

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.....

THE BUYER AND THE SELLER AGREE that the transmission of offers, counter-offers, notices and other documents related thereto may be communicated by facsimile or e-mail. The Buyer and the Seller agree to treat said documents in the same manner as if the electronically transmitted documents were originals.

THE PARTIES to this Agreement hereby acknowledge that the Deposit Holder shall place the deposit in trust in its non-interest bearing real estate trust account and no interest shall be earned, received, or paid on the deposit. Further, the deposit will be issued by bank draft or certified funds.

THE BUYER AND THE SELLER ACKNOWLEDGE: 1) having been advised by their Sales Representatives or Brokers prior to the execution of this agreement that the Sales Representatives, Brokers and their Brokerages are insured as required by the Real Estate and Business Brokers Act, 2002, and its regulations; 2) that the types of representation as defined in REBBA were explained prior to the execution of this Agreement; and 3) that the Confirmation of Co-operation and Representation was completed prior to the Agreement being signed by the Buyer and reviewed and signed by the Seller.

THE BUYER AND THE SELLER HEREBY ACKNOWLEDGE that no information provided by Properly, Brokerage is to be construed as being expert legal, financial, tax, building condition, zoning, environmental advice or as a retrofit status undertaking and that the Buyer has been given the opportunity to consult with any such professional advisor(s) prior to entering into this agreement to satisfy himself as to the acceptability of same.

UNLESS OTHERWISE STATED IN THIS AGREEMENT any chattels that are included in the purchase price are being sold in 'as is' condition, without warranty.

THE SELLER WARRANTS that the property will be delivered to the Buyer in broom-swept condition, and that any and all debris will be removed from the property before completion of this agreement.

THE BUYER AND THE SELLER ACKNOWLEDGE that all measurements and information provided by Properly, Brokerage in the MLS listing, feature sheet, any pre-listing Home Inspection Report, and any other marketing materials has been obtained from sources deemed reliable, however it has been provided to the Buyer for general informational purposes only and as such, Properly, Brokerage does not warrant its accuracy nor make any representations or warranties regarding contents of same. Reliance upon any and all information contained in the marketing materials is at the Buyer's risk and as such the Buyer is advised to verify any measurements or other information upon which he or she is relying.

THE SELLER REPRESENTS AND WARRANTS that during the time the current Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on completion of this agreement.

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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Schedule B
Agreement of Purchase and Sale

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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.....

THE BUYER AND THE SELLER HEREBY AGREE to allow the Listing and Selling Brokerages in this transaction to use the statistical information about the sale of this property in their future marketing materials.

In accordance with the Federal Privacy Act (PIPEDA), upon the fulfillment, removal of all conditions and/or the completion of this transaction of the attached agreement, all parties to this transaction consent to the publication and the distribution of the sale/lease price of this property as well as the publication and distribution of photographs/videos that were used in connection with the marketing of the property for any future marketing and advertising purposes . The Listing Broker and the Co-operating Broker are authorized to advertise and discuss the sale price with other realtors and the public in the promotion and conduct of their business. Such promotions shall not include mention of the names of the Seller or Buyer without the explicit written permission of the party.

THE BUYER HEREBY ACKNOWLEDGES that prior to the signing and presentation of this Offer the Buyer has reviewed with his/her salesperson the Buyer's need to include the following conditions into this Agreement and has also discussed the consequences to the Buyer if it is his/her decision not to include same: Condition pertaining to Buyer obtaining financing for the subject property; Condition pertaining to Buyer obtaining a building inspection or termite report of the subject property; Condition pertaining to the sale of the Buyer's current property; and a Condition pertaining to the arranging of insurance on the real property. The Buyer acknowledges that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the property. Buyer hereby releases Properly, Brokerage from any and all claims resulting from his/her decision not to include any or all of the above conditions in this agreement. The Buyer further acknowledges that a Seller Property Information Statement on the subject property may not be available. At such time as this Agreement becomes firm and binding the Buyer undertakes to complete all his/her obligations contained herein including completion of the agreement itself.

THE BUYER HEREBY AGREES not to transfer or assign any of the Buyer's rights under this agreement to any other person or party without the prior written express consent of the Seller.

THE BUYER ACKNOWLEDGES that the real property, including all buildings and improvements thereon, together with any included fixtures and chattels are being sold on an "as is, where is" basis. There are no conditions, warranties, guarantees, or representations either expressed or implied, concerning the state, quality or condition in, on, or of the property, including building(s), improvements thereon, any fixtures and chattels forming part of this agreement.

THE BUYER ACKNOWLEDGES AND ACCEPTS that the property is being sold without a survey, notwithstanding the foregoing, the Buyer agrees to proceed with this transaction and not raise any objections with respect thereto.

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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