

SCHEDULE 'B'

1. The Buyer hereby acknowledges that if H.S.T. is applicable, it shall be in addition to the purchase price
2. Irrevocable date for seller to consider offers must be 5 days
3. The Buyer hereby acknowledges that they are purchasing the property and all buildings, chattels, fixtures, in as is, where is, condition and understand and accept such. The Seller makes no representations and or warranties whatsoever re the property, zoning, condition, ownership of chattels/fixtures, etc, solar panels (owned by independent third party), status of repair, liens and or encumbrances on the property/premises/chattels/fixtures, taxes, etc., and any rental contracts associated with the property and premises and the Buyer accepts such. Seller shall not be obliged to remove any chattels or fixtures.
4. The Parties to this Agreement acknowledge that the real estate Broker and or Seller so named in this Agreement has recommended that the Buyer(s) obtain independent professional advice prior to signing this document. The Buyer(s) further acknowledge that no information provided by such real estate Broker(s) and or Seller is to be construed as legal, tax or environmental advice.
5. It is further understood that on the date of acceptance of this Offer there is default under the terms of the Charge/Mortgage which entitles the Seller to exercise the Power of Sale. The only evidence of the default which the Buyer may require shall be a statutory declaration by the Seller setting forth the facts entitling the Seller to sell under the Power of Sale, including the particulars of the notice of exercising the Power of Sale, the names of the persons upon whom service of the notice has been effected, and declaring that default under the Charge/Mortgage entitling the Seller to exercise the Power of Sale has continued up to and including the date of acceptance of this Offer and to the time of closing. The Buyer understands and agrees that the Chargor/Mortgagor has the right to redeem the property up to the time of waiver or expiration of all rights of termination or fulfillment of all conditions and this Agreement is subject to that right. In the event of redemption by the Chargor/Mortgagor, this Agreement shall be null and void and any deposit monies paid will be refunded in full without deduction. Where a court of competent jurisdiction prevents the completion of the within sale by an interim, interlocutory or permanent injunction or otherwise, then the Seller (Chargee/Mortgagee) is not obliged to complete the said transaction and the Agreement shall be terminated and the deposit shall be returned to the Buyer in full without deduction. In no event shall the Seller be responsible for any costs, expenses, loss or damages incurred or suffered by the Buyer and the Seller shall not have any further liability to the Buyer whatsoever. Notwithstanding other provisions of this Agreement, the Seller shall not be required either on or before closing to discharge its own Charge/Mortgage or any existing Charges/Mortgages, liens or other encumbrances subsequent in priority to the Seller's Charge/Mortgage, which may be registered against the Property.