



# Schedule B Agreement of Purchase and Sale

**Form 105**  
for use in the Province of Ontario

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

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

**SELLER:** THE ESTATE OF EDWIN H. NEAVE .....

for the property known as 188 JOHNSON ST KINGSTON

ON K7L 1Y1 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.

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.

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.

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. This clause shall supersede any representation or warranty clauses included in any other schedules.

The Seller/ Estate Trustee will not provide any declaration, warranty or statement on closing as to the Property as they 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 clause shall supersede any representation or warranty clauses included in any other schedules.

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**



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Seller represents and warrants to Buyer that to the best of our knowledge during the time BMO Trust Company was Estate Trustee for The Estate of Edwin H. Neave, the Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde.

The Buyer acknowledges that neither the purchaser nor any immediate family member is an employee of BMO Trust Company, BMO Bank of Montreal or any of its affiliates.

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**