system hardware.

EXCLUDED: Sonos system base, lower level shelving and cabinets in Flex Space and Rec Room; all staging items.

RENTAL: Monitoring Fee: The Buyer may assume the existing Frontpoint alarm system monitoring service, currently on a month-to-month basis at a cost of \$66 per month, effective as of closing. If the Buyer elects not to assume the service, the Seller shall cancel the monitoring agreement. The Seller makes no representations or warranties with respect to the system or the monitoring service.

The Seller represents and warrants that the parking pad on the widened driveway located on the Property is currently licensed by the City of Toronto, and that all required fees have been paid up to the date of closing. The Seller agrees to provide available documentation evidencing the same upon request.

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 & 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.

Buyers' Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

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.

The Buyer acknowledges that the pot lights in the banquette in the 2nd floor hallway and some of the pot lights in the upper cabinets in the kitchen are not in working order; that although the Sellers use the wood-burning fireplace, it should be WETT inspected prior to use by the Buyer; and that the steam shower mechanism in the 3rd floor bathroom is not in working order and will not be repaired by the Seller prior to closing.

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](mailto:babiakoffice@gmail.com)

Buyers' Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_