

SCHEDULE "A"

1. The description of the Property is believed by the Vendor to be correct but if any statement, error or omission shall be found in the particulars thereof, the same shall not annul the sale nor entitle the Purchaser to be relieved of any obligation hereunder, nor shall any compensation be allowed to either the Vendor or the Purchaser in respect thereof.
2. The Purchaser acknowledges that the Vendor is selling the lands and premises to the Purchaser in exercise of the Power of Sale provisions contained in a mortgage the Vendor holds on the property. The Purchaser agrees to accept title pursuant to the rights of the Vendor under its mortgage and in accordance with Section III of The Mortgages Act, R.S.O., 1990, c. M40.
3. The Vendor represents herein that there is a default under the terms of its mortgage as of the date hereof which default entitles the Vendor to exercise its rights of power of sale. The only evidence of default which the Vendor will supply and which the Purchaser is entitled to shall be a Statutory Declaration of an authorized officer of the Vendor in compliance with Section III of The Mortgages Act, R.S.O. 1990, c. M40, which sets forth the basis upon which the Vendor is entitled to sell under power of sale, the names of persons upon whom the Notice of Sale has been served and the Declaration that default under the mortgage entitling the Vendor to exercise power of sale has continued up to and including the date of acceptance of this Offer to Purchase. The Deed/Transfer shall exclude the implied covenants in subsection 5(1) 1. (i), (ii) and (iii) of the Land Registration Reform Act, R.S.O. 1990, c. L4.
4. The Purchaser shall purchase the property as it exists at the present time without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the property. The Vendor makes no representations of warranty with respect to any defects in workmanship, state of repair, location of structures, walls, retaining walls or fences (free standing or otherwise). The Vendor shall have no responsibility whatsoever to remedy any defect, comply with any work orders, or complete any unfinished work. The Purchaser acknowledges that it has relied entirely upon its own inspections and investigations with respect to the quantity, quality and value of the property. The Vendor shall not be required to discharge any mortgages, liens or encumbrances registered subsequent to the Charge/Mortgage of Land under which the Power of Sale is being exercised.
5. The Purchaser agrees to accept the property regardless of any order affecting the property regarding its conditional use (including deficiency or other notices, work or other orders) as well as any registered restriction agreements or covenants which run with the land. Without limiting the generality of the foregoing the Purchaser agrees to accept any minor easements in favour of Bell Canada or any Public Utility and further agrees to accept any standard municipal subdivision agreements, with the Municipality and/or Public Utility, registered on the title to the property providing such have been complied with, or providing security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant Municipality or Utility.
6. In the event any issue is raised with respect to the exercise by the Vendor of the power of sale, the Vendor may at its option extend the closing date for a period or periods of time not exceeding 60 days in total. If the Vendor is unable to resolve any such issue by the expiry of the extension period or periods, the Vendor at its sole option may terminate this agreement.
7. Notwithstanding any other clauses set out in this Agreement, the purchase price herein shall not include any chattels. The Vendor agrees to sell only such interest as it may have in the fixtures and chattels if referred to in the Agreement of Purchase and Sale and does not guarantee title to the chattels nor does it warrant the condition or state of repair of the chattels. The Vendor shall deliver possession of the said fixtures and chattels found on the property on closing without warranty or title documentation and shall make no further adjustments in the purchase price with respect thereto.

8. The Vendor covenants that it has done no act to encumber the property as at the date hereof and the Vendor covenants that it shall do no act to encumber the property from the date of acceptance hereof to the date of closing. The Vendor shall not sell or dispose of the property between the date hereof and the date of closing. The Vendor shall not be required to furnish or produce any abstract, deed, declaration or other document or evidence of the title except those in its possession.

9. This Agreement of Purchase and Sale may be terminated at the option of the Vendor in any of the following events:

- a) The Mortgagor or any other person shall become entitled to redeem or place the Vendor's mortgage in good standing and does so prior to the completion of this transaction;
- b) The Vendor is restrained or enjoined on either an interim or permanent basis from completing the transaction contemplated hereby by a Court of competent jurisdiction, or is unable to complete the transaction because of the filing or registration of any documents; or
- c) The Vendor is unable to complete the sale pursuant to the power of sale contained in its mortgage.

In the event the Vendor does terminate the Agreement of Purchase and Sale, same shall be deemed null and void and the deposit shall be returned to the Purchaser without interest or deduction. In no event shall the Vendor be responsible for any costs, expenses, loss or damages incurred or suffered by the Purchasers and in any way related to this agreement.

10. In the event the Purchaser requires vacant possession of the property and such vacant possession cannot be provided by the closing date, the Vendor may at its sole option extend the closing date for any period or periods not exceeding in total two (2) full calendar months. If the Vendor is unable to provide vacant possession by the expiry of the extension period or periods, the Purchaser may accept the property with the existing occupants or tenants or terminate the agreement without penalty.

11. Where the Purchaser agrees to assume all existing tenancies, the Vendor shall provide to the Purchaser on closing any documentation relating to those tenancies which it has in its possession. The Vendor shall not be required to provide any documentation signed by the tenants confirming the status of the tenancies. The Vendor shall further not be obliged to credit on closing any current or pre-paid rental, other adjustments in favour of the Purchaser other than for rent actually received by the Vendor.

12. Notwithstanding any other clauses in this agreement, the Vendor has no knowledge and makes no representation whatsoever as to whether the property has been insulated with Urea Formaldehyde Foam Insulation.

13. The Vendor shall not supply any Warranty, Statutory Declaration or Certificate with respect to the subject property's status as a used residential property or as to whether this transaction is an exempt supply in accordance with the provisions of the Excise Tax Act (Part VII) (GST).

14. Notwithstanding any statement to the contrary contained in the Agreement of Purchase and Sale, the Vendor shall not be obliged to obtain or provide any Survey of the subject property save as may actually be in the possession of the Vendor.

15. The Purchaser herein represents and warrants that it has no association with, is not acting on behalf of nor related to the Mortgagor/registered owner of the subject property whose mortgage is in default hereunder, pursuant to which mortgage the Vendor is selling the property under Power of Sale. This representation and warranty shall survive the closing of the within transaction.

16. Where the provisions of this schedule conflict with any terms in the Agreement or Purchase and Sale, the parties agree that the provisions of this schedule shall govern.

17. Acceptance of this offer by either party and communication of same by facsimile transmission shall be binding upon each party as if documents transmitted were original executed documents.

Purchaser

Purchaser