

**Schedule \_\_\_\_\_**

**This schedule must be included with all transactions in which Royal LePage Real Estate Services Ltd., Brokerage, will be the "Deposit Holder".**

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 \_\_\_\_\_, \_\_\_\_\_.

**Trust Deposit Interest Agreement and Direction**

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), Royal LePage Real Estate Services Ltd., (the "Brokerage"), will be the Deposit Holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this Agreement of Purchase and Sale.

The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Deposit Holder shall place the deposit in its interest bearing Real Estate Trust Account, which earns a variable interest rate of the Brokerage's bank's Prime rate minus 2 % per annum. The Deposit Holder shall pay interest at a rate of the Brokerage's bank's Prime rate minus 3.25% on the Buyer's deposit provided the amount of interest to be paid is equal to or greater than \$75.00. A Prime rate of 3.25% or less will yield 0% interest. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Deposit Holder shall be entitled to retain the difference between the interest earned on the Buyer's deposit and the agreed rate of interest payable and that the Deposit Holder shall be entitled to retain any interest payable which is less than \$75.00.

Subject to the terms above, the parties to this Agreement of Purchase and Sale further acknowledge and agree that the Deposit Holder shall only pay any interest it earns or receives on the Buyer's deposit if the deposit is \$10,000.00 or greater, is accompanied by the Buyer's Name and Social Insurance number and the Buyer's deposit is held for more than 30 consecutive days from the date the Buyer's deposit was deposited to the Brokerage's Real Estate Trust Account.

**This agreement and direction must be included in the Agreement of Purchase and Sale by attaching this form as a schedule. No interest will be paid in respect of deposits that do not qualify with the terms hereof.**

All interest generated by the Buyer's deposit that qualify for interest payment in accordance with the above paragraphs will be payable to the beneficial owner of the Buyer's deposit on completion of this transaction. The Buyer is deemed the beneficial owner of the Buyer's deposit until completion of the transaction.

As per Canada Revenue Agency, a T5 will be issued for the interest amount earned by the beneficial owner of the Buyer's deposit following the end of each calendar year. Any interest cheques issued and not negotiated within six (6) months from the date of issue shall be subject to an additional administration fee up to a maximum of \$75.00 or the value of the interest cheque.

**Buyer(s) would like Interest**-please initial in NO or YES.

**No**

**Initial of Buyer(s)**

**Yes**

**Initial of Buyer(s)**

**If deposit qualifies and Yes is selected by the Buyer, Buyer is required to provide their SIN # to the Deposit Holder. A form has been provided for your convenience on the next page, if required.**

Your initials acknowledge receipt of this disclosure and confirms your agreement and direction as to whether or not you would like to receive the interest earned on the deposit. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Brokerage shall be entitled to retain any interest earned or received **on the deposit if the conditions precedent to payment of interest have not been satisfied. This agreement and direction for interest on the deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.**

INITIALS OF BUYER(S)

INITIALS OF SELLER(S)

## SUBMISSION OF SOCIAL INSURANCE NUMBER-SALE

If interest is to be paid to the beneficial owner of the trust funds per the Trust Deposit Interest Agreement and Direction that forms part of the transaction indicated below, please complete this document and submit with the deposit cheque.

**BUYER:** \_\_\_\_\_ and

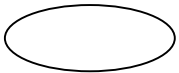
**SELLER:** \_\_\_\_\_

for the property known as \_\_\_\_\_

dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Buyer's Name:** \_\_\_\_\_

**Social Insurance Number** \_\_\_\_\_  
(SIN # not required from corporations)



**Initials of Buyer(s)**