

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: 50 Weatherell Street, Toronto, ON, M6S 1T3

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 137 PL 873 TWP OF YORK; PT LT 138 PL 873 TWP OF YORK AS IN CY589203; TORONTO (YORK) , CITY OF TORONTO

Fronting on: North side of Weatherell Street

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

INCLUDED: stove, fridge, dishwasher, washer, light fixtures, gas fired hot water boiler, ductless air conditioning on main floor,

EXCLUDED: gas hot water tank if rental

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.

THE BUYER ACKNOWLEDGES that the Seller makes no representation with respect to government regulations, zoning by-laws and retrofit requirements as they relate to the legality of any accessory dwelling units (either current or future permitted use) including requirements for Certificates of Compliance and saves the Seller harmless with respect to same.

Buyer agrees to purchase the subject property in "as is" condition - as it exists at the present time without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The Seller makes no representations of warranty with respect to any defects, the state of repair or the working order of any aspect thereof, location of structures walls or fences.

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).

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.

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 _____