

## 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: 436 Durie Street, Toronto, Ontario M6S 3G4

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 21 PL 987 WEST TORONTO JUNCTION AS IN WT75472; S/T & T/W WT75472; CITY OF TORONTO

CHATELS INCLUDED: Existing stoves (x2), fridge, washer, dryer, oil fired boiler.

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

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The Buyer acknowledges that neither the purchaser nor any immediate family member is an employee of BMO Trust Company, BMO Bank of Montreal or any of its affiliates.

Buyer acknowledges that the Seller does not have a current survey of the property.

The Buyer acknowledges that the fixtures and chattels included in this Agreement of Purchase and Sale are deemed free and clear of all encumbrances on closing and all in their "as is, where is basis" without representation or warrant.

The Buyer shall have the right to view the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this viewing.

Amendment to Clause 23 UFFI: Seller represents and warrants to Buyer that to the best of our knowledge during the time BMO Trust Company was Estate Trustee for the Estate of Aleksandra Sudmalis, the Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde.

It is understood and agreed the BUYER shall upon acceptance of this Agreement of Purchase and Sale (a) Deliver a certified cheque, bank draft or send a wire transfer to Royal LePage Real Estate Services Ltd. on account of the deposit or (b) Deliver an uncertified cheque and then exchange it for a certified cheque or bank draft or email receipt of wire transfer 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 indemnify and 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](mailto:babiakoffice@gmail.com)

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_