

AGREEMENT OF PURCHASE AND SALE

BUYER, Jason Supinski agrees to purchase from
(Full legal names of all Buyers)

SELLER, The Corporation of the Town of Fort Frances the following
(Full legal names of all Sellers)

REAL PROPERTY (the "Property"):

Address in the Town of Fort Frances, District of Rainy River, Ontario

and legally described as Lot 18 PI 48M357 McIrvine except Pt 2, 48R4436; Town of Fort Frances (PIN 56019-1131)

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE (the "Purchase Price"): One Thousand Four Hundred Fifty Five Dollars and Thirty Cents (\$1,455.30) Cdn.

DEPOSIT:

Buyer submits (upon acceptance.) ... nil ... Dollars Cdn (\$nil)
(Herewith/Upon acceptance)

by negotiable cheque payable to the solicitor for the Seller to be held in trust without interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

Buyer agrees to pay the balance of the Purchase Price (if any) to the Seller on closing subject to increase or decrease by virtue of adjustments (if any).

1. **COMPLETION DATE:** This Agreement shall be completed on or before 4:30 p.m. November 19, 2015 (herein sometimes referred to as the "closing date" or the "completion date"). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.
2. **FIXTURES EXCLUDED:** None; the Property consists of unserviced vacant land.
3. **CHATTELS INCLUDED:** None.
4. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: None.
5. **FACSIMILE/EMAIL:** This Agreement may be accepted and/or amended by facsimile or scanned electronic transmission, and any amendments and/or signatures and/or initials, and/or otherwise done by or via facsimile or scanned email transmission shall be good and valid as if original.

6. **HST:** The Purchase Price does not include Harmonized Sales Tax ("HST") and, if this transaction is subject to HST, then applicable HST shall be in addition to the Purchase Price, and HST shall be collected and remitted in accordance with the applicable legislation, provided that no HST will be collected if Buyer is an HST registrant and agrees to self-assess for any such exigible amount and provides the Seller with an undertaking and indemnity to this effect in form and substance satisfactory to Seller.
7. **TITLE SEARCH:** Buyer shall be allowed until November 15, 2015 (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, that its present use may be lawfully continued and that the principal building (if any) 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.
8. **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.
9. **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 present use of the Property. If within the specified times referred to in paragraph 7 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 (if any) 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 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 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.

10. **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 form of which is as 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.
11. **DOCUMENTS:** 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 setting 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.
12. **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.

13. **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.
14. **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 his expense to obtain any necessary consent by completion.
15. **DOCUMENT PREPARATION:** The Transfer/Deed shall be prepared in registrable form at the expense of Buyer, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the 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 (the "Planning Act").
16. **RESIDENCY:** 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 or a statutory declaration that Seller is not then a non-resident of Canada.
17. **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.
18. **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 their respective lawyers who may be specifically authorized in that regard.
19. **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 may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company or Credit Union.

20. **AS IS AND SERVICES:** The Buyer hereby acknowledges, understands, and agrees that:
- (a) the Property is unserviced vacant land, and that Buyer is purchasing the Property on an "as is" basis, without representation or warranty of any kind whatsoever from the Seller as to fitness or condition (environmental or otherwise); and
 - (b) the Property does not have frontage on a publically maintained road and is not eligible for a building permit; and
 - (c) municipal services are not available to or for the Property.
21. **SELLER'S LEGAL FEES:** The Buyer shall pay and be responsible for the Seller's legal costs and expenses in relation to the preparation of this Agreement and the purchase and sale of the Property (which shall include, without limitation, all legal fees and disbursements and, in addition, all HST thereon).
22. **SURVEY AND RELATED COSTS:** The Buyer shall pay and be responsible for all costs associated with the transfer of the Property, including, without limitation, the cost of any surveys and reference plans and/or any similar and/or related documentation and things which may be necessary therefor.
23. **CONSOLIDATION:** The Buyer shall, at his sole cost and expense, do any and all things necessary to consolidate and deem the Property, and any and all lands and premises belonging to the Buyer abutting or adjacent to the Property (any and all lands and premises of the Buyer abutting or adjacent to the Property are herein sometimes referred to collectively as "Abutting Property"), to be one lot or property of record, such that all the Buyer's lands and premises (including, without limitation, the Property) in the Seller's Municipal Industrial Park area shall be and be deemed to be, for Planning Act purposes, abutting lands within the meaning of section 50(3) of the Planning Act. Further, it is acknowledged and agreed that the Seller municipality is entitled, under section 50(4) of the Planning Act, to, by by-law (herein sometimes referred to as a "Designating By-law") designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for purposes of section 50(3) of the Planning Act, and that the Seller will be enacting such a Designating By-law in respect of the Property and any and all Abutting Property. The Buyer shall and does hereby agree that the Buyer shall pay and be responsible for any and all costs of the Seller municipality for and in respect of preparing, enacting, and otherwise such Designating By-law and the preparation and registration against title to the Property and any and all Abutting Property, of a notice and/or other document and/or otherwise, with respect thereto and/or as evidence of same and/or such restriction.

In particular, but without limitation, it is understood and agreed by the Buyer that this paragraph 23 of this Agreement and the obligations of the Buyer therein:

- (a) shall not merge in the closing of the purchase and sale transaction hereby provided for, nor in the conveyance of ownership of the Property by the Seller, but shall, notwithstanding the closing and/or any investigation by the Buyer, remain in full force and effect subsequent to the closing date; and
- (b) are and shall be applicable, and it is understood and agreed that same shall affect, any and all Abutting Property of the Buyer whether now owned by the Buyer or acquired by the Buyer at any time hereafter. Accordingly, for example, but without limitation, the Buyer warrants and represents that the Buyer is currently renting Pcl 25-1 Sec 48M357; Pt Lt 25 Pl 48M357 Melvine Pt 1 & 2 48R3491; s/t ROW over Pt 2 48R3491 & t/w ROW over Pt 3 48R3491 as in A61879; Fort Frances (PIN 56019-0525, herein sometimes referred to as "One Abutting Property") from the current owner thereof with the right or option to purchase or otherwise acquire the One Abutting Property by Buyer. The Buyer shall ensure Buyer notifies the Seller forthwith upon the Buyer acquiring the One Abutting Property, and Buyer specifically agrees, warrants, and represents, that Buyer shall not structure Buyer's affairs or the acquisition of the One Abutting Property to avoid the effect or applicability of the provisions hereof, for example, but without limitation, by attempting to acquire or acquiring the One Abutting Property in or through another person or other entity such as a corporation or otherwise, or by putting or cause to be put the One Abutting Property into the name of a person or entity other than the Buyer.

24. SEVERABLE AND SEPARATE:

- (a) Every provision of this Agreement is intended to be severable. If any term or provision of it is unenforceable, illegal and/or invalid for any reason, the unenforceability, illegality and/or invalidity shall not affect the validity of the remainder of this Agreement.
- (b) If any provision of any statute of any jurisdiction invalidates or voids this Agreement or any amendments to it, it is the intention of the parties that each provision of this Agreement or any amendments to it shall be construed as a separate contract under ordinary contract law and enforceable as such.

25. COUNTERPARTS: This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

26. SURVIVAL: It is covenanted and agreed by and between the Buyer and Seller that this Agreement and the terms, conditions, covenants, agreements, and provisions herein contained and/or contained in any documents to be delivered by either of the parties on closing, and the warranties and representations contained herein and/or

contained in any documents to be delivered on closing, shall not merge in the closing of the purchase and sale transaction hereby provided for, nor in the conveyance of ownership of the Property by the Seller, but shall, notwithstanding the closing and/or any investigation by the Buyer, remain in full force and effect subsequent to the closing date.

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

Dated at Fort Frances, Ontario this _____ day of November, 2015.

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

SIGNED, SEALED AND DELIVERED

_____	_____ * Date _____
Witness	Jason Supinski - Buyer

Dated at Fort Frances, Ontario, this _____ day of November, 2015.

IN WITNESS whereof the Seller has executed this Agreement.

The Corporation of the Town of Fort Frances
(Seller)

per: _____ * Date _____
Roy Avis, Mayor

per: _____ * Date _____
Elizabeth Slomke, Clerk