

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of September \_\_\_, 2023.

### BETWEEN:

**TRUSTEES OF HOLY TRINITY UNITED CHURCH OF  
ELLIOT LAKE [NTD: GR will amend the name on title prior  
to closing]**

(the “Vendor”)

- and -

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

(the “Purchaser”)

### RECITAL:

- A. The Vendor and Purchaser have agreed to enter this Agreement to set forth the terms whereby the Purchaser has agreed to purchase, and the Vendor has agreed to sell, the Property.

**NOW THEREFORE** in consideration of the mutual covenants and agreements set forth in this Agreement and the sum of \$10.00 now paid by each party to the other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

- (1) The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:
- (a) “**Adjustment Date**” means the day preceding the Closing Date.
  - (b) “**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.2.
  - (c) “**Agreement**” means this agreement of purchase and sale and the schedule attached hereto, as amended from time to time; “**Article**”, “**Section**” and “**Subsection**” mean and refer to the specified article, section and subsection of this Agreement.
  - (d) “**Building**” means the The Holy Trinity United Church and all other structures, fixtures, erections and fixed improvements, underground servicing, parking areas and other improvements located on, in or under the Lands.

- (e) “**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in Ontario, Canada and/or a day that the local Land Registry Office is not open to the public for business.
- (f) “**Chattels**” means any equipment, inventory, supplies, furniture, personal property, light fixtures, plumbing fixtures, appliances, kitchen fixtures, bathroom fixtures and other items owned by the Vendor or occupants and located at the Property and not forming part of the real estate comprising the Property.
- (g) “**Claims**” means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal costs and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever.
- (h) “**Closing**” means the closing and consummation of the agreement of purchase and sale for the Property, including without limitation the payment of the Purchase Price and the delivery of the Closing Documents on the Closing Date.
- (i) “**Closing Date**” means Friday, October 6, 2023.
- (j) “**Closing Documents**” means the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser pursuant to Section 6.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendor pursuant to Section 6.2.
- (k) “**DRA**” has the meaning assigned in Section 6.4.
- (l) “**Encumbrances**” means all mortgages, pledges, charges, liens, prior liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, or against title to, the Property or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, servitudes, restrictions, executions or other charges or encumbrances (including notices or other registrations in respect of any of the foregoing) against title to the Property or any part thereof or interest therein.
- (m) “**Execution Date**” means the date on which this Agreement has been signed by both parties.
- (n) “**Governmental Authority**” and “**Governmental Authorities**” means any government, regulatory authority, government department, agency, utility, commission, board, tribunal or court having jurisdiction on behalf of any nation, province or state or other subdivision thereof or any municipality, district or other subdivision thereof.
- (o) “**HST**” means the goods and services tax and/or the harmonized sales tax payable pursuant to the *Excise Tax Act* (Canada), as amended from time to time.
- (p) “**HST Undertaking and Indemnity**” has the meaning assigned in Section 6.3.

- (q) **"Lands"** means the lands legally described and depicted in Schedule "A" attached hereto.
- (r) **"Notice"** has the meaning assigned in Section 8.15.
- (s) **"Property"** means, collectively, the Lands and the Building.
- (t) **"Purchase Price"** means \$100,000.00.
- (u) **"Purchaser's Solicitors"** means Aird & Berlis LLP.
- (v) **"Requisition Date"** means the date that is fifteen (15) Business Days before the Closing Date.
- (w) **"Survival Period"** has the meaning assigned in Section 7.5(1).
- (x) **"Transaction"** means the purchase and sale of the Property provided for in this Agreement.
- (y) **"Vendor's Solicitors"** means Gardiner Roberts LLP.

## **1.2 Schedule**

- (1) The following schedule attached hereto forms part of this Agreement:
  - (a) Schedule "A" - Lands - Legal Description

## **ARTICLE 2 AGREEMENT OF PURCHASE AND SALE**

### **2.1 Purchase and Sale of the Property**

- (1) Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, and the Purchaser will purchase, the Property in consideration of the payment of the Purchase Price. This Agreement shall be completed on the Closing Date at the offices of the Vendor's Solicitors in Toronto, Ontario, subject to real property registrations being electronically effected in the appropriate land registry office.

### **2.2 Binding Agreement**

- (1) The agreements of the Vendor and the Purchaser set forth in Section 2.1 create and constitute a binding agreement of purchase and sale for the Property in accordance with the provisions of this Agreement.

### **2.3 Authorizations**

- (1) The Vendor shall deliver to the Purchaser, within five (5) Business Days after receipt, authorizations prepared by the Purchaser's Solicitors addressed to Governmental Authorities necessary to permit the Purchaser to obtain information from the files of such Governmental Authorities provided such authorizations explicitly do not authorize or result

in any inspections with respect to the Property. The Purchaser covenants and agrees with the Vendor that it will not request, directly or indirectly, any such inspection.

### **ARTICLE 3 PURCHASE PRICE**

#### **3.1 Payment of Purchase Price**

- (1) The Purchase Price shall be paid by the Purchaser to the Vendor by wire transfer to the Vendor's Solicitors (or as the Vendor may otherwise direct) on Closing, subject to the Adjustments.

#### **3.2 Adjustments**

- (1) The adjustments shall include all realty taxes, local improvement rates and charges, water and assessment rates, utility charges and other adjustments established by usual practice in the Province of Ontario for the purchase and sale of similar properties (the "Adjustments").
- (2) Adjustments shall be made as of 11:59 p.m. (Toronto time) on the Adjustment Date. From and after such date and time, the Purchaser shall be responsible for all expenses in respect of the Property. The Vendor shall be responsible for all expenses and entitled to all income from the Property for that period ending on 11:59 p.m. on the Adjustment Date.
- (3) If any item subject to adjustment cannot be determined on Closing, an estimate shall be made by the Vendor and the Purchaser, acting reasonably, for purposes of Closing and a final adjustment shall be made when the particular item can be determined. The provisions of this Section 3.2 shall survive and not merge on Closing.

### **ARTICLE 4 ADDITIONAL COVENANTS AND OBLIGATIONS**

#### **4.1 Damage Before Closing**

- (1) The interest of the Vendor in and to the Property being purchased, acquired and assumed by the Purchaser pursuant to the terms and conditions of this Agreement shall be at the risk of the Vendor until Closing. Notwithstanding the foregoing, if any loss or damage occurs to any portion of the Property prior to Closing, the Purchaser shall be required to complete this Transaction, but shall be entitled to the proceeds of insurance in respect of the loss or damage and the Vendor shall pay any deductible in respect of such loss or damage.

#### **4.2 Capacity of Vendor**

- (1) The Purchaser acknowledges that the Church Trustees who comprise the Vendor are executing this Agreement and all other documents relating to it in their capacities as Trustees appointed under the Trusts of Model Deed annexed as Schedule A to The United Church of Canada Act, S.O. 1925, chapter 125 (as amended) and not in their personal capacities and that such Trustees shall have no personal liability pursuant to this Agreement. In the event of default by the Vendor, the Purchaser's only recourse shall be limited to the assets held by the Vendor as Trustees.

#### **4.3 Expropriation**

- (1) The Purchaser agrees and acknowledges that the Vendor is not making any warranties or representations as to current or future government expropriation matters, and the Vendor has no liability or responsibility for any potential government expropriation of the Property after Closing, and such risk shall be entirely assumed by the Purchaser.

### **ARTICLE 5 CONDITIONS**

#### **5.1 Conditions in Favour of Vendor**

- (1) The obligation of the Vendor to complete the Transaction shall be subject to the following conditions:
  - (a) on or before fifteen (15) days following the Execution Date, the Vendor shall have obtained the approval of this Agreement and the Transaction from the Canadian Shield Regional Council;
  - (b) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects; and
  - (c) on Closing, the representations and warranties of the Purchaser set out in Section 7.2 shall be true and accurate in all material respects.
- (2) The conditions set forth in Section 5.1 are for the benefit of the Vendor and may be waived in whole or in part by the Vendor by Notice to the Purchaser.

#### **5.2 Conditions in Favour of Purchaser**

- (1) The obligation of the Purchaser to complete the Transaction shall be subject to the following conditions
  - (a) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been complied with or performed in all material respects; and
  - (b) on Closing, the representations and warranties of the Vendor set out in Section 7.1 shall be true and accurate in all material respects.
- (2) The conditions set forth in Section 5.2 are for the benefit of the Purchaser, and may be waived in whole or in part by the Purchaser by Notice to the Vendor.

#### **5.3 Non-Satisfaction of Conditions**

- (1) If any of the conditions in Sections 5.1 or 5.2 are not satisfied or waived on or before the applicable date and time, this Agreement shall be deemed to be terminated and of no further force and effect, and each of the parties shall be released from all liabilities and obligations under this Agreement except to the extent such unsatisfied condition is a result of the

default of one of the parties, and except for those provisions which expressly survive termination of this Agreement.

- (2) If Closing occurs without either party giving Notice that any of the conditions in Sections 5.1 or 5.2 have not been satisfied, such conditions shall be deemed to have been waived, but such deemed waiver shall not release any party from liability with respect to any breach of its representations in Section 7.1 or 7.2, as the case may be, which is discovered after Closing.

#### **5.4 Efforts to Satisfy Conditions**

- (1) Without derogating from the parties' obligations under this Agreement, it is agreed that each of the Vendor and Purchaser, as applicable, shall act in good faith and use reasonable commercial efforts to satisfy, or cause to be satisfied, the conditions set forth in Sections 5.1 and 5.2.

#### **5.5 Title Requisitions**

- (1) The Vendor and Purchaser acknowledge and agree that if, prior to 5:00 p.m. on the Requisition Date, the Purchaser delivers to the Vendor in writing any valid and material objection or requisition as to the title of the Property and which the Vendor is unable after reasonable efforts to satisfy and which the Purchaser will not waive, then this Agreement shall be null and void and of no further force or effect (except as expressly provided herein). Save for any requisitions made by such date, any requisitions thereafter relating to registrations made on title after such date, and any requisitions made thereafter going to the root of title, the Purchaser shall be deemed to have accepted the state of the Vendor's title to the Property.

### **ARTICLE 6 CLOSING DOCUMENTS**

#### **6.1 Vendor's Closing Documents**

- (1) On or before Closing, subject to the provisions of this Agreement, the Vendor shall prepare and execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:
  - (a) Transfer/Deed relating to the Property in favour of the Purchaser, in registerable form, and containing the statements of the Vendor and Vendor's Solicitors under Section 50(22) of the *Planning Act*;
  - (b) a direction as to the payee or payees of the Purchase Price;
  - (c) a statement of adjustments to be delivered at least five (5) Business Days before Closing; and
  - (d) an undertaking by the Vendor to re-adjust the Adjustments.
- (2) All documentation shall be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith, provided that none of such documents



shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in this Agreement. As soon as is possible following Closing, the Vendor shall deliver to the Purchaser all keys to the Building in the possession or control of the Vendor.

## **6.2 Purchaser's Closing Documents**

- (1) On or before Closing, subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor's Solicitors the following:
  - (a) the Purchase Price;
  - (b) an undertaking by the Purchaser to re-adjust the Adjustments; and
  - (c) the HST Undertaking and Indemnity, if required.

## **6.3 Registration and Other Costs**

- (1) The Purchaser shall be responsible for the costs of the Vendor's Solicitors, including all applicable disbursements and taxes, and the Purchaser's Solicitors in respect of this Transaction. The Purchaser shall be responsible for and shall pay any land transfer tax payable on the transfer of the Property, all registration fees payable in respect of registration by it of any documents on Closing 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, including HST, as may be applicable.
- (2) If HST is exigible on this transaction then, except as is herein provided, it is the Vendor's obligation to collect the HST and other sales taxes, and the Purchaser's obligation to pay the HST and other sales taxes on Closing. The Purchase Price and all other amounts referenced herein are exclusive of HST and other applicable sales taxes. The Purchaser covenants and agrees that on Closing it shall either:
  - (a) deliver to the Vendor an undertaking from the ultimate beneficial purchaser of the Property to remit HST in accordance with applicable legislation, confirmation that it is a "registrant" under the *Excise Tax Act* (Canada) prior to Closing and an indemnity on the terms set out below (the "**HST Undertaking and Indemnity**"); or
  - (b) pay the HST, in addition to the Purchase Price, by certified cheque or wire transfer payable to, or as directed by, the Vendor.

## **6.4 Escrow Closing and Registration**

- (1) It is a condition of Closing that all matters of payment and the execution and delivery of Closing Documents by each party to the other shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required at the Closing has been paid, executed and delivered.

- (2) The Vendor and Purchaser covenant and agree to cause their respective solicitor to enter into a document registration agreement (the "**DRA**") in the form recommended by the Law Society of Ontario to govern the electronic submission of the transfer/deed for the Property to the applicable land registry office.

## **ARTICLE 7**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **7.1 Vendor's Representations**

- (1) The Vendor hereby represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement and as of the Closing Date:
  - (a) the Vendor has the necessary authority, power and capacity to own the Property, enter into this Agreement and the documents contemplated herein, and to carry out the Transaction on the terms and conditions herein contained;
  - (b) there are no (and there will not be on Closing any) leases, agreements to lease, licences, rights of occupation, tenancy arrangements or other rights to use, possess or occupy any part of the Property which have been granted, assumed or consented to by the Vendor and the Vendor shall deliver vacant possession of the Property on Closing;
  - (c) the Vendor does not employ any employees in connection with the operation and maintenance of the Property and there are otherwise no employee contracts or employee related obligations which could otherwise be assumed by the Purchaser in connection with the Property; and
  - (d) the agreement of purchase and sale constituted on the execution and delivery of this Agreement, the obligations hereunder, the Transaction, and the documents contemplated herein, have been authorized by all requisite proceedings and constitute legal, valid and binding obligations of it enforceable against it in accordance with their terms.

#### **7.2 Purchaser's Representations**

- (1) The Purchaser hereby represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:
  - (a) the Purchaser has the necessary authority, power and capacity to own the Property, enter into this Agreement and the documents contemplated herein, and carry out the Transaction, on the terms and conditions herein contained; and
  - (b) the agreement of purchase and sale constituted on the execution and delivery of this Agreement, the obligations hereunder, the Transaction, and the documents contemplated herein, have been authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of it enforceable against it in accordance with their terms.



### **7.3 Acknowledgement of the Purchaser**

- (1) The Purchaser acknowledges and agrees that the Property is being sold on an “as is, where is” basis, that the Vendor, has not made, does not make and shall not be required to provide any warranty or representation with respect to the condition of the Property or the structures thereon, the location of any structures or fences, or any aspect thereof (environmental, historical, archaeological or otherwise, and including, without limitation, the structural elements, foundation, roof and appurtenances, the electrical, mechanical, plumbing and other systems and facilities on the Property), and that the Vendor shall have no liability or obligation with respect to the value, state or condition of the Property, whatsoever. From and after Closing, the Purchaser agrees that the Property shall be entirely at the risk of the Purchaser and the Purchaser shall assume any and all responsibilities and liabilities arising out of or in any way connected with any state, quality or condition in, on or of the Property existing as of Closing, whether known or unknown, and whether such responsibilities and liabilities are imposed by law, equity or any federal, provincial or municipal laws, rules or regulations or by any governmental authority. The Purchaser covenants and agrees to release the Vendor from each and every claim, cost, expense and liability whatsoever that the Purchaser may howsoever suffer, sustain or incur in regard to any matters relating to the Property. The Purchaser acknowledges that all or part of the Property has been used for church purposes and that the Vendor makes no representation or warranty as to the fitness, potential uses, environmental condition or redevelopment potential of the Property. The Purchaser is responsible for carrying out its own due diligence, searches, investigations and inspections in order to satisfy itself as to all matters concerning the condition of the Property. It is understood and agreed that this provision shall not expire with or be terminated or extinguished by the Closing of this transaction, and shall be conclusively deemed to have been made as at Closing with the same force and effect as though such had been made at that time, and the provisions of this section shall survive Closing.

### **7.4 Acknowledgement and Covenant of the Vendor**

- (1) It is understood and agreed that the Vendor may continue to store the Chattels at the Property following the Closing of this transaction. The Vendor covenants and agrees to remove the Chattels from the Property at its sole cost and expense prior to the date that is sixty (60) days following the Closing Date. The Vendor acknowledges and agrees that the Purchaser shall have no liability or obligation whatsoever to preserve or safeguard the Chattels while located at the Property, nor shall the Purchaser be liable for any damage, loss or destruction sustained by the Vendor with respect to the Chattels. The Vendor hereby covenants to indemnify the Purchaser of and from all losses, costs, claims or demands in respect of any such damage, loss or destruction. It is understood and agreed that this provision shall not expire with or be terminated or extinguished by the Closing of this transaction, and shall be conclusively deemed to have been made as at Closing with the same force and effect as though such had been made at that time, and the provisions of this section shall survive Closing.

### **7.5 Survival of Representations**

- (1) The representations, warranties and certifications contained in this Agreement or in any Closing Documents shall not merge on Closing but shall survive for a period of one (1) year after the Closing Date (the “**Survival Period**”). The party which has received a

representation, warranty or certification, whether in this Agreement or in any Closing Document, shall give written notice to the other party of each breach of the representation, warranty or certification, together with details thereof, promptly after becoming aware of the breach and no later than 5:00 p.m. on the expiry date of the Survival Period. Notwithstanding any other provision of this Agreement or of any Closing Document, no claim may be asserted or pursued against any party hereto, or any action, suit or other proceedings commenced or pursued (a “**Claim**”), for or in respect of any breach of any representation, warranty or certification made by such party in this Agreement or in any Closing Document unless written notice of such Claim is received by such party describing in detail the facts and circumstances with respect to the subject matter of such Claim on or prior to the last day of the Survival Period, irrespective of whether the subject matter of such Claim shall have occurred before or after such date; and upon the expiry of the Survival Period all such representations, warranties and certifications shall cease to have any effect except to the extent a written notice of Claim has been previously given in respect thereof in accordance with this Section 7.5(1).

## **ARTICLE 8 GENERAL**

### **8.1 Gender and Number**

- (1) Words importing the singular include the plural and vice versa. Words importing gender include all genders.

### **8.2 Headings**

- (1) The headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

### **8.3 Obligations as Covenants**

- (1) Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

### **8.4 Applicable Law**

- (1) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

### **8.5 Currency**

- (1) All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

### **8.6 Invalidity**

- (1) If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement

or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### **8.7 Amendment of Agreement**

- (1) No supplement, modification, waiver or termination (other than a termination pursuant to Article 5) of this Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

#### **8.8 Time of the Essence**

- (1) Time shall be of the essence of this Agreement.

#### **8.9 Further Assurances**

- (1) Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

#### **8.10 Entire Agreement**

- (1) This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the agreement of purchase and sale provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no other warranties or representations and no other agreements between the parties hereto in connection with the agreement of purchase and sale provided for herein except as specifically set forth in this Agreement or the Schedule attached hereto.

#### **8.11 Waiver**

- (1) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

#### **8.12 Solicitors as Agents and Tender**

- (1) Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor and any tender of Closing Documents and the Balance may be made upon the Vendor's Solicitors and the Purchaser's Solicitors, as the case may be.

### 8.13 Successors and Assigns

- (1) All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

### 8.14 Assignment

- (1) The Purchaser shall have no right to assign its interest in this Agreement, in whole or in part, except with the prior written consent of the Vendor, not to be unreasonably withheld.

### 8.15 Notice

- (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 or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

- (a) Vendor:

The United Church of Canada



Attention:



E-mail:

- (b) With a copy to the Vendor's Solicitors:

Bay Adelaide Centre – East Tower  
22 Adelaide Street West, Suite 3600  
Toronto, Ontario M5H 4E3

Attention: Katy Knowlton-Hughes  
Email: kknowlton-hughes@grllp.com

(c) Purchaser:

The Corporation of the City of Elliot Lake  
45 Hillside Drive North  
Elliot Lake, Ontario  
P5A 1X5

Attention: Bill Goulding  
E-mail: bgoulding@elliotlake.ca

(d) With a copy to the Purchaser's Solicitors:

Aird & Berlis LLP  
Brookfield Place  
181 Bay Street  
Suite 1800  
Toronto, Ontario  
M5J 2T9

Attention: Alexandra Raponi  
Email: araponi@airdberlis.com

- (2) 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 email with confirmation of transmission prior to 5:00 p.m. on a Business Day, shall be deemed to have been validly and effectively given and received on the Business Day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been given and received on the next following Business Day.

**8.16 Subdivision Control**

- (1) This Agreement and the Transaction reflected herein are subject to compliance with Section 50 of the *Planning Act* (Ontario).

**8.17 No Registration of Agreement**

- (1) The Purchaser covenants and agrees not to register this Agreement or any notice of this Agreement on title to the Property.

**8.18 Commissions**

- (1) The Vendor shall be responsible for commissions payable to any real estate agents or brokers engaged by the Vendor. The Purchaser confirms that it has not engaged any real estate agent or broker.

#### **8.19 Counterparts and Electronic Transmission**

- (1) The parties agree that this Agreement may be executed in counterparts and transmitted by fax or email and that the reproduction of signatures in counterpart by way of fax or email will be treated as though such reproduction were executed originals.

*[Remainder of page intentionally left blank.]*



IN WITNESS WHEREOF the Vendor and Purchaser have executed this Agreement.

Witness:

Sandra C Prest  
SANDRA C PREST  
NAME

TRUSTEES OF HOLY TRINITY UNITED  
CHURCH OF ELLIOT LAKE

Russell  
, Trustee  
[Signature]  
, Trustee

THE CORPORATION OF THE CITY OF  
ELLIOT LAKE

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

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

I/We have authority to bind the Corporation.

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

**40 Hillside Drive North, Elliot Lake, Ontario**

**PIN 31628-0277 (LT)**

PCL 4117 SEC AES; BLK Q PL M146 GUNTERMAN; ELLIOT LAKE

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