

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: 44 Larkin Avenue, Toronto, Ontario M6S 1L8

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: PCL 6954 SEC WEST TOWNSHIP OF YORK; PT LT 9 PL M524 SWANSEA; PT LT 10 PL M524 SWANSEA; PT LT 11 PL M524 SWANSEA COMM AT A POINT IN THE S ELY LIMIT OF LT 10 DISTANT 26 FT S WLY FROM THE MOST ELY ANGLE OF LT 10; THENCE N WLY ALONG A LINE DRAWN PARALLEL TO THE N ELY LIMITS OF LOTS 10 AND 9 A DISTANCE OF 89 FT 4 INCHES MORE OR LESS TO A POINT IN THE N WLY LIMIT OF LT 9; THENCE N ELY ALONG THE N WLY LIMITS OF LOTS 9 AND 11 A DISTANCE OF 60 FT MORE OR LESS TO A LINE DRAWN PARALLEL TO THE N ELY LIMIT OF LT 11 AND DISTANT 1 FT S WLY THEREFROM; THENCE S ELY ALONG THE LAST NAMED PARALLEL LINE A DISTANCE OF 89 FT 4 INCHES MORE OR LESS TO A POINT IN THE S ELY LIMIT OF LT 11; THENCE S WLY ALONG THE S ELY LIMITS OF LOTS 11 AND 10 A DISTANCE OF 60 FT MORE OR LESS TO THE POB; TORONTO , CITY OF TORONTO

This Agreement is made without representation, warranty, or condition with respect to the fitness, condition, quality or quantity, zoning or lawful use of the property. The Buyer acknowledges that it has relied entirely on its own investigations and inspections and agrees to accept the property subject to any latent defects that may or may not exist. The Buyer agrees to accept the property on an "as is" basis, including chattels and fixtures, without regard for its state of repair, environmental condition, the existence of or working condition of the heating, ventilation, air conditioning or utilities, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal or any other government by-laws, agreements, restrictions or orders affecting or regarding its condition or use (including deficiency and compliance requests, notices, work and other orders), as well as any unregistered restrictions, agreements, rights of way, easements, encroachments or covenants which run with the land.

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

THE BUYER ACKNOWLEDGES the boundaries of the property as shown on Survey attached hereto as Schedule D and accepts the title and property accordingly.

It is understood and agreed there will be 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.

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

Buyer(s) Initials _____

Seller(s) Initials _____