

Schedule B
Agreement of Purchase and Sale

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

BUYER:, and

SELLER: WADECK, PETER ROBERT JOHN

for the property known as 184 Montreal Street, Kingston, ON

K7K3G4 dated the day of, 20.....

Notwithstanding anything else contained in this Agreement of Purchase and Sale, the Buyer acknowledges that the Property and all structures on it ["the Property"] are being sold on a completely as is basis. The Seller 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, state of repair, type of wiring, plumbing, heating system or insulation or any other matter regarding the Property or any chattels included with the Property. The Buyer acknowledges the obligation to complete their own due diligence and agrees to accept the Property is purchased solely as is and based on their own inspection, investigation and conclusions about the Property.

Unless specifically stated otherwise, the Buyer agrees to take possession of any chattels or fixtures left in or on the property on closing.

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.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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