

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 ....., 20.....

The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that Royal LePage Signature Realty (the "Deposit Holder") shall place the deposit in its interest bearing real estate trust account, which earns interest at Prime minus 2% per annum. Any interest accrued on said deposit, in excess of \$300.00 ("Administration Fee"), shall be paid to the Buyer following successful completion of this transaction.

Interest can only be paid upon receipt of a valid Social Insurance Number as required by the Income Tax Act.

The Buyer acknowledges and agrees that the above mentioned deposit will be delivered to the Listing Broker's office by certified cheque/bank draft within 24 hours from the time stated in the section of "confirmation of execution" of this Agreement of Purchase and Sale or the next business day, otherwise the Buyer shall be in default, and the Seller(s) shall have the right to offer the property for sale again without any consent and/or release from the Buyer, and the Seller shall be at liberty to accept another new offer. Buyer(s) also acknowledges and fully understands that in such event, and without prejudice to or limiting the rights of the Seller(s), the Seller(s) may also claim for damages upon the default of the Buyer's covenants and obligations to be performed under this Agreement of Purchase and Sale. If in default, the Buyer hereby agrees to release the Seller and the Listing Brokerage from all liabilities, covenants, obligations and claims arising out of this Agreement.

The Buyer agrees to pay the deposit holder a service charge of \$20.00 for any dishonoured deposit cheque paid to the company.

For all intents and purposes, the Buyer and Seller agree for giving any notices pertaining to the Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or Statutory Holiday in the Province of Ontario.

The Seller and the Buyer agree and/or acknowledge that no information provided by Royal LePage Signature Realty, Brokerage, or its representatives, 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.

Unless otherwise stated in the Agreement, the chattels (if any), which are included in the Purchase Price are being sold in "As Is" condition, without warranty.

In accordance with the Federal Privacy Act (PIPEDA), the Buyer(s) and Seller(s) consent to the publication of information pertaining to the sale of this property upon the acceptance of the agreement of Purchase and Sale. The Listing Brokerage is authorized to distribute information pertaining to this property to other realtors and the public in the promotion and conduct of their business. Such promotion shall not include mention of the names of the Seller or Buyer.

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.

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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The Seller and the Buyer agree and/or acknowledge that all measurements and information provided by Royal LePage Signature Realty on the MLS listing, Feature Sheets, and any other marketing materials for the subject property, have been supplied for reference purposes only, and such by Royal LePage Signature Realty does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

THE BUYER(S) AND SELLER(S) ARE AWARE that the Listing Brokerage has obtained the lot size measurements from the Province of Ontario's Land Registry Information System (POLARIS) from the Municipal Property Assessment Corporation (MPAC).

THE BUYER ACKNOWLEDGES AND ACCEPTS that any Inspection Report provided by the Seller was ordered and obtained by the Seller for the Seller's own purposes. The Listing Broker and the Seller make no representations or warranties regarding the report and its contents. Any reliance on this report is at the Buyer's risk. The Buyer agrees to indemnify and hold harmless the Seller, the Listing Brokerage, and the Sales Representative for any errors, omissions and representations, expressed or implied, contained in the Home Inspection Report.

THE BUYER ACKNOWLEDGES that the Seller, Listing Agent and Buyer's Agent are making no representations with regards to the retrofit requirements of any basement unit, if any, as well as any proposed or future use by the Buyer. The Buyer agrees to hold the Seller, Listing Agent and Buyer's agent harmless from any and all liabilities arising from the Buyer's use of the subject property.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property, including the buildings and structures thereon has not been used for the growth, cultivation, propagation, harvesting or production 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. 217, C26 as amended from time to time, and that to the best of the Seller's knowledge and belief, the use of the property, including the buildings and structures thereon has never been used for the growth, cultivation, propagation, harvesting or production 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 upon the completion of this transaction.

The Buyer agrees that all re-visits prior to completion will be for a maximum duration of One (1) hour, at a mutually agreed upon time, with Twenty-Four (24) hours notice given to the Seller.

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INITIALS OF SELLER(S):



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