

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO. 2026-854**

**Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer  
to execute the Agreement of Purchase and Sale with His Majesty the King in Right  
of Ontario, as Represented by The Minister of Infrastructure for the purchase of the  
Lyell Landfill Site (6319 Highway 523)**

**WHEREAS** the Corporation of the Township of South Algonquin is authorized under the Municipal Act, 2001, S.O. 2001, c. 25, as amended, to acquire land for municipal purposes;

**AND WHEREAS** Corporation of the Township of South Algonquin deems it desirable to purchase the lands legally described herein for municipal purposes;

**NOW THEREFORE** the Council for The Corporation of the Township of South Algonquin enacts as follows:

1. THAT the Corporation of the Township of South Algonquin is hereby authorizes the purchase the lands described as PIN 49229-0242 (LT),LYELL CON 13 PT LOTS 12 AND;13 RP 36R5837 PARTS 1 AND 2;PCL 25798 NIP, locally known as the Lyell Landfill Site, 6319 Highway 523, for the sum of Two Dollars (\$2.00).
2. THAT the Mayor and the CAO/Clerk-Treasurer are hereby authorized to execute all documents necessary to give effect to this By-law, including the Agreement of Purchase and Sale attached hereto and forming part of this By-law, and affix the Corporate Seal on behalf of the municipality.
3. THAT this By-law shall come into force and take effect on the date of its passing.

**READ A FIRST AND SECOND TIME this 14th day of January, 2026.**

\_\_\_\_\_  
Ethel LaValley, Mayor

\_\_\_\_\_  
Bryan Martin, CAO/ Clerk-Treasurer

**READ A THIRD TIME AND PASSED AND ENACTED this this 14th day of January, 2026.**

\_\_\_\_\_  
Ethel LaValley, Mayor

\_\_\_\_\_  
Bryan Martin, CAO/ Clerk-Treasurer

**By signing this by-law, Mayor LaValley has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER  
OF INFRASTRUCTURE**

as **“Vendor”**

and

**THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN**

as **“Purchaser”**

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**AGREEMENT OF PURCHASE AND SALE**

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## AGREEMENT OF PURCHASE AND SALE

### BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY  
THE MINISTER OF INFRASTRUCTURE**  
(hereinafter called the “Vendor”)

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN**  
(hereinafter called the “Purchaser”)

OF THE SECOND PART

### RECITALS:

- A. The Vendor is the owner in fee simple of the property defined as the “Property” in Section 1.01(pp) of this Agreement.
- B. OILC confirms that it is the statutorily designated agent of the Vendor.
- C. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

**NOW THEREFORE** in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## SECTION 1 DEFINITIONS

### 1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

- (a) “**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to this Agreement.
- (b) “**Affiliate**” has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (c) “**Agreement**” means collectively, this agreement of purchase and sale, all schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.
- (d) “**Applicable Laws**” means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations, in each case, in force in the Province of Ontario, or otherwise binding on the Purchaser or the Vendor.
- (e) “**As Is Where Is**” has the meaning ascribed to it in Section 5.01.
- (f) “**Assessment Act**” means the *Assessment Act*, R.S.O. 1990, c. A. 31, as amended from time to time, and any successor or replacement legislation thereto.
- (g) “**Assignee**” has the meaning ascribed to it in Section 14.01.
- (h) “**Authority**” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government ministry, commission, board, tribunal, or any regulatory, administrative or other agency, or any

subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Vendor, the Purchaser and/or the Property, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

- (i) “**Buildings**” means, individually or collectively, as the context requires, all buildings, structures and fixed improvements located on, upon or under the Lands, and all improvements and fixtures of the Vendor contained in, upon or on such buildings and structures which are used in the operation of same, but excluding all buildings, structures, fixtures and improvements which are not owned by the Vendor, and “**Building**” means any one of the Buildings.
- (j) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (k) “**Chattels**” means, collectively, the equipment, inventory, supplies and other chattels owned by the Vendor as of the Closing Date, located at the Lands or Buildings, and used in the maintenance, repair and operation of the Property, if any, all of which are listed in Schedule C to this Agreement.
- (l) “**Class EA**” means the Class Environmental Assessment Process for the Ministry of Infrastructure or Ministry of Government and Consumer Services, as the case may be, as it applies to OILC realty activities (being as at the date of this Agreement the “Ministry of Infrastructure Public Work Class Environmental Assessment (Office Consolidation)”, as approved April 28, 2004 and amended on September 11, 2008 and on October 31, 2012), as approved, amended, or renewed from time to time by the Minister of the Environment, Conservation and Parks pursuant to Part II.1 of the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (m) “**Class EA and Heritage Requirements**” has the meaning ascribed to it in Section 8.01.
- (n) “**Closing**” means the closing of the Transaction, including the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (o) “**Closing Date**” means the day which is fifteen (15) Business Days following the expiration of the Inspection Period, or any extension of such date pursuant to the terms hereof, or such other date to which the Parties may agree in writing.
- (p) “**Contaminant**” has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment, Conservation and Parks and/or the Ministry of Labour.
- (q) “**Crown Right Request**” has the meaning ascribed to it in Section 12.01.
- (r) “**Date of Acceptance**” means the date the Vendor approves and accepts this Agreement.
- (s) “**Deposit**” has the meaning ascribed to it in Section 3.01.
- (t) “**Digital and Data Directive**” means Ontario’s Digital and Data Directive published January 29, 2021 and updated August 16, 2023, as may be further amended or superseded from time to time.
- (u) “**Document Registration Agreement**” means the form of the document registration agreement published on the Law Society of Ontario website on June 10, 2021.
- (v) “**Encumbrance**” means any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claims, restrictive covenants, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, and any agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) whether registered or unregistered affecting title to the Lands and/or Buildings or any part thereof or interest therein.

- (w) “**Environmental Law**” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating in any way to the protection of the natural or human environment (including land, surface water, groundwater and real, personal, moveable and immoveable property), natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, reuse, recycling, treatment, storage, disposal, packaging, transport, importation, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.
- (x) “**Environmental Objection**” has the meaning ascribed to it in Section 5.02.
- (y) “**Environmental Reports**” means the reports relating to the environmental condition of the Lands and/or Buildings as identified in Schedule D.
- (z) “**Further Class EA Extension Period**” has the meaning ascribed to it in Section 8.02(d)(i).
- (aa) “**Further Extension Period**” has the meaning ascribed to it in Section 8.03(b).
- (bb) “**Hazardous Substance**” means any substance which is a Contaminant or is regulated by, defined in, or which is considered a contaminant, pollutant, waste or deleterious or hazardous substance or similar term under Environmental Law, or which is or may be hazardous to persons or property or materially detrimentally affect property value and includes, without limiting in any way the generality of the foregoing:
  - (i) radioactive materials;
  - (ii) explosives;
  - (iii) any substance that, if added to any air, land and/or water, would degrade or alter or form part of a process of degradation or alteration of the quality of that air, land and/or water, to the extent that it is detrimental to its use by human beings or by any animal or plant;
  - (iv) any solid, liquid, gas, micro-organism, sound, vibration, ray, heat, radiation, odour or combination of any of them that is likely to detrimentally alter the quality of the environment (including air, land and water) in any way, or the presence of which in the environment is prohibited by Environmental Law or is likely to detrimentally affect the life, health, safety, welfare or comfort of human beings or animals or to cause damage to or otherwise impair the quality of the soil, vegetation, wildlife or property;
  - (v) toxic substances;
  - (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any Authority having jurisdiction over the Vendor, any party to a Tenancy Agreement, if any, or the Property;
  - (vii) any substance the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Law;
  - (viii) bio-medical waste; and
  - (ix) anything contaminated by any Hazardous Substance listed above.
- (cc) “**HST**” has the meaning ascribed to it in Section 4.01 of this Agreement.
- (dd) “**Initial Class EA Extension Period**” has the meaning ascribed to it in Section 8.02.
- (ee) “**Initial Extension Period**” has the meaning ascribed to it in Section 8.03.
- (ff) “**Inspection Period**” means a period of thirty (30) days, beginning the day the Vendor notifies the Purchaser that the Sale Approval has been obtained.

- (gg) “**Lands**” means the land(s) described in Schedule A.
- (hh) “**Land Use Regulations**” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing Official Plans, zoning by-laws and zoning orders.
- (ii) “**Land Transfer Tax Affidavit**” has the meaning ascribed to it in Section 16.01.
- (jj) “**Municipality**” means the municipality (or municipalities) where the Property is located.
- (kk) “**OILC**” means Ontario Infrastructure and Lands Corporation.
- (ll) “**Open Data**” means data that is required to be released to the public pursuant to the Digital and Data Directive.
- (mm) “**Participation Agreement**” has the meaning ascribed to it in Section 15, and attached as Schedule G.
- (nn) “**Permitted Encumbrances**” means, collectively, the Encumbrances listed in Schedule B and any Encumbrances created under the terms of this Agreement.
- (oo) “**Person**” means a natural person, a partnership of any type, a corporation, a joint venture, a syndicate, a chartered bank, a trust, a trust company, Authority or an agency thereof, a trustee or an executor, or an administrator or other legal representative.
- (pp) “**Property**” means, collectively, all of the right, title and interest of the Vendor in and to each of the Lands, the Buildings, and the Chattels.
- (qq) “**Property Use**” means the present use or, if currently unused, the most recent use of the Property as prescribed by regulations under the *Environmental Protection Act*, R.S.O. 1990, c. E.19, more specifically O. Reg. 153/04 (including sections 1, 2 and 3 thereof), as the same may be amended from time to time.
- (rr) “**Property Documents**” means the documents in OILC’s possession as of the date of this Agreement related to the Property as set out in Schedule D and may include:
  - (i) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Property and related materials;
  - (ii) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
  - (iii) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
  - (iv) copies of building inspection reports, the Environmental Reports, heritage reports and archaeological reports relating to the Property; and
  - (v) any plan of survey of the boundaries of the Property.
- (ss) “**Purchase Price**” means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments.
- (tt) “**Purchaser’s Reports**” has the meaning ascribed to it in Section 5.06.
- (uu) “**Restricted Person**” means any Person or any member of a group of Persons acting together, any one of which:
  - (i) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada or Ontario;
  - (ii) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics, substances or arms, or is or has been involved in terrorism;

- (iii) in the case of an individual, (i) he or she has been convicted of any indictable offence, less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) he or she has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder;
  - (iv) in the case of a person other than an individual, if it or any of the members of its (or its general partner’s) board of directors or its senior executive managers has been convicted of any indictable offence less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) any of the members of its (or its general partner’s) board of directors or its senior executive managers has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder;
  - (v) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
  - (vi) is subject to a material claim of Vendor or the Crown under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a “Restricted Person” is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in the Vendor’s view, in either case, be reasonably likely materially to affect the ability of the Purchaser to perform its obligations under this Agreement; or
  - (vii) has a material interest in the production of tobacco products.
- (vv) **“Requisition Date”** has the meaning ascribed to it in Section 13.01.
- (ww) **“Sale Approval”** means the necessary internal governmental approvals required to dispose of the Property to the Purchaser including, but not limited to, the approval of the Lieutenant Governor-in-Council pursuant to Section 9 of the *Ministry of Infrastructure Act*, 2011 S.O. 2011, C. 9, Sched. 27 for the sale of the Property.
- (xx) **“Tenancy Agreements”** means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and which are listed in Schedule B.
- (yy) **“Transaction”** means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.
- (zz) **“Vendor”** means His Majesty the King in right of Ontario as represented by the Minister of Infrastructure and includes, for the purpose of any exculpatory clause and indemnity included in this Agreement in favour of the Vendor, OILC, any ministries, agencies, representatives, servants, employees, agents, invitees, officers, directors, contractors and licensees of His Majesty the King in right of Ontario and OILC, and their brokers, service provider(s) and any other entity over whom the Vendor or OILC may reasonably be expected to exercise control.

All references to a statute or regulation include all amendments, re-enactments or replacements of the statute or regulation. All references to a government ministry, minister, board or tribunal shall be interpreted to include its predecessor or successor, where applicable as determined by the Vendor.

## SECTION 2 AGREEMENT OF PURCHASE AND SALE

Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, transfer and assign to the Purchaser all of the right, title and interest of the Vendor in the Property and the Purchaser will purchase, acquire and assume the Property from the Vendor for the Purchase Price of Two Dollars (\$2.00) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments on the Closing Date.

## SECTION 3 DEPOSIT / PAYMENT OF PURCHASE PRICE

- 3.01** The Purchaser will pay to OILC in trust, by wire transfer or direct deposit of certified funds:
- (a) Upon the submission of this offer to purchase, a sum equal to five percent (5%) of the Purchase Price as a deposit to be credited towards the Purchase Price on the Closing Date; and
  - (b) Within forty-eight (48) hours of the Date of Acceptance, a further sum equal to five percent (5%) of the Purchase Price, as a further deposit to be credited towards the Purchase Price on the Closing Date (collectively, the “**Deposit**”).

Notwithstanding the foregoing, and given that the Vendor has agreed to a nominal sale to the Purchaser, the parties agree that the Purchaser shall not be required to provide a Deposit.

- 3.02** The parties authorize and direct OILC forthwith after the Date of Acceptance, to invest the Deposit with a Canadian bank as identified in Schedule I of the *Bank Act*, S.C., 1991, c. 46 (Canada) in an interest-bearing account, provided that: (i) such investment is available to OILC through its usual bankers; and (ii) the investment may be readily converted to cash so it is available on the anticipated Closing Date or date of earlier termination of this Agreement as otherwise provided in this Agreement. Interest earned on the Deposit shall accrue to the benefit of and, subject to Sections 3.04 and 5.03, be paid to the Purchaser within six (6) months following the Closing Date or earlier termination of this Agreement. Notwithstanding the foregoing, the parties agree that OILC shall have no obligation to maximize interest, or pay any interest to the Purchaser, on the Deposit if OILC determines that anticipated interest to be earned on the Deposit will not justify any related expenses considering the rate of interest available and the anticipated time the Deposit will be held before Closing.
- 3.03** In the event that this Agreement is terminated due to a specific or other default by the Purchaser, then the Deposit, together with all interest accrued thereon, shall be forfeited to the Vendor as liquidated damages and without prejudice to any rights, recourse, remedies, claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser’s default.
- 3.04** If the Transaction is completed, the Deposit shall be credited against the Purchase Price due on Closing. All interest accrued and calculated pursuant to this Agreement shall be paid to the Purchaser or the Purchaser’s solicitor in trust by wire transfer or by electronic means at the Vendor’s sole discretion following Closing.
- 3.05** On Closing the Purchase Price shall be paid and satisfied as follows:
- (a) by release of the Deposit to the Vendor; and
  - (b) the balance of the Purchase Price, as adjusted pursuant to this Agreement shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date by the Purchaser to OILC in trust by way of wire transfer or direct deposit of certified funds. Such payment shall be deemed to have been made when OILC’s financial institution confirms receipt of such wire transfer or direct deposit of certified funds.
- 3.06** This Agreement shall be completed on the Closing Date in accordance with the Document Registration Agreement.

#### **SECTION 4 HARMONIZED SALES TAX**

- 4.01** The Purchase Price of the Property does not include the Harmonized Sales Tax (“HST”) payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E.15 (Canada) (the “ETA”). Subject to Section 4.02, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by wire transfer or direct deposit of certified funds, all HST payable as a result of this Transaction in accordance with the ETA.
- 4.02** Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, prior to and on Closing, the Purchaser (or any Assignee pursuant to Section 14.02) is registered under the ETA and in that event, the Purchaser shall:
- (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the ETA;
  - (b) provide to the Vendor, on the Closing Date, a certificate confirming that the Purchaser is registered under the ETA for the purposes of collecting and remitting HST, and confirming its HST registration number under the ETA, together with an indemnity in favour of the Vendor for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Vendor as a result of the Vendor’s failure to collect HST from the Purchaser on the Closing Date, such certificate and indemnity to be in a form satisfactory to the Vendor’s solicitor, acting reasonably; and
  - (c) in the case of an Assignee, enter into and shall cause the Assignee to enter into an assignment and assumption agreement of this Agreement on the Vendor’s standard form pursuant to the terms of Section 14.02,

failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the ETA.

- 4.03** The Purchaser's obligations under this Section 4 shall survive and not merge on Closing.

#### **SECTION 5 "AS IS WHERE IS", PURCHASER’S INSPECTION PERIOD, AND ENVIRONMENTAL INDEMNITY**

- 5.01** The Purchaser acknowledges and agrees that:
- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of, or at the direction of, the Vendor in connection therewith;
  - (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any improvements thereon in an “As Is Where Is” condition. The term “**As Is Where Is**” means in its condition or state on the date of Closing without any agreement, representation or warranty of any kind whatsoever, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands, access to and from public roads, suitability for development, physical characteristics, profitability, the condition of the Buildings or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser’s intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property;

- (c) the Purchaser currently uses, operates, occupies and maintains the Property and has continuously used, operated, occupied and maintained the Property for at least twenty years prior to the date of this Agreement, as such, has knowledge of the condition or state of the Property from the date the Purchaser first occupied the Property;
- (d) the Property is currently being used as a landfill and for waste disposal purposes by the Purchaser and there is the possibility of the presence on the Property of historic Hazardous Substances or Contaminants not captured by the Purchaser's municipal sampling results, including those results from any surface and groundwater monitoring; and
- (e) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof.

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

- 5.02** During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property, including compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists the presence of a Hazardous Substance or Contaminant on, in, at, under, emanating from or onto the Property at a concentration that exceeds the applicable site condition standards for the current Property Use, the risk or presence of which the Purchaser is not prepared to assume, then the Purchaser shall, by written notice, provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance, Hazardous Substance or Contaminant and quantify the remediation cost (collectively, an "**Environmental Objection**"). Upon receipt of an Environmental Objection, the Vendor may elect, at its option and in its sole discretion, by written notice to the Purchaser within ten (10) Business Days from the Vendor's receipt of the Environmental Objection:

- (a) to undertake, as the Purchaser's sole and exclusive remedy, to take such actions, complete such work and/or implement such measures, in the Vendor's sole discretion as to means and methods, as may be necessary to correct the matter of non-compliance prior to the Closing Date or as soon as reasonably possible after the Closing Date if compliance prior to Closing is not, in the Vendor's opinion, reasonably possible;
- (b) to credit the Purchaser, as the Purchaser's sole and exclusive remedy, the quantified cost of correcting the matter of non-compliance as an adjustment to the Purchase Price, in which event the Purchaser shall, on Closing, expressly assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Closing Date and shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever in connection with the Hazardous Substance, Contaminant and/or matter of non-compliance;
- (c) to terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor; or
- (d) refuse to do either (a), (b), or (c) above in which event the Purchaser shall have the option to either: (i) complete the Transaction without adjustment to the Purchase Price; or (ii) terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor.

In the event the Vendor fails to make an election within said ten (10) Business Day period, the Vendor will be deemed to have elected option (d) above. The Purchaser shall then have ten (10) days from the date of the Vendor's election or deemed election under paragraph (d) above to elect,

by notice in writing to the Vendor, to terminate or complete the Transaction as per paragraph (d) above and in the event the Purchaser fails to make an election within the said ten (10) day period the Purchaser shall be deemed to have elected to complete the Transaction without adjustment to the Purchase Price.

- 5.03** During the Inspection Period, the Vendor will permit the Purchaser access to the Property, at reasonable times and upon a minimum of three (3) Business Days' prior written notice to the Vendor, to carry out, at the Purchaser's sole expense and risk, such investigations, tests and inspections as the Purchaser deems necessary, provided that the Purchaser takes all reasonable care in the conduct of such investigations, tests and inspections. All tests, investigations and inspections conducted by the Purchaser or its representatives shall be commenced and completed during the Inspection Period and shall be carried out as expeditiously as possible and at times and in such manner so as to not interfere with any tenants, occupants or licensees on the Property and the operation and maintenance of the Property. The Purchaser shall promptly repair or pay the cost of repair of any damage occasioned during or resulting from such investigations, tests and inspections of the Property conducted by the Purchaser or its representatives and to return the Property to the condition it was in prior to such investigations, tests and inspections, all at the sole cost and expense of the Purchaser within the Inspection Period. The Vendor assumes no responsibility for, and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser's and/or its agents' or consultants' presence on the Property or the Purchaser's and/or its agents' or consultants' activities on or in connection with the Property. If for any reason the Purchaser has not restored the Property pursuant to the requirements of this Section during the Inspection Period, the Vendor may allow the Purchaser access to the Property after the expiry of the Inspection Period for a period of up to ninety (90) days, at the Vendor's sole discretion, such access to be used only to restore the Property to its original condition at the Date of Acceptance and for no other purpose. The Vendor shall be entitled to deduct from the Deposit paid by the Purchaser hereunder the amount of any losses, costs, claims, third party actions, damages and expenses which the Vendor may suffer or incur as a result of a breach of this Section 5.03. The obligations in this Section 5.03 shall survive termination of this Agreement and shall not merge on Closing.
- 5.04** The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' prior written notice for each inspection. The Vendor or its representative shall have the right, but not the obligation, to attend each inspection.
- 5.05** The Vendor shall provide to the Purchaser, within five (5) days of the date of commencement of the Inspection Period, the Property Documents listed in Schedule D. The Purchaser acknowledges and agrees that: (i) the Property Documents are being provided to the Purchaser for informational purposes only and the Vendor makes no representations or warranties whatsoever with respect to the content, completeness or accuracy of the Property Documents, or the environmental or any other condition of the Property; (ii) the Vendor shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any error, omission or inaccuracy contained in any Property Document; and (iii) as of the Closing Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Property Documents or have been discovered by the Purchaser in the course of its due diligence or other investigations or inspections of the Property.
- 5.06** The Purchaser covenants and agrees that the Property Documents provided by the Vendor and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("**Purchaser's Reports**") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Property Documents, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such Property Documents, Purchaser's Reports and/or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent Authority. If this Agreement is terminated for any reason, the Purchaser will promptly return to the Vendor all Purchaser's Reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.

- 5.07** Upon the expiry of the Inspection Period and in the absence of the Purchaser delivering: (i) an Environmental Objection; and (ii) a notice to terminate the Agreement under Section 5.02(d), the Purchaser shall be conclusively deemed to have waived any and all rights to terminate this Agreement and have accepted the Property in its As Is Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent Authority, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5.08** As an inducement to, and as further consideration for, the Vendor agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise, including, but not limited to, anything resulting from the Purchaser's ongoing current and historic use and occupation of the Property as a landfill and for waste disposal purposes. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
- 5.09** The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant, including, but not limited to, anything resulting from the Purchaser's ongoing current and historic use and occupation of the Property as a landfill and for waste disposal purposes.. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage or loss, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
- 5.10** The parties shall execute and exchange at the time of Closing such further documentation of the agreements herein contained as either party reasonably requests, including, but not limited to, an agreement, in the form attached as Schedule F, whereby the Purchaser shall reaffirm the release, covenant not to sue and indemnifications regarding the condition of the Property and environmental matters set forth in this Section 5. Notwithstanding the foregoing, the release, covenant not to sue and indemnifications set forth in this Section 5 shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and the Purchaser shall be bound by them, regardless of whether or not the Purchaser executes any separate agreement at the time of Closing. The parties further acknowledge and agree that all documents attached hereto as schedules to the Agreement shall be in substantially the same form at the time of Closing for execution, subject to any amendments, modifications, or additions required by the Vendor, acting reasonably, prior to the Closing Date.
- 5.11** The Purchaser acknowledges that it has been advised that the Property has the potential to contain one or more archeological sites as identified in the Stage 1 Archaeological Assessment Report prepared by Archaeological Services Inc. dated January 2021.

The Purchaser covenants that neither the Purchaser nor any successor, assignee, tenant, licensee or other person may undertake any excavation, construction or other development of the Property unless and until:

- (a) a licenced archeologist is retained by the Purchaser and such archeologist has completed the Stage 2 archaeological work in consultation with the local First Nations communities; and
- (b) in the event that any archaeological sites are identified during a Stage 2 assessment:
  - (i) further archeological assessment and mitigation is completed in accordance with the Ontario Heritage Act; and
  - (ii) a letter of acceptance is issued by the Ministry of Heritage, Sport, Tourism and Culture Industries for all applicable archangelical assessment reports confirming that there are no further archaeological concerns for the Property or that any archaeological resources identified on the Property have no further cultural heritage value or interest.

**5.12** The Purchaser acknowledges that in the event all or a portion of the Lands constitute unpatented public lands as set out under the *Public Lands Act*, pursuant to Section 37.2 of such Act, the Vendor (being a Minister of the Crown in right of Ontario) may transfer a freehold interest in such lands without letters patent being issued to effect such transfer and that such transfer has the same legal effect as a Crown grant issued through letters patent.

**5.13** This Section 5 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

## SECTION 6 VENDOR'S CONDITIONS

**6.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:

- (a) the Vendor shall have obtained the Sale Approval pursuant to Section 7 of this Agreement;
- (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
- (c) the representations and warranties of the Purchaser set forth in this Agreement, including but not limited to those pursuant to Section 11, shall be true and accurate in all material respects as if made as of the Closing; and
- (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance to this Agreement.

**6.02** The conditions set forth in Section 6.01 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, or by its solicitors on its behalf, in the sole and absolute discretion of the Vendor by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Closing Date.

**6.03** If a condition set forth in Section 6.01 is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on the Closing in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Vendor's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and (i) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in Section 6.01(a), neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages, and the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction, and (ii) in the event the Agreement is terminated as

a result of the non-fulfilment of any of the conditions set forth in Section 6.01(b), (c) or (d), the Deposit shall be forfeited to the Vendor as liquidated damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default therein.

## SECTION 7 SALE APPROVAL

- 7.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition: within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the Sale Approval, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld. The Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.
- 7.02** If the Vendor is unable to satisfy the condition set out in Section 7.01 within the said ninety (90) day period, the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.
- 7.03** The Purchaser acknowledges that any Sale Approval that the Vendor obtains with respect to the Property may be subject to the limitations stated therein, including but not limited to a limitation that such approval shall be valid for a specified period of time from the date of such Sale Approval (the "**Approval Term**"), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the "**Expiry Date**"), or on such date that such other limitation(s), if any, is/are not met and satisfied. In the event that the Vendor shall have obtained a Sale Approval for the Property in satisfaction of the condition set out in Section 7.01, and in the event that the completion of the Transaction has not occurred on or before the Expiry Date set out in such Sale Approval or such date that such other limitation(s), if any, is/are not met and satisfied, notwithstanding any waiver of the condition set out in Section 7.01, this Agreement shall then be null and void, the Deposit shall be returned to the Purchaser together with all interest accrued thereon (subject to Section 5.03) and neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages.

## SECTION 8 CLASS EA AND HERITAGE REQUIREMENTS / INDIGENOUS CLAIMS

- 8.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition on or before the Closing Date: the Vendor shall have completed the applicable Class EA and heritage requirements for the Property and the Transaction (collectively, the "**Class EA and Heritage Requirements**"). For purposes of this condition, the Class EA and Heritage Requirements shall, without limitation, include and be deemed to include the following specific requirements:
- (a) if applicable, the requirements of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction; and
  - (b) the requirements of the Standards & Guidelines for Conservation of Provincial Heritage Properties issued by the Ministry of Tourism, Culture and Sport pursuant to Section 25.2 of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction.
- 8.02** Notwithstanding any other provision of this Agreement, the completion of the Transaction is subject to continuing compliance to the Closing Date with all Class EA and Heritage Requirements. In the event that prior to the Closing Date:
- (a) any governing Authority makes or issues, or the Vendor receives any notice or communication from any governing Authority that it is considering whether to make or issue, any order or directive pursuant to the Class EA and Heritage Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Class EA and Heritage

Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the *Environmental Assessment Act*);

- (b) a written request has been made to a government ministry or minister, of which the Vendor has notice, that other or different measures be taken to comply with the Class EA and Heritage Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Closing Date for at least an additional thirty (30) days (the “**Initial Class EA Extension Period**”) by notice in writing to the Purchaser during which time the Vendor shall:

- (c) use reasonable efforts to determine whether the request in subsection (b) above has been satisfied or has been refused; and
- (d) at its option and in its sole discretion, either:
  - (i) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event the Vendor may extend the Closing Date up to (but no more than) three times, for a further period of thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the “**Further Class EA Extension Period**”); or
  - (ii) within the Initial Class EA Extension Period or at any time within the Further Class EA Extension Period, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

**8.03** Notwithstanding any other provision of this Agreement, if at any time prior to the Closing Date the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other indigenous group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date for at least an additional thirty (30) days (the “**Initial Extension Period**”) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest;
- (b) enter into arrangements which enable the Vendor to complete the sale of the Property in accordance with Section 8.03(a), for which purpose it may extend the Closing Date up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the “**Further Extension Period**”); or
- (c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect, the Deposit shall be returned to the Purchaser together with all interest accrued thereon (subject to Section 5.03) and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

**8.04** If at any time prior to Closing, the Vendor receives instruction, notification or otherwise becomes aware of any requirements imposed by or from an Authority, including without limitation any additional Class EA and Heritage Requirements, not otherwise contemplated in this Section 8 and with which the Vendor must comply as a condition of disposing of the Property or completing the Transaction, then the Vendor may at its option and in its sole and unfettered discretion extend the

Closing Date up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
- (b) have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

## **SECTION 9 RISK**

- 9.01** Until completion of the Transaction on the Closing Date, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Closing Date (other than damage occasioned during or resulting from the Purchaser's and/or its agents, consultants or representatives entries and/or activities on or to the Property, in which event Section 5.03 shall govern), the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the Transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arm's length in which event the Purchaser will complete the Transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall, subject to Section 5.03, be immediately returned to the Purchaser, with interest and without deduction, and neither party shall, subject to Section 5.03, have any further rights or obligations hereunder.
- 9.02** From and including the Closing Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under or near the Property existing as of the Closing Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.

## **SECTION 10 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 10.01** The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act*, R.S.C. 1985, c.1 (5<sup>th</sup> Supp.).
- 10.02** Any information provided by the Vendor or its agents, including the Property Documents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Property Documents or any other information it has provided to the Purchaser.

## **SECTION 11 PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 11.01** The Purchaser warrants and represents to the Vendor that:

- (a) the Purchaser (or any Assignee pursuant to Section 14.02) is not a Restricted Person (and will not be so on Closing) and does not have a conflict of interest with the Vendor or OILC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser acknowledges having reviewed the Certificate in the form attached hereto as Schedule E, represents and warrants to the Vendor that the terms and conditions contained in the Certificate are true, valid and binding upon the Purchaser as of the Purchaser's time of execution of this Agreement (and will remain so on Closing), and that following the Purchaser's execution of the Agreement, the Purchaser shall forthwith notify the Vendor in writing if the Purchaser's circumstances change in any way such that the representations and warranties contained in the Certificate no longer remain true at Closing. If the circumstances have changed such that:
- (i) the Purchaser (or any Assignee) is no longer not a Restricted Person on Closing;
  - (ii) the representations and warranties in the Certificate no longer remain true on Closing;
  - (iii) the Vendor determines, in its sole discretion, that this representation and warranty has been breached; or
  - (iv) the Purchaser has not forthwith provided notice of a change in the Purchaser's circumstances that impacts the Purchaser's representation and warranty for any reason whatsoever,

the Vendor may, in its sole discretion, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement;

- (b) In the event that the Purchaser is a corporation, that the Purchaser is a corporation duly incorporated and existing under the laws of the Province of Ontario or the laws of Canada and has the necessary corporate authority, power, right and capacity to own and purchase the Property and to enter into, execute and deliver this Agreement and the Purchaser's closing deliverables and to carry out the Transaction contemplated herein; and
- (c) the Transaction and the obligations of the Purchaser hereunder and the documents and transactions contemplated herein have been, or will by the Closing Date be, authorized by all required and appropriate signatories, effected by all requisite proceedings and constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their terms.

**11.02** The Vendor shall deliver and the Purchaser shall accept vacant possession of the Property on the Closing Date in an As Is Where Is condition, subject to: (i) the rights of tenants and licensees as set out in the Tenancy Agreements, if any and (ii) the Permitted Encumbrances.

**11.03** As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.

**11.04** Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Closing Date. On Closing, the Purchaser shall execute and deliver an assignment and assumption agreement to reflect the foregoing, in the form attached as Schedule H.

**11.05** On the Closing Date, the Purchaser will also execute and deliver a Purchaser's Acknowledgement, Indemnity and Release in the form attached as Schedule F, accepting, assuming and indemnifying the Vendor with respect to all such matters referred to therein.

**SECTION 12  
SEVERANCE**

- 12.01** The Vendor is entitled to invoke “Crown Right” to sever property, being the ability of the Crown to divide land referenced under the subdivision and part-lot control provisions of the *Planning Act*, R.S.O. 1990, c. P.13.

**SECTION 13  
TITLE**

- 13.01** The Purchaser shall have until the expiry of the original Inspection Period (the “**Requisition Date**”) to investigate title to the Property at the Purchaser's expense. The Purchaser agrees that if the Inspection Period is extended for any reason the Requisition Date shall remain unchanged and further agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.
- 13.02** On the Closing Date, the Purchaser shall accept title to the Property in an As Is Where Is condition and more specifically also accept title subject to the following:
- (a) the Land Use Regulations;
  - (b) the Tenancy Agreements, if any; and
  - (c) the Permitted Encumbrances;

The Purchaser agrees to satisfy itself with respect to compliance with all of the Land Use Regulations, Tenancy Agreements and Permitted Encumbrances, and further agrees that the Vendor shall not be required to provide any evidence of compliance with same nor remedy any instance of non-compliance thereof.

- 13.03** If, prior to the expiry of the Requisition Date, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.
- 13.04** The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality or any other Authority.

**SECTION 14  
NO ASSIGNMENT**

- 14.01** The Purchaser shall have no right to re-direct title or assign in whole or in part or otherwise grant any of its rights and obligations under this Agreement to any Person, or to direct title to the Property to any Person, without, in each instance, obtaining the prior written consent of the Vendor prior to the expiry of the Inspection Period, which consent may be arbitrarily withheld or delayed in the Vendor's sole discretion.
- 14.02** If the Vendor consents to a title re-direction or an assignment of this Agreement to any Person (the “**Assignee**”, in either event), the Purchaser shall cause the Assignee and the Purchaser (as assignor), to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement, and both the Assignee and the Purchaser shall enter into the Vendor's standard form of an assignment and assumption agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment or title re-direction to an Assignee and shall remain jointly and severally liable with the Assignee therefor.

- 14.03** In the event of any title re-direction or assignment of this Agreement to an Assignee, both the Purchaser (as assignor) and the Assignee shall also provide a similar representation, warranty and Certificate as required of the Purchaser in Section 11.01, to the satisfaction of the Vendor.

## **SECTION 15 PARTICIPATION AGREEMENT**

- 15.01** In the event of a disposition where the Property is being sold to the Purchaser for a specified purpose and/or at less than market value, as determined by the Vendor, it is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property.
- 15.02** On or before Closing, to give effect to this Section, the Purchaser shall deliver a fully executed copy of the participation agreement set out in Schedule G (the “**Participation Agreement**”). The parties further agree that, on or before Closing, the Vendor will execute and deliver to the Purchaser an acknowledgement and direction of notice of Participation Agreement (the “**A&D Notice**”) and the Purchaser will execute and deliver to the Vendor a reciprocal acknowledgement and direction of the Vendor’s A&D Notice. The Purchaser covenants to have the notice of Participation Agreement registered against title to the Lands on Closing and acknowledges that in the absence of the delivery of the Participation Agreement and the registration of notice of the Participation Agreement on title, the Vendor would not have entered into this Agreement. At the request of the Vendor, the Purchaser shall also enter into a charge or other form of security, acceptable to the Vendor at its sole, unfettered discretion, to secure payment of the Profit (as that term is defined in the Participation Agreement). This Section 15 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

## **SECTION 16 PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS**

- 16.01** The Transfer/Deed of Land will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration (“**Land Transfer Tax Affidavit**”), which will be prepared by the Purchaser. The Purchaser shall be responsible for declaring the true value of the consideration pursuant to current Ministry of Finance guidelines, including declaring any monetary amounts apart from the Purchase Price that are assumed by the Purchaser as part of the Transaction, including those outlined in Section 17 of this Agreement (collectively, the “**Land Transfer Tax**”). Furthermore, the Purchaser shall pay Land Transfer Tax upon the registration of the Transfer/Deed of Land, calculated upon the true value of the consideration in accordance with Applicable Laws and land transfer tax policies, and covenants that it shall not:
- (a) pay the Land Transfer Tax directly to the Ministry of Finance prior to the registration of the Transfer and shall not make statements in the Land Transfer Tax Statements to this effect; and/or
  - (b) state in the land transfer tax statements of the Transfer/Deed of Land that the total consideration for the Transaction is a nominal sum as a result of paying the Land Transfer Tax directly to the Ministry of Finance.
- 16.02** The Purchaser acknowledges that the *Planning Act*, R.S.O. 1990, c. P.13 does not bind the Vendor and that the Vendor does not complete the *Planning Act* statements on the Transfer/Deed.
- 16.03** The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of all Land Transfer Tax, all registration fees and all other taxes and fees payable in connection with the registration of the Transfer/Deed of Land and, if applicable, any registration costs required to complete the Transaction as the Vendor may reasonably require.

## **SECTION 17 VENDOR'S LEGAL FEES, REFERENCE PLAN & APPRAISAL COSTS**

Intentionally Deleted.

## SECTION 18 TENDER

- 18.01** Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Vendor and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the party tendering has completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor, and specifically when the tendering party's solicitor has electronically "signed" the Transfer/Deed of Land and any other closing document, if any, to be electronically registered for completeness and granted access to the other party's solicitors to same, but without the necessity for the tendering party's solicitor actually releasing such documents to the other party's solicitor for registration.
- 18.02** For any transfer of funds from the Vendor to the Purchaser (or the Purchaser's solicitor) in connection with an adjustment, return of the Deposit subject to Section 5.03, or any other payment in favour of the Purchaser, the Vendor may require a void cheque or letter from the banking institution confirming the recipient's banking account information prior to such transfer of funds. This provision shall survive and not merge on Closing.

## SECTION 19 ADJUSTMENTS

- 19.01** Adjustments between the Vendor and the Purchaser shall be made on the Closing Date for local improvement rates, utility costs, rents, and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property, as well as those items otherwise expressly provided for in this Agreement. Any adjustments shall be made on the basis that, except as may be otherwise expressly provided for in this Agreement:
- (a) the Vendor shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Closing Date; and
  - (b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Closing Date.
- 19.02** The Purchaser acknowledges that the Vendor makes payments in lieu of property taxes in respect of the Property pursuant to the *Municipal Tax Assistance Act*, R.S.O. 1990, c. M.59 and there will be no adjustments between the Vendor and the Purchaser for property taxes. From and after the Closing Date, the Purchaser shall be responsible for paying all applicable property taxes in respect of the Property, regardless of whether the Municipal Property Assessment Corporation assesses the Property at a value greater than the Purchase Price.
- 19.03** Without limiting any of the Purchaser's other obligations in respect of the Property after Closing, the Purchaser shall not, directly or indirectly, seek appeal or otherwise seek a change of the assessed value of the Property based on easements, restrictive covenants or lanes used as right of way as outlined in section 9 of the *Assessment Act*, as such section may be amended, superseded or replaced from time to time. Subject to the foregoing, if the Purchaser wishes to appeal any assessment in connection with the Property, the Purchaser shall give the Vendor prior written notice of same, keep the Vendor informed of all developments in connection with such appeal and permit the Vendor to participate in any such appeal at the Vendor's cost.
- 19.04** The Purchaser hereby indemnifies, covenants not to sue and save harmless each of the Province of Ontario, His Majesty the King in right of Ontario, the Vendor, and any employee, director, officer, appointee, or agent of His Majesty the King in right of Ontario or the Vendor, from any and all manner of actions, suits, damages, losses, costs, claims and demands of any nature whatsoever relating to or arising from a reassessment under the *Assessment Act* of the value of the Property. The Purchaser's obligations under this Section 19.04 shall survive and not merge on Closing.

- 19.05** Any adjustments that cannot be determined on the Closing Date shall be determined by the parties as soon after the Closing Date as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. On the Closing Date, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.
- 19.06** All adjustments to be made under Section 19.01 shall be raised and completed by the parties on or before the date which is no later than six (6) months from the Closing Date and no re-adjustment may be made by either party thereafter.
- 19.07** The Vendor's and Purchaser's obligations under this Section 19 shall survive and not merge on Closing.

## **SECTION 20 ELECTRONIC REGISTRATION**

- 20.01** Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, and the *Electronic Registration Act*, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this Transaction); and
  - (b) be subject to conditions whereby each solicitor receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of the Document Registration Agreement.
- 20.02** The Vendor and the Purchaser shall irrevocably instruct their respective solicitors to be bound by the terms of the Document Registration Agreement.

## **SECTION 21 CLOSING DELIVERABLES**

- 21.01** Subject to the provisions of this Agreement, the Vendor covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser's solicitors on or before the Closing Date, each of the following:
- possession of the Property, in an As Is Where Is condition, subject to the Tenancy Agreements, if any, and any other rights of others as set out in the Permitted Encumbrances;
- (a) an assignment and assumption of the Permitted Encumbrances and the Tenancy Agreements, if any, in the form attached as Schedule H;
  - (b) notice to the tenant(s) or licensee(s) named in the Tenancy Agreements informing them of the sale of the Property and directing them to pay future rent to the Purchaser;
  - (c) an executed Transfer/Deed of Land in registrable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
  - (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
  - (e) a direction regarding the payment of funds;
  - (f) statement of adjustments;
  - (g) Document Registration Agreement;

- (h) acknowledgement and direction re: notice of Participation Agreement as set out in Section 15; and
- (i) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

**21.02** Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor or the Vendor’s solicitors on or before the Closing Date:

- (a) confirmation of wire transfer or direct deposit of certified funds for the balance of the Purchase Price due on the Closing Date;
- (b) a direction as to title, if necessary;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) HST Declaration and Indemnity, as contemplated in Section 4, if applicable;
- (e) a Purchaser’s Certificate – Conflict of Interest & Restricted Person as set out in Schedule E;
- (f) a Purchaser’s Acknowledgement, Indemnity and Release, substantially in the form attached as Schedule F;
- (g) Document Registration Agreement;
- (h) an assignment and assumption of the Permitted Encumbrances and the Tenancy Agreements, if any, in the form attached as Schedule H;
- (i) Participation Agreement, substantially in the form attached as Schedule G, and acknowledgement and direction re: notice of Participation Agreement as set out in Section 15, if applicable;
- (j) Charge pursuant to Section 15, if applicable;
- (k) a certificate of the Purchaser confirming that, as of the Closing Date, the representations and warranties of the Purchaser contained in this Agreement are true and accurate in all material respects as of the Closing Date and shall survive beyond the Closing Date; and
- (l) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

**21.03** On Closing, the order of registration will be as follows:

- (a) the Transfer/Deed of Land;
- (b) the Participation Agreement, if any; and
- (c) Charge pursuant to Section 15, if applicable.

**SECTION 22  
NOTICE**

**22.01** Notices may be delivered by mail, personally or electronically (where by mail using a courier or registered prepaid mail enclosed in a sealed envelope) addressed to the Purchaser at

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**and to the Purchaser’s Solicitors at:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

and to the Vendor at:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure  
c/o Ontario Infrastructure and Lands Corporation  
Real Estate Transactions  
1 Dundas Street West  
Suite 2000  
Toronto, ON M5G 1Z3  
Attention: Vice President, Real Estate Transactions  
E-mail: RET\_Sales\_Team@infrastructureontario.ca

And:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure  
c/o Ontario Infrastructure and Lands Corporation  
1 Dundas Street West  
Suite 2000  
Toronto, ON M5G 1Z3  
Attention: Director, Legal Services (Real Estate)  
E-mail: property.notices@infrastructureontario.ca

The time of giving of notice by mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if personally or electronically delivered prior to or during normal business hours, being the hours from 9:00 a.m. to 5:00 p.m. (EST or EDT, as the case may be) on a Business Day, shall be conclusively deemed to have been given and received at the time of such delivery (with the exception of notices delivered after normal business hours which shall be deemed to have been given the following Business Day). Either party may, by mutual consent, amend the manner by which notice may be delivered (and the time at which notice is deemed to have been given).

Notwithstanding the foregoing or anything to the contrary in this agreement, any notice delivered relating to a default must be delivered personally, by prepaid courier or by registered prepaid mail. A copy of such notice should also be delivered electronically. Delivery of such notices by electronic method(s) alone will not be considered sufficient.

Either party may at any time by giving notice to the other party (in the manner provided above) update its contact information for notice purposes, and thereafter the contact information most recently provided shall be deemed to be so changed.

**SECTION 23  
CONFIDENTIALITY**

**23.01** The Vendor and Purchaser shall take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended and Open Data may be released pursuant to the Digital and Data Directive as amended. This

acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

- 23.02** The Purchaser represents to the Vendor that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Vendor and in the possession of or under the control of the Purchaser pursuant to this Agreement. The Purchaser shall ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall not directly or indirectly disclose or use, either during the currency of or following the completion or termination of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the prior written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

## **SECTION 24 GENERAL**

- 24.01** Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.
- 24.02** This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
- 24.03** Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 24.04** This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 24.05** This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 24.06** The Purchaser shall not register this Agreement or any notice of this Agreement on title to the Lands.
- 24.07** Each agreement and obligation of the parties in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- 24.08** Wherever this Agreement makes reference to a requirement for the consent or approval of the Vendor, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Vendor.
- 24.09** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 24.10** This Agreement may be executed and transmitted by electronic transmission, which electronic copy shall constitute an original and legally binding instrument. This Agreement may be executed in counterparts and when each party has executed and delivered a counterpart, each counterpart shall be deemed to be an original and all counterparts, when taken together, shall constitute one and the same agreement. Delivery by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

- 24.11** If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 24.12** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

**SECTION 25  
IRREVOCABLE PERIOD**

- 25.01** Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for forty-five (45) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said forty-five (45) day period, subject to an extension for a further period up to forty-five (45) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNING PAGE FOLLOWS]**

**OFFERED BY** the Purchaser this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN**

Per:

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

Title:

Per:

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

Title:

I/We have the authority to bind the corporation.

**ACCEPTED BY** the Vendor this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AS REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**

By: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer

By: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer

**SCHEDULE A**  
**LEGAL DESCRIPTION OF LANDS**

PIN 49229-0242 (LT), being Parcel 25798 Section Nipissing; Part of Lots 12 and 13, Concession 13, Lyell, designated as Part 1 and 2 on Plan 36R-5837; subject to an easement over Parts 1, 2 and 3 on Plan 36R-5868 as described in Instrument No. 221940E; South Algonquin; District of Nipissing.

**SCHEDULE B**  
**PERMITTED ENCUMBRANCES**

- (a) General Encumbrances:
- (i) Any notices of any leases (including expired leases) registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Closing Date and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
  - (ii) liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
  - (iii) any easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or use, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
  - (iv) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use of the Property for the purpose for which it is presently held;
  - (v) any cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
  - (vi) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
  - (vii) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
  - (viii) the provisions of Applicable Laws including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
  - (ix) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the present use of the Property;
  - (x) any undetermined or inchoate liens and charges (including any and all statutory rights of expropriation) incidental to construction or current operations, of the Property which relate to obligations not yet due or delinquent and which have not been registered in accordance with Applicable Laws;
  - (xi) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work;

- (xii) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands; and
- (xiii) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey
- (xiv) the provisions, restrictions and limitations contained in the *Land Titles Act* (Ontario) as amended, save and except Section 44(1)(11); and
- (xv) any Encumbrances: (i) filed by or at the request of the Purchaser; (ii) arising as a result of the acts or omissions of the Purchaser; or (iii) which are otherwise expressly approved by the Purchaser or as set out in this Agreement;

(b) Specific Encumbrances:

All instruments registered on title to the Property as of the Closing Date of this Agreement, including but not limited to:

1. Instrument No. LT221940E, registered on December 31, 1981, being a Transfer/Deed from Ontario Hydro to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation and Communications for the Province of Ontario.
2. Instrument No. BS17232, registered on May 31, 2006, being Order in Council 988/2006.

**SCHEDULE C  
CHATTELS**

None.

**SCHEDULE D**  
**PROPERTY DOCUMENTS**

1. Site Design and Operations report, prepared by Jp2g Consultants Inc., dated January 2002;
2. 2018 Annual Report, prepared by Jp2g Consultants Inc., dated March 2019;
3. 2018 Annual Monitoring Report, prepared by Jp2g Consultants Inc., dated March 2019;
4. MOECC memorandum dated December 2018;
5. MOECC memorandum dated November 2018; and
6. Stage 1 Archaeological Assessment, Lyell Landfill, prepared by Archaeological Services Inc., dated January 2021.

**SCHEDULE E**  
**PURCHASER'S CERTIFICATE – CONFLICT OF INTEREST & RESTRICTED PERSON**

**TO:** His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Vendor**”)

**RE:** <<Purchaser(s) Name>> (the “**Purchaser**”) purchase from the Vendor of the property legally described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser and the Vendor, accepted <<Date IO accepted APS>>, as may be amended from time to time (the “**Purchase Agreement**”)

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The Purchaser hereby certifies that as at the Purchaser’s time of execution of the Purchase Agreement and as of the Closing Date:

1. The Purchaser and Ontario Infrastructure and Lands Corporation (“**OILC**”) are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the Purchase Agreement, which would lead to the presumption that the parties are not arm’s length parties.
2. The Purchaser and the Vendor are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the Purchase Agreement, which would lead to the presumption that the parties are not arm’s length parties.
3. There are no outstanding legal disputes or actions between the Vendor and Purchaser.
4. The Purchaser is not in conflict with OILC (or any of its employees) with respect to the above transaction.
5. The Purchaser is not in conflict with the Vendor (or any of its employees) with respect to the above transaction.
6. The Purchaser is not a Restricted Person as that term is defined in the Purchase Agreement.

DATED as of the \_\_\_\_\_ day of <<Month>>, <<Year>>.

**<<ENTER NAME OF PURCHASER>>**

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

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

I/We have authority to bind the corporation.

**SCHEDULE F**  
**PURCHASER'S ACKNOWLEDGEMENT, INDEMNITY AND RELEASE**

**TO:** His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Vendor**”)

**RE:** <<Purchaser(s) Name>> (the “**Purchaser**”) purchase from the Vendor of the property legally described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser and the Vendor, accepted <<Date IO accepted APS>>, as may be amended from time to time (the “**Purchase Agreement**”)

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In consideration of the closing of the Transaction, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. The Purchaser hereby acknowledges that the provisions and obligations contained in the Purchase Agreement (including, without limitation, Sections 5 and 11 of the Purchase Agreement) shall not merge, but shall survive the Closing Date and shall be continuing obligations of the Purchaser in accordance with the terms of the Purchase Agreement.
2. The Purchaser hereby acknowledges that all representations, warranties and covenants provided for in the Purchase Agreement are true and accurate in all material respects as of the Closing Date and shall survive on and beyond the Closing Date, and further agrees to indemnify the Vendor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the Vendor is responsible in law, from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith.
3. The Purchaser agrees to accept, assume and take title to the Property and any improvement thereon in an “As Is Where Is” condition in accordance with Section 5 of the Purchase Agreement.
4. The Purchaser acknowledges and agrees to be responsible for and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage or loss, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
5. The Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of

whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise.

6. The Purchaser hereby indemnifies, covenants not to sue and save harmless each of the Province of Ontario, His Majesty the King in right of Ontario, the Vendor, and any employee, director, officer, appointee, or agent of the His Majesty the King in right of Ontario or the Vendor, from any and all manner of actions, suits, damages, losses, costs, claims and demands of any nature whatsoever relating to or arising from a reassessment under the *Assessment Act* of the value of the Property.
7. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
8. This Purchaser's Acknowledgement, Indemnity and Release shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.
9. Unless otherwise defined herein, all capitalized terms used herein have the meaning ascribed to them in the Purchase Agreement.
10. The provisions of this Purchaser's Acknowledgement, Indemnity and Release shall enure to the benefit of the Vendor and its successors and assigns and shall be binding upon the Purchaser and its successors and permitted assigns.

DATED as of the \_\_\_\_\_ day of <<Month>>, <<Year>>.

<<ENTER NAME OF PURCHASER>>

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

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

I/We have authority to bind the corporation.

**SCHEDULE G  
PARTICIPATION AGREEMENT**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

- and -

**<< PURCHASER >>**

**RECITALS:**

- A. His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Province**”) is the owner in fee simple of the lands described in Appendix “A” to this Participation Agreement (the “**Property**”).
- B. Ontario Infrastructure and Lands Corporation confirms that it is the designated agent of the Province.
- C. The **<<Purchaser>>** (the “**Transferee**”) is the proposed transferee of the Property as at the date hereof pursuant to an Agreement of Purchase and Sale between the Province and the Transferee, fully executed on **<<Enter Date>>** (the “**Sale Agreement**”).

**NOW THEREFORE** in consideration of the mutual covenants hereinafter set forth, the transfer of the Property from the Province to the Transferee and other good and valuable consideration, the parties hereto agree as follows:

- 1. For the purposes of this Participation Agreement

“**Base Amount**” means \$**<<Enter Amount>>**.

“**Business Day**” means any day on which the Government of Ontario normally conducts business.

“**Capex**” means the cumulative total amount of the costs incurred by the Transferee after it acquired the Property or portion thereof in carrying out any and all capital improvements to or capital expenditures in respect of the Property or portion thereof less the amount of any amortization or depreciation taken in respect of any such costs (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes).

“**Closing Date**” means the date upon which the Property is transferred pursuant to the Sale Agreement, being **<<Enter Closing Date>>**.

“**Profit**” means the amount by which the Sale Price exceeds the Base Amount with respect to the Property or portion thereof.

“**Sale Price**” means the value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property or portion thereof, including all buildings and improvements, by a purchaser dealing with the Transferee, including the value of all chattels situate thereon which are then owned by the Transferee and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by such purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) any Capex;
- (b) any real estate commission payable by the Transferee in disposing of the Property or portion thereof to such a third-party purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Transferee in disposing of the Property or portion thereof.

“**Term**” means the period commencing on the Closing Date and expiring on the date which is twenty (20) years following the Closing Date hereof.

“**Transferee**” has the meaning ascribed to such term in the Recitals hereto, and shall also include any successor in title to and subsequent owners of the Property during the Term.

2. It is the express intention of the Province and the Transferee that there shall be no speculation with respect to all or any portion of the Property. In the event of a sale or proposed sale of all or any portion of the Property by the Transferee or any affiliated company of the Transferee as that term is defined in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, at any time during the Term, at the option of the Province, the Province shall have the right to:
  - (i) repurchase the Property at the Base Amount plus any Capex, or
  - (ii) require one hundred percent (100%) of any Profit to be paid to the Province and the amount of such Profit shall be a charge on the Property in favour of the Province until paid. At the request of the Province, the Transferee shall enter into a charge or other form of security, acceptable to the Province at its sole, unfettered discretion, to secure payment of the Profit.

For the purposes of this provision, the Transferee and the Province acknowledge that the purpose for which the Property is being purchased is for waste management purposes (the “**Purpose**”). In the event that the Transferee does not begin to use and thereafter continue to use the Property for the Purpose within 20 years following the Closing Date, the Province shall then have the right to repurchase the Property at the Base Amount and the Transferee shall return the Property to the Province in the condition it was in immediately prior to the transfer of the Property from the Province to <<Purchaser>> and, if applicable, the Transferee shall have the obligation to restore the Property to such condition at no cost to the Province.

3. In determining the Base Amount and calculating the Profit for the proposed sale of any portion of the Property, if applicable, the Base Amount shall be adjusted and calculated on a pro-rata basis based on the acreage of such portion being transferred, as shown by evidence (e.g. a reference plan) provided by the Transferee to the Province at no cost to the Province, to the satisfaction of the Province
4. With respect to any capital improvement costs or other costs or expenses involved in the calculation of the Sale Price, Profit or the price at which the Province is to repurchase the Property in accordance with this Agreement, the Transferee shall provide all documents, records and invoices in sufficient detail, at no cost to the Province, to allow analysis and approval of such calculation(s) by the Province.
5. At least fifteen (15) Business Days prior to the scheduled completion of a transfer of title to the Property or portion thereof, the Transferee shall deliver to the Province a sworn declaration setting forth the proposed Sale Price and if there is any Profit, including information used to calculate the Sale Price and Base Amount in accordance with this Participation Agreement, in reasonable detail to allow analysis and approval of the calculation of the Sale Price and Profit (if any) by the Province. The declaration shall also include the calculation of the Profit payable by the Transferee to the Province. Prior to the completion of any transfer of the Property or any portion thereof by the Transferee, the Transferee must first obtain the approval of the calculation of the Sale Price and the Profit, in writing, from the Province, and make arrangements to pay the Profit to the Province, if any, which arrangements must be satisfactory to the Province, acting reasonably.

6. The Transferee acknowledges that the provisions of this Participation Agreement run with title to the Property, and the Transferee covenants not to sell, transfer or otherwise alienate the Property or any part thereof to any affiliated entity or any third party unless such transferee agrees in writing to assume the obligations of the Transferee herein and be bound by the terms of this Participation Agreement in respect of the Property or such part thereof, as the case may be, in a form satisfactory to the Province. In the event the Province exercises its option to take profit as outlined in Section 2, with respect to all or a portion of the Property, this Participation Agreement shall automatically terminate with the Province having no further interest in the Property or a portion of the Property, as the case may be.

**General**

7. The Transferee acknowledges that the Province may be required to obtain certain approvals to exercise any of its options or rights under this Participation Agreement.
8. On the Closing Date the Transferee will register in the appropriate land registry office a Notice of this Participation Agreement on title to the Property immediately following the transfer to the Transferee and prior to any mortgage or other instrument, or as the order of registrations is otherwise outlined in the Sale Agreement.
9. The Transferee acknowledges and agrees that the Province shall have all the rights and remedies of a secured party under the Personal Property Security Act and a mortgagee under the Mortgages Act in the event that such Transferee fails to pay any amount owing to the Province pursuant to this Participation Agreement
10. The Transferee agrees that, notwithstanding anything to the contrary herein set forth, in the case of a breach of this Participation Agreement, the Province will be entitled to exercise all of the remedies available to it at law.
11. Notices may be delivered by mail, personally or electronically (where by mail using a courier or registered prepaid mail enclosed in a sealed envelope) addressed to the Purchaser at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

**and to the Purchaser's Solicitors at:**


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

and to the Vendor at:

\_\_\_\_\_  
c/o Ontario Infrastructure and Lands Corporation  
Real Estate Transactions  
1 Dundas Street West  
Suite 2000

Toronto, ON M5G 1Z3  
Attention: Vice President, Real Estate Transactions  
Facsimile: 416-327-1906

And:

  
c/o Ontario Infrastructure and Lands Corporation  
1 Dundas Street West  
Suite 2000  
Toronto, ON M5G 1Z3  
Attention: Director, Legal Services (Real Estate)  
Email: property.notices@infrastructureontario.ca

The time of giving of notice by mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if personally or electronically delivered prior to or during normal business hours, being the hours from 9:00 a.m. to 5:00 p.m. (EST or EDT, as the case may be) on a Business Day, shall be conclusively deemed to have been given and received at the time of such delivery (with the exception of notices delivered after normal business hours which shall be deemed to have been given the following Business Day). Either party may, by mutual consent, amend the manner by which notice may be delivered (and the time at which notice is deemed to have been given).

Notwithstanding the foregoing or anything to the contrary in this agreement, any notice delivered relating to a default must be delivered personally, by prepaid courier or by registered prepaid mail. A copy of such notice should also be delivered electronically. Delivery of such notices by electronic method(s) alone will not be considered sufficient.

Either party may at any time by giving notice to the other party (in the manner provided above) update its contact information for notice purposes, and thereafter the contact information most recently provided shall be deemed to be so changed.

12. Time shall in all respects be of the essence to this Participation Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.
13. This Participation Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
14. Each of the parties hereto shall from time to time hereafter and upon reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Participation Agreement.
15. This Participation Agreement shall be binding upon and enure to the benefit of the Transferee and the Province and their respective successors and permitted assigns. The Transferee will not mortgage, charge or pledge its interest in the Property without first requesting the mortgagee, chargee or pledgee to enter into an agreement with the Province to be bound by this Participation Agreement in the event that it takes possession of, or becomes the owner of, the Property and to bind any purchasers of the Property to be bound by this Participation Agreement jointly and severally with the Transferee.
16. This Participation Agreement and the rights and obligations of the Transferee and the Province shall be determined in accordance with the laws of the Province of Ontario.
17. This Participation Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by electronic/facsimile transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNING PAGE  
FOLLOWS]**

DATED the <<Day>>, day of  
<<Month>>, <<Year>>.

<<PURCHASER(S) NAME>>

Per: \_\_\_\_\_

Name: <<Individual Signing Documents for  
Corporation>>

Title: <<Title>>

Per: \_\_\_\_\_

Name: <<Individual Signing Documents for  
Corporation, if there is a second person>>

Title: <<Title>>

I/We have the authority to bind the Corporation.

DATED the <<Day>>, day of <<Month>>, <<Year>>.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF  
INFRASTRUCTURE AS REPRESENTED BY ONTARIO  
INFRASTRUCTURE AND LANDS CORPORATION**

Per: \_\_\_\_\_

Name: <<Director/Project Manager's Name>>

Title: <<Title>>, Real Estate Transactions

Authorized Signing Officer

**APPENDIX "A"**

**<<INSERT LEGAL DESCRIPTION>>**

**SCHEDULE H**  
**ASSIGNMENT AND ASSUMPTION OF PERMITTED ENCUMBRANCES AND TENANCY AGREEMENTS**

THIS AGREEMENT dated as of the <<Day>> day of <<Month>>, <<Year>>.

**B E T W E E N:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(the “Assignor”)

-and-

<<PURCHASER(S) NAME>>

(the “Assignee”)

**RECITALS:**

- A.** Pursuant to an agreement of purchase and sale, accepted the <<Day>> of <<Month>>, <<Year>>, as amended from time to time (the “**Purchase Agreement**”), in respect of the property described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the “**Property**”), between the Assignor and the Assignee, the Assignor agreed to sell and the Assignee agreed to purchase the Property pursuant to the terms and conditions set out therein;
- B.** Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor’s right, title and interest in and to:
- a. the Permitted Encumbrances, as defined in the Purchase Agreement (the “**Permitted Encumbrances**”); and
  - b. the leases and agreements, if any, pertaining to the Property as more particularly described on Schedule “A” attached, each to the extent such lease or agreement affects the Property (the “**Tenancy Agreements**”), together with the rents and other benefits thereunder; and
- C.** The Assignee has agreed to enter into this Assignment and Assumption of Permitted Encumbrances and Tenancy Agreements (the “**Assignment**”) and to assume as and from the date of this Agreement all of the Assignor’s rights and obligations, if any, set out in the Permitted Encumbrances and the Tenancy Agreements.

**NOW THEREFORE IN CONSIDERATION** of the completion of the transaction contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor assigns, transfers and sets over unto the Assignee as of the Closing Date:
  - (a) all of the Assignor’s right, title and interest in and to the Permitted Encumbrances, to the extent such right, title and interest is assignable and otherwise in accordance with the terms of the Purchase Agreement;
  - (b) any and all monies payable to the Assignor under the Permitted Encumbrances in respect of the period from and after the Closing Date;

- (c) the benefits of all warranties and covenants made or given by the parties to the Permitted Encumbrances, to the extent such warranties or covenants are assignable;
- (d) all other rights, benefits and advantages whatsoever to be derived from the Permitted Encumbrances; and
- (e) all of the Assignor's right, title and interest in and to the Tenancy Agreements, together with the unexpired residue of the terms of the Tenancy Agreements and any renewals thereof, the rents and all other amounts payable thereunder and all other benefits and advantages to be derived from the Tenancy Agreements, save and except for all rents and additional rents outstanding by, or subject to adjustment with, the tenants thereunder as at the date hereof in respect of periods prior to the date hereof, which are hereby expressly reserved unto the Assignor (collectively, the "**Assigned Rights**")

with full power and authority to demand, collect, or sue for, recover, receive and give receipts for all monies payable thereunder and to sue for damages for breach of any covenant or agreement or for performance thereof.

2. As of the Closing Date, the Assignee covenants and agrees with the Assignor to:
  - (a) assume those obligations of the Assignor under the Permitted Encumbrances which are to be observed or performed and shall be responsible for all obligations of the Assignor under the Permitted Encumbrances whether or not such obligations arose prior to the Closing Date (which obligations are herein called the "**Assumed Obligations**") and that the Assignee shall, from and including the Closing Date, observe and perform all Assumed Obligations whether or not such obligations arose prior to the Closing Date, including making all payments or otherwise performing all obligations of the Assignor in accordance with the provisions of the Permitted Encumbrances.
  - (b) assume all of the Assignor's obligations under the Tenancy Agreements and to observe and perform all of the Assignor's covenants, conditions, obligations and agreements contained in the Tenancy Agreements at the time and in the manner provided therein to the same extent as if the Assignee had been the original landlord or owner of the Property and as such had executed the Tenancy Agreements.
3. The Assignee agrees to indemnify and save the Assignor harmless from any and all claims, losses, damages, costs, disputes or other actions:
  - (a) arising pursuant to the Permitted Encumbrances in respect of any default on the part of the Assignee in the performance of the Assumed Obligations under the Permitted Encumbrances which occurs from and after the Closing Date; and
  - (b) in respect of the Tenancy Agreements with respect to any matter which relates to the period from and after the Closing Date.
4. The parties agree that if the assignment of any Permitted Encumbrances or Assigned Rights is prohibited at law or requires the consent of any other party or parties and such consent is not or cannot be obtained, the Assignor shall hold such Permitted Encumbrances or Assigned Rights in trust for the benefit of the Assignee and shall take all actions with respect thereto as the Assignee may direct for the Assignee's account and benefit, at the sole cost and expense of the Assignee, and in such case, the Assignee shall indemnify and save harmless the Assignor in, from or in respect of any such action taken by the Assignor under the direction of the Assignee.
5. Each of the parties shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things as may be reasonably required to give effect to this Assignment, including without limitation any specific form of assumption agreement required pursuant to any Permitted Encumbrances or Tenancy Agreements. The Assignee covenants and agrees to require all of its mortgagees and chargees of the Property to enter into all such documentation as may be required by the Assignor, and as may be required by the Permitted Encumbrances or Tenancy Agreements, from time to time, if required, in connection with the

foregoing, including any documentation as may be required by the Assignor, from time to time, to enable the Assignor to be released from the Permitted Encumbrances or Tenancy Agreements.

6. There is no representation, warranty or condition, statutory or otherwise, made, given, or intended by this Assignment, except as expressly set forth in this Assignment.
7. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties agree to the jurisdiction of the Courts of such Province.
8. This Assignment may be executed by the parties in separate counterparts (by original or electronic signature) each of which when so executed and delivered shall be deemed to be an original and both of which together shall constitute one and the same agreement.
9. This Assignment may be executed manually or by any form of electronic signature, whether digital or encrypted, and may be delivered by email or other means of electronic transmission, all of which shall constitute originals, and all of which taken together shall constitute one and the same instrument and have the same legal force and effect as delivery of an original, manually signed copy of this Assignment.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
11. All capitalized terms as used herein have the same meaning as those terms are defined in the Purchase Agreement except to the extent otherwise specifically provided herein.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF** this Assignment has been executed as of the day and year first above written.

**HIS MAJESTY THE KING IN RIGHT OF  
ONTARIO AS REPRESENTED BY THE  
MINISTER OF INFRASTRUCTURE, AS  
REPRESENTED BY ONTARIO  
INFRASTRUCTURE AND LANDS  
CORPORATION**

By: \_\_\_\_\_

Name: <<Director/Project Manager's  
Name>>

Title: <<Title>>, Real Estate Transactions

Authorized Signing Officer

**<<ENTER NAME OF PURCHASER>>**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation.

**SCHEDULE “A”**  
**Tenancy Agreements**

The Assignee, as purchaser under the Purchase Agreement, acknowledges and confirms the receipt of full copies of the following documents as part of the Property Documents (as defined in the Purchase Agreement) from the Assignor, as vendor under the Purchase Agreement:

**Lease ID: <<Insert Lease M Number>>**

1. <<Lease Type - ie. Farm Lease>> dated <<Date of Lease>> between Her Majesty the Queen in right of Ontario as represented by the Minister of <<Predecessor Name >> and <<Tenant's Name >>
2. Lease Amending Agreement dated <<Date of Lease>> between Her Majesty the Queen in right of Ontario as represented by the Minister of <<Predecessor Name >> and <<Tenant's Name >> **(if applicable or DELETE)**

**SCHEDULE I**  
**CLASS EA – ENVIRONMENTALLY SIGNIFICANT AREAS AND/OR HERITAGE CONCERNS**

Intentionally Deleted.