

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: 3212 Dundas St W, Toronto ON M6P 2A3

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 88 PL 740 WEST TORONTO JUNCTION AS IN CT408522, T/W & S/T CT408522; TORONTO , CITY OF TORONTO

Fronting on the North side of Dundas St W.

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

INCLUDED: All electrical lights fixtures and window coverings unless otherwise noted in exclusions. Unit B1: Mitsubishi air conditioner and heat pump (1), HRV unit, Blomberg oven, Blomberg built-in fridge, Frigidaire dishwasher, Samsung washer and Samsung dryer, Faber slide out range hood. Unit 101: Mitsubishi Air conditioner and heat pump (1), HRV unit, Blomberg oven, Blomberg built-in fridge, built-in Bosch dishwasher, Samsung washer and Samsung dryer, Faber slide out range hood. Unit 201: Mitsubishi Airconditioner and heat pump (3), HRV unit, Wolf gas oven, Wolf gas stove top, Leibherr built-in fridge, Bosch dishwasher, Faber slide out range hood, Blomberg washer and Blomberg dryer: Unit 301: Mitsubishi Airconditioner and heat pump (3), Samsung oven, Hauslane range hood, Bosch dishwasher, Whirlpool Fridge, GE stacked washer and dryer, Kwest art sculpture, steam sauna unit in shower.

EXCLUDED: All chattels and fixtures belonging to tenants including but not limited to: wall mounted TV's, kitchen/dining light fixtures (2), Primo water cooler, wine fridge, drapery window panels.

RENTAL: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: none.

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.

Buyers' Initials _____

Seller's Initials _____

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

THE BUYER ACKNOWLEDGES that the Seller makes no representation with respect to government regulation zoning by-laws and retrofit requirements as they relate to the legality of the second and third floor apartments (either current or future permitted use) including requirements for Certificates of Compliance and saves the Seller harmless with respect to same.

It is understood and agreed that the seller provides no warranties or representations with respect to the condition of any mechanical or electrical equipment, appliances, heating system, air conditioning equipment or wood burning or gas fireplace where applicable.

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).

Buyer agrees to assume the existing Tenants in unit B1 at the rate of \$2,500.00 per month, unit 101 at the rate of \$2,750.00 per month, unit 201 at the rate of \$3,250.00 per month, and unit 301 at the rate of \$3,200.00 per month. Should the Tenants vacate the unit prior to the closing date of this transaction or prior to their lease expiry, Buyer acknowledges vacant possession of the property and the Buyer agrees not to hold the Seller financially responsible for any issues arising under this lease after the signing of this Agreement of Purchase and Sale. In the event that the Tenant vacates prior to the closing date of this transaction, last month's rent will not be credited to the Buyer on closing.

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.

Buyers' Initials _____

Seller's Initials _____

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 _____