

Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this day of May, 2018.

BUYER, ... 1995031 Ontario Ltd., agrees to purchase from
(Full legal names of all Buyers)

SELLER, ... The Corporation of the Town of Fort Frances (the "Seller" or the "Town"), the
following **REAL PROPERTY** (the "Property"):

Address not municipally assigned, legally described as Pcl 11-1 Sec SM129; Lt 12 PL SM129 Mclrvine; Lt 13 PL SM129 Mclrvine; Lt 14 PL SM129 Mclrvine; Pt Lt 11 PL SM129 Mclrvine being the Sly 17 ft; Pt Lane PL SM129 Mclrvine Closed by FF1408 abutting the Sly 17 ft of Lt 11, and Lots 12, 13 and 14 and the E Limit of Lt 15, PL SM129; Fort Frances (PIN 56017-0427).

PURCHASE PRICE (the "Purchase Price"): One Hundred Ninety Three Thousand Five Hundred Dollars (CDN\$) \$193,500.00.

DEPOSIT: Buyer submits Upon Acceptance One Thousand Dollars (CDN\$) \$1,000.00 by negotiable cheque payable to the Town to be held by the Town pending completion or other termination of this Agreement and to, subject to the terms and conditions contained in this Agreement of Purchase and Sale (the "Agreement"), 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 Town within 24 hours of the acceptance by the Seller of this Agreement. The parties to this Agreement hereby acknowledge and agree that no interest shall be paid to or for the benefit of the Buyer on such deposit.

Buyer agrees to pay the balance of the Purchase Price to the Seller on the completion date, subject to any increase or decrease by virtue of adjustments (if any), in accordance with and as set out in Schedule A ("Schedule A") attached to and forming part of this Agreement.

Notwithstanding anything contained in this Agreement, this Agreement is subject to the terms and conditions set out in Schedule A attached to and forming part of this Agreement. In the event of any inconsistency between the terms of Schedule A and the body of this Agreement, the terms of Schedule A shall govern.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 5pm on the 29th day of May, 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 4:00 p.m. on or before the 31st day of May, 2018 (herein sometimes referred to as the "completion date" or the "closing date"). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.
3. **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.: 807-274-8479 Fax No.:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: ... Islomke@fortfrances.ca... Email Address: ... janbeazley@gmail.com

(For delivery of Documents to Seller)

(For delivery of Documents to Buyer)

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



4. **CHATELS INCLUDED:** none, vacant land

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:** There are no fixtures, the Property is vacant land

6. **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: not applicable, vacant land

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 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 provides to the Seller, on or before closing, a warranty that the Buyer is registered under the Excise Tax Act ("ETA") together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form, and an undertaking and indemnity in favour of the Seller in respect of any HST payable in form and substance satisfactory to Buyer. The foregoing warranty shall not merge but shall survive the closing of the transaction contemplated in and by this Agreement.

8. **TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on May 29, 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 the property may be used for and zoned to permit the use of the property for multi-unit residential condominium housing. 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 (Seller and Buyer are herein sometimes collectively referred to as the "Parties") 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 is made in writing to Seller or to the fact the Property may not be used for and zoned to permit the use of the Property for multi-unit residential condominium housing, and which Seller is unable or unwilling to remove, remedy, or satisfy 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 root of title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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 L.4 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 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.
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.
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 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. 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 and any amendments thereto.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



17. **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.
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 and any amendments thereto unless Seller's spouse has executed the consent hereinafter provided.
23. **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.
24. **AGREEMENT IN WRITING:** 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.
25. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.
26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal:

in the presence of:

1995031 Ontario Ltd.

(Witness) per _____ * DATE _____
Grace A. Cridland, President (Seal)

(Witness) per _____ * DATE _____
Janice D. Beazley, Secretary (Seal)

I/We have authority to bind the Corporation

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



I, the Undersigned Seller, agree to the above offer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal:
in the presence of:

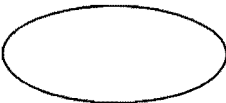
The Corporation of the Town of Fort Frances

(Witness) per: _____ * DATE _____
R. Avis, Mayor (Seal)

(Witness) per: _____ * DATE _____
E. Slomke, Clerk (Seal)

I/We have authority to bind the corporation.

INITIALS OF BUYER(S):



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Schedule A

This Schedule A is attached to and forms part of the Agreement of Purchase and Sale between **BUYER**, 1995031 Ontario Ltd., and **SELLER**, The Corporation of the Town of Fort Frances.

1. Buyer shall pay the balance of the Purchase Price on the closing date to the Seller's lawyer by bank draft or certified cheque drawn on Buyer's lawyer's trust account.
2. Notwithstanding anything contained in this Agreement, it is understood and agreed by Buyer and Seller as follows:

(a) Buyer acknowledges and agrees that 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);

(b) Buyer acknowledges and agrees that the Property is within an area of the Town that is subject to site plan control, and, further, that development of the Property will be subject to a site plan control agreement (the "Site Plan Agreement"), all as may be required and satisfactory to the Town;

(c) Buyer covenants and undertakes:

(i) that Buyer shall, forthwith upon completion of the purchase and sale transaction contemplated in and by this Agreement, make application for building and other permits (collectively, the "Permits") and enter into a Site Plan Agreement as may be required by the Seller for the construction ("Construction"), in and on the Property, of the buildings and improvements (collectively, the "Development") shown generally on the site plan (the "Site Plan") attached to and forming part of this Agreement as **Schedule B**, and submit such plans and specifications (which plans and specifications must comply with the Ontario Building Code) as required therefor; and

(ii) that Buyer shall commence Construction (in accordance with the Permits, the Site Plan, and Site Plan Agreement), of the Development in and on the Property within 12 months of the date of this Agreement (or such other later date as both parties may agree in writing)

all of which undertakings shall survive and 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 any investigation by the Buyer, remain in full force and effect subsequent to the completion date;

(d) If the Buyer fails to fulfill the Buyer's obligations as set out in paragraph 3(c) of this Schedule A, then, notwithstanding the transfer of the Property to the Buyer or otherwise, and in addition to any other rights and remedies of or available to the Seller and whether by law, statute, equity, or otherwise, it is understood and agreed that the Buyer shall at Seller's option, within 90 days of receiving notice ("Notice") from the Seller to do so, transfer ("Transfer"), at no cost or expense to the Seller, the Property to the Seller free and clear of all registered charges, liens, and encumbrances whatsoever (except for any charges or encumbrances registered by or in favour of the Seller), and Seller agrees to pay to the Buyer the sum of \$193,500.00 for and in respect of such Transfer of the Property to the Seller, and no more, notwithstanding any monies spent or things, work, or improvements, or otherwise done or made by the Buyer or anyone else in or to the Property or otherwise (any and all such any monies spent or things, work, or improvements, or otherwise done

INITIALS OF BUYER(S):

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or made by the Buyer or anyone else in or to the Property or otherwise are herein sometimes collectively referred to as "Improvements") . Neither any Improvements nor any cost or expense therefor or otherwise shall be nor need to be paid or reimbursed or paid by the Seller to the Buyer or otherwise, except for the \$193,500.00; all Improvements shall, upon payment of \$193,500.00, be forfeited to, and be and become the property of the Seller upon the Transfer of the Property to the Seller; and

(e) for greater certainty, but without limitation, the transaction contemplated in and by this Agreement does not include any services, sidewalk, curb works, or other improvements to be done or completed by Seller as same are the responsibility of the Buyer.

4. The purchase and sale transaction contemplated in and by this Agreement, and the closing thereof, shall be conditional upon the following conditions being performed or fulfilled by the completion date unless a different date is specified in this paragraph 4 of this Schedule A (which conditions have been inserted in this Agreement solely for the benefit of the Buyer and may be waived at any time by written notice accordingly to the Seller), namely, the Seller having provided, to the Buyer, on or before May 25, 2018, written confirmation that:

(a) the zoning of the Property permits, generally, the use of the Property for multi-unit residential condominium housing and, more particularly, the Development shown on the Site Plan;

(b) upon the Buyer having:

(i) submitted, to the Seller, a properly completed application (using the Seller's standard form therefor) for a building permit and such plans and specifications (which plans and specifications must comply with the Ontario Building Code) as required by the Seller therefor, accompanied by the Seller's fees therefor; and

(ii) executed and returned to the Seller a Site Plan Agreement as may be required by the Seller [which Site Plan Agreement will contain (among other things), provisions to address Town concerns regarding storm water management control and sediment control during Construction, and provisions which provide for the deposit by the Buyer of \$17,500.00, and a deposit by the Seller of \$17,500.00 (which Seller's \$17,500.00 is acknowledged as being provided pursuant to the Town's community improvement by-law/fund), to be maintained and held by the Seller for the purpose of and in order to guarantee compliance by the Buyer with all obligations and conditions on its part to be performed and observed in and under the Site Plan Agreement and to be released to the Buyer after completion of the Development and it being confirmed and certified that the Buyer has fulfilled and completed all obligations and conditions required to be fulfilled and completed by Buyer in and by the Site Plan Agreement]

the Seller will, within a reasonable time, issue a building permit or permits for the Development so that the Buyer may proceed with the Construction of the Development which will consist of two separate structures (a 4 plex and a 3 plex) with setbacks as noted on Schedule B.

In the event that the condition set out in this paragraph 4 of this Schedule A has not been satisfied or the Buyer has not satisfied itself with respect to same within the time period set out (namely, by on or before May 25, 2018), then the purchase and sale transaction hereby provided for shall not close, this Agreement shall terminate, the deposit shall be returned to the Buyer, and neither of the parties shall have any claim against the other arising out of or pursuant to this Agreement.

INITIALS OF BUYER(S):

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5. The covenants of the Buyer contained herein shall run with the Property, and bind the Property and the Buyer for the benefit of the lands and premises of the Seller, and shall survive and 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 any investigation by the Buyer, remain in full force and effect subsequent to the completion date.

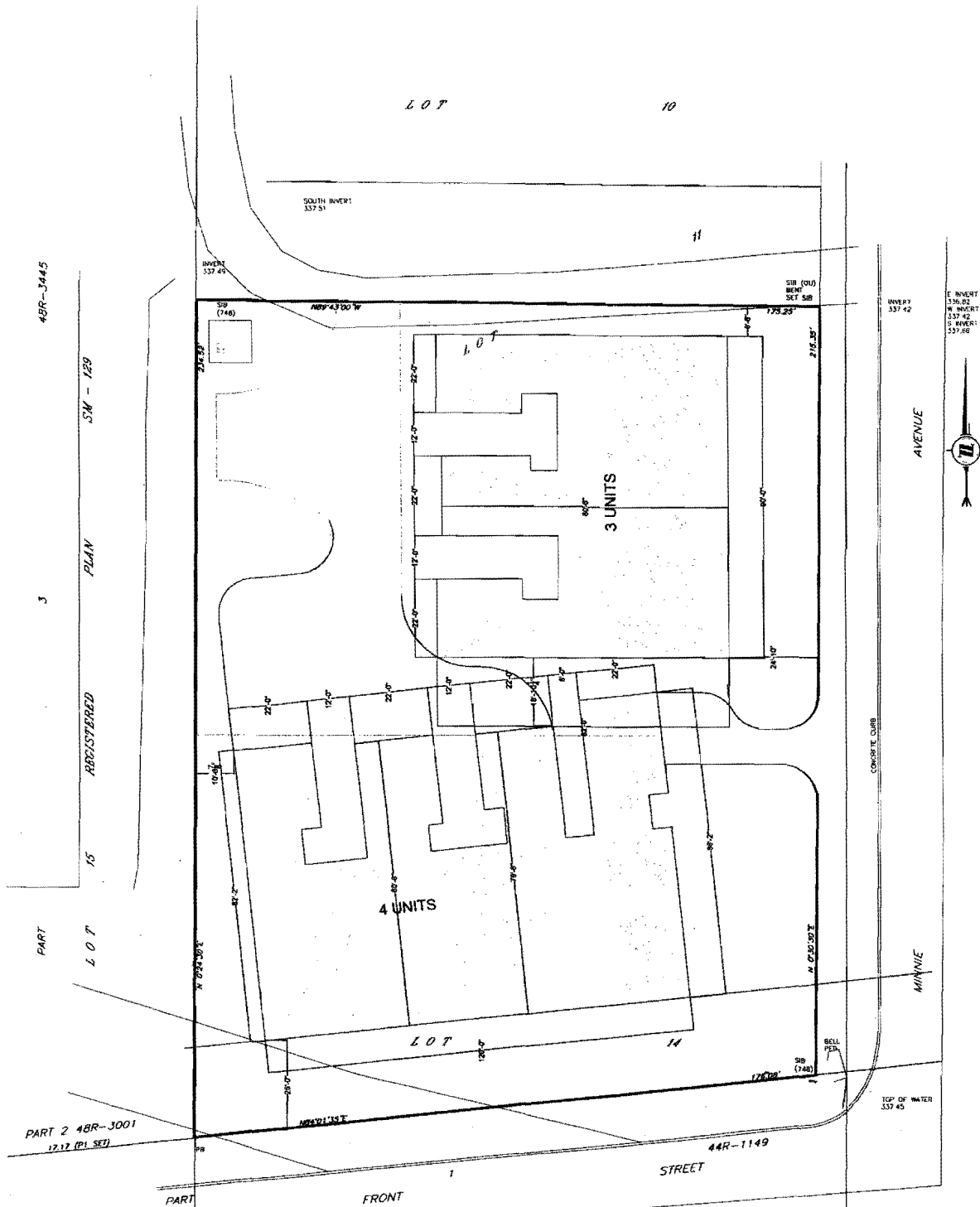
6. The Buyer shall pay and be responsible for the Seller's costs and expenses with respect to or in relation to the preparation of this Agreement, the purchase and sale of the Property, the rezoning of the Property done prior to the execution of this Agreement in relation to the Property, and any matters or things relating thereto, and any other costs and expenses (which shall include, without limitation, rezoning fees, Site Plan Agreement and any other costs relating to site plan control, all Seller's legal fees and disbursements on a full indemnity basis, and all HST thereon) in any way respecting or related to, or resulting from, this Agreement, any rezoning done prior to the execution of this Agreement relating to the Property, or any matter or thing resulting from or contemplated in or by same.

7. This Agreement may be accepted and/or amended by facsimile or scanned electronic/email transmission, and any amendments and/or signatures and/or initials, and/or otherwise done by or via facsimile or scanned electronic/email transmission shall be good and valid as if original.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

Schedule B



INITIALS OF BUYER(S):

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