OREA Ontario Real Estate Association

Form 105
for use in the Province of Ontario

Schedule B
Agreement

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

BUYER / TENANT ....., and

SELLER / LANDLORD HARVEY HOWARD HACKER CAROL R. HACKER

for the property known as 78 HEATHERTON WAY THORNHILL ON L4J 3E9

..... dated the ..... day of ....., 20.....

The Buyer agrees that the Deposit shall be in the form of a bank draft, money order, certified cheque, wire transfer or remote deposit of certified funds payable to RE/MAX Realtron Realty Inc. ("Deposit Holder").

The Parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the Deposit in its real estate trust account, which earns interest at a rate of Prime less 1.85% per annum. The Parties acknowledge that any and all interest earned on the deposit funds shall be retained by the Deposit Holder.

In the event of a Mutual Release or for any excess Deposit, the funds will be given to the designated party after the bank clearing period (beginning the day after receipt and deposit of the funds). For certified funds, the bank clearing period will be ten (10) Banking Days and for uncertified funds, twenty-one (21) Banking Days. This policy is in place on the advice of our banker to protect your deposit and the banking system from fraud.

The Buyer and Seller Agree that for the purpose of providing Notices, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or Statutory Holiday in the Province of Ontario.

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

The Seller hereby acknowledges that it may be a requirement of the Buyer's lender to have an appraiser access the subject property prior to closing (including the dwelling and any outbuildings, as may be required). The Seller covenants and agrees to provide access for this purpose, at a mutually agreed upon time, and that this type of visit is in addition to any other buyer visits that are otherwise specified in this Agreement. The Parties agree that the maximum duration for these visits shall be one (1) hour.

The Buyer acknowledges that all measurements and information provided by the Listing Brokerage in the MLS Listing, feature sheet and any other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information purposes only and as such, the Listing Brokerage does not warrant their accuracy. The Buyer is advised to verify any measurements and information upon which they are relying.

In accordance with the federal privacy act (PIPEDA), the Buyer(s) and Seller(s) consent to the publication of the sale of this property upon the acceptance 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 the mention of the names of the Seller or Buyer.

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

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