

## 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: 5 Old Yonge Street, Toronto, Ontario M2P 1P6

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 15-6, SEC M453 ; PT LOT 10, CONCESSION 1 EYS ; PT LOT 15, PLAN M453, PARTS 1 TO 3, 66R14262 ; NORTH YORK , CITY OF TORONTO

**CHATELS INCLUDED:** Liebherr fridge, Miele built-in dishwasher, Whirlpool washer, GE profile dryer, Hunter Douglas blinds, Whirlpool chest freezer, garage opener & remote, alarm system equipment, back-up generator, LG art cool ductless AC with remote, forced-air gas furnace, central air conditioner.

**FIXTURES EXCLUDED:** Front porch sconces, wire rack in kitchen, shaving mirror and sconces in master bathroom, basement bathroom sconce, all garden ornaments, water fountain, breakfast room stained glass window insert, walnut veneer family room cabinetry, Garland stove & exhaust hood.

**RENTAL:** Hot water on demand- Enbridge~ \$50.51/month; alarm system contract with Red Alert security~\$118.56/quarter.

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.

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

The Buyer acknowledges there is no current survey for the property.

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](mailto:babiakoffice@gmail.com)

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

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