

SVL.1.2

RICHARD MATHEWS

Future Owners of:
19 WEYBRIDGE COURT
ETOBICOKE, ONTARIO

To whom it may concern,

We are currently engaged in a firm agreement of purchase and sale to acquire the property at 19 Weybridge Court in the city of Etobicoke. Our intentions with this property are to demolish and reconstruct a new home for our family. We expect demolition and construction to begin in late 2019 or early 2020.

Regards,



RICHARD MATHEWS

To Whom it May Concern

I , Walter Creglia, sole owner of 19 Weybridge in Toronto, hereby appoint Fernando Perri, my real estate agent to represent me in the City of Toronto with respect to an Order issued pursuant to section 15.2(2) of the Building Code Act, S.O. 1992, chapter 23 , as amended.

Re: Folder # 16 230315 PRS 00IV

RN 288 153 287 CA

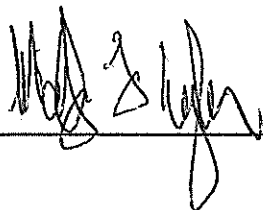
As Mr . Perri will indicate to you, I have sold the property and it has been represented to me that the buyers are going to be demolishing the home, and are going to be constructing a new home, sometime next year.

I have not been well with my health and finances or employment in recent years, ~~so~~ to have been able to maintain the roof in a better state . I did re-shingle the south portion of the roof approximately 5 years ago.

I see no good reason , why in light of the fact that the house will be completely demolished and a new home built , to spend money i do not have on a new roof .

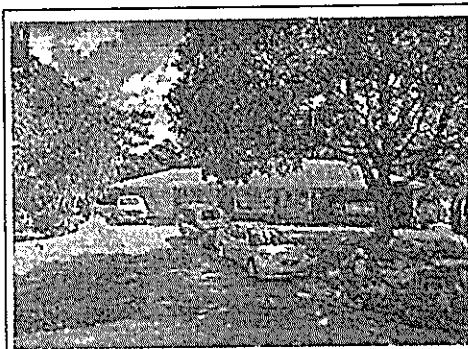
I hope you are understanding in this matter

Respectfully Yours ,



Dec. 10 / 2018

Walter Creglia



19 Weybridge Crt
Toronto Ontario M9B2Y8
 Toronto W08 Princess-Rosethorn Toronto
 Taxes: \$5,608.34 / 2018 For: Sale % Dif: 102
 SPIS: N Last Status: Sld
 Lt 108, Pl 4769; S/T Eb170398; Etobicoke City Of, DOM: 9
 Detached Fronting On: W Rms: 6 + 0
 Link: N Acreage: Bedrooms: 3 + 1
 Bungalow Lot: 50 x 149 Feet Washrms: 2
 Irreg: N 124 Ft; Rear 162 1x4xMain, 1x3xBsmt
 Ft
 Dir/Cross St: Abinger/Princess Margaret

MLS#: W4291906

Seller: Waller Creglia

Occupancy: Owner

PIN#:

ARN#:

Contact After Exp: N

Holdover: 60

Kitchens: 1	Exterior: Brick	Zoning: Residential
Fam Rm: N	Drive: Pvt Double	Cable TV: Hydro:
Basement: Finished	Gar/Gar Spcs: Attached / 2.0	Gas: Phone:
Fireplace/Stv: Y	Drive Pk Spcs: 6	Water: Municipal
Heat: Forced Air / Oil	Tot Pk Spcs: 8.0	Water Supply:
A/C: Central Air	UFFI:	Sewer: Sewers
Central Vac:	Pool: None	Waterfront:
Apx Age:	Prop Feat:	Retirement:
Apx Sqft:		Farm/Agr:
Assessment:		Oth Struct:
POTL:		Spec Deslg: Unknown
Laundry lev:		

#	Room	Level	Length (m)	Width (m)	Description		
1	Living	Ground	5.50	x 4.01	Fireplace	O/Looks Garden	Broadloom
2	Dining	Ground	4.00	x 3.65	Open Concept	O/Looks Garden	Broadloom
3	Kitchen	Ground	3.82	x 3.37	Family Size Kitchen	Sliding Doors	W/O To Deck
4	Master	Ground	4.34	x 3.35	Formal Rm	His/Hers Closets	Broadloom
5	2nd Br	Ground	4.64	x 3.30	Formal Rm	His/Hers Closets	Hardwood Floor
6	3rd Br	Ground	3.36	x 3.20	O/Looks Garden	Hardwood Floor	
7	Family	Bsmt	6.88	x 3.81	W/W Fireplace	Broadloom	
8	Rec	Bsmt	7.13	x 3.79			
9	4th Br	Bsmt	3.52	x 3.17	Ensuite Bath		

Client Remks: Great Lot To Build Your Dream Home . Lot In A Quiet Court Setting. Second Largest Lot On The Court . **Almost 1/4 Acre Lot .

Extras: All Elfs , Oil Burner And Equipment , Central Air.

Brkage Remks: . Offers To Be Considered Nov 8th. Please Register By 6:00Pm, Offers Will Be Reviewed Next Morning . Email All Offers With Form 801 To Perri93@Gmail.Com. 24 Hrs Irrevocable A Must!

List: KELLER WILLIAMS REFERRED REALTY, BROKERAGE Ph: 416-445-8855 Fax: 416-445-4747

FERNANDO PERRI, Broker 416-822-4119 DANIEL PERRI, Salesperson 416-445-8855

Co-Op: RIGHT AT HOME REALTY INC., BROKERAGE

Frank Romita, Salesperson

Contract Date: 11/01/2018

Sold Date: 11/10/2018

Leased Terms:

Expiry Date: 1/31/2019

Closing Date: 1/04/2019

Original: \$899,000

Last Update: 11/14/2018

CB Comm: 2.5%

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 8 day of November, 2018

BUYER, KAROLYN ANNE MAHLER AND RICHARD STUART MATHEWS agrees to purchase from

(Full legal names of all Buyers)

SELLER, Walter Creglia, the following

(Full legal names of all Sellers)

REAL PROPERTY:

Address 19 WEYBRIDGE CRT

fronting on the EAST side of WEYBRIDGE COURT

in the City of Toronto

and having a frontage of 50 FT more or less by a depth of 149 FT more or less

and legally described as Lt 108, Pt 4769; S/T Eb170398; Etobicoke City Of Toronto

(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE:

One million Two Hundred Seventy Five Thousand

Dollars (CDN\$) 1,275,000

Dollars

DEPOSIT: Buyer submits Upon acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand

Dollars (CDN\$) 100,000.00

by negotiable cheque payable to Keller Williams Referred Realty Inc., Brokerage "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B, C attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 11:00 pm on the 8/10th day of November, 2018, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 28th day of February, 2019. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 905-949-9814

(For delivery of Documents to Seller)

FAX No.: 416-862-2360

(For delivery of Documents to Buyer)

Email Address: fernando.perri@sympatico.ca

(For delivery of Documents to Seller)

Email Address: frankromita@gmail.com

(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

All Electrical Lighting and Fixtures

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

hot water tank if a rental

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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- 21
12
RECORDED
February
18
8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 12 day of February, 2018, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Single Family Dwelling) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee selling out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

(Buyer)

(Buyer)

(Seal)

(Seal)

DATE Nov-8-2018

DATE Nov-8-2018

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the Brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

(Seller)

(Seller)

(Seal)

(Seal)

DATE Nov 19 2018

DATE

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4 a.m. on this 10 day of November, 2018.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage KELLER WILLIAMS REFERRED REALTY

Tel.No. (416) 445-8855

FERNANDO PERRI

(Salesperson / Broker Name)

Co-op/Buyer Brokerage RIGHT AT HOME REALTY INC.

Tel.No. (905) 565-9200

FRANK ROMITA

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

DATE Nov 10 / 18

(Seller)

DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Email

Tel.No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer)

DATE Nov-9-201

(Buyer)

DATE Nov-9-201

Address for Service

Tel.No.

Buyer's Lawyer VIVAN LE (Gina Ceci)

Address 21 QUEEN ST E, SUITE 404

Email vivian@ginaceci.com

905-453-3629 EXT 31

Tel.No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all monies received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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WEBForms® Dec/2017

Schedule A

Agreement of Purchase and Sale

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

BUYER, KAROLYN ANNE MAHLER AND RICHARD STUART MATHEWS

SELLER, Walter Creglia, and

for the purchase and sale of 19 WEYBRIDGE CRT

Toronto

M9B 2Y8

dated the 8 day of November

2018

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The Buyer acknowledges that the Seller has received a work order/compliance letter from the City of Toronto to replace the roof which is in extremely poor condition and is leaking inside the home. The Buyer will assume the responsibility of this work order and save the seller harmless from any liability or cost associated with this work order. The Seller shall provide the Buyer with the details of such work order and provide written authority to the buyer to deal with the City department with respect to the matter at the buyer's sole cost.

The Buyer is willing to lease the property back to the seller for \$750 a month plus utilities for a period no longer than November 30th, 2019 if the Seller so wishes. The Seller agrees to vacate the property on or before November 30th, 2019 so the Buyer can take possession of the house and property for their own use.

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

INITIALS OF BUYER(S):

K.A. M. R.S.M.

INITIALS OF SELLER(S):

W.C.

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Schedule B
Agreement of Purchase and Sale

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

BUYER, Karolyn Anne Mahler & Richard Stuart Matthews, and

SELLER, Walter Greglia

for the property known as 19 Wexbridge Court

dated the 8th day of November, 2018

For the purpose of this Agreement, the terms "business days" shall mean any day, other than Saturday, Sunday, or Statutory Holiday in Toronto, Ontario.

All parties in this transaction acknowledge and agree that the Buyer(s)/Tenant(s) or his/her agent must deliver to the Listing Brokerage the above mentioned deposit by certified cheque or bank draft, payable to Keller Williams Referred Realty, Brokerage within 1 banking day of the acceptance of this Agreement.

The Buyer/Tenant acknowledges that the Feature Sheets, Marketing and MLS documents provided by the Listing Brokerage are for information purposes only. The Seller/Landlord and the Listing Brokerage make no representation or warranties regarding their content and no representation or warranties with respect to the fitness, condition, measurements, defects in workmanship, state of repair, zoning or lawful use of the property. The Buyer/Tenant acknowledges that the Buyer/Tenant has relied entirely upon the Buyer's/Tenant's own inspection and investigation with respect to quantity, quality and value of the property.

The Buyer/Tenant and the Seller/Landlord agree that any access visits provided for in this Agreement shall be limited to one (1) hour and that the Buyer/Tenant shall be accompanied during such visits by the Buyer's/Tenant's Broker or Sales Representative and any such requests will only be confirmed after the Agreement is firm.

The Buyer/Tenant agrees and acknowledges that he/she is purchasing the above property, chattels and fixtures in an "As-Is" condition unless otherwise described in this Agreement.

The Seller/Landlord represents and warrants that during the time the Seller/Landlord has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacturing of any illegal substances. This warranty shall survive and not merge on the completion of this transaction.

The Deposit Holder shall place the deposit in an interest bearing statutory Real Estate Trust Account that earns interest at Prime minus 2.25%. The Brokerage calculates and pays interest to the beneficial owner of the trust money minus an Administrative Fee of \$85.00. In the event the interest earned does not exceed \$85.00, such interest will be retained by the Brokerage and the Administrative Fee will not be charged and no statement of accounting will be provided. Where the deposit is from a private individual (not a corporation) no interest will be paid to the individual unless that individual provides the Listing Brokerage with a Social Insurance Number and mailing address for T5 purposes delivered to Keller Williams Referred Realty, 156 Duncan Mill Rd #1, Toronto, ON M3B 3N2, in writing, no less than 10 days prior to the transaction closing.

The Buyer and Seller acknowledge that the types of Representation as defined in the Real Estate Business and Brokers Act 2002, were explained prior to the execution of this Offer and the Confirmation of Co-operation and Representation form has been reviewed and signed by both the Buyer and Seller prior to the presentation of any Offer.

The parties acknowledge that information provided by any real estate salesperson or real estate brokerage shall not be construed as expert legal, construction, tax, zoning, engineering or environmental advice and the parties acknowledge that the salesperson and the brokerage has advised that the parties seek independent professional advice on any of the above matters and concerns.

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

INITIALS OF BUYER(S):

K.A. Mahler
R.S. Matthews

INITIALS OF SELLER(S):

W. Greglia

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

BUYER: Karolyn Anne Mahler and Richard Stuart Matthews, and

SELLER: Walter Gregalia

for the property known as 19 Weybridge Court

dated the 8 day of November, 2018

PERMISSION TO PUBLISH AND DISTRIBUTE SALES INFORMATION

THIS SCHEDULE MUST BE SIGNED BY ALL PARTIES TO THE TRANSACTION

In accordance with the Federal Privacy Act (PIPEDA) all parties to the transaction consent to the publication and distribution of the sale of this property upon acceptance of the Agreement of Purchase and Sale/Agreement to Lease as dated above. The Listing Brokerage, Keller Williams Referred Realty, is authorized to advertise and discuss the sale price with other realtors and the public in the promotion and conduct of their business. Such promotions shall not include mention of the names of the Seller(s)/Landlord(s) or Buyer(s)/Tenants(s), save and except for the listing information published.

Seller/Landlord: Walter Gregalia

Date: Nov 10/18

Seller/Landlord: _____

Date: _____

Buyer/Tenant: Karolyn Anne Mahler

Date: Nov 10/18

Buyer/Tenant: Richard Stuart Matthews

Date: Nov 10/18

Name of Listing Brokerage: Keller Williams Referred Realty

Listing Broker/Authorized Representative: Daniel Perri Date: Nov 10/18

Name of Co-operating Brokerage: Right at Home Realty Inc.

Co-operating Broker/Authorized Representative: Frank Romita Date: Nov 10/18

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

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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