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: 389 Glenlake Avenue, City of Toronto

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 4-5 PL 865 WEST TORONTO JUNCTION; PT PRIVATE LANE PL 865 WEST TORONTO JUNCTION AS IN WT104172; T/W & S/T WT104172; CITY OF TORONTO

Fronting on south side of Glenlake Avenue

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

INCLUDED: stove, refrigerator, dishwasher, light fixtures, window coverings, gas boiler and equipment, central air conditioning system, gas hot water tank, washer, dryer,

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.

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.

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.

Buyers’ Initials _____ Seller’s Initials _____

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 (a) Deliver a bank draft to Babiak Team Real Estate Brokerage Ltd. on account of the deposit or (b) complete a direct deposit into the Brokerage Trust Account 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.

Seller agrees to leave premises in a clean and broom swept condition, and agrees to remove any and all furniture, clothing, personal items and debris from the subject property.

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 _____

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