

**AGREEMENT OF PURCHASE AND SALE**

**BETWEEN:**

---

(the "Purchaser")

**AND:**

**CORPORATION OF THE NATION MUNICIPALITY**  
(“Nation”)

**1.0 DEFINITIONS**

1.1 In this Agreement:

- (a) “Agreement” means this Agreement and all Schedules referred to herein.
- (b) “Business Day” means a day other than a Saturday or Sunday or statutory holiday in the Province of Ontario.
- (c) “Closing Date” means the date more particularly described in Schedule “A” on which the purchase and sale of the Property is to be completed;
- (d) “Deposit” means the sum more particularly described in Schedule “A” to be tendered with this offer.
- (e) “Irrevocable Date” means the date more particularly described in Schedule “A” until which this offer to purchase is open for acceptance by Nation.
- (f) “Property” means those lands owned by Nation to be sold to the Purchaser as more particularly described in Schedule “A”.
- (g) “Option to Repurchase Agreement” means the agreement to be entered into between the Purchaser and Nation on closing in the form attached as Schedule “D”.
- (h) “Purchase Price” means the price to be paid by the Purchaser for the Property as more particularly described in Schedule “A”.
- (i) “Purchaser’s Conditions” means the conditions in favour of the Purchaser set out in Schedule “C”.
- (j) “Requisition Date” means the 15<sup>th</sup> day prior to the Closing Date.

Purchaser’s Initials: \_\_\_\_\_  
Nation’s Initials: \_\_\_\_\_

**2.0 OFFER TO PURCHASE**

2.1 The Purchaser hereby offers to purchase the Property from Nation for the Purchase Price (the “Offer”).

2.2 The Offer shall be irrevocable by the Purchaser and remain open for acceptance by Nation until 4:00 p.m. (Eastern Stand Time) on the Irrevocable Date. If the Offer is not accepted by Nation within the time allowed, the Offer shall be null and void and the Deposit shall be returned to the Purchaser in full without interest or deduction and neither party shall have any further liability to the other.

**3.0 PAYMENT OF PURCHASE PRICE**

3.1 The Purchaser shall pay the Purchase Price follows:

(a) the Deposit shall be tendered with the Offer to be held by Nation in trust pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on closing; and

(b) the balance of the Purchase Price shall be paid on the Closing Date, subject to all usual and proper adjustments, with the day of closing apportioned to the Purchaser.

3.2 All payments on account of the Deposit or Purchase Price shall be payable to The Nation Municipality, or as Nation may otherwise direct in writing, and shall be made in lawful money of Canada by bank draft or certified cheque.

**4.0 HARMONIZED SALES TAX (“HST”)**

4.1 The Purchaser acknowledges that this transaction is subject to HST and that such tax and any other type of value added or sales tax payable in connection therewith shall be in addition to the Purchase Price and shall be paid by the Purchaser.

4.2 HST shall be collected by Nation on closing and remitted in accordance with the applicable legislation unless the Purchaser is a registrant under the *Excise Tax Act* for HST purposes in which case, the Purchaser shall be solely responsible for self-assessing and remitting any HST owing, and hereby agrees to indemnify Nation with respect to payment of the HST and to execute and provide Nation with a declaration, undertaking and indemnity on closing in a form acceptable to Nation confirming these obligations. The indemnity and other obligations provided for in this section shall survive and not merge on the completion of this transaction.

Purchaser’s Initials: \_\_\_\_\_

Nation’s Initials: \_\_\_\_\_

**5.0 PURCHASER'S CONDITIONS**

5.1 This Agreement shall be conditional on the Purchaser's Conditions being satisfied within the time and in the manner described on Schedule "C". The Purchaser's Conditions are inserted for the sole benefit of the Purchaser and may be waived by the Purchaser in writing at any time. If the Purchaser does not provide written notice to Nation that the Purchaser's Conditions are satisfied within the time allowed, or does not waive the Purchaser's Conditions within the time allowed, this Agreement shall be null and void and the Deposit shall be returned to the Purchaser without interest or deduction and neither party shall have any further liability to the other.

**6.0 NATION'S REPRESENTATIONS AND WARRANTIES**

6.1 Nation represents and warrants that it has the lawful authority to sell the Property and all necessary Council approvals have been obtained to allow Nation to complete this transaction in accordance with the terms of this Agreement.

**7.0 PURCHASER'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS**

7.1 Where the Purchaser is a corporation, the Purchaser represents and warrants to Nation that the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of Ontario or Canada and has all requisite corporate power, authority and capacity to execute and deliver this Agreement and to perform each of its obligations pursuant to this Agreement. The Purchaser has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder.

7.2 Purchaser agrees to and acknowledges the following:

- (a) that the Purchaser has inspected the Property and is purchasing it in an "as is" condition relying entirely on its own due diligence investigations relating to the Property;
- (b) that there is no natural gas, water, sanitary sewer or storm sewer service to the Property and that the Purchaser will need to install at its expense private water, sanitary sewer and storm sewer services as part of its development of the Property;
- (c) that a Three-Phase service for Hydro exists in the public right of way. The Purchaser is solely responsible at its expense for connecting to such service and for any upgrades required to satisfy the Purchaser's particular needs;
- (d) that the Property will be subject to a drainage easement along the side or rear property line as shown on Schedule "B";
- (e) that the Purchaser must substantially complete construction of a building or buildings on the Property with a minimum size of 1,000 square feet per acre of land in accordance with a site plan approved by Nation and obtain an occupancy permit therefor within three (3) years of the Closing Date;

Purchaser's Initials: \_\_\_\_\_

Nation's Initials: \_\_\_\_\_

- (f) that for Parts 2, 5, 9, 10 and 48 on Schedule "B", the front elevation of all buildings must consist of 20% brick or other comparable finish approved by Nation;
  - (g) that for Parts 2, 5 and 48 on Schedule "B", the side elevation of all buildings must consist of 20% brick or other comparable finish approved by Nation;
  - (h) a maximum of 60% of the lot surface may be covered by impervious materials. A minimum of 40% of the lot surface must remain pervious for storm water management purposes unless the Purchaser provides engineering evidence to the contrary satisfactory to Nation;
  - (i) that prior to obtaining an occupancy permit for the building or buildings, the Purchaser shall not sell, transfer or otherwise dispose of all or any part of the Property to any third person without Nation's prior written consent, which consent may be arbitrarily refused;
  - (j) that the signing of this Agreement and the subsequent closing of this transaction do not constitute approval of the Purchaser's intended development of the Property and shall not fetter Nation's role as approval authority under applicable legislation including but not limited to the *Planning Act* and the *Building Code Act*.
  - (k) that the Purchaser is solely responsible at its expense for confirming that the current Official Plan and zoning provisions applicable to the Property are suitable for the Purchaser's intended development of the Property;
  - (l) that the Purchaser is solely responsible at its expense for satisfying itself as to the availability and cost of obtaining site plan approval for its intended development of the Property and as to the availability and cost of any building permit, zoning or other approval's necessary for the Purchaser's intended development of the Property; and
  - (m) that various studies at the cost of the applicant (Purchaser) may be required by Nation as part of the site plan approval process and that a letter of credit or other security will be required as a condition of site plan approval in an amount to be determined by Nation in accordance with its standard approval process.
- 7.3 The closing of this transaction is not conditional on the Purchaser inspecting the Property or satisfying itself with respect to the matters noted at sections 7.2(k), 7.2(l), 7.2(m) above, or any other matter, unless specifically included as a condition on Schedule "C".
- 7.4 The representations, warranties and acknowledgments in this section 7.0 shall survive and not merge on the closing of this transaction.

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

**8.0 EASEMENT AND OPTION TO REPURCHASE AGREEMENT**

8.1 The Purchaser shall grant an easement to Nation on closing for drainage purposes along the side or rear of the Property, as applicable, as shown on Schedule “B”, which easement will be subject to Nation’s standard easement terms. The easement shall be registered on the Closing Date at Nation’s expense immediately following the Transfer and prior to any mortgage or other encumbrance. The Purchaser will not be able to install any private water or sewer works on the easement lands or construct any buildings or other structures on the easement lands.

8.2 In order to secure the performance of the Purchaser’s obligations in this Agreement, the parties shall enter into the Option to Repurchase Agreement on closing and Notice of the Option to Purchase Agreement shall be registered on the Closing Date at the Purchaser’s expense immediately following the easement referred to in section 8.1 and prior to any mortgage or other encumbrance.

**9.0 TITLE TO THE PROPERTY**

9.1 On the Closing Date, title to the Property shall be good and free from all registered restrictions, liens and encumbrances except for:

- (a) any restrictions, limitations or conditions contained in the original grant from the Crown;
- (b) the limitations, qualifications and reservations contained in the Land Titles Act;
- (c) any registered restrictions or covenants that run with the land;
- (d) any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
- (e) any minor easements for the supply of utility service to the Property or to adjacent properties;
- (f) the easement provided for in section 8.1; and
- (g) the Option to Repurchase Agreement.

9.2 The Purchaser shall have until 4:00 p.m. (Eastern Standard Time) on the Requisition Date to examine title to the Property. If within the time allowed for examining the title any valid objection to title is made in writing to Nation that Nation is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of any such objections, shall be at an end and the Deposit shall be returned to the Purchaser without interest or deduction and neither party shall be liable to the other for any matter in connection with this Agreement. Save as to any valid objection so made, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Nation’s title to the Property.

Purchaser’s Initials: \_\_\_\_\_  
Nation’s Initials: \_\_\_\_\_

9.3 The Purchaser shall not call for the production of any title deed, abstract of title, proof or evidence of title, or survey, except as may be expressly permitted or required under the terms of this Agreement.

**10.0 CLOSING**

10.1 This transaction shall be completed by no later than 4:00 p.m. (Eastern Standard Time) on the Closing Date. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.

10.2 The Purchaser's solicitor and Nation's solicitor are hereby authorized by the parties to enter into a document registration agreement in the form recommended from time to time by the Law Society of Upper Canada (hereinafter referred to as the "DRA"), establishing the procedures and timing for completing this transaction. The parties acknowledge that the delivery and exchange of documents and money, and the release thereof to Nation and the Purchaser, as the case may be, shall not occur contemporaneously with the registration of the Transfer, but instead shall be governed by the DRA, pursuant to which the solicitor receiving any documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA.

10.3 Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property may be delivered to the other party hereto or its solicitor by facsimile transmission (or by a similar electronic system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such documents shall also deliver the originals of same to the recipient party or to its solicitor by overnight courier sent on the closing date, if same has been so requested by the recipient party or by its solicitor.

10.4 Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this section called the "Tendering Party") upon the other party (in this section called the "Receiving Party") when the solicitor for the Tendering Party has:

(a) delivered all applicable closing documents, keys and/or funds to the Receiving Party's solicitor in accordance with the provisions of this Agreement and the DRA. In particular, money may be tendered by sending a copy of a bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire by fax to the Receiving Party's solicitor and keys may be tendered by the Tendering Party's solicitor confirming to the Receiving Party's solicitor in writing that the Tendering Party's solicitor is in possession of at least one key to the property, if applicable;

(b) advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

(c) has completed all steps required by the Teraview Electronic Registration System ("TERS") 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 Receiving Party's solicitor, and specifically when the Tendering Party's solicitor has electronically "signed" the Transfer/Deed of Land for "completeness" (but not for "release") where possible without the cooperation of the Receiving Party's solicitor and granted "access" to the Receiving Party's solicitor (as each of those terms are understood within TERS),

all without the necessity of personally attending upon the Receiving Party or the Receiving Party's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

**11.0 DOCUMENT PREPARATION**

11.1 The Transfer shall be prepared by and at the expense of Nation. The Land Transfer Tax Statement shall be prepared by and at the expense of the Purchaser.

**12.0 NOTICE**

12.1 Any notice required or permitted to be given by this Agreement shall be in writing and may be communicated or delivered personally or by facsimile or email transmission to the address, facsimile number or email address hereinafter set forth. Notice shall be effective upon the date of personal delivery or upon the date of facsimile or email transmission. Any party may change its address, facsimile number or email address by providing notice in accordance with this section. The facsimile transmission receipt or email confirmation is sufficient evidence of the delivery of the notice or document delivered by such facsimile or email transmission.

12.2 Once a party has provided the name of its solicitor in this matter, any required or permitted notice may thereafter be delivered to the party's solicitor instead by personal delivery or facsimile or email transmission as provided for in section 12.1.

**13.0 TIME OF THE ESSENCE**

13.1 Time shall be of the essence of this Agreement provided that any day established by or pursuant to this Agreement for the doing of any act by any party or by which a condition is to be satisfied which falls on a Saturday, Sunday or statutory holiday shall be extended to the next day thereafter which is not a Saturday, Sunday or statutory holiday.

**14.0 PLANNING ACT**

14.1 This Agreement shall be effective to create an interest in the Property only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with by Nation on or before the Closing Date and Nation covenants to proceed diligently at its expense to obtain any necessary consent on or before the Closing Date.

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

**15.0 ENTIRE AGREEMENT**

15.1 The parties agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement, nor is there any such representation, warranty, collateral agreement or condition which induced the Purchaser to enter into this Agreement, other than those expressly set forth herein.

**16.0 ASSIGNMENT AND ENUREMENT**

16.1 The Purchaser shall not assign this Agreement, except to an affiliate of the Purchaser, unless such assignment is specifically authorized by the Vendor. The Purchaser shall not direct the Vendor to engross the Transfer/Deed of land or any other closing documents in favor of any person or corporation other than the Purchaser, except to an affiliate of the Purchaser, unless such direction is specifically authorized by the Vendor. For the purposes of this agreement, the term "affiliate" shall have the meaning given to it in section 1(4) of the Business Corporations Act (Ontario).

16.2 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and permitted assigns.

**17.0 GOVERNING LAW**

17.1 The parties agree that all matters relating to this Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. All actions and proceedings arising out of or relating directly or indirectly to this Agreement will be commenced and litigated exclusively in an Ontario Court of competent jurisdiction.

**18.0 COUNTERPARTS**

18.1 This Agreement and any document delivered by the Purchaser or Nation pursuant to this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Transmission by facsimile or email of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[signatures appear on the following page]

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_



Executed under seal by the Purchaser at \_\_\_\_\_ on \_\_\_\_\_, 2019.

(for non-corporate Purchaser)

\_\_\_\_\_  
Witness

(for corporate Purchaser)

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Corporation.

Nation accepts this offer by executing the same under seal at Casselman, Ontario, this \_\_\_\_\_,  
2019.

**CORPORATION OF THE NATION MUNICIPALITY**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Corporation.

Purchaser's Initials: \_\_\_\_\_

Nation's Initials: \_\_\_\_\_

## NOTICE INFORMATION

	<b>PURCHASER</b>	<b>NATION</b>
<b>CONTACT NAME:</b>		<b>Guylain Lafleche</b>
<b>ADDRESS:</b>		<b>958 Route 500 West, Casselman, ON, K0A 1M0</b>
<b>PHONE NO.</b>		<b>(613)764-5444 extension 229</b>
<b>FACSIMILE NO.</b>		<b>(613)764-3310</b>
<b>EMAIL</b>		<b>glafleche@nationmun.ca</b>
<b>SOLICITOR</b>		<b>Mathieu Quesnel</b>
<b>FIRM NAME</b>		<b>Mathieu Quesnel Professional Corp.</b>
<b>ADDRESS</b>		<b>653 Principale Street, P.O. Box 250 Casselman ON. K0A1M0</b>
<b>PHONE NO.</b>		<b>613-764-2225</b>
<b>FASCIMILE NO.</b>		<b>613-764-2229</b>
<b>EMAIL</b>		<b>mathieuquesnel@mqlaw.com</b>

Purchaser's Initials: \_\_\_\_\_

Nation's Initials: \_\_\_\_\_

**SCHEDULE "A"**

**PROPERTY:**

Legal Description: Part of Lot 24, Concession 4 Cambridge, being **Parts \_\_\_\_\_**, **Plan 50R10830**,  
Nation Municipality

**PURCHASE PRICE:** \_\_\_\_\_ Dollars (CDN)  
(\$ \_\_\_\_\_)

**DEPOSIT:** \_\_\_\_\_ Dollars (CDN)  
(\$ \_\_\_\_\_) (must be at least the greater of 1% of the Purchase Price or \$1,000.00)

**IRREVOCABLE DATE:** \_\_\_\_\_ (must be at least fifteen (15) Business  
Days after the date on which the Purchaser signs this Agreement).

**CLOSING DATE:** \_\_\_\_\_

**DESCRIPTION OF PURCHASER'S INTENDED DEVELOPMENT OF THE PROPERTY:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_



**SCHEDULE "C"**

**PURCHASER'S CONDITIONS**

*(Purchaser to insert any conditions here or write "None")*

This Agreement is conditional on the following:

- 1.

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

**SCHEDULE "D"**

**OPTION TO REPURCHASE AGREEMENT**

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

**THIS OPTION TO REPURCHASE AGREEMENT** is made this • day of •.

**BETWEEN:**

•  
(the “**OPTIONOR**”)

OF THE FIRST PART

**AND**

**CORPORATION OF THE NATION MUNICIPALITY**  
(the “**OPTIONEE**”)

OF THE SECOND PART

**WHEREAS:**

- A. The Optionee sold to the Optionor those industrial lands more particularly described in Schedule “A” to this Agreement (the “**Property**”) pursuant to an Agreement of Purchase and Sale between them dated • (the “**Purchase Agreement**”);
- B. The Purchase Agreement provides that the Optionor shall:
  - a. substantially complete construction of a building or buildings on the Property with a minimum size of 1,000 square feet per acre of land in accordance with a site plan approved by the Optionee and obtain an occupancy permit therefor within three (3) years of the date of this Agreement, being the Closing Date under the Purchase Agreement; and
  - b. not sell, transfer or otherwise dispose of all or any part of the Property prior to completion of the building or buildings without the Optionee’s prior written consent.
- C. To secure its obligations under the Purchase Agreement, the Optionor has agreed to grant an option to repurchase the Property to the Optionee in accordance with the terms of this Agreement;

NOW THEREFORE in consideration of the closing of the transaction provided for in the Purchase Agreement, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Optionor hereby grants to the Optionee an irrevocable option to repurchase the Property (the “**Option**”), on the following terms and conditions:

- 1. The Optionee may exercise the Option if:
  - (a) the Optionor fails to substantially complete construction of a building or buildings on the Property with a minimum size of 1,000 square feet per acre of land in accordance with a site plan approved by the Optionee and obtain an occupancy permit therefor within three (3) years of the date of this Agreement; or
  - (b) prior to obtaining an occupancy permit for the building or buildings, the Optionor sells,

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Nation’s Initials: \_\_\_\_\_

transfers or otherwise disposes of all or any part of the Property to a third party without the Optionee's prior written consent, which consent may be arbitrarily refused.

2. The Optionee may exercise the Option by written notice delivered to the Optionor and any other person who may appear from the Parcel Register for the Property to have an interest in the Property at any time prior to the earlier of (i) the date on which an occupancy permit for the building or buildings is issued and (ii) the fifth (5th) year anniversary of the date of this Agreement.
3. The purchase price to be paid by the Optionee if it exercises the Option shall be an amount equal to ninety percent (90%) of the purchase price paid by the Optionor to originally acquire the Property from the Optionee (the "**Option Price**").
4. The purchase transaction shall close 30 days following the date the Optionee delivers notice exercising the Option (the "**Closing Date**").
5. The Optionee shall have the right, subsequent to the delivery of notice exercising the Option to enter onto the Property, by itself or by its agents or contractors, to conduct such environmental assessment of the Property as the Optionee may, at its cost, determine necessary or prudent and, if dissatisfied in its sole and absolute discretion with the results of such assessment, the Optionee shall have the right not to proceed with the purchase of the Property.
6. The Optionor shall indemnify and save the Optionee harmless from any and all claims of every nature and kind which may be made against the Optionee, whether for damages or otherwise, as a result of the Property containing as at the Closing Date any contaminant or pollutant within the meaning of the Environmental Protection Act (Ontario), or any other substances which may be considered hazardous or dangerous to the health of persons or to the environment under any other legislation of the Province of Ontario or Canada applicable therein. Without limiting the obligations of the Optionor aforesaid, such obligation to indemnify shall exist with respect to claims against the Optionee for damages to persons or property or for the costs of complying with any orders for cleanup of the Property which may be issued under any legislation or by any Court of competent jurisdiction in respect of any contamination existing at the Closing Date. This obligation of the Optionor to indemnify the Optionee shall survive the Closing Date.
7. The Optionee shall take title to the Property on the Closing Date free of all mortgages, liens, encumbrances and other documents that were registered subsequent to the registration of this Agreement which shall be discharged or otherwise removed from title at the Optionor's sole expense.
8. The Optionee shall pay the Option Price:

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_



- (a) firstly on account of any unpaid property taxes, interest and penalties for the Property;
  - (b) secondly, to all persons, other than the Optionor, having an interest in the Property according to their priority at law; and
  - (c) thirdly, to the Optionor.
9. The Transfer and Land Transfer Tax Statement will be prepared by the Optionee at its own expense.
10. If the Optionee tenders the Option Price on the Closing Date and the Optionor fails or refuses for any reason to deliver to the Optionee a registerable Transfer to the Property, the Optionee may deposit the Option Price with the Optionee's solicitors for and on behalf of and in the name of the Optionor. Upon the deposit being made, the Optionee shall conclusively be deemed to be the owner of the Property and the Optionor hereby irrevocably appoints the Optionee's Mayor as its lawful attorney to execute all Transfers and other documents necessary to complete the Optionee's re-purchase of the Property.
11. Upon payment of the Option Price as provided for in this Agreement, title to the Property shall vest conclusively and exclusively in the Optionee and the Optionor shall have no further right, title or interest therein, the Optionor shall remove all of its trade fixtures, equipment, inventory and other personal property from the Property, and the Optionor shall make good any damage caused by such removal.
12. The Option Price shall be the only amount payable by the Optionee to the Optionor as a result of the exercise of the Option and the Optionee shall not be required to compensate the Optionor for any expenses incurred by the Optionor to acquire or develop the Property including, but not limited to any survey costs, planning costs, municipal development charges, municipal application fees, engineering fees, study costs, excavation costs, construction costs, legal fees and disbursements or other professional fees. This provision may be pleaded by the Optionee as a bar to any claim by the Optionor for any such compensation under any law in any jurisdiction.
13. Any realty taxes and water rates prepaid by the Optionor shall be apportioned and allowed to the Closing Date (the day itself to be apportioned to the Optionee).

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

14. The Optionee's solicitor and the Optionor's solicitor are hereby authorized by the parties to enter into a document registration agreement in the form recommended from time to time by the Law Society of Upper Canada (hereinafter referred to as the "DRA"), establishing the procedures and timing for completing this transaction. The parties acknowledge that the delivery and exchange of documents and money, and the release thereof to the Optionee and the Optionor, as the case may be, shall not occur contemporaneously with the registration of the Transfer, but instead shall be governed by the DRA, pursuant to which the solicitor receiving any documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA.
15. Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property may be delivered to the other party hereto or its solicitor by facsimile transmission (or by a similar electronic system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such documents shall also deliver the originals of same to the recipient party or to its solicitor by overnight courier sent on the closing date, if same has been so requested by the recipient party or by its solicitor.
16. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this section called the "Tendering Party") upon the other party (in this section called the "Receiving Party") when the solicitor for the Tendering Party has:
- (a) delivered all applicable closing documents, keys and/or funds to the Receiving Party's solicitor in accordance with the provisions of this Agreement and the DRA. In particular, money may be tendered by sending a copy of a bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire by fax to the Receiving Party's solicitor and keys may be tendered by the Tendering Party's solicitor confirming to the Receiving Party's solicitor in writing that the Tendering Party's solicitor is in possession of at least one key to the property, if applicable;
  - (b) advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (c) has completed all steps required by the Teraview Electronic Registration System ("TERS") 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 Receiving Party's solicitor, and specifically when the Tendering Party's solicitor has electronically "signed" the Transfer/Deed of Land for "completeness" (but not for "release") where possible without the cooperation of the Receiving Party's solicitor and granted "access" to the Receiving Party's solicitor (as each of those terms are understood within TERS),

all without the necessity of personally attending upon the Receiving Party or the Receiving Party's solicitor with the aforementioned documents, keys and/or funds, and without any

Purchaser's Initials: \_\_\_\_\_

Nation's Initials: \_\_\_\_\_

requirement to have an independent witness evidencing the foregoing.

17. HST is payable with respect to this transaction and shall be the Optionee's sole responsibility. As an HST registrant, the Optionee will self-assess and remit any HST owing, and hereby agrees to indemnify the Optionor with respect to payment of the HST and to execute and provide the Optionor with a declaration, undertaking and indemnity on closing in a form acceptable to the Optionor confirming these obligations. The indemnity and other obligations provided for in this section shall survive and not merge on the completion of this transaction.
18. The Option, when exercised, shall constitute a binding contract of purchase and sale and time in all respects shall be the essence of this Agreement.
19. It is the intention of the parties that the foregoing rights to re-purchase in favour of the Optionee shall create an interest in the Property and, despite any decision by the Optionee not to exercise its right at a particular time, shall continue and be binding on all subsequent owners of the Property until the rights expire at the prescribed time.
20. This Option shall enure to the benefit of and be binding upon the heirs, executors administrators and assigns of the parties hereto respectively and is intended to run with the Property and bind all who have an interest in the Property.
21. The Optionor covenants and agrees:
  - (a) that this Option shall be registered on title to the lands in the appropriate Land Titles Office, at the Optionor's expense, in priority to all liens, charges, mortgages, encumbrances and any other interest whatsoever; and
  - (b) to give to every purchaser of the Property actual notice of the existence and the terms of this Agreement and to include an acknowledgement of such notice in any Offer to Purchase or other similar document dealing with the Property.
22. The Optionee covenants and agrees to deliver a registerable release of this Agreement to discharge this Agreement from title:
  - (a) in the case of the issuance of an occupancy permit for the building or buildings on the property, within 15 business days following the delivery by the Optionor to the Optionee of the appropriate release for signing by the Optionee and to be registered by the Optionor at the Optionor's expense;

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

- (b) in the case of the expiry of 5 years from the date of this Agreement, within 15 business days following the delivery by the Optionor to the Optionee of the appropriate release for signing by the Optionee and to be registered by the Optionor at the Optionor's expense.
- 23. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable Ontario.
- 24. Any notice required or permitted to be given by this Agreement shall be in writing and may be communicated or delivered personally or by facsimile or email transmission to the address, facsimile number or email address hereinafter set forth. Notice shall be effective upon the date of personal delivery or upon the date of facsimile or email transmission. Any party may change its address, facsimile number or email address by providing notice in accordance with this section. The facsimile transmission receipt or email confirmation is sufficient evidence of the delivery of the notice or document delivered by such facsimile or email transmission.
  - (a) In the case of the Optionor:  
  
Attention:  
Fax:  
Email:
  - (b) In the case of the Optionee:  
958 Route 500 West, Cassleman, ON, K0A 1M0  
Attention:  
Fax: 613-764-3310  
Email:
- 25. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Transmission by facsimile or email of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[signatures appear on the following page]

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

In witness whereof the Optionor and the Optionee have executed this agreement as of the date first written above.

•  
Per:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation.

THE CORPORATION OF THE NATION MUNICIPALITY  
Per:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the Corporation.

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_

SCHEDULE A PROPERTY  
DESCRIPTION OF PROPERTY

Purchaser's Initials: \_\_\_\_\_  
Nation's Initials: \_\_\_\_\_