



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of June 2026

BUYER: SHEPP-LAND DEVELOPMENTS INC, agrees to purchase from
(Full legal names of all Buyers)

SELLER: _____, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address GUYTOI CRT

fronting on the _____ side of GUYTOI

in the City of TORONTO

and having a frontage of _____ **Feet** more or less by a depth of _____ **Feet** more or less

and legally described as
SEE SCHEDULE A

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 1,600,000.00

One Million Six Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty-Five Thousand Dollars (CDN\$) 25,000.00

by negotiable cheque payable to LOKATIONS REALTY INC. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A _____ **attached hereto form(s) part of this Agreement.**

1. IRREVOCABILITY: This offer shall be irrevocable by _____ until _____ on the _____ day of _____, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the _____ day of _____ 20_____. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:
SEE SCHEDULES**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
hot water tank

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **included in** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

- 8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20:....., (Requisition Date) to examine the title to the property at Buyer’s own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (..... **residential**) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller’s title to the property.
- 11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “Requisite Deliveries”) and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller’s control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller’s lawyer’s personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
- 14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller’s or other mortgagee’s interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act 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 Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures 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.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

.....
(Buyer)

.....
(Seal)

.....
(Date)

06/12/2026, 03:58:43 PM EDT

.....
(Witness)

.....
(Buyer)

.....
(Seal)

.....
(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

.....
(Seller)

.....
(Seal)

.....
(Date)

.....
(Witness)

.....
(Seller)

.....
(Seal)

.....
(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
(Witness)

.....
(Spouse)

.....
(Seal)

.....
(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20.....
(a.m./p.m.)

.....
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	LOKATIONS REALTY INC.	647-892-7355
		(Tel.No.)
	bcostabile2020@gmail.com	
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage		
		(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....
(Seller)

.....
(Date)

.....
(Buyer)

.....
(Date)

.....
(Seller)

.....
(Date)

.....
(Buyer)

.....
(Date)

Address for Service

Address for Service

.....
(Tel. No.)

.....
(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

.....
(Tel. No.)

.....
(Fax. No.)

.....
(Tel. No.)

.....
(Fax. No.)

FOR OFFICE USE ONLY		COMMISSION TRUST AGREEMENT	
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.			
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.		Acknowledged by:	
..... (Authorized to bind the Listing Brokerage)	 (Authorized to bind the Co-operating Brokerage)	

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

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

BUYER: SHEPP-LAND DEVELOPMENTS INC , and

SELLER:

for the purchase and sale of GUYTOI CRT

..... dated the 12 day of June, 2026

Buyer agrees to pay the balance as follows:

This page is blank.

See SCHEDULE A CONTINUES & forms part of this agreement.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

BUYER: SHEPP-LAND DEVELOPMENTS INC.

&

Seller: _____

1. BALANCE DUE ON CLOSING

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lawyers Transferring System.

2. ACCESS TO PROPERTY

Throughout the duration of the contract, as required by the Buyer's agents or third parties, and by providing 5 days written notice to the seller or sellers lawyer, the Buyer shall have unrestricted access to the entire property between the hours of 7 am to 6 pm, in order to carry out inspections, Not limited to: completing any outstanding investigations, environmental, insurance and appraisals and provided the Buyer shall do so in a reasonable manner so as not to infringe upon the Seller's use and enjoyment of the property. After undertaking soil testing, the Buyer and Seller agree to instruct third parties to restore the Property back to its prior condition at the Buyer or its third parties ' expense. (Sellers are to take pictures of the exteriors of before and after in case there are disputes insofar as the restoration.) Anytime while the parties are under contract access will be granted in order to facilitate any and all matters related to satisfying the condition. i.e. Environmental.

Sellers initials _____ Buyers Initials _____

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

- 3. **The** property will be sold in an "**AS IS WHERE IS**" condition, however the buyer will not assume any service contract. (ie lawn contracts etc.)
- 4. **The** sellers warrant that to their best of knowledge there are **no legal actions**, claims or court proceedings of any kind whatsoever relating to their property or expropriation notices affecting the property and agrees to notify the buyer of such.
- 5. **During** ownership the seller agrees at own cost to **maintain** the home, not limited to roof leaks, HVAC and appliance repairs ensuring its insurability.

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6. This **Offer is conditional, in favor of the buyer,**
Until 6;00 pm on the 30th of October 2026, upon & including but NOT LIMITED TO: inspection of the entire subject property by a soil engineers, property / building inspector, and for the Buyer in its sole discretion, that the subject property may be developed within such time, at such costs, in such manner and on such terms as may be satisfactory to the Buyer, and the obtaining of any other required reports satisfactory at the Buyer's sole and absolute discretion.

Unless the Buyer gives notice in writing delivered to the Seller / sellers solicitor, in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller(s) or representative as aforesaid within the time period stated herein.

- A) The conditional start date will be the "acceptance of the offer" by the buyer
- B) The deposit will be provided within 2 days of the date referred to clause 6.

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Sellers initials _____ Buyers Initials _____

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

C) Buyer & his inspectors shall leave the property in its original condition. Sellers will take pictures of the exterior / yard in case a dispute shall arise.

D) Once the soil testing has started & in the event it is not completed during the conditional period, the conditional date will be extended by 30 days after the soil report is complete.

ADDITIONAL DEPOSITS

7. After the condition is waived: within 7 business days, the buyer agrees to pay the brokerage a further:

✓ deposit of \$ 50,000.00 (CDN , referred to as the "Second Deposit"), then a
✓ 3rd: deposit of \$ 50,000.00, being due on or before the 10th day of April 2027.

All deposits are to be paid to the real estate broker and immediately released to the sellers and as per the agency contract.

8. After waiving the condition and if the sale fails to close, as a result of the fault of the buyer, all deposits referred to herein shall be deemed forfeited by the buyer.

A) However, all deposits will be credited on any closing date.

9. INSURANCE

Prior to entering the Property during the due diligence conditional period or at anytime thereafter, for the purposes of soil testing or any type of inspections at the property, the Buyer agrees to instruct the Buyer's third party contractors to restore the property back to its original condition at its own expense. **Prior** to entering the property, the Buyer or its third party contractors shall provide a copy of proof of commercial general liability insurance of not less than \$5 million, and professional liability insurance of not less than \$2 million, where applicable. In addition, the name

Sellers initials _____ Buyers Initials _____

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

of the Seller shall be included as an "Additional Insured". Furthermore, all parties entering the property must have WSIB insurance for all its agents, subcontractors and employees. **The** Buyer agrees to indemnify the Seller against any and all claims, liabilities and damages arising out of any wrongful or negligent act or omission by the Buyer or its consultants, agents or employees during and with respect to its utilization of the right of access and inspection permitted on the property. This clause shall survive and not merge on closing.

10. RE-ZONING

Provided the Agreement is firm and binding, the Seller irrevocably agrees upon written notice, to allow the buyer to execute applications on behalf of the owner and all other documents required for the Buyer to change the Official Plan, and to rezone the lands to a zoning suitable to the Buyer, or to amend any by-laws, and to support such application(s) for re-zoning or amending of by-laws, and agrees to co-operate with the Buyer, in all reasonable respects, provided that the Buyer shall pay for all costs associated with said re-zoning with the city. In the event the sale is not completed the buyer will be at end with the application.

Leaseback / OCCUPANCY LICENSE

11. **On closing** the parties agree that the Seller and their immediate family have the

Sellers initials _____ Buyers Initials _____

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

option to occupy the property for a period of no longer than 6 months after closing

The sellers agree to execute a licensing agreement prior to the agreed

upon closing date. **No sub leasing is allowed while under contract.**

After the closing the buyer / landlord shall pay the property taxes. The seller shall be liable to ensure the property is vacated within 6 months after closing.

B) Prior to closing, the occupant/owner will provide a copy of a **tenant liability insurance** policy for \$2 million in favor of the buyer. **After closing, the Seller can leave the premises at any time by simply advising the buyers lawyer in writing.**

12. **The** Sellers shall also have the first right to remove any chattels & fixtures in the home prior to demolition, and with that right, waives all insurance claims / liabilities not limited to personal injury etc. while removing contents from the home. Those chattels and fixtures will be available on a FREE & AS IS, WHERE IS BASIS. The buyer will notify the occupant of such date to remove their fixtures & chattels.

13. ASSIGNMENT

The Buyer shall have the right at any time prior to closing, to assign this Agreement and its rights and interests hereunder to any Person either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant to be bound hereby as Buyer & that the Buyer herein before named shall be **released** from its obligations and liability hereunder as a result of any such assignment. Prior to closing, the Buyer herein shall notify the Seller of the name and address of any assignee & their lawyers. For purposes of this Agreement,

Sellers initials _____ Buyers Initials _____

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

"Person" means an individual, a corporation, a partnership (including a limited partnership), a trust, or any other legal or business entity however designated or constituted.

14. WARRANTY / REQUESTED DOCUMENTS

The Seller warrants that to the best of their knowledge that the lands will remain contaminate free.

15. During the conditional period and upto the closing date, the Sellers will provide the buyers lawyer any & all notices that affect the property.

16. CONFIDENTIALITY

All parties herein acknowledge and agree to keep the terms of this Agreement and all documents, information and reports obtained from the other party relating to the property in the strictest confidence before the closing date, except in the course of conveying necessary information to third parties directly involved in this transaction, to each party's solicitors and accountants and to the Buyer's professional advisors, and except as may be required by law.

17. COMMISSIONS / REAL ESTATE FEES

G.E. Realty Inc. O/A Lokations Realty Inc. represents the interest of the Seller and will be paid as per the agency contract.

18. If the conditions herein are not waived being at the sole & unfettered option of the buyer, this clause **serves** notice that the seller(s) have irrevocably directed the deposit holder to immediately release the first deposit monies held in trust to the buyer. If the conditions are not waived, this clause acts like a mutual release.

Sellers initials _____ Buyers Initials _____

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

No other document or mutual release needs to be signed by any party in order for the deposit holder to release the deposits. **This direction cannot be revoked.**

In addition, all parties herein release each other from any liabilities or claims whatsoever, except for damages caused by the soil testing.

19. **Within 10 days** of acceptance of the offer and if in their possession, the seller will provide the buyer a copy of the **survey** and disclosers of all registered easements and any other notices pertaining to the property.

20. **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 (not limited to a waiver, release or amendments)

21. **The** Parties to this Agreement acknowledge that the real estate Broker(s) so named in this Agreement has **recommended** that the Parties obtain, at own expense, independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such real estate Broker(s) is to be construed as legal advice, tax advice, environmental advice, advice on zoning changes or engineering advice and that the all parties named in this transaction have been advised to & have had independent professional advice on any of these matters and concerns.

22. **The** Buyer is **advised** to verify any measurements or information upon which he or she is relying. For the purpose of this Agreement, the term "Business Day(s)" or "Banking Day(s)" shall include any day of the week other than Saturday, Sunday or any Statutory or Banking Holiday in the Province of Ontario.

Sellers initials _____ Buyers Initials _____

Property: _____Toronto

SCHEDULE " A " OF AGREEMENT OF PURCHASE AND SALE

23. **Title** search / requisition date will be 60 days prior to closing. 

24. The closing date will be no later than the 6:00 pm on the 28th of October 2027.

25. This offer shall be irrevocable by the buyer for a period of 10 days after the date the offer was executed by the buyer.

26 Legal Description:

Sellers initials _____ Buyers Initials _____ 