

**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:** .....

for the property known as .....

..... dated the ..... day of ....., 20.....

For the purposes of this Agreement, the terms "banking days" or "business days" shall mean until 11:59 PM on any calendar day, other than Saturday, Sunday, or statutory holidays in the Province of Ontario.

The Deposit Holder, Royal LePage Locations North, Brokerage, advises that the real estate trust account in which the deposit for this transaction ("the deposit") shall be placed, attracts interest at a variable rate, calculated using the Bank of Canada prime rate, minus 2.05%. If the interest on the deposit exceeds \$75.00, the amount exceeding \$75.00 shall be paid to the Buyer following completion of this transaction when a SIN number is provided prior to the completion date, otherwise, it shall be retained by the Deposit Holder.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT), at the Buyers expense, to an account designated by the Deposit Holder. Provided further that the Buyer making the EFT shall, with respect to the said EFT, provide information such as, but not limited to, Bank Name, Bank Number, Transit Number, Account Number and Copy of Bank Deposit Receipt to the Deposit Holder, and such other information, as may be required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time, and or to comply with other relevant statutory requirements.

The parties hereto consent and agree to the use of electronic signature(s) pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents representing this transaction.

The Seller hereby acknowledges that it may be a requirement of the Buyer's lender to have an appraiser access the entire subject property prior to closing. The seller covenants and agrees to provide access for such purposes and further acknowledges that this may be in addition to the Buyer's specific visits contained herein.

In accordance with the Federal Privacy Act (PIPEDA) and as specified by the Real Estate & Business Brokers Act 2002, Code s.36 (7)(8)(9), the Buyer and the Seller hereby agree to allow the Listing Brokerage in this transaction, Royal LePage Locations North, Brokerage, to use the statistical information, including but not limited to, all images, days on market, location, and final sale price regarding the sale of this property in their future marketing materials. The Parties agree that this permission to use shall survive and not merge on completion of this transaction.

This Offer is conditional upon the Landlord consenting to the assignment of the Land Lease to the Buyer, at the Buyer's expense. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than \_\_\_\_\_ on the \_\_\_\_\_, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. The Buyer hereby agrees to proceed immediately to make an application and provide such material as may be required by the Landlord for approval of the Buyer as Tenant.

It is the Buyers responsibility to satisfy themselves that HST is not applicable to this sale and if HST is applicable it is in addition to the sale price and the responsibility of the Buyer.

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

**INITIALS OF BUYER(S):**

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**INITIALS OF SELLER(S):**

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