

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

The Corporation of the Town of Fort Frances
(the "Town")

- and -

Fort Frances Community Clinic Inc.
(the "Purchaser")

WHEREAS:

- A. The Town is the registered owner of the property (the "Property") legally described as Part of Lot 240, Town Plot of Alberton Part 1, Plan 48R4544; Town of Fort Frances (PIN 56018-2288), and Lot 241 Town Plot Alberton Part 2 48R4544; Town of Fort Frances (PIN 56018-0124);
- B. The Town purchased the Property from Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services (herein, "Her Majesty") pursuant and subject to the terms, conditions, and provisions of the agreement of purchase and sale (the "Town Purchase Agreement") attached to and forming part of this Agreement (as Agreement is defined in paragraph 1 hereof) as **Schedule 1**, as amended by amending agreement (the "Town Purchase Amending Agreement") attached to and forming part of this Agreement as **Schedule 2**;
- C. The Town Purchase Agreement and the Town Purchase Amending Agreement are collectively in this Agreement referred to as the "Town APS"); and
- D. The Purchaser has offered to purchase the Property from the Town and the Town has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Purchaser (collectively, the "Parties", individually a "Party") agree as follows:

Definitions

1. In this Agreement:

- (a) "Agreement" means collectively, this agreement of purchase and sale, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement;
- (b) "Applicable Laws" means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations;
- (c) "Authority" or "Authorities" means any governmental or quasi-governmental authority, regulatory authority, government department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof;
- (d) "Business Day" means any day on which the Government of Ontario normally conducts business;
- (e) "Completion" or "Closing" means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the Closing documents in accordance with the provisions of this Agreement;

- (f) "Completion Date" or "Closing Date" means on or before 4:30 p.m. on April 30, 2020, or such other date as the Parties may in writing agree;
- (g) "Contaminant" has, for the purposes of this Agreement, the same meaning as that contained in the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and Climate Change and/or the Ministry of Labour;
- (h) "Date of Acceptance" means the date the Town approves and accepts this Agreement;
- (i) "Environmental Law" means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements;
- (j) "Hazardous Substances" includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law;
- (k) "HST" has the meaning ascribed to it in paragraph 3 of this Agreement;
- (l) "Improvements" means, individually or collectively, as the context requires, all buildings, structures, and improvements located on, upon or under the Property, including, without limitation, any paved or concrete surface and/or any other thing therein or thereunder;
- (m) "Land Use Regulations" means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing official plans, zoning by-laws and zoning orders;
- (n) "Municipality" means the municipality where the Property is located;
- (o) "Participation Agreement" means the Participation Agreement as defined in section 16.01 of the Town Purchase Agreement, and as entered into by the Town pursuant to the Town APS as referred to in Schedule 1;
- (p) "Assignment and Assumption of Participation Agreement" means the agreement and assumption of Participation Agreement attached to and forming part of this Agreement as **Schedule 3** (it being understood by the Parties, however, that, in and for purposes of this Agreement only, the Schedule A referred to in the Assignment and Assumption of Participation Agreement has not been appended to and as part of said Schedule 3 for reasons of brevity only, to avoid extreme duplication);

- (q) "Permitted Encumbrances" means, collectively, the encumbrances listed in **Schedule 4** and any encumbrances created under the terms of this Agreement;
- (r) "Sale Approval" means:
 - (i) the consent of Her Majesty to the Transaction contemplated in and by this Agreement without the imposition of conditions or otherwise that the Town may or does find, in the Town's sole and unfettered discretion, objectionable; and
 - (ii) Her Majesty having executed any and all documentation required for all purposes of the Transaction, including, without limitation, the Assignment and Assumption of Participation Agreement;
- (s) "Tenancy Agreements" means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and are listed in Schedule 4 of this Agreement; and
- (t) "Transaction" means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.

Agreement of Purchase and Sale

2. The Town agrees to sell, transfer and assign to the Purchaser all of the right, title and interest of the Town in the Property and the Purchaser agrees to purchase, acquire and assume the Property from the Town for the purchase price (the "Purchase Price") of \$15,700.00, which Purchase Price shall be paid by the Purchaser to the Town for the Property, exclusive of HST and subject to adjustments, on the Completion Date.

Harmonized Sales Tax

3. The Purchase Price of the Property does not include the Harmonized Sales Tax ("HST") payable by the Purchaser in respect of the purchase of the Property pursuant to the Excise Tax Act, R.S.C. 1985, c. E.15 (Canada) (the "Act"). Subject to paragraph 4 of this Agreement, the Purchaser agrees to pay to the Town, on the Completion Date, as a condition of completion of this Transaction, by certified cheque or bank draft, all HST payable as a result of this Transaction in accordance with the Act.
4. Notwithstanding paragraph 3 above, the Town will not collect HST from the Purchaser in this Transaction if, on Completion, the Purchaser is registered under the Act and in that event, the Purchaser shall:
 - (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the Act; and
 - (b) provide to the Town, on the Completion Date, a certificate confirming that: the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, and that the Purchaser shall self-assess for any such exigible HST amount, and, in addition, an indemnity in favour of the Town for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Town as a result of the Town's failure to collect HST from the Purchaser on the Completion Date, such certificate and indemnity to be in the form attached to and forming part of this Agreement as **Schedule 5**

failing which the Purchaser shall pay to the Town on Completion the HST payable by the Purchaser with respect to this Transaction and the Town shall remit such HST.

5. Paragraphs 3 and 4 inclusive of this Agreement and the obligations of the Purchaser provided for therein shall not merge but shall survive the Completion Date and shall be continuing obligations of the Purchaser.

"As is, Where is" and Environmental Indemnity

6. The Purchaser acknowledges and agrees that:
 - (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Town or any other person on behalf of, or at the direction of, the Town in connection therewith;
 - (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any Improvements thereon in an "As Is, Where Is" condition. The term "As Is, Where Is" means in its condition or state on the date of Completion without any agreement, representation, or warranty of any kind whatsoever, either express or implied on the part of the Town or any other person, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Property, suitability for development, physical characteristics, profitability, the condition of any Improvements in and on the Property (if any), or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser's intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property; and
 - (c) the Town shall have no obligations or responsibility to the Purchaser after Completion with respect to any matter relating to the Property or the condition or state thereof.

Without limiting the foregoing, the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Town to make, prior to completion of this Transaction, any applications to the Municipality or any governmental Authority for changes or variances to the uses currently permitted on the Property, including without limitation changes or variances to official plans and/or zoning by-laws applicable to the Property.

The provisions of this paragraph 6 shall survive and not merge on Completion.

7. The Town agrees to provide to the Purchaser, within 5 days of the date of the execution by the Town of this Agreement, the document (the "Document") listed in **Schedule 6**. The Purchaser acknowledges and agrees that:
 - (a) the Document is being provided to the Purchaser for informational purposes only and the Town makes no representations or warranties whatsoever with respect to the content, completeness, accuracy, or otherwise of the

Document, or the environmental or any other condition of the Property;

- (b) the Town shall not be liable to the Purchaser, its agents, employees, lending institution, or otherwise in any way for any error, omission or inaccuracy contained in the Document; and
 - (c) as of the Completion Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Document or have or could have been discovered by Purchaser in the course of its due diligence or other investigations or inspections of the Property or otherwise.
8. The Purchaser covenants and agrees that the Document provided by the Town and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("Purchaser's Reports") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Document, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Town, and the Purchaser shall refuse all requests for such Document, Purchaser's Reports and/or information in the absence of the Town's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser shall promptly return the Document to the Town and, in addition thereto, provide the Town with all Purchaser's Reports without keeping copies. The Purchaser shall deliver to the Town forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.
9. The Purchaser shall, on Completion, be conclusively deemed to accept the Property in its As Is, Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date (as Requisition Date is defined in paragraph 27 hereof), and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Town including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
10. As an inducement to, and as further consideration for, the Town agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, the Purchaser covenants and agrees that, effective as of the Completion Date, the Purchaser shall forever release and covenant not to sue the Town and its affiliates, subsidiaries, related legal entities, employees, Councillors, directors, officers, appointees, and/or other representatives with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Document, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or

death, property damage, statutory claims under Environmental Laws and claims for contribution.

11. The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Town and its affiliates, subsidiaries, related legal entities, employees, Councillors, directors, officers, appointees, and/or other representatives from any and all costs (including, without limitation, and all legal, consultant and witness costs and fees on a full indemnity basis), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on, or under the Property, the Improvements in and on the Property, or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision or Authority because of the presence of Hazardous Substances or Contaminants, in, on, or under the Property, the Improvements or any environmental medium, structure or paved surface or emanating therefrom.
12. The Purchaser agrees to execute and provide to the Town at the time of Completion such further documentation of and as to the agreements herein contained as requested by the Town, including, but not limited to, an agreement in the form attached to and forming part of this Agreement as **Schedule 7** whereby the Purchaser shall reaffirm the release, covenant not to sue, and indemnifications regarding the condition of the Property and environmental matters set forth in this Agreement. Notwithstanding the foregoing, the release, covenant not to sue, and indemnifications set forth in this Agreement shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and Purchaser shall be bound by them, regardless of whether or not Purchaser executes any separate instrument at the time of Completion.
13. Paragraphs 6 to 13 inclusive of this Agreement and the obligations of the Purchaser provided for therein shall not merge but shall survive the Completion Date and shall be continuing obligations of the Purchaser.

Town's Obligation to Complete

14. The obligation of the Town to complete the Transaction is conditional upon fulfilment of each of the following conditions on or before the Completion Date or any earlier date or time specified in this Agreement:
 - (a) the Town shall have obtained the Sale Approval pursuant to paragraph 17 of this Agreement;
 - (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (c) the representations and warranties of the Purchaser set forth in this

Agreement shall be true and accurate in all material respects as if made as of the Completion Date; and

- (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Town in accordance with this Agreement.
- 15. The conditions set forth in paragraph 14 of this Agreement are for the sole benefit of the Town and may be waived in whole or in part by the Town, or by its solicitors on its behalf, in the sole and absolute discretion of the Town by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Town to complete this Agreement on the Completion Date.
- 16. If a condition set forth in paragraph 14 of this Agreement is not fulfilled within the applicable time period, if any, and the Town fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on Completion in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Town's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and:
 - (a) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in paragraph 14(a) of this Agreement, neither the Town nor the Purchaser shall be liable to the other for any loss, costs or damages; and
 - (b) in the event the Agreement is terminated as a result of the non-fulfilment of any of the conditions set forth in paragraph 14(b), 14(c), and 14(d) of this Agreement, the Town shall be entitled to any and all rights and remedies available to it in law or equity arising from the Purchaser's default therein.

Conditions

- 17. The obligation of the Town to complete the Transaction is conditional upon fulfilment of the following conditions:
 - (a) that on or before the Completion Date, the Town shall have obtained the Sale Approval, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld; and
 - (b) that on or before the Completion Date, the Purchaser shall have done such things and executed any and all documents (including, without limitation, the Participation and Assignment Agreement) as required by, this Agreement and/or Her Majesty and/or any other Authority.
- 18. The Purchaser agrees that should the Town be unable to satisfy the condition set out in paragraph 17(a) of this Agreement on or before the Completion Date, then the Town may, at its option and in its sole discretion, extend the Completion Date for an additional 90 days by notice in writing to the Purchaser given on or before the Completion Date.
- 19. The Purchaser acknowledges that any Sale Approval that the Town obtains with respect to the Property may be subject to the limitations stated therein, including but not limited to a limitation that such approval shall be valid for a specified period of time from the date of such Sale Approval (the "Approval Term"), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the "Expiry Date"), or on such date that such other limitation(s), if any, is/are not met and satisfied. In the event that the Town shall have obtained a Sale

Approval for the Property in satisfaction of the condition set out in paragraph 17(a) of this Agreement, and in the event that the completion of the Transaction has not occurred on or before the Expiry Date set out in such Sale Approval or such date that such other limitation(s), if any, is/are not met and satisfied, notwithstanding any waiver of the or any condition set out in paragraph 17(a) of this Agreement, this Agreement shall then be null and void, and neither the Town nor the Purchaser shall be liable to the other for any loss, costs or damages.

Risk

20. From and including the Completion Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall and does hereby accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Completion Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under, or near the Property existing as of the Completion Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any governing Authority.

Town's Warranties, Representations, and Covenants

21. The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by the Town under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Town delivers on Completion the prescribed certificate or a statutory declaration that Town is not then a non-resident of Canada.
22. Any information provided by the Town or its agents, authorized representatives, or otherwise, including, without limitation, the Document, and any comments made by the Town, its employees, officers, directors, appointees, agents, consultants, representatives, and/or otherwise are for the assistance of the Purchaser in allowing it to make its own inquiries. The Town makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Document or any other information it has provided to the Purchaser.

Purchaser's Warranties, Representations, and Covenants

23. The Purchaser shall accept possession of the Property on the Completion Date in an As Is, Where Is condition, subject to the Permitted Encumbrances.
24. As of the Completion Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Town shall have no further responsibility whatsoever therefor.
25. Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Town with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Town may have entered into concerning the Property prior to the Completion Date.
26. On the Completion Date, the Purchaser will execute and deliver an Acknowledgement and Indemnity in form attached to and forming part of this Agreement as **Schedule 8** accepting, assuming and indemnifying the Town with respect to all such matters referred to in paragraphs 23 through 25 inclusive of this Agreement.

Title

27. The Purchaser shall have until the day which is 7 days before the Completion Date (the "Requisition Date") to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to 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 of the Town.
28. On the Completion Date, the Purchaser shall accept title to the Property in an As Is, Where Is condition and subject to the following:
 - (a) the Land Use Regulations; and
 - (b) the Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Town shall not be required to provide any evidence of compliance with same.

29. If, prior to the expiry of the Requisition Date, the Purchaser furnishes the Town in writing with a valid objection to title which the Town is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection and the Town shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise of this Agreement.
30. The Town hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Town agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by others.

No Assignment

31. The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, or direct title to the Property, without, in each instance, obtaining the prior written consent of the Town, which consent may be arbitrarily and unreasonably withheld.
32. If the Town consents to an assignment of this Agreement to a third party (the "Assignee"), the Purchaser shall cause the Assignee and the Purchaser to covenant in writing in favour of the Town to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.

Participation Agreement

33. The Purchaser shall, on or before the Completion Date, execute and provide to the Town and to Her Majesty, the Assignment and Assumption of Participation Agreement and such other documents in respect thereof or related thereto as the Town and/or Her Majesty may require.
34. As of the Completion Date, the Purchaser hereby assumes all obligations of the Town in, under, and pursuant to the Participation Agreement, which are to be observed or performed and shall be responsible for all obligations of the Town under the Participation Agreement whether or not such obligations arose prior to the Completion Date (which obligations are herein called the "Participation Agreement Assumed Obligations") and covenants and agrees with the Town that from and

including the Completion Date, the Purchaser will observe and perform all Participation Agreement Assumed Obligations whether or not such obligations arose prior to the Completion Date, including making all payments or otherwise performing all obligations of the Town in accordance with the provisions of the Participation Agreement. The Purchaser hereby acknowledges that all representations, warranties, and covenants provided for in paragraphs 33 and 34 of this Agreement shall survive Closing, and agrees to indemnify the Town and its successors, administrators, permitted assigns, directors, Councillors, officers, employees, agents, servants, representatives, appointees, affiliates, subsidiaries, related legal entities, and all others for whom the Town is or may be responsible in law, from and against all loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising from or connected with the Participation Agreement and/or the assignment thereof to the Purchaser.

Preparation of Transfer/Deed Documents and Fees/Costs

35. The Transfer/Deed of the Property and the Affidavit of Residence and Value of the Consideration will be prepared by the Purchaser.
36. The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of land transfer tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property.
37. All legal and other costs (including, without limitation, all applicable disbursements and taxes and any costs or expenses as may be requested by or required to be paid to Her Majesty), incurred by the Town with respect to or in any way related to this Agreement, the Transaction, and/or completion of the Transaction shall be paid by the Purchaser to the Town (including, without limitation, any and all legal costs and applicable taxes, all on a full indemnity basis). Such of such costs as are incurred prior to and including the Completion Date shall be treated as an adjustment to the Purchase Price in the Town's favour in accordance with paragraph 40 of this Agreement.
38. The Purchaser shall, in addition, pay to the Town:
 - (a) the sum of \$10,000.00 in respect of, and in reimbursement for, the cost and expense (of a reference plan of survey) paid by the Town to Her Majesty on the purchase of the Property by the Town from Her Majesty; and
 - (b) the sum of \$950.00 in respect of snowplowing costs incurred by the Town since the date of the Town's purchase of the Property from Her Majesty.

Such costs, including, without limitation, all applicable disbursements and taxes, shall be treated as an adjustment to the Purchase Price in the Town's favour in accordance with paragraph 40 of this Agreement.

Tender

39. Any tender of money or documents pursuant to this Agreement may be made on the Town or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Town and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the Party tendering has completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering Party's solicitor without the cooperation or participation of the other Party's solicitor, and specifically when the tendering Party's solicitor has electronically "signed" the Transfer/Deed of Land and

any other Closing document, if any, to be electronically registered for completeness and granted access to the other Party's solicitors to same, but without the necessity for the tendering Party's solicitor actually releasing such documents to the other Party's solicitor for registration.

Adjustments

40. Adjustments between the Town and the Purchaser shall be made on the Completion Date for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property. Such adjustments shall be made on the basis that, subject to and except as otherwise provided for in this Agreement (including, without limitation, paragraphs 6 to 13 inclusive, paragraph 37, and as elsewhere provided for in this Agreement):
 - (a) the Town shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Completion Date; and
 - (b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Completion Date.
41. Any adjustments that cannot be determined on the Completion Date shall be determined by the Parties as soon after the Completion Date as is reasonably possible. Any amounts payable by one Party to the other, as determined by the Parties, acting reasonably, shall be paid within 10 days of the request for such payment. On the Completion Date, the Town and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.
42. All adjustments to be made under paragraph 40 of this Agreement shall be completed on or before the date which is no later than 6 months from the Completion Date and no re-adjustment may be made by either Party thereafter.

Electronic Registration

43. Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4, and the Electronic Registration Act, S.O. 1991, c.44, and any amendments thereto, the Town and Purchaser acknowledge and agree that the exchange of Closing funds, non-registrable documents and other Completion deliverables provided for herein and the release thereof to the Town and Purchaser 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 Completion deliverables will be required to hold same in escrow 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.

Completion Deliverables

44. Subject to the provisions of this Agreement, the Town covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser's solicitors on or before the Completion Date, each of the following:
 - (a) possession of the Property in an As Is, Where Is condition, subject to the

rights of others as set out in the Permitted Encumbrances;

- (b) an assignment of the Permitted Encumbrances, as applicable;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) a direction regarding the payment of funds;
- (e) statement of adjustments; and
- (f) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

45. Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Town or the Town's solicitors on or before the Completion Date each of the following:

- (a) a certified cheque or bank draft for the balance of the Purchase Price due on the Completion Date;
- (b) a direction as to title;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) Assignment and Assumption of Participation Agreement in the form attached as Schedule 3;
- (e) HST Declaration and Indemnity in the form attached as Schedule 5;
- (f) Environmental Indemnity and Covenant Not to Sue in the form attached as Schedule 7;
- (g) Acknowledgement and Indemnity in the form attached Schedule 8;
- (h) Assignment and Assumption of the Permitted Encumbrances in the form attached to and forming part of this Agreement as **Schedule 9**; and
- (i) such other deeds, conveyances, resolutions and other documents as the Town or its solicitors may reasonably require in order to implement the intent of this Agreement.

Notice

46. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier, facsimile, or scanned electronic transmission addressed:

to the Town at:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Attention: Town Clerk

Facsimile: 807-274-8479
Email: Islomke@fortfrances.ca

and to the Purchaser at:

Fort Frances Community Clinic Inc.
301 Victoria Avenue
Fort Frances, Ontario
P9A 2C1

Attention: Executive Director

Facsimile: 807-274-7875
Email: gyerxa@ffht.ca

or at such other addresses as the Town and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or email, or, if mailed, 3 after the same is mailed. Any Party may, at any time by notice given in writing to the other Party, change the address for service of notice on it.

Confidentiality

47. The Parties agree to take all necessary precautions to maintain the confidentiality of this Agreement, however, the Purchaser acknowledges that this Agreement and any information or documents that are provided to the Town may be released pursuant to the provisions of various legislative and other enactments in respect of freedom of information and otherwise. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
48. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers, authorized representatives, and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Town and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers, authorized representatives, and its financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Town pursuant to this Agreement, without first obtaining the prior written consent of the Town for such disclosure or use and in the event of termination of this Agreement, the Purchaser shall be responsible for returning all such documentation and information to the Town without making or keeping copies.

General

49. Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Town and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.
50. This Agreement shall be binding upon, and enure to the benefit of, the Town and the Purchaser and their respective successors and permitted assigns. The Town and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Town and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive

Completion and remain in full force and effect and be binding upon the Parties, save and except as may be otherwise expressly provided for in this Agreement.

51. Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
52. The headings, subheadings and clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
53. References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted, and/or consolidated from time to time and any successor statute thereto.
54. Every provision of this Agreement by which the Purchaser is obligated in any way shall be deemed to include the words "at the expense of the Purchaser" (including, without limitation, the payment of any applicable taxes (including HST)) unless the context or provision otherwise requires.
55. This Agreement constitutes the entire agreement between the Parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties hereto.
56. This Agreement and the rights and obligations of the Town and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
57. Wherever this Agreement makes reference to a requirement for the consent or approval of the Town, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Town.
58. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
59. If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
60. Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
61. 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.
62. Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both Parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

63. Signature of this Agreement by the Purchaser and the submission thereof to the Town constitutes an offer under seal, which is irrevocable for 10 days from the date it is submitted to the Town and open for acceptance by the Town during said 10 day period, subject to an extension for a further period up to 10 days at the sole discretion of the Town. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile transmission, including facsimile signature. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Town.

OFFERED by the Purchaser this 17th day of January, 2020

Fort Frances Community Clinic Inc.

per: 

Name: John McTaggart
Title: Chair

per: 

Name: Gerri Yerxa
Title: Executive Director

I/we have authority to bind the Corporation

ACCEPTED by the Town this 19th day of February, 2020

The Corporation of the Town of Fort Frances

per: 

Name: June Caul
Title: Mayor

per: 

Name: Elizabeth Slomke
Title: Clerk

I/we have authority to bind the Corporation