

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

**BUYER**,....., and

**SELLER**, Robin Stacey Berholz and Ehren Cory.....

for the property known as.....697 Oriole Parkway.....Toronto.....

..... dated the ..... day of ....., 20<sup>15</sup> .....

Buyer hereby acknowledges that Royal LePage Signature Realty ["Deposit Holder"] advises that the deposit for this transaction attracts interest at the rate of Prime minus 2.25%. Any interest accrued on said deposit, in excess of \$50.00 ["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 and the Seller agree and/or acknowledge that the information provided by Royal LePage Signature Realty, Brokerage in the MLS listing, Feature Sheets, Floor Plans, Marketing Materials and any pre-listing inspection reports with respect to the subject property were ordered and obtained through sources deemed reliable; however, they have been provided for information purposes only and as such, Royal LePage Signature Realty, Brokerage, Brokers, Sales Representatives and Sellers make no representations or warranties regarding these materials and/or their content. Any reliance on the materials is at the Buyer's sole risk. The Seller and the Listing Brokerage recommend that the Buyer verify any measurements and any relevant information. The Buyer agrees to release the Seller, the Listing Broker and its Sales Representatives for any errors, omission and expressions, express or implied contained in the materials.

The Seller and Buyer agree and/or acknowledge that no information provided by Royal LePage Signature Realty, Brokerage, Brokers and Sales Representatives is to be construed as being expert legal, financial, tax, building conditions, construction, engineering, environmental and zoning changes advice and that they have had the opportunity to consult with any such professional advisors prior to signing this Agreement.

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 and Co-operating Brokerage are 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.

Inclusions: Stainless steel Viking Professional kitchen appliances: refrigerator/freezer, microwave, gas stove, built-in dishwasher; Whirlpool Duet stacked front loading washer and dryer, shelving/cabinetry/closet organizers, all electric light fixtures, all window coverings, central vacuum and equipment, attached TV and wall mount, security system (monitoring extra), all parts of furnace and central air conditioner, inground sprinklers, electric garage door opener and remote, BBQ, City of Toronto garbage and recycling containers.

The Buyer acknowledges that the property survey dated January 16, 2007 may not be up-to-date.

The Seller represents and warrants that during the time the Seller has owned the property, and to the best of the Seller's knowledge and belief, the use of the property, buildings and structures thereon have not been used for the growth or manufacture of any illegal substances. This warranty shall survive and not merge on the completion of this transaction.

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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Legal Description: PCL 121-2 SEC M380; PT LT 121 E/S ORIOLE RD PL M380 TORONTO COMM AT A POINT IN THE ELY LIMIT OF ORIOLE RD WHICH SAID POINT IS DISTANT 27 FT 6 INCHES MEASURED SLY ALONG THE LAST MENTIONED LIMIT FROM THE N WLY ANGLE OF SAID LT 121; THENCE ELY IN A STRAIGHT LINE 112 FT 11 INCHES MORE OR LESS TO A POINT IN THE ELY LIMIT OF SAID LT 121, DISTANT 27 FT 6 INCHES MEASURED SLY ALONG THE LAST MENTIONED LIMIT FROM THE N ELY ANGLE OF SAID LT 121; THENCE NLY ALONG THE ELY LIMIT OF SAID LT 121 - 27 FT 6 INCHES TO THE N ELY ANGLE THEREOF; THENCE WLY ALONG THE NLY LIMIT OF SAID LT 121 - 112 FT 8 INCHES MORE OR LESS TO THE ELY LIMIT OF ORIOLE RD, BEING THE N WLY ANGLE OF SAID LT 121; THENCE SLY ALONG THE ELY LIMIT OF ORIOLE RD 27 FT 6 INCHES TO THE POB; T/W A ROW IN, OVER, ALONG AND UPON A STRIP OF LAND CONSISTING OF THE NLY 4 FT OF THE WLY 67 FT OF THE LANDS IMMEDIATELY ADJOINING THESE LANDS ON THE S THEREOF; S/T A ROW IN, OVER, ALONG AND UPON A STRIP OF LAND CONSISTING OF THE SLY 4 FT OF THE WLY 67 FT OF THESE LANDS, SAID TWO STRIPS OF LAND LYING TOGETHER TO FORM A MUTUAL DRIVEWAY AND PASSAGEWAY FOR THE USE AND ENJOYMENT OF THE OWNERS AND OCCUPANTS FROM TIME TO TIME OF THESE LANDS AND THE LANDS IMMEDIATELY ADJACENT TO THE S THEREOF; TORONTO , CITY OF TORONTO

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