Ontario Real Estate Association

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: John Andrew Knegt & Shelley Ann Knegt

for the property known as 30 Wells Street Toronto

ON M5R 1P2 dated the .... day of ...., 20..........

1. The Seller and Buyer agree and/or acknowledge that no information provided by Freeman Real Estate Ltd., Brokerage is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

2. The Seller and the Buyer agree and/or acknowledge that all measurements and information provided by Freeman Real Estate Ltd., Brokerage in the MLS listing, feature sheet, pre home inspection report, laneway feasibility report (if provided) and all other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information purposes only and as such, Freeman Real Estate Ltd., Brokerage does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

3. The Buyer acknowledges that the City of Toronto has implemented a Toronto Land Transfer Tax (TLTT) which will be levied in addition to Provincial Land Transfer Tax, and further acknowledges that this tax, if applicable, will be at the Buyer's expense on closing.

4. The Seller and Buyer hereby acknowledge that federal regulations require the Seller and Buyer to present valid government issued identification to their respective real estate sales representatives no later than the time of acceptance of this Agreement of Purchase and Sale.

5. 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 Buyer’s 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 Trust in Real Estate Services Act, 2002, as amended from time to time, and or to comply with other relevant statutory requirements.

6. The Buyer/Lessee agrees to provide deposit(s) as a certified cheque, draft or wire. In the event of a wire the Buyer /Lessee or the Co-operating Broker agrees to pay the $17.50 service charge levied by the bank. The Buyer/Lessee agrees to add an additional $17.50 to the wire transfer total amount. In the event the service fee is not added to the wired amount by the Buyer/Lessee, the Co-operating Broker acknowledges and understands that the $17.50 service fee will be taken off the commission payable to their Brokerage.

7. The Buyer acknowledges that should the transaction result in a mutual release and a deposit has been given and is to be returned to the Buyer, Freeman Real Estate Ltd., Brokerage will have thirty (30) days to guarantee the security of the funds before releasing the deposit funds to the Buyer. This policy is in place on the advice of the banking system to protect your trust deposit from fraud.

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

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

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8. The Buyer acknowledges that a Home Inspection Report & Laneway Feasibility Study, if provided by the Seller and the Listing Broker, was ordered and obtained for their purposes. Neither the Seller nor the Listing Broker make any representations or warranties regarding the report or its contents. Any reliance on this report is at the Buyer's risk. The Seller and the Listing Broker recommend that the Buyer obtain an independent Inspection from an accredited Home Inspection Company.

9. The Buyer agrees and acknowledge that all access visits (if any) will be held to a maximum of one (1) hour in duration, will be accompanied by their Agent at all times and will be arranged with not less than 24 hours' notice.

10. The Buyer acknowledges that the Seller, Listing Broker/Agent, Buyer Broker and Co-operating Broker are making no representations with regards to zoning by-laws, building code, fire code and electric retrofit requirements of the 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 Broker/Agent, Buyer Broker/Agent and Co-operating Broker harmless from any and all liabilities arising from the Buyer's use of the property. The Buyer acknowledges that it is the Buyer's responsibility to satisfy him/her regarding these matters.

11. The Seller represents and warrants that during the time the Seller has owned the property, the property and the buildings and the structures thereon have not been used for any criminal use or activity, including a marijuana grow operation or a drug laboratory, and that to the best of the Seller's knowledge the property and the buildings and structures thereon have never been used for any criminal use or activity.

12. The Parties to this Agreement of Purchase and Sale acknowledge that Freeman Real Estate Ltd, Brokerage has recommended that they obtain advice from their legal counsel prior to signing this document. The Parties further acknowledge that they have had the opportunity to consult with their legal representative prior to signing this document.

13. The Buyer hereby acknowledges that the subject property may be listed/designated as an Heritage property and /or may be located in a Heritage Conservation District subject to the provisions of the Ontario Heritage Act, as amended from time to time. The Buyer acknowledges that the Seller has made this disclosure. The Buyer accepts the property with this designation and agrees to proceed with the completion of this transaction.

14. The Seller represents (if a multi unit property) and the Buyer acknowledges that he is not buying a legal multi family home that conforms to zoning, current building, fire and electrical codes. The Buyer acknowledges that the Seller has made this disclosure. The Buyer accepts this property in its current state and agrees to proceed with the completion of this transaction.

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15. The Seller warrants that all personal belongings (in a non tenanted property) shall be removed from the property, that the property will be left in a broom swept condition, and that all items will be removed from the grounds and the curb prior to closing.

16. Seller agrees to provide all manuals and warranties in their possession at the time of closing, if any, for all the chattels and fixtures included in this agreement.

17. The parties hereto consent and agree that any closing documentation may be executed remotely utilizing video conferencing which may include the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time.

18. The Buyer acknowledges that the number of possible parking spaces outlined on the MLS listing is subject to the size of the vehicle(s) parked, and further acknowledges it is in the Buyer's sole responsibility to complete their own due diligence concerning the number of parking spaces prior to submitting an offer to purchase.

19. Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

20. The Seller represents and warrants that the property is not and on completion will not be subject to the vacant home tax prescribed by the municipality herein which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that the property is not subject to the said vacant home tax together with a copy of the current Declaration that has been submitted to and accepted by the municipality herein to confirm that the property is not subject to the said vacant home tax.

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INITIALS OF BUYER(S):   **INITIALS OF SELLER(S):**