

SCHEDULE "A"

PURCHASER(S): _____

VENDOR: THE TORONTO-DOMINION BANK

PROPERTY ADDRESS: _____

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO AND SHALL FORM PART OF ANY AGREEMENT OF PURCHASE AND SALE TO WHICH THIS SCHEDULE IS ATTACHED.

1. WHERE there is any conflict or discrepancy between the terms and conditions in this Schedule and the terms and conditions in the Agreement of Purchase and Sale attached, the terms and conditions in this Schedule shall supercede and apply in place of such other conflicting terms and conditions.
2. OTHER than being required to provide a registerable Transfer of Land/Title, the Vendor shall not be required to produce, and the Purchaser(s) shall not call for the production of, any other documents of any kind (except such as are in the Vendor's physical possession), and without in any way restricting the generality of this, the Vendor shall not be obliged to provide a Survey, Real Property Report, Compliance Certificate or Condominium documentation.
3. THE Purchaser(s) shall not receive, from or on behalf of the Vendor, a Certificate of Exempt Supply of Real Property or any similar assurances with respect to the Goods and Services Tax relating to the property. Any Goods and Services Tax shall be paid by the Purchaser(s).
4. THE Purchaser(s) acknowledges that no representations or warranties whatsoever have been made or are made or given by the Vendor or anyone on its behalf to the Purchaser(s), including, without limiting the generality of the foregoing, representations or warranties as to the condition of the property being conveyed to the Purchaser(s), the absence of Urea Formaldehyde Foam Insulation (UFFI) or the location or compliance of any buildings situate thereon or otherwise. The Purchaser(s) acknowledges that he/she/they have inspected the property and the property shall be conveyed to the Purchaser(s) on a totally "as is, where is" basis. The Purchaser(s) shall also assume all local improvement charges, telephone private line charges, tax levies, gas lines and rural electrification lines, if any.
5. THE Purchaser(s) acknowledges that no chattels are being sold, transferred or conveyed hereunder. The Vendor does not transfer any interest in title to any chattels and does not warrant title to same. Further, the Purchaser(s) acknowledges that the Vendor is not responsible for the removal from the property of any chattels thereon.

Dated

Purchaser

Dated

Purchaser

SCHEDULE "C"

I/We _____ hereby state that I/we am/are not employed by the Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations (the "Bank") nor am I related in any way to solicitors or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am dealing at arm's length with the aforementioned parties.

If the above is not applicable state the nature of relationship with any of the aforementioned parties:

BUYER

DATE
