

AGREEMENT OF PURCHASE AND SALE (hereinafter called the “APS”)

THIS AGREEMENT made as of the 9th day of January 2024.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

hereinafter called the “Vendor” of the FIRST PART;

-and-

JOHNNY GARTH WILSON & SARAH VIOLA

hereinafter called the “Purchaser” of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described and depicted in the reference plan in Schedule “A” (the “Property”).

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Ninety Thousand Dollars (\$90,000) to the Vendor. The Purchase Price shall be paid as follows:
 - a) Nine Thousand Dollars (\$9,000) is payable by the Purchaser by cheque upon execution of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
 - b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.
3. The parties agree that the lands to be purchased are set out in Schedule “A”.

**SECTION II
PURCHASE OF PROPERTY**

4. Irrevocable Date
 - a) This APS shall be open for acceptance by the Vendor until the 9th day of January, 2024, and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction.
5. Deed
 - a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

6. Completion Date

- a) The closing of this transaction shall take place on February 8, 2024, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor covenants that it has the right and authority to sell the Property.

7. Council Approval

- a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and the approval of the Council of The Corporation of the Town of Minto in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

8. Documents, Reports and Information

- a) The Vendor will produce and deliver to the Purchaser within twenty-four (24) days after the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

9. Withdraw

- a) The Purchaser may terminate this Agreement at any time before the Completion Date, and the Vendor shall return the deposit to the Purchaser without interest or deduction, if, prior to the Completion Date, a similar use is proposed within the Palmerston Industrial Park.

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

10. "As Is" Condition

- a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within fifteen (15) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees to sign a release in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated, and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

11. Investigation by the Purchaser

- a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon the execution by the parties of this APS, and subject to any conditions herein, there shall be a conditional agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity

tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

12. Future Use

- a) The Parties acknowledge that the zoning bylaw allows industrial uses subject to the requirements of the Town of Minto Zoning By-law and other municipal by-laws and codes including but not limited to the Town's Site Plan Control Area By-law.

13. Development Covenants and Restrictions

- a) The Property shall be subject to the development covenants and restrictions contained in the Option to Purchase Agreement attached hereto as Schedule "B", which the Purchaser shall sign and deliver to the Vendor on or before closing. The Option to Purchase Agreement shall be registered on title by the Vendor after closing and the cost of registration shall be at the expense of the Vendor. The Purchaser agrees that it shall not transfer or assign its rights, interests, liabilities and obligations under this Agreement or the Option to Purchase Agreement without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement and the Option to Purchase Agreement. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

14. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

15. Required Private Sewage Pumping and Backflow Prevention System

- a) The Purchaser covenants and agrees to install and pay for such installation, at the time of construction of a building on the Property, a sewage pumping, backflow prevention and isolation system to convey sewage from the building on the Property to the municipally owned sanitary sewer system. The Purchaser agrees to provide unimpeded and ongoing access to the system if required by the Town. Such system and appurtenances shall be subject to the approval of the Town's engineer or designate at the time of site plan approval in his or her sole discretion. The parties agree that the Purchaser's covenants and agreements contained herein shall survive and not merge on the completion of this transaction.
- b) The Purchaser covenants and agrees to install and pay for any future gravity sanitary connection from building(s) located on the Property that requires a sanitary service connection across the subject Property to the sanitary sewer main located within the Minto Road road allowance, at the time that the Property has access to a Municipal gravity Sanitary Sewer system.

SECTION IV PRIOR TO COMPLETION DATE

16. Purchaser May Inspect the Property

- a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and the buildings as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

17. Insurance

- a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of

the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

SECTION V COMPLETING THE TRANSACTION

18. Deed

- a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

19. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

20. Survey or Reference Plan

- a) The Vendor shall deposit a Reference Plan on title of the Property at its expense to provide a registerable description of the Property in accordance with the terms of this Agreement.

21. Examination of Title

- a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the surveyor Reference Plan delivered to the Purchaser.
- b) The Purchaser is allowed until 6:00 p.m. on the 15th day prior to the Completion Date to examine the title to the Property at its own expense. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

22. Vendor to Discharge Encumbrances, Purchaser to Accept Easements

- a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens and mortgages affecting the Property. The Purchaser agrees to accept the property subject to all easements registered against the title of the Property as at the date of final acceptance of this agreement, except the parties agree that after closing and during the road design and construction by the Town, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be able to obtain such easements or lot re-configuration at a nominal charge.

- b) Notwithstanding any other provision in this Agreement to the contrary, the Purchaser agrees to accept title to the Property subject to the restrictive covenants registered as Instrument No. WC610740, and all references to the “Completion Date”, “Property”, “Purchaser” and “Vendor” used therein shall have the same respective meanings as set out in this Agreement.

23. Adjustments

- a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

24. Deliveries by the Vendor To The Purchaser on Closing

- a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser’s obligation to close this transaction, the following:
 - i) A deed of the Property;
 - ii) The Reference Plan depicting the Property as contemplated in Section 1;
 - iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties in this Agreement;
 - iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
 - v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a “non-resident person” within the meaning and for the purpose of Section 116 of the *Income Tax Act* of Canada;
 - vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and
 - vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction stipulated by the APS.

25. Harmonized Sales Tax

- a) The parties hereto acknowledge and agree that the transaction contemplated herein may be subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act* (the Act) and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
 - i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
 - (1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
 - (2) It will file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and
 - (3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on

behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act.

- ii) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and
- iii) A notarial true copy of its HST registration confirmation.

SECTION VI POST CLOSING LOT EXCHANGE

26. In accordance with the terms of the APS, the Vendor has not certified in any manner whatsoever the suitability of the soils of the Property for the Purchaser's intended development. In consideration of the Purchaser completing the purchase of the Property without any information relating to soils suitability and the ability of the Purchaser to construct a building on the Property, the Vendor covenants and agrees that should the Purchaser's consulting engineer reasonably determine during the construction of its intended development that the soils at the Property are unsuitable, the Vendor shall allow the Purchaser to exchange the Property for a more suitable parcel within the Vendor's industrial development in which the Property is situated. In order to give effect to this Property exchange right, the Vendor and the Purchaser mutually covenant and agree to execute an Agreement of Purchase and Sale on the same terms as contained in this APS for such new parcel as is selected by the Purchaser from the Vendor's then current industrial land inventory.

SECTION VII MISCELLANEOUS

27. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

28. Tender

- a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

29. Time of Essence

- b) Time shall be of the essence of this Agreement.

30. Planning Act

- a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended are complied with.

31. Notices

- a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

White, Duncan, Linton LLP
ATTENTION: Peter Hertz
45 Erb Street West
P. O. Box 457
Waterloo, ON N2J 4B5
Fax: (519) 886-8651
phertz@kwlaw.net

For the Purchaser:

HNT Law
ATTENTION: Hai Tran
108-350 Hanlon Creek Blvd.
Guelph, ON N1C 1B9
Fax: (647) 477-6891
hai@hntlaw.ca

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

32. Successors and Assigns

- a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

33. Schedules

- a) The following Schedules shall form an integral part of this Agreement:

Schedule "A" Description of Property

Schedule "B" Option to Purchase Agreement

34. Acceptance by Fax

- a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of a facsimile machine, and that they agree to accept such signatures and documents to be legal and binding upon them.

35. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

36. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

Johnny Garth Wilson & Sarah Viola

Per: _____
Name: Johnny Garth Wilson

Per: _____
Name: Sarah Viola

**THE CORPORATION OF THE TOWN OF
MINTO**

Per: _____
Name: David Turton
Title: Mayor

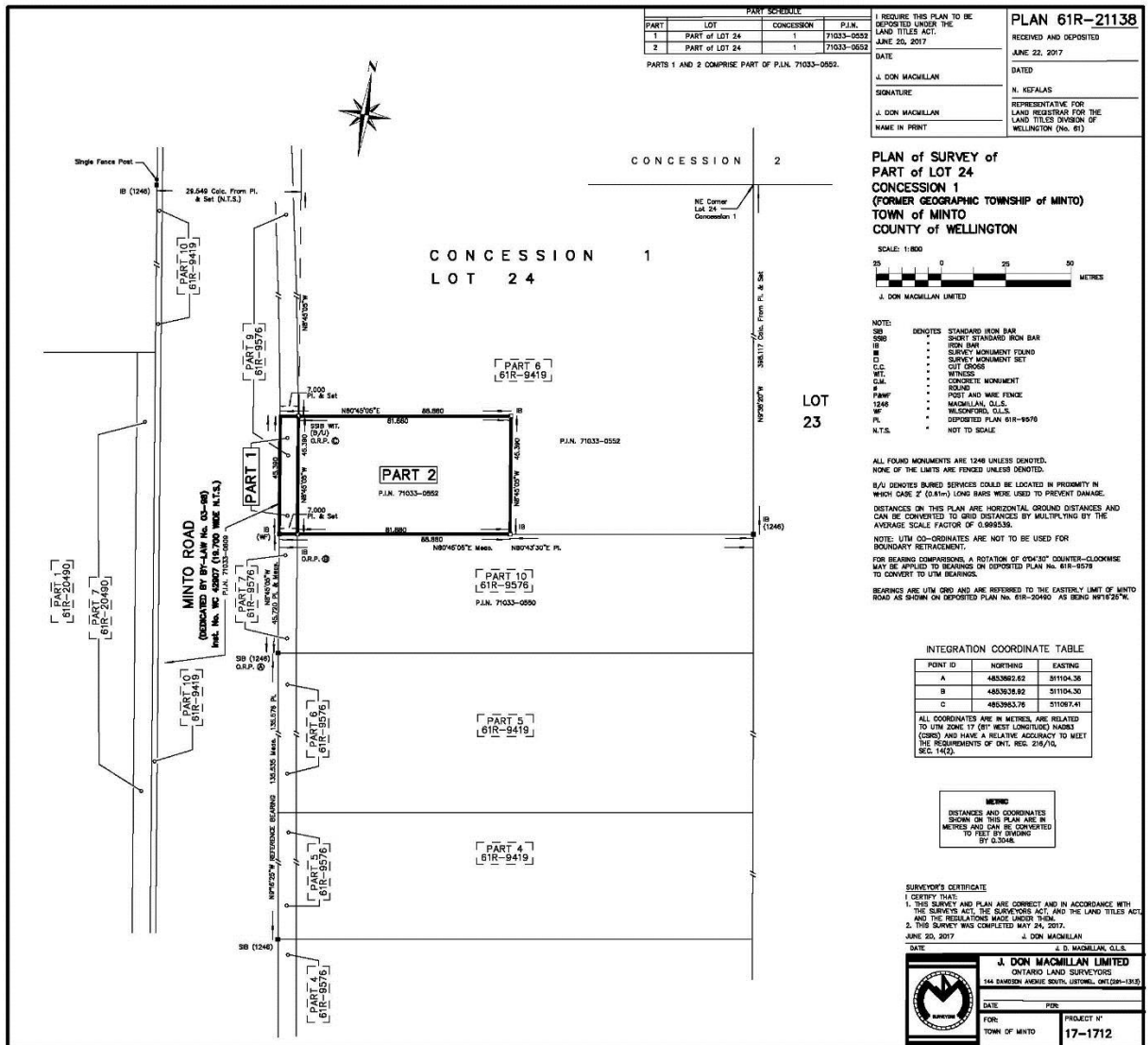
Per: _____
Name: Annilene McRobb
Title: Clerk

We have the authority to bind The
Corporation of the Town of Minto.

**Schedule "A" to
Description of Property
Proposed to be Sold to Johnny Garth Wilson & Sarah Viola**

All and singular that certain parcel or tract of land and premises, situate, lying and being on Minto Road in the Palmerston Industrial Park in the Town of Minto, County of Wellington, Province of Ontario and composed of:

Part of Lot 24, Concession 1, Township of Minto, Being Parts of 1 & 2 Plan 61R21138;
Subject to an Easement in Gross over Part 1 61R21138 as in WC509703; Town of Minto



SCHEDULE "B"

OPTION TO PURCHASE AGREEMENT

[see attached]

OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made the 9th day of January, 2024

BETWEEN:

JOHNNY GARTH WILSON & SARAH VIOLA
(the "Grantor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF MINTO
(the "Option Holder")

OF THE SECOND PART

WHEREAS:

- A. the Grantor has purchased certain lands as more particularly described in Schedule "A" attached hereto (the "Lands") from the Option Holder;
- B. the Grantor intends to develop the Lands in accordance with the terms and conditions of this Agreement; and,
- C. failing the Grantor's development of the Lands, the Grantor has agreed to grant to the Option Holder the right to repurchase all of the Grantor's right, title, and interest in and to the Lands subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the sum of TWO DOLLARS (\$2.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 INTERPRETATION

1.1 **Definitions.** In this Agreement, unless otherwise stated, the following terms shall have the meaning prescribed for each:

"**Business Day**" means any day other than Saturday or Sunday or a statutory holiday so recognized by the Province of Ontario.

"**Charge**" means any one of any lien, mortgage, pledge, encumbrance, or other security interest of any nature or kind, save and except for: (a) any registered restrictions or covenants that run with the Lands providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Lands, and "**Charges**" means more than one of any of them.

"**Effective Date**" means February 8, 2024.

"**Option**" means the option to repurchase the Lands granted by the Grantor to the Option Holder in Article 2.3 hereof.

"**Option Completion Date**" means the ninetieth (90th) day after delivery of written notice by the Option Holder to the Grantor of its exercise of the Option, or the next Business Day thereafter if such day is not a Business Day.

"**Option Holder's Costs**" means real estate commission, Ontario Land Transfer Tax, registration costs, legal fees, and such other costs reasonably incurred by the Option Holder.

“**Original Conveyance**” means the conveyance of the Option Holder’s rights, title, and interest in and to the Lands to the Grantor.

2.0 GRANT OF OPTION TO REPURCHASE

2.1 **Development of the Lands.** The Grantor covenants to obtain a building permit for a permanent building with a minimum building coverage of fifteen per cent (15%) of the area of the Lands that complies with the permitted uses of the Lands’ zoning within one (1) year of the Effective Date. The Grantor further covenants and agrees to complete the construction said building in conformity with an approved site plan within two (2) years from the Effective Date.

2.2 **Extension of Time.** In the event that the Grantor has not obtained a building permit within the time limits set out in Article 2.1 hereof, the Grantor may request from the Option Holder, in writing, an extension of time up to a maximum of six (6) months (such extension being the “Extended Time”) upon payment by the Grantor to the Option Holder of a performance deposit equal to ten per cent (10%) of the purchase price paid by the Grantor to the Option Holder for the Original Conveyance of the Lands (the “Performance Deposit”). The Option Holder shall refund the Performance Deposit to the Grantor, without interest or deduction, upon the Grantor’s completion of construction of the building described in Article 2.1 hereof within the Extended Time. In the event that the Grantor fails to complete construction of the building described in Article 2.1 hereof within the Extended Time, then the Option Holder shall, in addition to its other rights and remedies as set out in this Agreement or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Option Holder’s damages as the case may be.

2.3 **Option Price & Payment Terms.** If the Grantor does not comply with the provisions of Article 2.1 hereof within the time limits set out herein or within any Extended Time, the Grantor shall, at the option of the Option Holder, reconvey all of its rights, title, and interest in and to the Lands to the Option Holder on the Option Completion Date, free and clear of all Charges, in consideration for payment by the Option Holder to the Grantor of ninety per cent (90%) of the purchase price paid by the Grantor to the Option Holder for the Original Conveyance of the Lands, less the Option Holder’s Costs of the Original Conveyance and the Option Holder’s Costs to reacquire the Lands (the “Option Purchase Price”). The Option Holder shall not be required to pay for any improvements that may have been made, constructed, installed, or performed by the Grantor on or to the Lands.

3.0 CLOSING

3.1 **Closing Date.** The Agreement of Purchase and Sale created by the exercise by the Option Holder of the Option shall be completed on the Option Completion Date. Upon completion of the Agreement of Purchase and Sale, the Grantor shall deliver vacant possession of the Lands to the Option Holder.

3.2 **Title.** From and after the Effective Date, the Grantor shall not allow or permit its Lands to be encumbered by any Charges, whether registered or unregistered against title, that cannot be discharged on the Option Completion Date. In the event that the Grantor is required to discharge a Charge held by a person or a corporation other than an institutional lender or chartered bank, the Grantor shall produce a good and valid discharge of the said Charge on or before the Option Completion Date. If a discharge of any Charge held by an institutional lender or chartered bank is not available in registrable form on the Option Completion Date, the Option Holder shall accept the Grantor’s lawyer’s personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of the time after the Option Completion Date, provided that on or before the Option Completion Date the Grantor shall provide to the Option Holder a mortgage statement prepared by the charge setting out the balance required to obtain the discharge.

4.0 OCCUPATION OF BUILDING

4.1 **Vacancies Exceeding Six Months.** If the Grantor or a lessee thereof fails to occupy the building described in Article 2.1 hereof within six (6) months of completion of

construction, and for so long as the building remains unoccupied, beginning on the first day following said six (6) month period, the Grantor shall pay to the Option Holder as liquidated damages, quarterly amounts equal to the difference between (a) actual property taxes accrued, and (b) the amount of property taxes that would have accrued if the Lands were occupied. If any such payment is not duly remitted by the Grantor, interest shall accrue on the unpaid balance at the same rate as unpaid property taxes.

4.2 *Extension of Time.* The Option Holder may grant extensions of the time limits set out in Article 4.1 hereof, in its sole and unfettered discretion, upon written request by the Grantor setting out the nature and reason for the extension sought prior to the expiry of the time limits set out in Article 4.1 or prior extensions granted hereunder.

5.0 GRANT OF RIGHT OF FIRST REFUSAL

5.1 The Grantor covenants not to sell the Lands or any part thereof to any person, firm, or corporation without first offering, in writing, to sell the Lands to the Option Holder for consideration equal to or less than the purchase price paid by the Grantor to the Option Holder for the Original Conveyance of the Lands, less the Option Holder's Costs to reacquire the Lands. The Option Holder shall have ninety (90) days from receipt of an offer made by the Grantor under this Article 5.1 to accept such offer, which acceptance shall be by notice in writing. If the Option Holder does not accept an offer made by the Grantor under this Article 5.1 within the limits prescribed herein, the Option Holder's right of first refusal under this Article 5.1 shall terminate.

6.0 REGISTRATION

6.1 *Registration against Title.* This Agreement may be registered by the Option Holder and at the Option Holder's expense on title to the Lands on or at any time after the Effective Date. The Grantor hereby consents to and authorizes such registration in respect of the Lands. The Grantor and Option Holder agree that this Agreement shall, as of the Effective Date, vest the Option Holder a proprietary interest in the Lands and such interest shall run with and encumber title to the same.

6.2 *Deletion from Title.* Upon termination of this Agreement, the Option Holder shall register a release or discharge of this Agreement from title to the Lands forthwith upon written request from the Grantor providing details of the basis on which the Grantor asserts this Agreement has terminated.

7.0 TERM OF AGREEMENT

7.1 This Agreement shall automatically terminate, forthwith, without the requirement of further notification from one Party to the other, on the earlier of: (a) completion of construction of the building described in Article 2.1 hereof, and (b) five (5) years from the Effective Date.

8.0 GENERAL PROVISIONS

8.1 *Notice.* Unless stated otherwise in this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by email, by hand, or mailed by prepaid registered mail addressed to the Party to whom such notice is intended to be given at the following addresses:

For the Grantor:

895 George St. E.
Fergus, ON N1M 3N6

For the Option Holder:

5941 Highway #89, R.R. #1
Harriston, ON NOG 1Z0

with a copy to:

Duncan, Linton LLP
45 Erb Street East
Waterloo, ON N2J 1L7
Attn: Peter A. Hertz

Fax: (519) 886-8651
Email: phertz@kwlaw.net

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if emailed or delivered, or on the third day following the date of mailing, if delivered by prepaid registered mail, provided that in each case such day is a Business Day and the communication is so delivered or sent prior to 5:00 p.m. (Eastern Time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

- 8.2 Counterparts & Electronic Signature.** This Agreement may be executed in any number of counterparts and by facsimile or other form of electronic transmission reproducing an original, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument. Alternatively, this Agreement may be executed electronically using DocuSign, or such other technology as may be agreed to by the Parties.
- 8.3 Further Assurances.** The Parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be required to implement the provisions of this Agreement, and each Party shall provide such further information, documents, and co-operation as may be reasonably necessary or desirable to give effect thereto.
- 8.4 Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof, and no extension or variation to this Agreement shall operate as a waiver of this provision.
- 8.5 Amendment.** This Agreement may only be changed by a document in writing signed by both Parties.
- 8.6 Recitals.** The Parties acknowledge and declare that the recitals constitute part of this Agreement and are true in substance and fact.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

8.7 Enurement. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Name: David Turton
Title: Mayor

Per: _____
Name: Annilene McRobb
Title: Clerk

JOHNNY GARTH WILSON & SARAH VIOLA

Per: _____
Name: Johnny Garth Wilson
Per: _____
Name: Sarah Viola

SCHEDULE "A"
Legal Description of Lands

All and singular that certain parcel or tract of land and premises, situate, lying and being on Minto Road in the Palmerston Industrial Park in the Town of Minto, County of Wellington, Province of Ontario and composed of:

Part of Lot 24, Concession 1, Township of Minto, Being Parts of 1 & 2 Plan 61R21138;
Subject to an Easement in Gross over Part 1 61R21138 as in WC509703; Town of Minto