

FORM 2 – FORM OF OFFER
RFO #624-2021

This agreement made as of the ____ day of _____, 202__, between:

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
an English-language Separate District School Board under the laws
of Ontario

(hereinafter called the “**Vendor**”)

of the one part,

-and-

(hereinafter called the “**Purchaser**”)

of the other part

WHEREAS:

1. The Vendor is the owner in fee simple of the property defined as the "Property" in Article 1.1 of this Agreement.
2. 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 parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

- 1.1** As used in this Agreement, the following terms shall have the following meanings:
- (1) "**Agreement**" means this agreement, the attached schedules identified in Article 1.2 and every properly executed instrument which by its terms amends, modifies or supplements this agreement.
 - (2) "**Authority**" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Property as defined herein, or the use thereof.
 - (3) "**Buildings**" means the existing structure(s), fixtures and facilities located on the Lands, including all heating, ventilation, plumbing, electrical and mechanical systems and related components and equipment comprising a part thereof, but specifically excludes those fixtures listed on Schedule "D" to this Agreement.
 - (4) "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
 - (5) "**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.
 - (6) "**Date of Acceptance**" means the date the Vendor's Director of Education and Associate Director Corporate Services accept and approve this Agreement.

- (7) **"Date of Closing"** means the first Business Day that is at least ten (10) days after the later of i) the date that the Purchaser waives or satisfies its condition(s) contained in Article 5 of this Agreement, and ii) the date that the Vendor fulfills its condition(s) contained in Article 6 of this Agreement, or any extension thereof pursuant to the terms of this Agreement. The Date of Closing shall occur by August 15, 2021
- (8) **"Deposit"** means the deposit provided for in Article 2.1 of this Agreement.
- (9) **"Environmental Law"** includes, but is not limited to all applicable federal and provincial statutes, municipal and local laws, common law, and deed restrictions, all statutes, by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any Authority relating to the protection of the environment, natural resources, 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.
- (10) **"Hazardous Substance"** includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, 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.
- (11) **"HST"** means the combined goods and services and provincial sales tax generally known as the Harmonized Sales Tax collected in Ontario pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15.
- (12) **"HST Declaration and Indemnity"** means an undertaking, declaration and indemnity relating to HST in a form acceptable to the Vendor, acting reasonably.
- (13) **"Included Chattels"** means the goods and equipment, if any, that are included in the Purchase Price and are to be conveyed with the Property. Any such included goods and equipment shall be specifically listed in Schedule "C" to this Agreement and, if not so listed, are excluded.
- (14) **"Information Package"** means the package provided by the Vendor to the Purchaser containing copies of the Property Documents and other information in order to solicit offers to purchase the Property.
- (15) **"Inspection Period"** means that period of time which is forty five (45) days following the Date of Acceptance.
- (16) **"Lands"** means the land(s) described in Schedule "A" to this Agreement, but specifically excludes the fixtures and equipment listed on Schedule "D" to this Agreement.
- (17) **"Land Use Regulations"** means any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing and/or proposed Official Plans, zoning by-laws and zoning orders.
- (18) **"Municipality"** means the municipality (or municipalities) where the Property is located.
- (19) **"Offer Submission Deadline"** means the offer submission deadline identified in the RFO.
- (20) **"Permitted Encumbrances"** means the encumbrances listed in Schedule "B" to this Agreement.

- (21) **"Property"** means collectively the Lands, the Buildings, the Included Chattels, if any, and the Property Documents, but specifically excludes the fixtures and equipment listed on Schedule "D" to this Agreement and any goods or equipment used in connection with the Property that are not specifically listed on Schedule "D" to this Agreement as Included Chattels.
- (22) **"Property Documents"** means documents in the Vendor's current possession related to the Property as set out in Schedule "F" to this Agreement.
- (23) **"Purchase Price"** means the total amount as set out in Article 2.1 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the adjustments specified in Article 15 of this Agreement.
- (24) **"RFO"** means the Vendor's public request for offers to purchase the Property pursuant to which the within Purchaser's offer was prepared and delivered to the Vendor.
- (25) **"Tenancy Agreements"** means all leases or licences to be assumed by the Purchaser which currently affect the Property and are listed in Schedule "D" of this Agreement.

1.2 The following schedules attached hereto form part of this Agreement:

- Schedule "A" - Legal Description of Lands
- Schedule "B" - Permitted Encumbrances
- Schedule "C" - Included Chattels
- Schedule "D" - Excluded Fixtures & Equipment
- Schedule "E" - Tenancy Agreements
- Schedule "F" - Property Documents

ARTICLE 2 PAYMENT OF PURCHASE PRICE

2.1 Under this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Property for the Purchase Price of _____
 _____ Canadian dollars,
 payable by the Purchaser to the Vendor's solicitor, **"George Murray Shepley Bell, LLP, in trust"**, by certified cheque or bank draft as follows:

- (1) a sum equal to ten percent (10%) of the Purchase Price (the **"Deposit"**), upon the submission of this offer to purchase, as a deposit to be credited towards the Purchase Price on the Date of Closing; and
- (2) the balance of the Purchase Price, subject to the adjustments set out in Article 15, on the Date of Closing.

2.2 The parties authorize and direct the Vendor's solicitor to place the Deposit in its non-interest bearing trust account and no interest shall be earned, received or paid on the deposit, provided that in the event that this Agreement is terminated due to a specific default by the Purchaser the Vendor shall be entitled to retain the Deposit as liquidated damages, in addition to any other remedies available to the Vendor pursuant to this Agreement and at law.

2.3 This Agreement shall be completed on the Date of Closing at the offices of the Vendor's solicitors in Sarnia.

ARTICLE 3 HARMONIZED SALES TAX

3.1 The Purchase Price of the Property does not include HST payable by the Purchaser. Subject to Article 3.2 below, the Purchaser agrees to pay to the Vendor, on the Date of

Closing, 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 Act.

- 3.2 Notwithstanding Article 3.1 above, the Vendor shall not collect HST from the Purchaser in this transaction if the Purchaser is registered under the *Excise Tax Act*, R.S. 1985, c. E.15 (Canada) (the "Act") and in that event, the Purchaser shall file returns and remit such HST when and to the extent required by the Act. The Purchaser shall provide to the Vendor, on the Date of Closing, an HST Declaration and Indemnity confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, together with an indemnity in favour of the Vendor for any costs or expenses payable by the Vendor as a result of the Vendor's failure to collect HST from the Purchaser on the Date of Closing, such statutory declaration and indemnity to be in a form satisfactory to the Vendor's solicitor, acting reasonably.
- 3.3 The Purchaser's obligations under this Article 3 shall survive closing.

ARTICLE 4 REGISTRATION AND OTHER COSTS

- 4.1 The Purchaser shall be responsible for and pay any land transfer taxes payable on the transfer of the Property, all registration fees payable in respect of registration by it of any documents on Closing (other than discharges of encumbrances which are required to be made by the Vendor, which shall be the responsibility of the Vendor) and all federal and provincial sales and other taxes payable by a purchaser upon or in connection with the conveyance or transfer of the Property. If the Purchaser does not or cannot execute and deliver the HST Declaration and Indemnity, it shall pay to the Vendor all HST applicable to the Purchase Price.
- 4.2 The Purchaser shall indemnify and save harmless the Vendor and its shareholders, directors, officers, employees, advisors and agents from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of a failure by the Purchaser:
- (1) to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Property whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and/or
 - (2) to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Property.
- 4.3 The Purchaser's obligations under this Article 4 shall survive closing.

ARTICLE 5 PURCHASER'S CONDITION, INSPECTION PERIOD, "AS IS WHERE IS" CONDITION AND ENVIRONMENTAL INDEMNITY

- 5.1 The Purchaser 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 existing condition or state without any agreement, representation or warranty of any kind, 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 or the condition of the Buildings, if any, or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, or the use to which the Property may be put and its zoning. Without limiting the foregoing, it is understood that the Purchaser accepts, assumes and takes title to the Property subject to the land uses permitted on the Property by the applicable and/or proposed 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 Authority for changes or variances to the uses permitted on the Property by the applicable and/or

proposed Land Use Regulations including, without limitation, changes or variances to official plans and/or zoning by-laws applicable to the Property.

- 5.2 During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the environmental condition of the property, including the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property including, without limitation, compliance with Environmental Law and the existence of any Hazardous Substance or Contaminant.
- 5.3 The condition set forth above in Article 5.2 has been inserted for the sole benefit of the Purchaser and may be waived by the Purchaser at any time in writing prior to the expiration of the Inspection Period, failing which this Agreement shall be null and void and the Deposit shall be returned to the Purchaser.
- 5.4 The Vendor grants to the Purchaser the right to enter upon the Property at its own expense during the Inspection Period during normal business hours and provided mutually convenient arrangements have been made with the Vendor for a representative of the Vendor to grant access and to be present during any such access at the Purchaser's own risk and to conduct such investigations, tests and inquiries as the Purchaser deems necessary to satisfy itself as to those matters enumerated in Article 5.2 (the "**Environmental Investigations**"), provided the Purchaser takes all reasonable care in the conduct of such Environmental Investigations and provided the Purchaser returns the Property to the same condition it was in prior to the Environmental Investigations and repairs any damage caused by same. In exercising the right of entry herein granted, the Purchaser shall limit its activities to Environmental Investigations and shall not unreasonably interfere with the normal operations and use of the Property by the Vendor or its tenants. 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 its and/or its agents' or consultants' presence on the Property or its and/or its agents' or consultants' activities on or in connection with the Property. Notwithstanding any other provision of this Agreement, the Deposit shall not be returned to the Purchaser until the Property has been fully restored to the reasonable satisfaction of the Vendor and unless the Purchaser restores same as soon as reasonably practicable following termination the Vendor may undertake the necessary restoration at the expense of the Purchaser, which expense shall be deducted from the Deposit.
- 5.5 The Purchaser acknowledges that the Vendor has made all of the Property Documents available to the Purchaser prior to the execution and entering into of this Agreement. The Vendor makes no representations or warranties with respect to the completeness or accuracy of the Property Documents or any other information supplied to the Purchaser in connection with the Property. 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 the Property Documents made available to the Purchaser pursuant to this Agreement, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection therewith. The Purchaser covenants and agrees that any and all Property Documents 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 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 Property by the Purchaser's lending institution or as may be required by law, without the express written consent of the Vendor. If this Agreement is terminated for any reason, the Purchaser will return to the Vendor all Property Documents without keeping copies, including any electronic copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all environmental reports the Purchaser commissions or obtains during the course of its investigations.

- 5.6 In the event of the Purchaser delivering a waiver of the Purchaser's conditions, the Purchaser shall be conclusively deemed to have waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made within the Inspection Period, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, 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.
- 5.7 The Purchaser shall be responsible for and hereby indemnifies and saves harmless the Vendor and its employees, directors, trustees, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise directly or indirectly as a result of the condition, use, occupancy, redevelopment, or demolition of the Property (collectively the "**Ownership of the Property**") or any order issued by any competent governmental Authority in connection with the Ownership of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the Ownership of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. On the Date of Closing, the Purchaser will execute and deliver an Indemnity Agreement in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this Article 5.7.
- 5.8 This Article 5 shall not merge but shall survive the Date of Closing and shall be a continuing obligation of the Purchaser.

ARTICLE 6 VENDOR'S CONDITIONS

- 6.1 This Agreement is subject to the conditions set forth in Articles 6.2 and 6.3 hereof which have been inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Date of Closing. If a condition is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors in writing that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser without interest or deduction.
- 6.2 Vendor Condition #1: Within thirty (30) days from the Purchaser delivering a waiver of of the Purchaser's conditions, the Vendor shall have obtained the approvals of the Lieutenant Governor-in-Council pursuant to section 194 of the *Education Act*, R.S.O. 1990, c. E.2 for the sale of the Property to the Purchaser, which approvals the Purchaser acknowledges may be arbitrarily and unreasonably withheld and the Vendor shall notify the Purchaser if and when such approvals are obtained.

The Purchaser agrees that should the Vendor be unable to satisfy this condition within said thirty (30) day period, then the Vendor may, at its option and in its sole discretion, extend this time period for an additional thirty (30) days by notice in writing to the Purchaser within the initial thirty (30) day period.

- 6.3 Vendor Condition #2: The Vendor shall undertake or has undertaken such actions and measures as it deems necessary to comply with the real property disposition requirements of the *Education Act*, R.S.O. 1990, c. E.2 and/or Ontario Regulation 444/98, *Disposition of Surplus Real Property*, and as they apply to the Property and the transaction contemplated by this Agreement (collectively, the "**Circulation Requirements**").

Notwithstanding any other provision of this Agreement, the completion of the transaction contemplated by this Agreement is subject to continuing compliance to the Date of

Closing with all such Circulation Requirements and in the event that prior to the Date of Closing:

- (a) any governing Authority makes or issues any order or directive pursuant to the Circulation 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 Circulation Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part VI of the *Education Act*, R.S.O. 1990, c. E.2 or Ontario Regulation 444/98, *Disposition of Surplus Real Property*; or
- (b) the Vendor receives any notice or communication from any such governmental or public authority that it is considering whether to make or issue any such order or directive; or
- (c) a written request has been made to the Minister of Education, of which the Vendor has notice, that other or different measures be taken to comply with the Circulation Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Date of Closing for at least an additional thirty (30) days by notice in writing to the Purchaser during which time the Vendor shall:

- (d) determine if the request in sub-Article 6.3(c) above has been satisfied or has been refused;
- (e) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event it may extend the Date of Closing 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); or
- (f) terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force or effect and the Deposit shall be returned to the Purchaser without interest or deduction and neither party shall be further liable to the other pursuant to this Agreement.

ARTICLE 7 RISK

- 7.1 Until completion of this Agreement on the Date of Closing, the Vendor shall bear the risk of any new major structural damage occurring to any Building situated upon the Property (“**New Structural Damage**”), but specifically excluding any major structural damage that exists prior to the date of this Agreement and specifically excluding any and all other types of damage. New Structural Damage means major structural damage occurring subsequent to the date of this Agreement that results in the failure of a load-bearing portion of a Building or that materially and adversely affects its load-bearing function. The Purchaser acknowledges that the Vendor does not carry conventional fire and property damage insurance to respond in the event of New Structural Damage. As such, in the event of New Structural Damage to any Building on or before the Date of Closing, the Vendor may elect (i) to repair the structure of the Building 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 to the structure of the Building as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arms 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 be immediately returned to the Purchaser, with interest and without deduction, and neither party shall have any further rights or obligations hereunder. The Purchaser acknowledges and agrees that, save and except for any New Structural Damage, it shall accept the condition of the Property, including the condition of any included Building and any Included Chattels, in its “as is, where is” condition as of the Date of Closing, notwithstanding any damage,

wear and tear, mechanical breakdown, and/or inherent vice or defect in any part thereof arising or discovered subsequent to the date of this Agreement.

ARTICLE 8
VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 8.1** 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.).
- 8.2** The Information Package provided by the Vendor or its agents, and any comments made by the Vendor, its employees, officers, directors, trustees, 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 of the information it has provided to the Purchaser.

ARTICLE 9
PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9.1** The Purchaser represents and warrants to the Vendor that the Purchaser, as of the date this offer is submitted to the Vendor, has the full legal authority and capacity to enter into this Agreement, has the ability to pay and/or has arranged satisfactory financing to pay the Purchase Price on the Date of Closing and, notwithstanding the Purchaser condition set out in Article 5, this Agreement is not conditional upon the Purchaser arranging satisfactory financing. On or before waiver of the Purchaser condition set out in Article 5, the Purchaser shall provide the Vendor with proof of financing commitment or sufficient funds on deposit with a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office to satisfy the balance of the Purchase Price due on the Date of Closing.
- 9.2** The Purchaser represents and warrants to the Vendor that the Purchaser does not have a conflict of interest with the Vendor or with any of their respective directors, trustees, officers, appointees, employees or agents.
- 9.3** The Vendor shall deliver and the Purchaser shall accept vacant possession of the Lands on the Date of Closing in an "as is, where is" condition, subject to, (i) the rights of tenants and licencees as set out in the Tenancy Agreements, if any, and (ii) the Permitted Encumbrances.
- 9.4** As of the Date of Closing, 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 therefore.
- 9.5** 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.
- 9.6** The Purchaser's obligations, representations, and warranties under this Article 9 shall survive closing.

ARTICLE 10
PLANNING ACT COMPLIANCE

- 10.1** This Agreement and the transactions reflected herein are subject to compliance with section 50 of the *Planning Act*, R.S.O. 1990, c. P.13.

ARTICLE 11
TITLE

- 11.1** The Purchaser shall have the Inspection Period to investigate title to the Property at the Purchaser's expense. The Purchaser 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 listed in Schedule "F".
- 11.2** On the Date of Closing, the Purchaser shall accept title to the Property in an "as is, where is" condition subject to the following:
- (1) 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;
 - (2) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey;
 - (3) the Land Use Regulations;
 - (4) the Tenancy Agreements, if any;
 - (5) all other Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.

- 11.3** If, within the specified time allowed for examining title to the Lands, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy or satisfy or obtain insurance (Title Insurance) 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 be returned to the Purchaser without interest or 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.
- 11.4** 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.

ARTICLE 12
NO ASSIGNMENT

- 12.1** 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, without obtaining the prior written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Purchaser may, upon prior written notice to the Vendor, assign this Agreement to an affiliate as defined in the *Business Corporations Act*, R.S.O. 1990, c. B.16, but the Purchaser shall not be relieved of any of its liabilities or obligations hereunder in the event of any such assignment to an affiliate.
- 12.2** If the Vendor consents to an assignment of this Agreement to a third party or the Purchaser assigns this Agreement to an affiliate (the "**Assignee**"), the Purchaser shall cause the Assignee and the Purchaser, 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. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.

**ARTICLE 13
PREPARATION OF DOCUMENTS**

- 13.1 The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration (the "**Land Transfer Tax Affidavit**"), which will be prepared by the Purchaser. The Purchaser shall pay its own legal costs, registration costs, and all land transfer tax payable.

**ARTICLE 14
TENDER**

- 14.1 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.

**ARTICLE 15
ADJUSTMENTS**

- 15.1 Adjustments between the Vendor and the Purchaser shall be apportioned and allowed to the Date of Closing for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment, the Date of Completion itself to be apportioned to Purchaser.

**ARTICLE 16
ELECTRONIC REGISTRATION**

- 16.1 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-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
- (1) 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
 - (2) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada.

**ARTICLE 17
CLOSING DELIVERABLES**

- 17.1 The Vendor covenants that it will deliver to the Purchaser on or before the Date of Closing, each of the following:
- (1) 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;
 - (2) an Assignment of the Tenancy Agreements, if any;
 - (3) notice to the tenant(s), if any, informing them of the sale of the Property and directing them to pay future rent to the Purchaser;
 - (4) an executed Transfer/Deed of Land in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
 - (5) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;

- (6) a direction regarding the payment of funds;
- (7) statement of adjustments; and
- (8) all other documents which are required by this Agreement and which the Purchaser has reasonably requested before the Date of Closing to give effect to this transaction.

The Vendor shall not be required to deliver any declaration of possession or representations or warranties of any kind except as specifically provided for herein.

17.2 The Purchaser covenants that it will deliver to the Vendor on or before the Date of Closing:

- (1) a certified cheque or bank draft for the balance of the Purchase Price due on the Date of Closing;
- (2) a direction as to title, if necessary;
- (3) an Assumption of the Tenancy Agreements, if any;
- (4) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (5) HST Declaration and Indemnity;
- (6) Indemnity Agreement pursuant to Article 5.7;
- (7) a Purchaser's bring down certificate confirming that all of the Purchaser's representations and warranties contained in this Agreement remain true as of the Date of Closing and shall not merge on but shall survive closing; and
- (8) all other documents which are required by this Agreement and which the Vendor has reasonably requested before the Date of Closing to give effect to this transaction.

ARTICLE 18 NOTICE

18.1 Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by telecopier, facsimile transmission or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(1) To the Vendor:

Attn: Mr. Tony Prizio
 Manager – Risk & Supply Chain Management
 St. Clair Catholic District School Board
 420 Creek Street
 Wallaceburg, Ontario N8A 4C4

Tel: 519-627-6762 x. 10256
 Email: Tony.Prizio@st-clair.net

And to the Vendor's solicitor at:

Attn: Mr. Ed Litrenta
 George Murray Shipley, Bell LLP
 222 North Front Street PO Box 2196
 Sarnia, Ontario N7T 7L8

Tel: 519-336-8770
Fax: 519-336-1811
Email: ELitrenta@sarnialaw.com

(2) To the Purchaser at:

Attn: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

And to the Purchaser's solicitor at:

Attn: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by telecopier, facsimile transmission or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day it was sent provided that it is prior to 5:00 p.m. on such day, and otherwise on the next following Business Day if sent after 5:00 p.m.

ARTICLE 19 GENERAL

- 19.1** 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.
- 19.2** 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 (collectively, the "**Obligations**") shall not merge on the completion of this transaction, but shall survive completion and remain in full force and effect and binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.

- 19.3** 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.
- 19.4** 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.
- 19.5** 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.
- 19.6** The Vendor and Purchaser agree to 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*, 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.
- 19.7** The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all material and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, employees, agents, sub-contractors, volunteers and financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the 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.
- 19.8** All parties agree that this Agreement may be executed in counterpart and transmitted by telecopier, facsimile transmission or other electronic communication with confirmation of transmission and that the reproduction of signatures in counterpart and by way of telecopier, facsimile transmission or other electronic communication with confirmation of transmission will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after the date of execution.

**ARTICLE 20
IRREVOCABLE PERIOD**

- 20.1** Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for fifteen (15) days from the Offer Submission Deadline and open for acceptance by the Director of Education and the Associate Director Corporate Services of the Vendor during said fifteen (15) day period, subject to an extension for a further period up to fifteen (15) 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.

OFFERED BY the Purchaser this ____ day of _____, 202__.

[Insert Purchaser Name]: _____

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

ACCEPTED BY the Vendor this ____ day of _____, 202__.

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

Per: _____

Name: Deborah Crawford

Title: Director of Education

Per: _____

Name: Amy Janssens

Title: Associate Director Corporate Services

I/We have authority to bind the Board.

SCHEDULE "A"

55 Croydon St.
Chatham, Ontario, N7L 1L5

LT 9-12, 18-19 PL 549; LT 47-51 PL 555; PT LT 52 PL 555; PT FRANK CRES PL 555
CLOSED BY 214669 AS IN 217008; CHATHAM-KENT

Being all of PIN 00533-0180

SCHEDULE "B"

PERMITTED ENCUMBRANCES

GENERAL

1. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown or applicable to the Property by virtue of Section 44(1) of the *Land Titles Act*, R.S.O. 1990, c. L.5, including, without limitation, the reservation of any mines and minerals.
2. 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.
3. Title defects or irregularities which do not, in the aggregate, materially and adversely impair the use or marketability of the Property for the purpose for which it is presently held.
4. Subdivision agreements, site plan control agreements, servicing agreements, private rights-of-way, utility agreements, restrictions, building schemes, airport zoning regulations and other similar agreements with government authorities or private or public utilities affecting the development or use of the Property, provided same are not in default.
5. Facility, cost sharing, servicing, reciprocal operating/easement or other similar agreements provided same are not in default.
6. Encumbrances respecting minor encroachments by the Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over any part of the Property by improvements of abutting land owners which do not materially and adversely affect the use or marketability of the Property.
7. The Tenancy Agreements, if any, and any notices of such agreements registered on title to the Property.
8. Land Use Regulations, restrictive covenants, private deed restrictions and other land use control agreements.
9. Any easements or rights-of-way in favour of any governmental authority or any private or public utility, provided same are not in default.

SPECIFIC

None

SCHEDULE "C"
INCLUDED CHATTELS

Nil.

SCHEDULE "D"

EXCLUDED FIXTURES & EQUIPMENT

1. All classroom equipment and supplies, including white boards.
2. All medical equipment and supplies, including all first aid kits, defibrillators, medicines, stretchers, cots, and other medical equipment or supplies.
3. All bathroom supplies, including toiletries and towel, tissue paper, and soap dispensers.
4. All Library shelving.

SCHEDULE "E"
TENANCY AGREEMENTS

Nil.

SCHEDULE "F"

PROPERTY DOCUMENTS

1. Digital blueprints and as-built drawings
2. Survey in PDF and AutoCAD format
3. Digital designated substances report.
4. Roof Condition Report