

Schedule B Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER:, and

SELLER: Candace Brule &

for the property known as 550 Barry Dr Pickering

ON L1V 1P9 dated the day of, 20.....

The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that Royal LePage Signature Realty (the "Deposit Holder") shall place the deposit in its interest bearing real estate trust account, which earns interest at Prime minus 2% per annum. Any interest accrued on said deposit, in excess of \$300.00 ("Administration Fee"), shall be paid to the Buyer following successful completion of this transaction. Interest can only be paid upon receipt of a valid Social Insurance Number as required by the Income Tax Act.

The Seller and the Buyer agree and/or acknowledge that no information provided by Royal LePage Signature Realty, Brokerage is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

The Buyer agrees to pay the deposit holder a service charge of \$20.00 for any dishonoured deposit cheque paid to the company.

Unless otherwise stated in the Agreement, the chattels (if any), which are included in the Purchase Price are being sold in "As Is" condition, without warranty.

For all intents and purposes, the Buyer and Seller agree for giving any notices pertaining to the Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or Statutory Holiday in the Province of Ontario.

The Buyers agree that they will deliver the deposit for this transaction by certified cheque/bank draft to the Listing Brokerage within 24 hours of acceptance of this Agreement.

In accordance with the Federal Privacy Act (PIPEDA), the Buyer(s) and Seller(s) consent to the publication of information pertaining to the sale of this property upon the acceptance of the agreement of Purchase and Sale. The Listing Brokerage is authorized to distribute information pertaining to this property to other realtors and the public in the promotion and conduct of their business. Such promotion shall not include mention of the names of the Seller or Buyer.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property, including the buildings and structures thereon has not been used for the growth, cultivation, propagation, harvesting or production of any cannabis or cannabis plants within the meaning of the Cannabis Act, S.C. 2018 c.16 and the provisions of the Cannabis Act, S.O. 217, C26 as amended from time to time, and that to the best of the Seller's knowledge and belief, the use of the property, including the buildings and structures thereon has never been used for the growth, cultivation, propagation, harvesting or production of any cannabis plants within the meaning of the Cannabis Act, S.C. 2018 c. 16 and the provisions of the Cannabis Act, S.O. 2017, c. 26 as amended from time to time. This warranty shall survive and not merge upon the completion of this transaction.

Further, the Seller warrants and represents that no other illegal activities have occurred on the subject property with the Occupants or Sellers.

The Buyer agrees that all re-visits prior to completion will be for a maximum duration of One (1) hour, at a mutually agreed upon time, with Twenty-Four (24) hours notice given to the Seller.

Full Legal Description: PCL 31-1 SEC 40M1442; LT 31 PL 40M1442 (PICKERING) ; PICKERING

Inclusions: Existing fridges (main & lower), stoves (main & lower), range hoods (main & lower), dishwashers (main & lower), clothes washer & dryer, all window coverings, all electrical light fixtures, garage door openers & remotes, garden shed, pool equipment (heater, pump & filter), attached TV's in basement bedroom and basement kitchen, built-in surround sound speakers in basement, outdoor kitchen with BBQ & fridge, built-in storage units in garage

Exclusions: attached TV's in basement recreation room and family room, Tesla charger in garage

Rental Items: Hot Water Tank (\$23.70/mo + hst), with Reliance Home Comfort Security System (\$70/mo + hst), with Telus/Vivint

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 