

Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

LSS-12-2019, Attachment 2

BUYER: 2589200 ONTARIO INC.

SELLER: THE CORPORATION OF HALDIMAND COUNTY

For the transaction on the property known as: PIN#381830511, HAGERSVILLE

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

- 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) The Listing Brokerage is providing Customer Service to the Buyer.

b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)

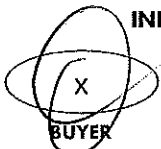
by the Seller in accordance with a Seller Customer Service Agreement

or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

the Buyer shall pay the Co-operating Brokerage directly 2% + HST.

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


BUYER


CO-OPERATING/BUYER BROKERAGE


SELLER


LISTING BROKERAGE



AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(the "County")

-and-

2589200 ONTARIO INC.
(the "Purchaser")

WHEREAS the County is the registered owner of the lands legally described as PT BLK 46 PL 905 HAGERSVILLE; PT LT 29 RANGE EAST OF PLANK RD ONEIDA PT 3, 18R6353 & PT 1, 18R6234; HALDIMAND COUNTY; PIN #381830511, HAGERSVILLE, Haldimand County and municipally known as PIN #381830511 (the "Lands");

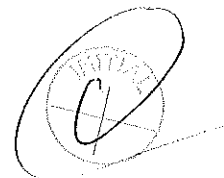
AND WHEREAS the Purchaser wishes to acquire the Lands, as more particularly detailed herein;

NOW THEREFORE in consideration of payment of the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.
2. The County hereby agrees to sell and the Purchaser agrees to purchase of the Lands designated as Part BLK 46, Plan 905 and shown on Schedule "A", for a purchase price of **TWO THOUSAND DOLLARS (\$2,000.00)** (the "Purchase Price").
3. The parties hereto agree that any and all improvements, trees or shrubs within the Lands are included in the Purchase Price.

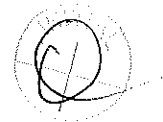


4. This offer shall be irrevocable by the Purchaser until 4:30 p.m. on the 7th day of May, 2019, after which time, if not accepted by the County, this Agreement shall be null and void.
5. The Purchaser agrees to provide the County with a deposit in the amount of **TWO HUNDRED DOLLARS (\$200.00)** by certified cheque payable to "The Corporation of Haldimand County". The deposit shall be held in trust by the County without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on completion.
6. The balance of the Purchase Price shall be paid by certified cheque, bank draft or wire transfer on the Closing Date, subject to adjustments, if any.
7. If the Purchase Price is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the Purchase Price is not subject to HST, the County agrees to certify on or before closing, that the sale of the Lands is not subject to HST.
8. The closing date of this transaction shall be **the 7th day of June, 2019**, or prior thereto if mutually agreed in writing (the "Closing Date"). Vacant possession of the Lands shall be provided to the Purchaser on the Closing Date, unless otherwise provided in this Agreement.
9. The Purchaser shall be allowed until 5 days prior to the Closing Date to investigate the title to the Lands at its own expense. If within that time any valid objection to title is made in writing which the County is unable or unwilling to remove and which is not waived by the Purchaser, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be null and void.
10. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the possession or control of the County.
11. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, as amended. The Purchaser and the County agree to be bound by the Document Registration Agreement



which is recommended from time to time by the Law Society of Upper Canada. The Purchaser and the County acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the transfer/deed (and other documents intended to be registered in connection with the completion of this transaction); and (b) be subject to conditions whereby the solicitor(s) receiving documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of the Document Registration Agreement.

12. The County covenants and agrees to deliver to the Purchaser a Transfer for the Lands suitable for registration and drawn in the name of the Purchaser and to provide it with good title.
13. The County covenants that it will deliver to the Purchaser on or before the Closing Date, each of the following:
 - (a) vacant possession of the Lands;
 - (b) an executed Transfer of Land in registerable form duly executed by the County in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
 - (c) a Seller's Closing Certificate, including an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) a direction regarding the payment of funds, if necessary; and
 - (e) a statement of adjustments, which shall be delivered at least two (2) business days prior to the Closing Date.
14. The Purchaser covenants that it will deliver to the County on or before the Closing Date:
 - (a) a certified cheque or wire transfer for the balance of the purchase price due on the Closing Date;
 - (b) a direction as to title, if necessary;
 - (c) an Environmental Acknowledgement;
 - (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand; and
 - (e) H.S.T. Declaration, if applicable.



15. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the Closing Date. Money may be tendered by negotiable cheque or bank draft.
16. All notices or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or registered mail, return receipt requested, postage prepaid, addressed as follows:

On the Purchaser to: PO BOX 130, HAGERSVILLE, ON N0A 1H0

Attention: OMAR ABOYA
Facsimile: 905-768-7747

On the County to: THE CORPORATION OF HALDIMAND COUNTY
1-117 Forest Street East
Dunnville, Ontario
N0A 1E0

Attention: Manager, Support Services
Phone: (905) 318-5932
Facsimile: (905) 774-4294

17. The County and the Purchaser acknowledge that this Agreement constitutes the entire Agreement between them and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein in writing.
18. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the County and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
19. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.
20. This Agreement may be executed and delivered in any number of separate counter-parts, each of which when executed and delivered is an original but all of



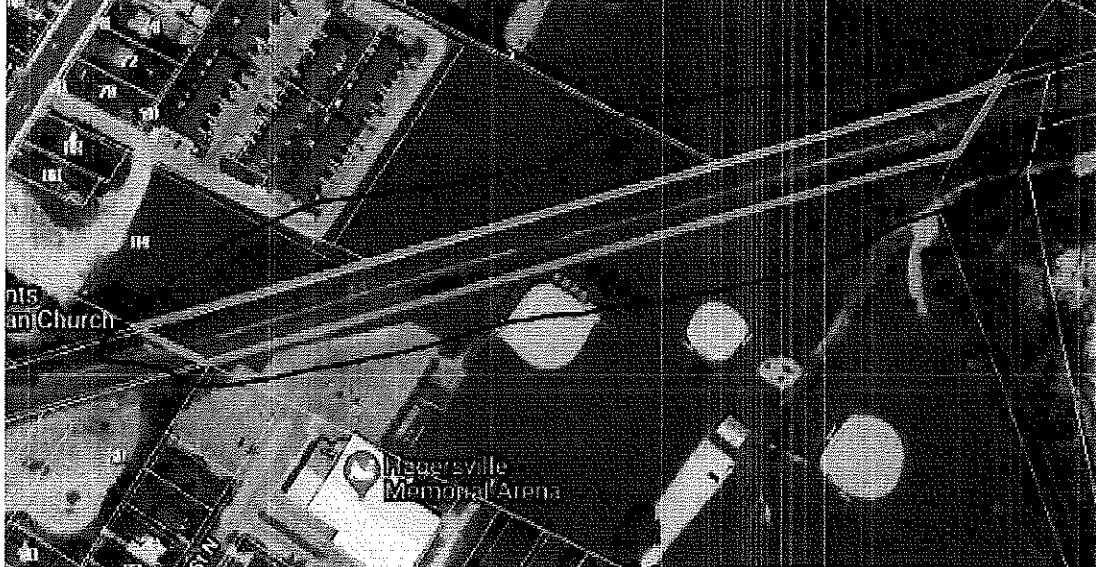
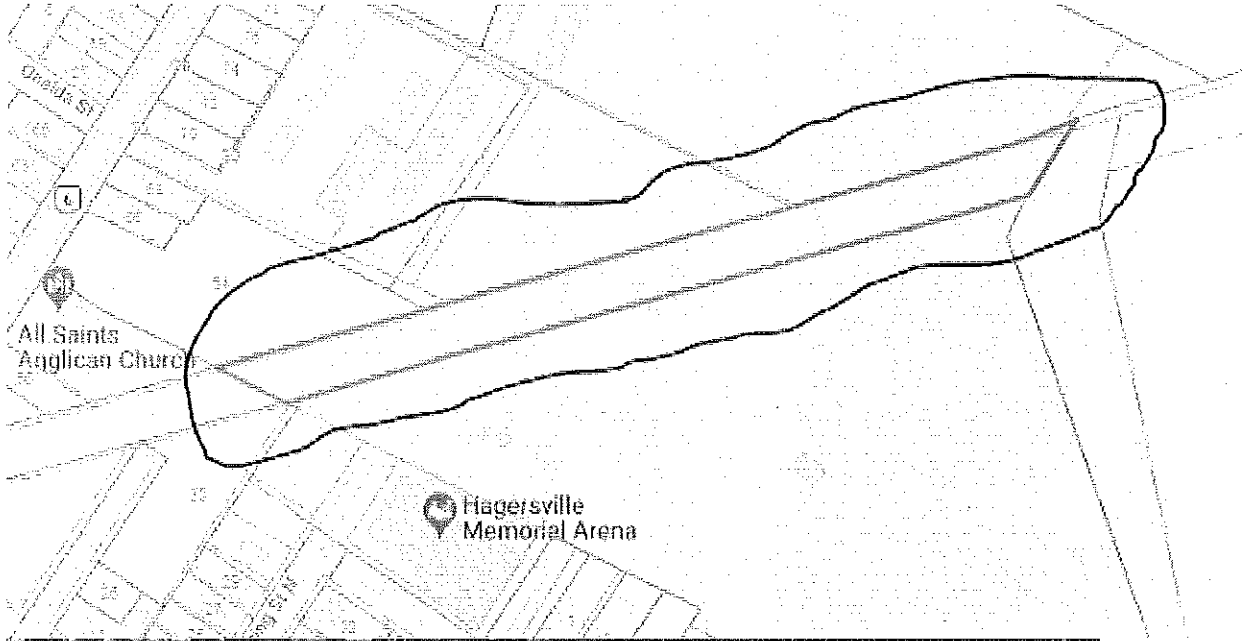
which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.

21. All covenants, representations and warranties contained in this Agreement on the part of both the County and the Purchaser shall not merge upon the closing of this transaction.
22. Schedule "A" – "The Lands" and Schedule "B" – "Additional Clauses" attached hereto form an integral part of this Agreement.

[Remainder of page intentionally left blank]



**SCHEDULE "A" – THE LANDS
APPROXIMATELY**



A handwritten signature or initials, possibly "C. J.", written in black ink.

23. This Agreement, when approved by County Council and executed by its authorized signing officer(s), shall constitute a binding agreement.

IN WITNESS WHEREOF the County has on the ____ day of _____, 20__ affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF HALDIMAND COUNTY

Per: _____

Name: Ken Hewitt

Title: Mayor

Per: _____

Name: Evelyn Eichenbaum

Title: Clerk

I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the Purchaser has on the 6th day of March, 2019 affixed its name under the hand of its duly authorized signing officer.

[Individual Purchaser]

IN WITNESS WHEREOF the Purchaser has on the ____ day of _____, 20__ signed this Agreement.

[PURCHASER]

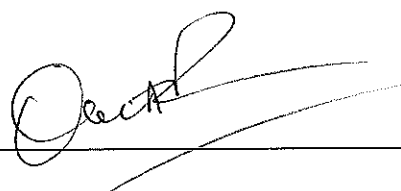
(Witness Signature)

Name:

[Corporate Purchaser]

IN WITNESS WHEREOF the Purchaser has on the 6th day of March, 2019 affixed its corporate seal attested by the hands of the duly authorized officer(s).

[PURCHASER]

Per:  _____

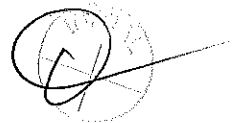
Name: *OMAR ABOYA*
Title: *President*

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.





SCHEDULE "B" – ADDITIONAL CLAUSES

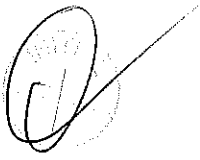
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The Purchaser hereby agrees and acknowledges that the Vendor is selling and the Purchaser is purchasing the property and all of the buildings and structures situated on the property on an "as is, where is" basis as they shall exist on the completion date, including, without limiting the generality of the foregoing, any latent or patent defects and the environmental condition of the property or any of the buildings or structures situated on the property. The Purchaser hereby acknowledges that it has entered into this agreement on the basis that it shall have conducted all such inspections of the condition of the property and the buildings and structures situated on the property, including the environmental condition of the property, as it deems appropriate and/or necessary and shall have fully satisfied itself with regard to all of these matters prior to entering into this agreement.

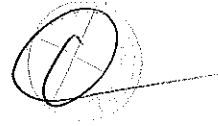
The Purchaser further agrees and acknowledges that no representation, warranty or condition is expressed or can be implied on the part of the Vendor as to fitness for purpose of the property, suitability of the property, the existence or non-existence of hazardous or other materials or substances on, in or under the property or any buildings or structures on the property, the environmental condition of the property, compliance with any or all applicable environmental laws, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the property and all of the buildings and structures situated on the property, except as otherwise expressly provided for in this agreement. The Purchaser further confirms and acknowledges that, in the event that it completes this transaction, compliance with any order issued by any authority having jurisdiction respecting the property and/or any environmental remediation of the property required by any such order or otherwise shall be the sole responsibility of the Purchaser, and same shall be completed by the Purchaser at the Purchaser's sole cost and expense. The Purchaser also hereby agrees to assume all of the Vendor's liabilities in relation to the property and, without limiting the generality of the foregoing, any and all environmental liabilities respecting the property. This provision shall survive and not merge on the completion of the transaction to which this agreement relates.

The Purchaser also hereby releases the Vendor and agrees to indemnify and save the Vendor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses and damages (including legal fees on a solicitor and client basis) arising



SCHEDULE "B" - ADDITIONAL CLAUSES
2 OF 3

from or in any way related to, either directly or indirectly, the environmental condition of the property, contaminants or substances on the property, any order issued by any authority having jurisdiction respecting the property, any environmental remediation required in relation to the property or any other condition of the property, regardless of whether such property condition is discovered by the Purchaser before or after the completion of the transaction to which this agreement relates, regardless of whether such property condition existed before the completion of the transaction to which this agreement relates, and regardless of whether such property condition was caused by or contributed to by the Vendor. This release and indemnity shall survive and not merge on the completion of the transaction to which this agreement relates. The Purchaser agrees to provide the Vendor with a representation and warranty, release and indemnity in writing and signed by the Purchaser respecting the above, in a form satisfactory to the Vendor's solicitor, acting reasonably, on the completion of this transaction.



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

BUYER: 2589200 ONTARIO INC., and

SELLER: THE CORPORATION OF HALDIMAND COUNTY

for the property known as PIN#381830511, HAGERSVILLE

..... dated the 6 day of March, 20 19

The Buyer acknowledges that they have made their own investigation of the lands, permitted uses, etc. Haldimand County does not make any representation or warranty whatsoever of the fitness or condition of the property nor with respect to any fixtures, chattels, on the property. Property will be sold by Haldimand County on an "as is/where is" basis without regard for environmental issues, state of repair, location of structures or fences, and the Buyer agree to sign a waiver confirming this.

The Buyer acknowledges that the property will remain subject to any judicial, municipal or any other governmental bylaws, agreements, restrictions or orders affecting or regarding its condition or use, including deficiency or any other work orders.

The Buyer acknowledges it has relied solely on their own inspection of the property and that of their advisors, if applicable. This includes, but is not limited to, the fair market value of the lands, survey of the lands, site inspections and requirements related to use of the property. The Buyer has not relied on any description of the property provided by Haldimand County.

The Buyer agrees that, upon an Offer becoming firm, and prior to the required by-law(s) being passed by Council authorizing the sale, that the County will be required to notify the public of the sale(s) including, but not limited to, the name of the buyer and the sale price.

The Buyer here states that the intended use of the property will be for future development and that the Buyer is favourable to allowing adjoining properties path or crossing access as approved by the Buyer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

ACKNOWLEDGEMENT

FROM: 2589200 ONTARIO INC. (the "Purchaser")
TO: The Corporation of Haldimand County (the "Vendor")
RE: PIN#381830511_____

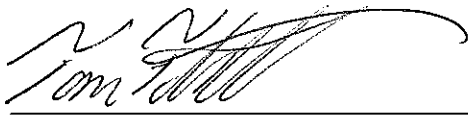
The Purchaser hereby agrees and acknowledges that the Vendor is selling and the Purchaser is purchasing the property and all of the buildings and structures situated on the property on an "as is, where is" basis as they shall exist on the completion date, including, without limiting the generality of the foregoing, any latent or patent defects and the environmental condition of the property or any of the buildings or structures situated on the property. The Purchaser hereby acknowledges that it has entered into this agreement on the basis that it shall have conducted all such inspections of the condition of the property and the buildings and structures situated on the property, including the environmental condition of the property, as it deems appropriate and/or necessary and shall have fully satisfied itself with regard to all of these matters prior to entering into this agreement.

The Purchaser further agrees and acknowledges that no representation, warranty or condition is expressed or can be implied on the part of the Vendor as to fitness for purpose of the property, suitability of the property, the existence or non-existence of hazardous or other materials or substances on, in or under the property or any buildings or structures on the property, the environmental condition of the property, compliance with any or all applicable environmental laws, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the property and all of the buildings and structures situated on the property, except as otherwise expressly provided for in this agreement. The Purchaser further confirms and acknowledges that, in the event that it completes this transaction, compliance with any order issued by any authority having jurisdiction respecting the property and/or any environmental remediation of the property required by any such order or otherwise shall be the sole responsibility of the Purchaser, and same shall be completed by the Purchaser at the Purchaser's sole cost and expense. The Purchaser also hereby agrees to assume all of the Vendor's liabilities in relation to the property and, without limiting the generality of the foregoing, any and all environmental liabilities respecting the property. This provision shall survive and not merge on the completion of the transaction to which this agreement relates.

A handwritten signature or stamp, possibly a circular seal with a signature over it, located in the bottom right corner of the page.

The Purchaser also hereby releases the Vendor and agrees to indemnify and save the Vendor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses and damages (including legal fees on a solicitor and client basis) arising from or in any way related to, either directly or indirectly, the environmental condition of the property, contaminants or substances on the property, any order issued by any authority having jurisdiction respecting the property, any environmental remediation required in relation to the property or any other condition of the property, regardless of whether such property condition is discovered by the Purchaser before or after the completion of the transaction to which this agreement relates, regardless of whether such property condition existed before the completion of the transaction to which this agreement relates, and regardless of whether such property condition was caused by or contributed to by the Vendor. This release and indemnity shall survive and not merge on the completion of the transaction to which this agreement relates. The Purchaser agrees to provide the Vendor with a representation and warranty, release and indemnity in writing and signed by the Purchaser respecting the above, in a form satisfactory to the Vendor's solicitor, acting reasonably, on the completion of this transaction.

Executed at HAGERSVILLE , Ontario this 6TH day of March, 2019.

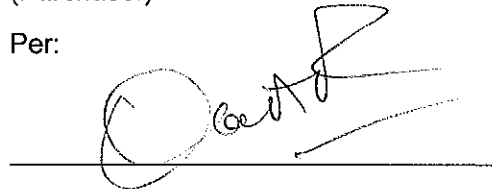


A handwritten signature in black ink, appearing to read "Tom", written over a horizontal line.

Witness:

(Purchaser)

Per:



A handwritten signature in black ink, appearing to read "Omar Aboya", written over a horizontal line.

Name:OMAR ABOYA

Position:PRESIDENT

I have authority to bind the corporation.