

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE**

as “**Vendor**”

and

THE CORPORATION OF THE COUNTY OF GREY

as “**Purchaser**”

**TRANSFER AGREEMENT FOR FORFEITED CORPORATE PROPERTY
(RELIEF FROM FORFEITURE)**

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TRANSFER AGREEMENT FOR FORFEITED CORPORATE PROPERTY

BETWEEN:

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

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF GREY
(hereinafter called the “**Purchaser**”)

OF THE SECOND PART

RECITALS:

- A. The registered owner of the “Lands” as defined in Section 1.01(q) of this Agreement is Twin Pines Apartments Limited (the “**Corporation**”), pursuant to a Transfer registered as Instrument No. GS38355 on December 22, 1961 with respect to the Lands.
- B. The Corporation was incorporated on September 1, 1960 and was voluntarily dissolved effective December 1, 1971.
- C. Upon the dissolution of the Corporation, all remaining property of the Corporation became Forfeited Corporate Property, as defined in Section 1.01 (m) of this Agreement, and was forfeited to and immediately vested in the Crown by operation of Section 244(1) of the *Business Corporations Act*.
- D. The Purchaser submitted to the Vendor an application for relief from forfeiture (the “**Relief Application**”) in accordance with Section 26(1) of the *Forfeited Corporate Property Act, 2015*.
- E. Pursuant to Section 26(1) of the *Forfeited Corporate Property Act, 2015*, the Vendor has agreed to transfer the Forfeited Corporate Property to the Purchaser and the Purchaser has agreed to accept the Forfeited Corporate Property from the Vendor 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) “**Affiliate**” has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (b) “**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.
- (c) “**As Is Where Is**” has the meaning ascribed to it in Section 5.01.
- (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.
- (e) “**Authority**” means any governmental or quasi-governmental authority, regulatory authority, government ministry or department, agency, commission, board, tribunal, body

or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Forfeited Corporate Property, or the use thereof.

- (f) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (g) “**Closing**” means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (h) “**Closing Date**” means the day which is fifteen (15) Business Days next following the Date of Acceptance, or such earlier date that the Purchaser and Vendor may agree to in writing.
- (i) “**Contaminant**” has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and Climate Change and/or the Ministry of Labour.
- (j) “**Crown**” means “Her Majesty the Queen in right of Ontario” and includes, for the purposes of any exculpatory clause, release or indemnity included in this Agreement in favour of the Crown, any Ministers, Deputy Ministers, agencies, representatives, servants, employees, agents, delegates, appointees, invitees, officials, contractors and licensees of Her Majesty the Queen in right of Ontario and their officers and directors, brokers, service provider(s) and any other entity over whom the Crown may reasonably be expected to exercise control.
- (k) “**Date of Acceptance**” means the date the Vendor approves and accepts this Agreement.
- (l) “**Environmental Law**” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.
- (m) “**Forfeited Corporate Property**” means the interest held by the Dissolved Corporation in the Lands, prior to dissolution, which subsequently forfeited to the Crown.
- (n) “**Hazardous Substance**” includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (o) “**Heritage Requirements**” has the meaning ascribed to it in Section 8.01(a).
- (p) “**HST**” has the meaning ascribed to it in Section 4.01 of this Agreement.
- (q) “**Lands**” means the land(s) described in Schedule A.
- (r) “**Land Use Regulations**” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Forfeited Corporate Property, including the existing Official Plans, zoning by-laws and zoning orders.
- (s) “**Land Transfer Tax Affidavit**” has the meaning ascribed to it in Section 11.01.
- (t) “**OILC**” means Ontario Infrastructure and Lands Corporation.
- (u) “**Open Data**” means data required to be released to the public pursuant to the Open Data Directive.

- (v) **“Open Data Directive”** means Management Board of Cabinet’s directive on Open Data updated on April 29, 2016, as updated from time to time.
- (w) **“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 Forfeited Corporate Property, exclusive of HST.
- (x) **“Sale Approval”** means the necessary internal governmental approvals required to dispose of the Forfeited Corporate Property.
- (y) **“Transaction”** means, collectively, the purchase and sale of the Forfeited Corporate Property provided for in this Agreement and all other matters contemplated in this Agreement.
- (z) **“Vendor”** means Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure and includes, for the purpose of any exculpatory clause, release or indemnity included in this Agreement in favour of the Vendor, its representatives, servants, employees, delegates, appointees, agents, invitees, officers, directors, contractors, licensees, brokers, service provider(s) and any other entity or person over whom the Vendor or OILC may reasonably be expected to exercise control.

SECTION 2 AGREEMENT OF PURCHASE AND SALE

- 2.01** The Vendor agrees to transfer and assign to the Purchaser the Forfeited Corporate Property and the Purchaser agrees to accept the Forfeited Corporate Property from the Vendor for the Purchase Price of \$2.00 that shall be paid by the Purchaser to the Vendor for the Forfeited Corporate Property, exclusive of HST, on the Closing Date.

SECTION 3 PAYMENT OF PURCHASE PRICE

- 3.01** On Closing, the Purchase Price shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date, by the Purchaser to the Vendor, by way of certified cheque or bank draft made payable to the “Minister of Finance”.
- 3.02** This Agreement shall be completed on the Closing Date at the offices of OILC.

SECTION 4 HARMONIZED SALES TAX

- 4.01** The Purchase Price of the Forfeited Corporate Property does not include the Harmonized Sales Tax (“**HST**”) payable by the Purchaser in respect of the purchase of the Forfeited Corporate 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 certified cheque or bank draft, 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, on Closing:
- (a) the Purchaser is registered under the ETA;
 - (b) provides to the Vendor with the Certificate and Indemnity re HST,
- 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 INDEMNITY

- 5.01** The Purchaser hereby acknowledges and agrees that it accepts the Forfeited Corporate Property in an “**As Is, Where Is**” condition, which means the physical condition, state of repair and environmental condition of the Forfeited Corporate Property, including, without limitation, the state of title, any non-compliance with Environmental Law or the existence of any Hazardous Substance 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 or on to the Forfeited Corporate Property) existing as of the Closing Date.
- 5.02** In agreeing to purchase the Forfeited Corporate Property, on an As is, Where is basis, the Purchaser acknowledges and agrees that:
- (a) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Forfeited Corporate Property or the condition thereof. The provisions of Sections 5.01 and 5.02 shall survive and not merge on Closing.
- 5.03** As an inducement to, and as further consideration for, the Vendor agreeing to transfer the Forfeited Corporate Property to the Purchaser upon the terms and conditions set forth in this Agreement, the Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall:
- (a) 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 in connection with, arising from or in any way related to:
- (i) the state and quality of title;
- (ii) any outstanding arrears of taxes, utilities, common expenses (if applicable) or other monies owing in relation to the Forfeited Corporate Property; and
- (iii) the condition of the soil, subsoil, ground and surface water, or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, or any other matters in relation to the Forfeited Corporate Property whatsoever, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substances in, on, under, or emanating from or onto the Forfeited Corporate Property, regardless of whether such environmental conditions or the presence of Hazardous Substances is known or unknown by the Purchaser. 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 and shall survive and not merge on Closing.
- (b) be responsible for, and hereby agree to indemnify, defend and save harmless the Vendor from, any and all costs whatsoever (including, without limitation, 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) in connection with, arising from or in any way related to the following, without limitation:
- (i) the state of repair or the condition of the Forfeited Corporate Property;
- (ii) the state and quality of title, occupancy and current use of the Forfeited Corporate Property;
- (iii) any non-compliance with Environmental Law or the existence of Hazardous Substances 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 or onto the Forfeited Corporate Property);
- (iv) any order issued by an Authority in connection with the condition of the Forfeited Corporate Property; or

- (v) any loss, damage, or injury caused either directly or indirectly as a result of the Condition of the Forfeited Corporate Property.

Without limiting the generality of the foregoing, this indemnification shall specifically extend to include and cover costs incurred in connection with any claim for personal injury, death, property damage, investigation of site conditions, any clean-up, remedial, removal, monitoring or restoration work required by any Authority because of any non-compliance with Environmental Law or the existence of any Hazardous Substances on the Forfeited Corporate Property.

- 5.04** The Purchaser agrees to execute and deliver to the Vendor at the time of Closing an Acknowledgement, Release and Indemnity, in the form attached hereto as Schedule schedule C, whereby the Purchaser shall reaffirm the release, covenant not to sue and indemnifications regarding the condition of the Forfeited Corporate 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 Forfeited Corporate Property in favour of the Purchaser, and the Purchaser shall be bound by them, regardless of whether or not the Purchaser executes any separate instrument at the time of Closing.
- 5.05** 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/ SALE APPROVAL

- 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 Sale Approval;
 - (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (c) the representations and warranties of the Purchaser set forth in this Agreement shall be true and accurate in all material respects as if made as of the Closing Date; and
 - (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance with 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 be liable to the other for any loss, costs or damages.

SECTION 7 RISK

- 7.01** From and including the Closing Date, the Forfeited Corporate 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 Forfeited Corporate Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on, under or near the Forfeited Corporate 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.

- 7.02** On or before Closing, the Purchaser will execute and deliver an Acknowledgement, Release and Indemnity, in the form attached hereto as schedule C, accepting, assuming and indemnifying the Vendor with respect to, *inter alia*, all such matters referred to in this Section 7.

SECTION 8 HERITAGE REQUIREMENTS/ABORIGINAL 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
- (a) 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 Forfeited Corporate Property and the Transaction (the "Heritage Requirements").
- 8.02** 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 Forfeited Corporate Property, by any First Nation or other aboriginal 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 Forfeited Corporate Property, a restriction on the use of the Forfeited Corporate Property or any part thereof for any purpose, a restriction on access to the Forfeited Corporate Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Forfeited Corporate Property or a right of consultation in relation to the Forfeited Corporate 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 Forfeited Corporate 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 satisfy such claim, potential claim or interest or obtain such releases as appropriate from all interested parties in order to complete the sale of the Forfeited Corporate Property in accordance with Section 8.02(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 and neither party shall be further liable to the other pursuant to this Agreement.
- 8.03** If at any time prior to Closing, the Vendor receives notification or otherwise becomes aware of any requirements imposed by an Authority, including without limitation any additional Heritage Requirements, not otherwise contemplated in this Section 8 and with which the Vendor must comply as a condition of 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 neither party shall be further liable to the other pursuant to this Agreement.

SECTION 9 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9.01** 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 (5th Supp.).
- 9.02** Any information provided by the Vendor or its agents 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 any information it has provided to the Purchaser.

SECTION 10 PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 10.01** The Purchaser warrants and represents to the Vendor that the Purchaser does not have a conflict of interest with the Vendor. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule B at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that if the information upon which the Statutory Declaration was provided changes, the Purchaser shall inform the Vendor of such change up to and including the Closing Date.
- 10.02** As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Forfeited Corporate Property.
- 10.03** On the Closing Date, the Purchaser will execute and deliver an Acknowledgement, Release and Indemnity in the form attached hereto as schedule C, accepting, assuming, releasing and indemnifying the Vendor with respect to, *inter alia*, all such matters referred to in this Section 10.
- 10.04** The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, or direct title to the Forfeited Corporate Property.

SECTION 11 PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS

- 11.01** The Transfer/Deed of the 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 acknowledges that the Vendor will not be signing the *Planning Act* statements in the Transfer/Deed of Land.
- 11.02** The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Forfeited Corporate Property.

SECTION 12 ELECTRONIC REGISTRATION

- 12.01** Where the Forfeited Corporate 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 the lawyer(s) 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 latest Document Registration Agreement recommended from time to time by the Law Society of Upper Canada.

SECTION 13 CLOSING DELIVERABLES

13.01 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:

- (a) the Forfeited Corporate Property, as described in Section 2.01, in an As Is Where Is condition;
- (b) 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);
- (c) a direction regarding the payment of funds;
- (d) such other deeds, conveyances and other documents contemplated in this Agreement or as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

13.02 Subject to the provisions of this Agreement, the Purchaser 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) a certified cheque or bank draft made payable to "Minister of Finance" for the Purchase Price;
- (b) a direction as to title, if necessary;
- (c) HST Declaration and Indemnity, as contemplated in Section 4, if applicable;
- (d) an updated Statutory Declaration in the form set out in Schedule B is required in the event that there have been any changes to the information contained in the Statutory Declaration provided to the Vendor prior to the date of execution of this Agreement pursuant to Section 10.01;
- (e) an Acknowledgement, Release and Indemnity, in the form attached hereto as Schedule C;
- (f) 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.

SECTION 14 NOTICE

14.01 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine (including e-mail) addressed to the Purchaser at:

The Corporation of the County of Grey
595 9th Avenue East
Owen Sound, ON N4K 3E3
Attention: Heather Morrison, Clerk

Telephone: 519-372-0219
Email: heather.morrison@grey.ca

and to the Purchaser's Solicitors at:

The Alliance Lawyers
142 10th Street West
Owen Sound, ON N4K 3P9
Attention: A.E. (Rob) Robinson
Telephone: 519-376-7450
Fax: 519-376-8288

and to the Vendor at:

Ministry of Infrastructure
Realty Management Branch
777 Bay Street, Suite 425
Toronto, ON M5G 2E5
Attention: Manager, Portfolio Performance
Email: forfeitedcorporateproperty@ontario.ca

And:

c/o Ontario Infrastructure Lands Corporation
Sales, Easements & Acquisitions
1 Dundas Street West, Suite 1000
Toronto, ON M5G 2L6
Attention: Vice President, Sales, Easements & Acquisitions
Facsimile: 416-327-3942

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

SECTION 15 GENERAL

- 15.01** 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.
- 15.02** 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.
- 15.03** 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.
- 15.04** This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Forfeited Corporate 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 or by their solicitors.

- 15.05** 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.
- 15.06** 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.
- 15.07** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 15.08** 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.
- 15.09** 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 16

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND OPEN DATA

- 16.01** 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*, R.S.O. 1990, c. F.31, 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.
- 16.02** The Purchaser acknowledges that this Agreement is subject to the Open Data Directive and the Vendor may be required to publish Open Data in accordance with the Open Data Directive.

SECTION 17

ACCEPTANCE PERIOD

- 17.01** Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal and is open for acceptance by the Vendor until one (1) day prior to the Closing Date. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile or email transmission, including facsimile signature provided that the original hard copy, with original signatures is received by both parties within seven (7) days of the facsimile acceptance. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Vendor.

[no further text on this page]

OFFERED BY the Purchaser this _____ day of _____, 201__.

THE CORPORATION OF THE COUNTY OF GREY

By: _____
Name:
Title:

By: _____
Name:
Title:

Authorizing Signing Officer

ACCEPTED BY the Vendor this _____ day of _____, 201__.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by
THE MINISTER OF INFRASTRUCTURE
as represented by
ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**

By: _____
Name:
Title:

By: _____
Name:
Title:

Authorizing Signing Officer

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

Part of Park Lot Number 8, north side of Chester Street West, Plan 500, Town of Durham, as more particularly described in Instrument No. GS38355, except Instrument No. R443637, County of Grey (the "**Lands**")

**SCHEDULE B
STATUTORY DECLARATION RE CONFLICT OF INTEREST**

Canada)	IN THE MATTER OF THE TITLE TO <>
)	
Province of Ontario)	
)	
)	AND IN THE MATTER OF A SALE THEREOF from HER
)	MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
)	REPRESENTED BY THE MINISTER OF
)	INFRASTRUCTURE (the “Vendor”) to <> (the “Purchaser”)
)	
TO WIT:)	
)	
)	
)	

I, _____, of the _____, in the Province of Ontario,

DO SOLEMNLY DECLARE, that:

1. I am the _____ {title} of the Purchaser and as such have knowledge of the matters hereinafter declared.
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 an agreement of purchase and sale for the Forfeited Corporate Property (“APS”), 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 the Purchaser.
4. The Purchaser is not in conflict with the Vendor (or any of its employees) with respect to the purchase of the Forfeited Corporate Property.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED by the above-named)	
Declarant, before me at the _____ of)	
_____, this)	
day of _____, 201____.)	_____
)	
)	
A Commissioner, etc.)	

SCHEDULE C
ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

TO: Her Majesty the Queen in right of Ontario as represented by the Minister 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 “Forfeited Corporate Property”) pursuant to a Transfer Agreement for Forfeited Corporate Property between the Purchaser, as purchaser, and the Vendor, as vendor, accepted <<Date Offer Accepted>>, as may be amended from time to time (the “Purchase Agreement”)

In consideration of and notwithstanding the Closing of the Transaction and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Unless otherwise defined herein, all capitalized terms used in this Acknowledgement, Release and Indemnity shall have the respective meanings ascribed to them in the Purchase Agreement for Forfeited Corporate Property. For greater clarity, the definitions of “Crown” and “Vendor” under Section 1.01 of the Purchase Agreement apply to this Acknowledgement, Release and Indemnity.
2. The Purchaser hereby accepts the Forfeited Corporate Property in an As Is Where Is condition in accordance with Section 5 of the Purchase Agreement.
3. 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 in connection with, arising from or in any way related to:
 - a) the state and quality of title;
 - b) any outstanding arrears of taxes, utilities, common expenses (if applicable) or other monies owing in relation to the Forfeited Corporate Property; and
 - c) the condition of the soil, subsoil, ground and surface water, or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, or any other matters in relation to the Forfeited Corporate Property whatsoever, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substances in, on, under, or emanating from or onto the Forfeited Corporate Property, regardless of whether such environmental conditions or the presence of Hazardous Substances is known or unknown by the Purchaser. 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 and shall survive and not merge on Closing.
4. Effective as of the Closing Date, the Purchaser accepts and assumes any and all responsibilities and liabilities whether having occurred before or after Closing, arising out of or in any way connected to the Forfeited Corporate Property, including, without limitation:
 - a) the state of repair or the condition of the Forfeited Corporate Property;
 - b) the state and quality of title, occupancy and current use of the Forfeited Corporate Property;
 - c) any non-compliance with Environmental Law or the existence of Hazardous Substances 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 or onto the Forfeited Corporate Property);
 - d) any order issued by an Authority in connection with the condition of the Forfeited Corporate Property; or

- e) any loss, damage, or injury caused either directly or indirectly as a result of the Condition of the Forfeited Corporate Property.
- 5. The Purchaser confirms that all representations, warranties and covenants provided by the Purchaser in the Purchase Agreement shall not merge on the completion of the Transaction, but shall survive, remain in full effect and be binding upon the Purchaser.
- 6. The Purchaser shall be responsible for and hereby agrees to release, indemnify, defend and save harmless, effective on and after the Closing Date, the Vendor from any actions, liabilities from any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgements, awards (including awards of costs) and liabilities (including sums paid in settlement of claims) that may arise as a result of, or connected with the Forfeited Corporate Property, including those matters set out in the foregoing paragraphs whether having occurred before or after Closing.
- 7. If the Purchaser is a body corporate, the Purchaser represents and warrants to the Vendor that:
 - a) all corporate action to authorize the execution and delivery of the Purchase Agreement (and all agreements to be delivered by the Purchaser pursuant to the Purchase Agreement to which the Purchaser is a party (collectively, “**Associated Agreements**”)) has been taken in accordance with the Purchaser’s constating documents or statutes, as the case may be;
 - b) the Purchase Agreement and all Associated Agreements have been duly and validly executed and delivered by the Purchaser; and
 - c) the Purchase Agreement and all Associated Agreements constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with the respective terms of the Purchase Agreement and all Associated Agreements
- 8. Unless otherwise defined herein, all capitalized terms used in this Acknowledgement, Release and Indemnity shall have the meaning ascribed to them in the Purchase Agreement.
- 9. This Acknowledgement, Release and Indemnity shall not merge on Closing but shall survive the Closing Date and remain a continuing obligation of the Purchaser.
- 10. This Acknowledgement, Release and Indemnity shall be binding upon the heirs, successors and permitted assigns of the Purchaser and shall enure to the benefit of the Vendor and its respective successors and assigns.

[NTD: sign below if the Purchaser is an individual]

DATED as of the _____ day of <<Month>>, <<Year>>.

)	
)	
)	
)	
)	
)	
)	
)	
Witness name:)	Name:

[NTD: sign below if the Purchaser is a corporation]

DATED as of the _____ 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.