

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: 497 KEELE ST, TORONTO, M6N 3E1

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 40 PL 840 WEST TORONTO JUNCTION AS IN CT624901; CITY OF TORONTO

Fronting on: east side of Keele Street

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

INCLUDED: Upper: Nest Thermostat, Google doorbell (hardwired) & Google backyard camera (as-is), Yale front door & back door keyless entry, hardwired Nest smoke & carbon monoxide detectors, GE Cafe Gas Stove, GE Cafe refrigerator, Bosch dishwasher, KitchenAid range hood, Samsung frontload washer & dryer.

Lower: Bosch dishwasher, LG refrigerator, Haier stove, range hood, Samsung frontload washer & dryer.

All: all window coverings (upper & lower), all light fixtures (upper & lower), bathroom mirrors (upper & lower), hot water tank & equipment, central air & equipment, forced-air gas furnace & equipment, backyard shed TV & mount.

EXCLUDED: Stager's items, tenant's items, Weber BBQ, interior & exterior planters (hanging & affixed), Smith & Hanks wine fridge, mirrors in living room mirror, hallway and bedrooms, TVs & mounts.

RENTAL: NIL.

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.

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.

Buyers' Initials _____

Seller's Initials _____

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 full business days prior to the closing date**. This will be in addition to any mortgage related inspection by an appraiser.

The Buyer acknowledges that the current boundaries of the Property are as shown on the survey attached as Schedule "C", which forms part of this Agreement. The Buyer acknowledges that the lot dimensions shown on the survey differ from certain third-party records, including MPAC and GeoWarehouse, and agrees that the attached survey shall govern for the purposes of this transaction. The Buyer further acknowledges the boundaries of the Property and any encroachments, easements and rights-of-way shown on the survey and accepts title to the Property accordingly.

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.

The Buyer agrees to assume the existing basement Tenant (currently month-to-month) at the rate of \$1,695.00 per month, utilities included. Should the Tenant vacate the unit prior to the closing date of this transaction, the Buyer acknowledges and agrees to accept vacant possession of the property on closing and the Buyer agrees not to hold the Seller financially responsible for any issues arising 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.

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 _____