

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:

for the property known as

..... dated the day of, 20²².....

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) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect to the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements. The deposit holder (T.O. Condos Realty Inc. Brokerage) advises that the deposit shall be placed in a Trust Account at TD Canada Trust (Bay and Bloor - Toronto) for this transaction and pays NO interest.

The parties hereto consent and agree to the use of electronic signature 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.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the sale, distribution, cultivation, propagation or harvesting of any cannabis or cannabis plants within the meaning of the Cannabis Act, S.C. 2018 c. 16 and the provisions of the Cannabis Act, S.O. 2017, c. 26 as amended from time to time and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the cultivation, propagation or harvesting of any cannabis plants within the meaning of the Cannabis Act, S.C. 2018 c. 16 and the provisions of the Cannabis Act, S.O. 2017, c. 26 as amended from time to time. This warranty shall survive and not merge on the completion of this transaction.

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.

The parties to this Agreement of Purchase and Sale acknowledge that T.O. Condos Realty Inc., has recommended that they obtain advice from their legal counsel prior to signing this document.

The parties acknowledge that if a home inspection, floor plans, or any other marketing material is provided, they are for reference purposes only, and that T.O. Condos Realty Inc. is not responsible for the accuracy of the information provided. The Buyer acknowledges that they are able to have their own home inspection conducted if desired.

If the Agreement of Purchase and Sale allows for Buyer visits to the premises after said Agreement is firm and binding, said visits shall be for personal and/or decorative purposes. Each visit shall be limited to ONE (1) hour in length unless otherwise agreed by the Seller. Furthermore, the Seller acknowledges that the Buyer may wish to use one of the allowed visits within 24 hours of the date of closing.

The Buyer and Seller hereby acknowledge that The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) is Canada's financial intelligence unit. Its mandate is to facilitate the detection, prevention and deterrence of money laundering and the financing of terrorist activities, while ensuring the protection of personal information under its control. The Buyer and Seller further acknowledge that the Real Estate Brokerage(s) involved with this transaction shall be required to obtain personal information from them as required under the act."

Upon completion the Seller shall provide any keys to the property by leaving them in a lock box or other secured device on the property accessible to the Buyer. Provided further that upon completion, the Seller's lawyer shall provide to the Buyer's lawyer the device code required to access the said lock box or other secured device.

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

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

