

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

BUYER:, and

SELLER: Bradley Milburn

for the property known as 71 Campbell Avenue, Toronto

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

DEFINITION OF DAYS: For the purpose of this Agreement, the terms "banking days" or "business days" shall mean any day other than Saturday, Sunday, or Statutory Holiday in Toronto, Ontario, Canada.

INTEREST ON DEPOSIT: The parties to this Agreement acknowledge having been advised that Royal LePage Terrequity Realty ("the Brokerage") maintains an Interest Bearing Statutory Trust Account for the benefit of all parties to the transaction. The account earns interest calculated as the Prime Rate for TD Canada Trust less 2.5% calculated on a daily basis, for each full calendar day the money is deposited. In the event Prime rate falls below 2.5% no interest will be earned or paid. The Brokerage calculates and disburses all interest earned to the beneficial owner of the trust money (the "Recipient"). Unless otherwise indicated in the Agreement of Purchase & Sale, the recipient of any interest on trust monies is the Buyer in the transaction. The interest earned is paid to the recipient minus an Administrative Fee as follows: The interest earned on all deposits for a transaction is subject to one Administrative Fee of ninety five dollars (\$95.00) per transaction; In the event interest earned equals or does not exceed the Administrative Fee the Administrative Fee will not be charged to the Recipient, no interest will be paid and no statement of accounting will be provided; In the event the interest exceeds the Administrative Fee, the Recipient will be paid the amount of the interest earned less the Administrative Fee and the Recipient will be provided with a statement of accounting; Where the deposit is from a private individual (not a corporation) no interest will be paid to the Recipient unless that Recipient provides the Brokerage with a Social Insurance Number and mailing address for Income Tax purposes, not less than 14 days prior to the transaction closing. This information must be delivered in writing to 211 Consumers Road, Toronto, Ontario M2J 4G8.

DEPOSIT: All interest on deposit cheques not cashed within six (6) months shall become stale dated and will only be reissued subject to an additional Administrative Fee (i.e. \$95.00). Should the Administrative Fee exceed the amount of the stale date cheque, no amount will be owing or payable to the Recipient. Any uncertified deposit cheques will be held for not less than 28 days from the date of deposit to ensure the funds have cleared the bank.

ACCURACY OF INFORMATION: The Parties to this Agreement acknowledge that no information provided by the Real Estate Broker(s) names in this Agreement is to be construed as expert legal, tax or environmental advice and that they have had the opportunity to consult with any such professional advisors prior to signing this Agreement.

BUYER VISITS: The Buyer and Seller hereby agree that access visits for the Buyer, if allowed for in this Agreement, shall be limited to one (1) hour unless otherwise agreed upon. It is further understood and agreed that they will be accompanied by their Realtor, or a licensed colleague, for the duration of such visits.

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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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ACCURACY OF MEASUREMENTS: The Seller and Buyer agree and/or acknowledge that all measurements and information provided by Royal LePage Terrequity Realty Ltd. in the MLS listing, feature sheet, floor plans, and other marketing materials, have been obtained from sources deemed reliable, however, they have been provided for information purposes only and as such, Royal LePage Terrequity Realty Ltd. does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

HOME INSPECTION: The Buyer acknowledges that the pre-listing home inspection performed by National Home Inspection Ltd. on June 11, 2021 was done for the benefit of the Seller and the report has been provided to the Buyer for information purposes only. The Buyer acknowledges that they have had the opportunity to consult their own professional advisors prior to signing this Agreement of Purchase and Sale and as such Royal LePage Terrequity Realty, the Seller, and the Listing Salesperson make no representations or warranties regarding the accuracy or completeness of said report.

RETROFIT: The Buyer acknowledges that the Seller makes no representation with respect to government zoning by-laws, current fire code regulations and retrofit requirements as they relate to the legality of the apartments (either current or future permitted use) including requirements for certificates of compliance. Buyer agrees to hold the Seller, the Listing Broker, and the Co-operating Broker harmless from any and all liabilities arising from the Buyer's use of the Property.

TENANT: The Buyer agrees to assume the existing upper tenant in the subject property. The Seller warrants that the upper tenant is in good standing and is paying \$1750/month (inclusive of utilities) and is on a month to month lease. Seller will provide on closing the usual tenancy assumption adjustments as well as a signed tenant acknowledgment and seller's assignment of tenancy on forms provided by Buyer's solicitor.

MARKETING: The Buyer and Seller hereby give permission to both the Real Estate Brokerages so named in this agreement to use information relating to the sale of the subject property, including the price, in future marketing materials and for the purposes of Market Evaluations.

CHATTELS: The Seller agrees to maintain the Fixtures and Chattels that are included in this Agreement of Purchase and Sale in the same state of repair as on the date of acceptance, subject to normal wear and tear.

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