

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: 1 Rambert Crescent, Toronto, Ontario, M6S 1E5

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 76 PL 1728 TORONTO AS IN CA365086; S/T & T/W CA365086; CITY OF TORONTO

Fronting on the south side of Rambert Crescent.

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

INCLUDED: Existing appliances; existing light fixtures; existing window coverings.

EXCLUDED: Nil.

RENTALS: Forced air gas furnace, central A/C and hot water tank (~\$287.81 / month including HST).

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 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.

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 Seller shall have no responsibility whatsoever to remedy any defect, comply with any work orders or deficiency or other similar notice, or complete any unfinished work. The Buyer acknowledges that she has, in submitting this agreement, relied entirely upon her own inspections and investigations with respect to the property, including, its quality, quantity, state of repair, zoning and lawful use as well as its value and does not rely upon any representation, warranty or statement made by the Seller or his representatives or any other party involved in this proposed transaction.

Buyers' Initials _____

Seller's Initials _____

Water and Drainage Issues Disclosure

The parties acknowledge and agree that the following water and drainage issues have been identified with respect to the property:

1. **Drain/Shower Pan:** Following an attempt to clear the drain by snaking, it was determined that the drainage issue appears to require correction at the plumbing stack. In addition, the existing shower pan will need to be removed and replaced by a qualified contractor.
2. **Window Water Intrusion:** During a rainfall, water was observed entering through the top portion of a window in the rear mudroom. The window appeared to have a failed or compromised seal. The cause and extent of the water intrusion have not been independently determined.

The foregoing conditions are disclosed to the parties, and the parties acknowledge that they have been made aware of these issues prior to entering into this Agreement.

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 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 this, 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 _____