Ontario Real Estate Association

Form 105
for use in the Province of Ontario

Schedule C

Agreement of Purchase and Sale

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

BUYER: ...., and

SELLER: Jean Sue

for the property known as 64 YARMOUTH RD Toronto ON M6G 1W8 dated the .... day of ...., 20........

THIS SCHEDULE MUST BE INCLUDED WITH ALL TRANSACTIONS IN WHICH FREEMAN REAL ESTATE LTD. BROKERAGE WILL BE THE DEPOSIT HOLDER.

Trust Deposit Interest Agreement and Direction

The Parties to this Agreement hereby acknowledge and agree that Freeman Real Estate Ltd., Brokerage (the deposit holder) shall purchase a GIC on behalf of the Buyer within seven (7) days of the removal of all conditions within this Offer and so long as the Buyer provides his or her Social Insurance Number for use on the required Canada Revenue Agency T5 forms.

Provided that said deposit is a minimum of One Hundred Thousand ($100,000) and the completion is a minimum of sixty (60) days, the said deposit will earn interest at the then posted rate and Freeman Real Estate Ltd., Brokerage shall pay any interest it earns or receives on said deposit to the Buyer provided that the amount of the interest Freeman Real Estate Ltd., Brokerage receives is equal or greater than One Thousand Dollars ($1000) on the date of successful completion. The parties to this Agreement acknowledge that Freeman Real Estate Ltd., Brokerage shall be entitled to retain any interest earned or retained on the deposit which is less than One Thousand Dollars ($1000) on the date of successful completion.

Buyer/s would like Interest: NO   YES

If the said deposit qualifies and the YES above is selected, a SIN# is required. (Unless YES is specifically selected, no interest will be paid) (SIN# is not required from Corporations).

Your initials acknowledge receipt of this disclosure and confirm 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 deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.

In the event that the transaction does not close as scheduled, the parties hereto agree that the deposit will be paid in accordance with the terms of the mutual release (if applicable) signed by both Parties, or in accordance with the terms of a Court order. In such circumstances, Freeman Real Estate Ltd Brokerage may take steps to pay the deposit funds into court, after which Freeman Real Estate Ltd Brokerage shall be relieved of any further obligation in connection with the deposit.

___________________ Initials of Buyer(s)   ___________________ Initials of Seller(s)

Name(s) and Social Insurance Number(s) to be submitted with deposit upon Offer Acceptance.
This form must be initialed by all parties to the Agreement of Purchase and Sale or Agreement to Lease.

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

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