

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 1st day of November, 2024

BUYER: The Corporation of the County of Grey, agrees to purchase from
(Full legal names of all Buyers)

SELLER: [REDACTED], the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 405942 Grey Road 4

fronting on the South East side of Grey Road 4 and the West side of Grey Road 14

in the Municipality of Grey Highlands, County of Grey

and having a frontage of Irregular more or less by a depth of Irregular more or less

and legally described as PT LT 18-20 CON 2 NDR ARTEMESIA PT 1, 3, 4 17R1205 EXCEPT PT 1-2 17R8568;

Municipality of Grey Highlands, County of Grey, currently bearing PIN 37240-0264 (the "property")
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 1,600,000.00

ONE MILLION SIX HUNDRED THOUSAND Dollars

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN\$) 5,000.00

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

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

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 4:00 p.m. on
(Seller/Buyer) (a.m./p.m.)

the 6th day of November, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of April, 2025. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[REDACTED]

The trademarks REALTOR®, REALTORS®, MIS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** 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.: **519-924-3198**
 (For delivery of Documents to Seller)

FAX No.: **226-256-8419**
 (For delivery of Documents to Buyer)

Email Address: **john@ferrislaw.ca**
 (For delivery of Documents to Seller)

Email Address: **legal@grey.ca**
 (For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

None

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:

None

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

None

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

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller 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 shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



The trademarks REALTOR®, REALTORS®, MIS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of..... **set out in Schedule "A"**....., 20....., (Requisition Date) to examine the title to the property at his 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 himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (..... **Residential/Agricultural**.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party 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.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):


INITIALS OF SELLER(S):

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.
© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

- 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 his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. 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.
- 20. 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.
- 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 Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

 The trademarks REALTOR®, REALTORS®, MIS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ["OREA"]. All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) *[Signature]* (Seal) Nov 1, 2024 (Date)

 (Witness) *[Signature]* (Seal) Nov 1, 2024 (Date)

 (Buyer/Authorized Signing Officer)

 (Buyer/Authorized Signing Officer)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness) [Redacted] (Seal) Nov 5 / 24 (Date)

 (Witness) [Redacted] (Seal) (Date)

 (Seller/Authorized Signing Officer) (Seal) (Date)

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

.....
 (Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.....
 (a.m./p.m.)

 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	(Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	(Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

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

..... (Seller) (Date) (Buyer) (Date)
..... (Seller) (Date) (Buyer) (Date)
Address for Service	Address for Service <u>595 9th Avenue East, Owen Sound, ON N4K 3E3</u>
<u>519</u> (Tel. No.)	<u>548 887-0821</u> (Tel. No.)
Seller's Lawyer <u>John Ferris, Ferris & Celhoffer Professional Corp</u>	Buyer's Lawyer <u>Jill Sampson, The Alliance Lawyers</u>
Address <u>16 Sydenham Street, Flesherton</u>	Address <u>142 10th Street West, Owen Sound, ON N4K 3P9</u>
Email <u>john@ferrislaw.ca</u>	Email
<u>519 924-2031</u> (Tel. No.)	<u>519 376-7450</u> <u>519 376-8228</u> (Tel. No.) (Fax. No.)
..... (Fax. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

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

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

.....
 (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.
 © 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

SCHEDULE A

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

BUYER: The Corporation of the County of Grey, and

SELLER: [REDACTED]

For the purchase and sale of PT LT 18-20 CON 2 NDR ARTEMESIA PT 1, 3, 4 17R1205 EXCEPT PT 1-2 17R2568; S/T AR19866; Municipality of Grey Highlands, County of Grey, bearing PIN: 37240-0264

DEPOSIT

1. The Buyer agrees to pay a further sum of Fifty Thousand Dollars (\$50,000.00), by cash, negotiable cheque or a wire transfer using the Large Value Transfer System to the Seller's Lawyer, within 48 hours of notification of fulfillment or removal of the Agreement Review Condition, the Testing Condition, the ESA Condition, and the Evaluation Condition as outlined in section 11 of this Schedule "A", and removal of the County Council Approval Condition as outlined in section 17 of this Schedule "A", as an additional deposit (the "Additional Deposit") to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the Purchase Price on completion of this transaction.

PURCHASE PRICE

2. The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a wire transfer using the Large Value Transfer System.

TENANTS

3. The Seller agrees to provide the Buyer, within 5 business days of acceptance of this offer, copies of all leases, licenses and rental contracts (collectively the "Disclosed Agreements" and each being a "Disclosed Agreement") respecting the property, including all amendments thereto and including summaries of the material terms of any such Disclosed Agreement made only orally and not in writing.
4. This Agreement is conditional upon a review of the Disclosed Agreements by the Buyer to determine if the terms of the Disclosed Agreements are acceptable to it in its sole and absolute discretion (the "Agreement Review Condition").
5. Prior to the completion all leases other than the Ground Site Agreement with Xplomet Communications Inc. ("Xplomet") will be terminated, the Seller shall provide the Buyer with a notice to Xplomet advising them of the new owner and requiring all future rents to be paid as the Buyer directs. The Seller will pay to the Buyer any rent paid to the Seller in error or in violation of the direction for a period of twelve (12) months following completion, after which the Seller may refuse to accept rent from Xplomet or return it to Xplomet.
6. The Seller agrees not to enter into any lease, license, or other agreement with any person, or grant to any person any right, easement, profit, or other interest with respect to the land which will continue after Closing.



Two handwritten signatures in black ink, one appearing to be 'B...' and the other 'A...'.

CONDITIONS – LAND

7. This Agreement is conditional upon the Buyer having performed or obtained at the Buyer's own expense, inspections, surveying activities and soil, water, engineering, and related tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion, for the construction of a Transportation Services Depot on the land (the "Testing Condition").
8. This Agreement is conditional upon the Buyer obtaining at the Buyer's expense an Environmental Site Assessment satisfactory to the Buyer in the Buyer's sole and absolute discretion (the "ESA Condition").
9. This Agreement is conditional upon the Buyer being satisfied, in its sole and absolute discretion, that the land is satisfactory in all other regards for the construction of a Transportation Services Depot on the land (the "Evaluation Condition").
10. Each of the Agreement Review Condition, Testing Condition, the ESA Condition, and the Evaluation Condition are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as set out below.
11. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on the 13th day of December, 2024 that each of the Agreement Review Condition, the Testing Condition, the ESA Condition, and the Evaluation Condition are fulfilled, this Agreement shall terminate and the Seller shall be entitled to retain the deposit paid.
12. The Seller authorizes the Buyer to access the land for the purpose of tests and inspections required by the Buyer in furtherance of the Testing Condition and the ESA Condition (the "Site Tests"), which access shall extend to the officers, employees, agents, volunteers, and contractors of the Buyer. Such access may be exercised at any time without further authorization from the Seller except for entry into the residence situated on the property. Entry into the residence shall be made only during the hours of 9:00 AM to 4:00 PM, only on weekdays and not on statutory holidays, and on no less than seventy-two (72) hours notice to the Seller.
13. The Seller acknowledges and agrees that the Site Tests may require disruption to the land, including the drilling of boreholes, and the taking away of samples, and that heavy equipment may be required to be brought to and left on the land in order to conduct such activities. The Buyer agrees that in the event that this Agreement is terminated, it shall repair any substantial damage caused to or upon the property as a result of the Site Tests forthwith after their completion to reinstate the property to the condition it was in prior to the Site Tests. The Buyer undertakes and agrees to complete the Site Tests and any remediation of same on or before the 29th day of November, 2024. The Seller acknowledges that activities in furtherance of the Testing Condition other than the Site Tests, which activities are not expected to significantly disrupt the land, may continue after that date.
14. The Seller agrees to grant the Buyer and the Buyer's authorized agent the right to enter the property for the purpose of surveying and conducting soil tests at any time prior to the completion of this transaction. Such permission does not extend



Bu *al*

to any alteration of the lands, servicing work, removal of trees, soil, or any other activity which would alter the current state of the property.

15. In the event that any action of the Buyer or its authorized agent in the conduct of the Site Tests may be in conflict with the rights of a third party who is a party to a Disclosed Agreement, or if any such action shall require notice or approval of such a third party, the Seller agrees to work in good faith to deliver any notices and obtain any approval or agreement reasonably required by the Buyer to conduct the Site Tests.
16. The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of her ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters that are in the possession of the Seller. The Seller further authorizes the Ministry of the Environment, Conservation and Parks to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

CONDITIONS – COUNTY COUNCIL APPROVAL

17. This Agreement is conditional, until the later of January 27, 2025 or for a period of forty-five (45) days from the date on which the Buyer delivers notice as set out above that the Testing Condition, the ESA Condition, and the Evaluation Condition have been satisfied or waived, or the last such date if notices in respect thereof are delivered on more than one date, upon the municipal Council of the Buyer enacting such resolutions or by-laws as may be required to approve the terms contemplated by this Agreement (the "County Council Approval Condition"). This condition has been inserted for the sole benefit of the Buyer and is a condition precedent to the obligation of the Buyer to complete this Agreement on the Closing Date. If this condition is not fulfilled within the applicable time period, and the Buyer fails to notify the Seller or its solicitors in writing that such condition has been fulfilled, this Agreement shall terminate and the Seller shall be entitled to retain the deposit paid.

GENERAL

18. Notwithstanding section 2 of the Agreement (titled "Completion Date"), the Buyer and Seller may, by mutual agreement in writing, advance the Completion Date of this transaction.
19. The Requisition Date provided for in section 8 of the Agreement shall be twenty (20) days prior to the Completion Date as determined in section 2 of the Agreement or as otherwise agreed to pursuant to section 18 of Schedule "A" of this Agreement, provided that if such date falls on a weekend or public holiday, then the Requisition Date shall be the first day following that date which is not a weekend or public holiday.

20. The Buyer shall have the right to view the property prior to completion, on two (2) occasions at mutually agreed upon times. The Seller agrees to provide access to the property on or before closing for the purpose of the viewings.
21. The Buyer agrees to provide to the Seller, on or before Closing, confirmation that the Purchaser is an H.S.T. registrant under the Excise Tax Act, and that the Purchaser shall remit as required by the Excise Tax Act any H.S.T. payable in respect of the sale of the Property and shall indemnify the Seller in respect of any H.S.T. so payable, if applicable.
22. After Closing the Seller may use a portion of the property, for the sole purpose of storing personal belongings in the outbuildings shown in further detail on the map attached to Schedule "C" of this Agreement. The Buyer and Seller acknowledge and agree that:
- a. No residential occupation of the property or sleeping quarters of any kind shall be permitted.
 - b. no rent will be charged to the Seller and that the Seller may store its belongings for a period of one (1) year after the date of completion.
 - c. On or before one (1) year after the date of completion the Seller shall have all belongings removed from the property failing which the Seller shall forfeit all rights to belongings left on the property and the Buyer may dispose of all such belongings in its sole discretion..
 - d. the Buyer does not intend to maintain the outbuildings; the Seller may maintain the buildings in good repair should it wish to protect its belongings.
 - e. The Seller shall not permit waste upon the property.
 - f. The Buyer shall obtain fire insurance as of the date of completion. The Seller, during its occupancy, shall insure the Seller's personal possessions and shall provide the Buyer with personal liability insurance (tenant's policy) in the minimum amount of \$1 million dollars.
 - g. The Seller shall be responsible for all costs to insure its personal possessions being stored on the property during the Seller's occupancy.
 - h. Prior to attending at the property and accessing the outbuildings, the Seller acknowledges and agrees that it shall provide the Buyer with at least two business days' notice by way of notice to roads@grey.ca or 519-376-7337. The Buyer shall have reasonable access to the buildings during the Seller's occupancy.
 - i. On or before the Completion Date, the Buyer and Seller shall enter into a written agreement to further outline the terms of the above noted arrangements, the form of which shall be to the complete satisfaction of the Buyer.
23. The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time, with respect to this Agreement and any other documents respecting this transaction.

SCHEDULE B

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

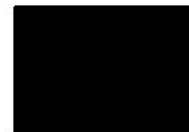
BUYER: The Corporation of the County of Grey, and

SELLER: [REDACTED]

For the purchase and sale of PT LT 18-20 CON 2 NDR ARTEMESIA PT 1, 3, 4 17R1205 EXCEPT PT 1-2 17R2568; S/T AR19866; Municipality of Grey Highlands, County of Grey, bearing PIN: 37240-0264

CONFIDENTIALITY

1. The Seller acknowledges that the Buyer has requested that we maintain all matters and discussions between us in respect of the transaction described in this Agreement, whether in oral or written form, as well as this Agreement itself and all documents and correspondence that may be exchanged between us in respect of this Agreement and the transaction described in it (collectively, the "Confidential Information") as confidential between ourselves prior to the publication by the County of any agenda, report, or resolution for the consideration of the municipal Council of the Buyer in contemplation of satisfaction of the County Council Approval Condition described in Schedule "A".
2. Without the prior written consent of the County, the Seller will not disclose to any third party any Confidential Information, nor the fact that discussions or negotiations have taken place or are taking place with respect to the sale of the Lands, nor any facts with respect to any such possible transaction, including the status thereof, provided that disclosure to the Seller's professional advisors is permitted and provided that the Seller take all reasonable steps to ensure that such advisors will maintain the confidentiality of the Confidential Information.
3. Without the prior written consent of the Buyer, the Seller shall not use, directly or indirectly, any of the Confidential Information received or obtained from the Buyer in respect of this Agreement of Purchase and Sale except in negotiation of the subject transaction or the business of anyone else, unless such information has become public other than as a result of acts by the Buyer.
4. The Seller acknowledges that the County is bound by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c. M.56, and that the County may be compelled to disclose certain information provided to it by the Seller if that information is formally requested under the Act. The Seller acknowledges that it must specifically identify to the County any information that it seeks to have the County maintain as confidential in response to such a request.
5. The terms of this Schedule shall survive any termination of the transaction contemplated by this Agreement.



BMJ

SCHEDULE C

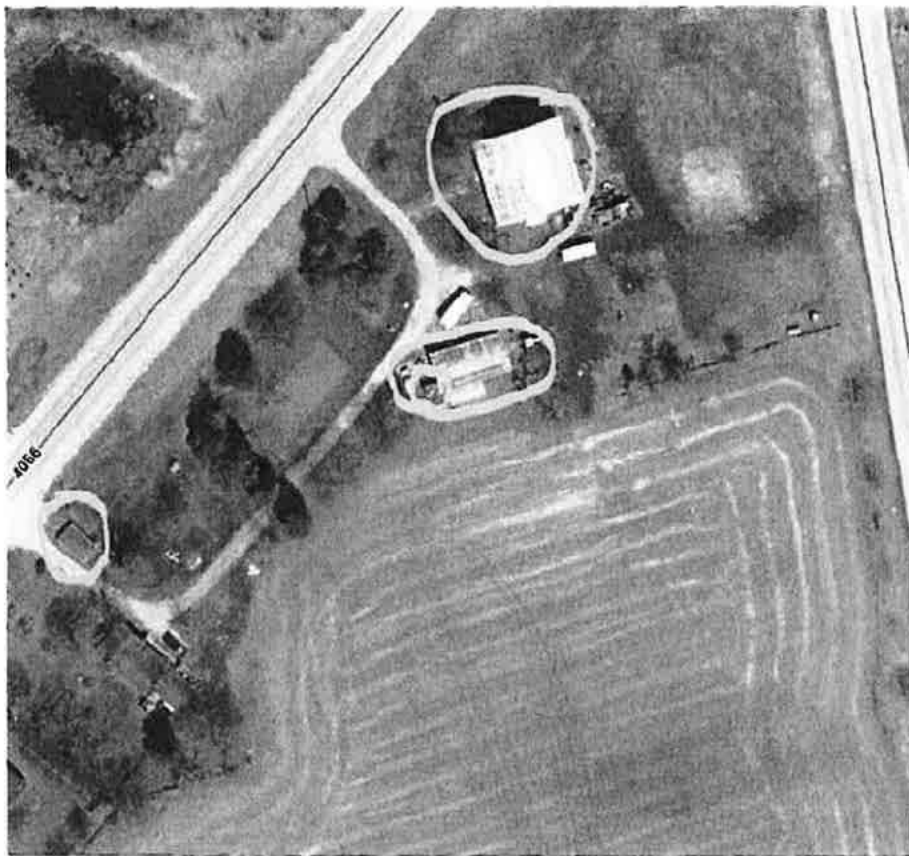
This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: The Corporation of the County of Grey, and

SELLER: [REDACTED]

For the purchase and sale of PT LT 18-20 CON 2 NDR ARTEMESIA PT 1, 3, 4
17R1205 EXCEPT PT 1-2 17R2568; S/T AR19866; Municipality of Grey Highlands,
County of Grey, bearing PIN: 37240-0264

Map of Outbuildings



Buy AS

Notice of Fulfillment of Condition(s) Agreement of Purchase and Sale - Commercial

Form 574
for use in the Province of Ontario

BUYER: The Corporation of the County of Grey

SELLER: [Redacted]

REAL PROPERTY: 405492 Grey Road 4, Legally described as PT LT 18-20 CON 2 NDR ARTEMESIA PT 1, 3, 4 PLAN

17R-1205 EXCEPT PT 1-2 17R-8568; Municipality of Grey Highlands, County of Grey

In accordance with the terms and conditions of the Agreement of Purchase and Sale - Commercial dated the 1st day of November,

2024, regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

This Agreement is conditional upon a review of the Disclosed Agreements by the Buyer to determine if the terms of the Disclosed Agreements are acceptable to it in its sole and absolute discretion (the "Agreement Review Condition").

This Agreement is conditional upon the Buyer having performed or obtained at the Buyer's own expense, inspections, surveying activities and soil, water, engineering, and related tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion, for the construction of a Transportation Services Depot on the land (the "Testing Condition").

This Agreement is conditional upon the Buyer obtaining at the Buyer's expense an Environmental Site Assessment satisfactory to the Buyer in the Buyer's sole and absolute discretion (the "ESA Condition").

This Agreement is conditional upon the Buyer being satisfied, in its sole and absolute discretion, that the land is satisfactory in all other regards for the construction of a Transportation Services Depot on the land (the "Evaluation Condition").

All other terms and conditions in the aforementioned Agreement of Purchase and Sale - Commercial to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser, and "Seller" includes vendor.

DATED at Owen Sound, Ontario, at 12th day of December, 2024
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of:

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

[Redacted]
(Witness)

The Corporation of the County of Grey
Andrea Matrosos
(Buyer/Authorized Signing Officer) ● 11/12/24
[Seal] (Date)

[Redacted]
(Witness)

Zoro Nordin (Dec 11, 2024 11:33 EST)
(Buyer/Seller/Authorized Signing Officer) ● 11/12/24
[Seal] (Date)

Receipt acknowledged at _____ this _____ day of December, 2024 by:
(a.m./p.m.)

Print Name: [Redacted] Signature: _____

RE The trademarks REALTOR®, REALTOR®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.
© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.