

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: Walter Nicholas Koppelaar

for the property known as 305-152 Annette St. Toronto

ON M6P 1P4 dated the day of, 20.....

DEPOSIT: Notwithstanding the terms of this Agreement of Purchase and Sale, the parties to this Agreement hereby agree that the Deposit shall be a BANK DRAFT, CERTIFIED CHEQUE or wire transfer using the Large Value Transfer System, payable to the Listing Brokerage, unless otherwise stated in writing. A certified cheque or bank draft shall be delivered to the Listing Brokerage within 1 business day of acceptance of this offer. In the event that the Buyer has submitted an uncertified cheque with this Agreement of Purchase and Sale, then the Listing Brokerage shall retain this cheque until such time as it is replaced with either a bank draft or certified cheque.

DEPOSIT HOLDER: The Deposit Holder, Keller Williams Neighbourhood, Brokerage, shall place the deposit in it's interest bearing real estate trust account, which earns interest at the rate of prime less 2%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to the beneficial owner of the trust money, provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than the administrative fee of \$150.00. The interest will be paid up to the completion of this transaction. The parties to this Agreement, hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$150.00. Furthermore, the parties hereto agree that any interest cheques issued by the Deposit Holder that are not cashed within six (6) months following completion of this transaction shall be forfeited to the Deposit Holder. If interest is requested, please provide a Social Insurance Number (SIM) and address for delivery.

In the event of Mutual Release or for Excess Funds, the deposit will be returned after the full bank clearing period. The period will start the next banking day after receipt and deposit of the deposited funds. For bank drafts and wire transfers, the period is five (5) banking days, for other, the period is fifteen(15) banking days.

BUSINESS DAYS: For the purpose of this Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or Statutory holidays in Toronto, Ontario. It is understood and agreed, by all parties that any waiver of condition, must be received by the Keller Williams Neighbourhood Realty, Brokerage office, on or before the expiry time specified in that condition.

RELIANCE: The Buyer acknowledges that the feature sheets, brochures, floor plans, 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 these 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 expressions, express or implied contained in the materials. The Buyer is advised to verify any measurements or information upon which he or she is relying.

SCHOOL INFORMATION: The Buyer Acknowledges that any information regarding public schools associated with the subject property in the MLS listing and marketing materials was obtained from information found on the Toronto District School Board website (tdsb.on.ca) and the Toronto Catholic District School Board (tcdsb.org). As such, the Seller, Listing Broker and Listing Sales Representative make no representations or warranties regarding the accuracy of such information or of the availability of enrollment spaces in any such school. The Buyer is hereby advised and cautioned not to rely on information found on the Toronto District School Board website (tdsb.on.org) and the Toronto Catholic District School Board (tcdsb.org) as a guarantee of enrollment in any particular school, should they purchase the subject property. The Buyer is advised to contact the specific school in which they intend to enroll their family member(s), to confirm that said school has available enrollment spaces.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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

ZONING AND RETROFIT: The Buyer acknowledges that the Seller, Listing Brokerage and its Agents and the Buyer Brokerage and its Agents are making no representation with regards to zoning by-laws and retrofit requirements of the subject Property's current permitted legal use, as well as any proposed or future use by the Buyer. The Buyer agrees to hold the Seller, Listing Brokerage and its Agents, and the Buyer Brokerage and its Agents harmless from any liabilities arising from the Buyer's use of the subject Property. **CHATTELS:** Unless otherwise stated in the Agreement, the chattels, if any, which are included in the purchase price are being sold "as is" condition without warranty.

BUYER AGENCY ACKNOWLEDGEMENT: The Buyer acknowledges and warrants that they have not signed a Buyer's Agency Agreement with any other sales representative(s) other than the representative they are dealing with for this transaction (specific to this offer or otherwise) and further agree to hold the Selling Broker/Sales Representative harmless for any other Buyer Agency Agreement dispute that may arise. In the event that the Buyer has signed another Buyers Agency Agreement and the Selling Broker/Agent is made party to any type of hearing relating to monetary claims then they agree to reimburse the Selling Broker/ Sales Representative or any and all costs.

RIGHT TO VISIT PROPERTY: The Seller agrees to provide access to property for the purposes of either a Lender's, Appraisal, property inspection or both. Any other visits to the property requested in this Agreement of Purchase and Sale are considered to be in addition to these two (2) access visits. The Buyer and Seller further agree that, additional visits as outlined in Schedule A, shall be limited to one (1) hour, and the Buyer's Agent agrees to accompany the Buyer during said visits.

SELLER'S PRIVACY: In order to respect the Seller's privacy, the Buyer agrees that no pictures will be taken of the subject property until after the buyer becomes the legal owner. Further the Buyer, nor their related parties, consultants or third-party advisers, will not walk the property at will or on an ad hoc basis and will adhere to the provisions stated in the "RIGHT TO VISIT PROPERTY" clause of this Schedule.

RIGHT TO DISTRIBUTE MARKETING MATERIALS: The Parties to this Agreement of Purchase and Sale agree to allow the Listing and Co-operating Brokers to use the location and pictures of the property and listing price in their future marketing materials, but not to release the sale price or parties names to this Agreement.

TORONTO LAND TRANSFER TAX: The Buyer hereby acknowledges that they are responsible for the Toronto Land Transfer Tax that is calculated in addition to the Provincial Land Transfer Tax, should this property be subject to the Toronto Land Transfer tax based on its location.

ELECTRONIC SIGNATURES: The Parties hereto consent and agree to the use of electronic signatures 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 respecting this transaction.

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

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