

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

BUYER:, and

SELLER: THE ESTATE OF OSCAR EUGENE OLENKO

for the property known as 183 INVERNESS CRES Kingston

ON K7M 6G9 dated the day of, 20.....

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

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 that 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 and or to comply with other relevant statutory requirements.

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.

In accordance with the Federal Privacy Act (PIPEDA) the Buyer and Seller hereby consent and agree to permit the Listing & Selling Brokerage to distribute and use sale related information regarding the subject property on marketing materials, newsprint, website, and social media which may include the property address, list price, sale price, number of offers and photos.

The Buyer agrees to take possession of any chattel or anything else left in, on, or around the property on closing.

Buyer and Seller agree that if the Buyer or Seller is unable to complete this transaction due to: 1. the Buyer's bank and/or mortgage lender temporarily ceasing operations; and/or 2. the Seller's bank and/or mortgage lender temporarily ceasing operations; and/or 3. the Land Registry Office and/or the electronic land registration systems temporarily ceasing operations; then the Buyer and Seller hereby agree to extend the completion date of this transaction until the next possible date following the scheduled date of completion that registration could actually be affected, with no additional charges being made to the Buyer. Notwithstanding the foregoing, in the event the Buyer's title Insurer has provided "gap coverage" to the Buyer, and all closing funds have been paid to the Seller's Solicitor in trust, keys may be released (possession transferred) to the Buyer with title transfer and registration to take place at a later date. In such circumstances all expenses and risk related to the property shall be the responsibility of the Buyer from the date of such escrow closing.

Notwithstanding anything else contained in this Agreement of Purchase and Sale, the Buyer acknowledges that this is an Estate Sale by an Estate Trustee; and the property and all structures on it ["the Property"] are being sold on a completely as is basis. The Seller / Estate Trustee makes no warranties or representations whatsoever concerning the Property, and without limiting the generality of the foregoing this shall include its history, usage, zoning, future use, occupation, state of repair [past or present], type of wiring, plumbing, heating system or insulation or any other matter regarding the Property or any chattels included with the Property.

The Seller / Estate Trustee will not provide any declaration, warranty or statement on closing as to the Property as he has limited personal knowledge of same and the Buyer agrees not to request same, accepting the Property is purchased solely as is and based on their own inspection, investigation and conclusions about the Property.

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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