

AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)

PURCHASER, STACKED FRANCHISING LTD. agrees to purchase from
VENDOR, THE CORPORATION OF THE CITY OF ELLIOT LAKE the following land:

255 Highway 108, Elliot Lake, ON legally described as
PCL 10021 SEC AES SRO; FIRSTLY: PT MINING CLAIM S66593 GUNTERMAN PT 1-3
1R9089; SECONDLY: PT MINING CLAIM S66593 GUNTERMAN PT 4 & 5 1R9089;
THIRDLY: BLK R PL M151 GUNTERMAN PT 6-9 1R9089; FOURTHLY: BLK Q PL M151
GUNTERMAN PT 10 & 11 1R9089; S/T PT 2-4 1R4300 AS IN LT113514; S/T LT105414E,
LT203340, LT39836E, LT41934E; ELLIOT LAKE being PIN 31628-0500 which is estimated to
be 3.517 Acres

(the "Property").

PURCHASE PRICE: THREE HUNDRED THOUSAND DOLLARS (CDN\$300,000)

DEPOSIT: Purchaser submits FIVE THOUSAND (CDN\$ 15,000) negotiable cheque payable
upon acceptance to the Vendor's Solicitor to be held in trust pending completion or other
termination of this Agreement and to be credited toward the Purchase Price on completion.

The Purchaser agrees to pay the Purchase Price, subject to adjustments, in cash or by certified
cheque, to the Vendors on the Completion Date of this transaction.

CONDITIONS: SEE SCHEDULE "A"

SCHEDULE(S) attached hereto form(s) part of this Agreement.

1. CHATTELS INCLUDED – None
2. FIXTURES EXCLUDED – None
3. RENTAL ITEMS: None
4. IRREVOCABILITY: This Offer shall be irrevocable by the Vendors until 5:00 p.m. on the
23rd day of July 2024, after which time, if not accepted, this Offer shall be null, and void and
the deposit shall be returned to the Purchaser in full without interest.
5. COMPLETION DATE: This Agreement shall be completed on the 14th day of March, 2025 or
such other date as agreed to by the Vendors and the Purchaser. On the Completion Date, vacant
possession of the Property shall be given to the Purchaser unless otherwise provided for in this
Agreement.
6. NOTICES: Vendor hereby appoints her Solicitor as Agent for giving and receiving notices
pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in
writing. This offer, any counteroffer, notice of acceptance thereof, or any notice shall be

deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number or email address.

7. HST: If this transaction is subject to Harmonized Sales Tax (HST.), then such tax shall be in addition in the Purchase Price. If this transaction is not subject to HST., Vendor agrees to provide on or before closing a certificate to that effect.
8. TITLE SEARCH: Purchaser shall be allowed until 5:00 p.m., on the 14th day of February 2025 (Requisition Date) to examine the title to the Property at her own expense and until the earlier of:
 - a. Thirty (30) days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or;
 - b. Five (5) days prior to the Completion Date, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use "Vacant Land" may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the Property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
9. FUTURE USE: Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
10. TITLE: Provided that the title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for:
 - a. Any registered restrictions or covenants that run with the land providing that such are complied with;
 - b. Any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility;
 - c. Any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and
 - d. Any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified time referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice,

or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor or his Solicitor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objecting going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

11. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call to produce any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on the Completion Date, is not available in registrable form on the Completion Date, Purchaser agrees to accept Vendor's Solicitor's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after the Completion Date, provided that on or before the Completion Date the Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on the Completion Date.
12. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the Property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.
13. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until the Completion Date at the risk of Vendor. Pending the Completion Date, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on the Completion Date. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on the Completion Date.
14. **PLANNING ACT:** This Agreement shall be effective to create an interest in the Property only if Vendor complies with the provisions of the Planning Act by the Completion Date and Vendor covenants to proceed diligently at the Purchaser's expense to obtain any necessary consent by the Completion Date.

15. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Affidavit of Residence and Consideration, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on the Completion Date shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
16. RESIDENCY: Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act because of this sale. Purchaser shall not claim such credit if Vendor delivers on the Completion Date the prescribed certificate or a statutory declaration that the Vendor is not then a non-resident of Canada.
17. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the Completion Date, the Completion Date itself to be apportioned to Purchaser.
18. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective Solicitors who may be specifically authorized in that regard.
19. TENDER: Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective Solicitors on the Completion Date. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
20. FAMILY LAW ACT: Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.
21. UFFI: ~~Vendor represents and warrants to Purchaser that during the time Vendor has owned the Property, Vendor has not caused any building on the Property to be insulated with insulation containing urea formaldehyde, and that to the best of Vendor's knowledge and belief no building on the Property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
22. CONSUMER REPORT: The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to about this transaction.
23. AGENCY: Unless otherwise specified in the Declaration of Representation, it is understood that all brokers (if any) involved in this transaction are working for the Vendor. Purchasers

DS
MM

DS
MM


are at liberty to see representation from a broker under separate contract or receive customer service from the Vendor's broker.

- 24. AGREEMENT IN WRITING: If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
- 25. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. There is no assignment without the consent of the Corporation of the City of Elliot Lake
- 26. ACKNOWLEDGEMENT: The parties hereto acknowledge having received a signed copy of the accepted Agreement of Purchase and Sale.
- 27. The Vendors and Purchasers agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification, can be transmitted by FAX, or similar electronic transmission, and that communication by such means will be legal and binding on all parties.

DATED 7/12/2024, 2024.

SIGNED, SEALED AND DELIVERED, in the presence of:

(Witness)

DocuSigned by:

 B38AD36D0BE74DB...

Stacked Franchising Ltd. (Purchaser)

Name: Manish Mehra

Title: Director

I have authority to bind the Corporation.

WE, the Vendors, agrees to the above Offer.

DATED _____, 2024.

SIGNED, SEALED AND DELIVERED, in the presence of:

(Witness)

The Corporation of the City of Elliot Lake
(Vendor)

Name:

Title:

I have authority to bind the Corporation.

Solicitor for Purchaser:

Solicitor for Vendor:

Steven G. Shoemaker
Wishart Law Firm LLP
Barristers and Solicitors
390 Bay Street, 5th Floor.
Sault Ste. Marie, ON P6A 1X2
Phone: 705-949-6700
Fax: 705-949-2465

SCHEDULE "A"- CONDITIONS TO AGREEMENT OF PURCHASE AND SALE

1. The Purchaser agrees to pay all legal fees, disbursements and taxes of the Vendor in this transaction to be capped at \$7,500 and to be paid upon closing of this transaction.
2. This Agreement shall be conditional upon the Purchaser completing their due diligence on the property including but not limited to completing a Geo-technical, Environmental Site Assessments, satisfying themselves of the Site Plan Approval requirements, and satisfying themselves of the economic feasibility of their development all of which shall be satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5pm on the 24th day of January 2025, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction. The Vendor agrees to co-operate in providing access to the property for the purpose of the Buyer's inspections. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.
3. The Purchaser and/or its agents and representatives shall have the right to enter the property by to conduct such tests, investigations and inspections of the Property as the Purchaser may determine necessary or prudent at its sole cost and expense, provided that the Purchaser provides 24 hours notice to the Seller prior to carrying out any such tests, investigations or inspections and restores the property to the condition existing prior to the Purchaser's tests, investigations and for inspections. The Purchaser shall indemnify the Vendor for any losses, claims or damages that the Vendor may suffer as a result of such tests, investigations and inspections, and such costs, at the option of the Vendor, may be set off against the deposit. This provision shall survive the termination of this Agreement.
4. After the closing of this Transaction, the Purchaser and Vendor shall enter into a Site Plan Control Agreement for the Subject Property.
5. The Purchaser agrees that Condition 7's phase 1 development shall be constructed in a manner to allow for the sale and future development of the lot should the Purchaser not meet the covenant provided under Condition 7. The Purchaser will provide a concept plan for the Vendor's review within 90 days of the acceptance date outlining where the Phase 1 Lands will be constructed which shall be subject to the Vendor's Review and approval. The Concept Plan will be approved by the Vendor within Fifteen (15) Days of receiving it. The Purchaser shall submit their final Building Plans to the Vendor for approval prior to construction commencing. The Buyer and Vendor acknowledge the plan will require a mutual access point and any plan will need to accommodate access for both the Buyer's Phase 1 development and the potential unused lands.

6. The Vendor will rezone the Property to Tourist Highway Commercial at the Vendors sole cost and expense.
7. The Purchaser will complete their Phase 1 development which shall be a minimum 5,000 square feet of Gross Leasable Area (based on BOMA Standards for Retail) within 24 months of the Completion Date pending “Force Majeure” (the “Development”). A structure is considered complete once enclosed and includes facia, roof, doors and windows. Should the development not occur within 24 months of the Completion Date, the Vendor has the right to repurchase the Property at 80% of the Purchase Price, less any of the vendor’s legal fees, land transfer tax, disbursements, applicable taxes and other fees involved in completing the reversion which right shall be registered on Closing of the Transaction and run with the land and bind any subsequent purchase of the Property. The Purchaser shall execute an Acknowledgement and Direction found in **Schedule “B”** to re-transfer the Property to the Vendor, which Acknowledgment and Direction shall be held in escrow by the Vendor’s lawyer Wishart Law Firm LLP pending the 24-month period post-closing and only be used should development not be completed within 24 months of the Completion Date.
8. The Purchaser will complete as second phase of their development which will increase the size of the total development to a minimum of 10,000 square feet of Gross Leaseable Area within 48 months of the Completion Date pending “Force Majeure” (the “Development”). A structure is considered complete once enclosed and includes facia, roof, doors and windows. Should the development not occur within 48 months of the Completion Date, the Vendor has the right to repurchase the Property pro-rated for land not in use (‘The unused Lands’) from Condition 5 at 50% of the Purchase Price, less any of the vendor’s legal fees, land transfer tax, disbursements, applicable taxes and other fees involved in completing the reversion (as further outlined in Schedule ‘C’), which right shall be registered on Closing of the Transaction and run with the land and bind any subsequent purchase of the Property. The Purchaser shall execute an Acknowledgement and Direction found in **Schedule “C”** to re-transfer the Property to the Vendor, which Acknowledgment and Direction shall be held in escrow by the Vendor’s lawyer Wishart Law Firm LLP pending the 48-month period post-closing and only be used should development not be completed within 48 months of the Completion Date..
9. The Purchaser acknowledges and agree that the use of the land for the unit in condition 7 and required parking shall not exceed a percentage of the lot area calculated by using the Phase 1 Gross Lease Area as the numerator and 10,000 as the denominator.
10. The Purchaser understands and acknowledges that this Agreement may not be transferred or assigned without the consent of the City of Elliot Lake prior to the closing date. The City of Elliot Lake may arbitrarily withhold consent. Consent must be authorized by Resolution of the City of Elliot Lake Council. Notwithstanding, the above the Purchaser shall be able to Assign this Agreement without consent but with notice to the City of Elliott Lake to a company to be incorporated provided Manish Mehra remains a majority shareholder of the new company. Notwithstanding, all covenants tied to build timelines

shall be registered on title and will carry over to subsequent owners until such time the conditions have been satisfied and removed from title.

11. The Purchaser shall be responsible to connect to City of Elliot Lake Infrastructure at their sole risk and expense.

Schedule “B” Option to Repurchase Agreement

OPTION TO REPURCHASE AGREEMENT

BETWEEN:

STACKED FRANCHISING LTD.
(the “Owner”)

- and -

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(the “Vendor”)

WHEREAS:

- A. By agreement of purchase and sale dated [_____ date] (the “**Agreement of Purchase and Sale**”), the Owner purchased from the Vendor those industrial lands more particularly described in Schedule “1” to this Agreement (the “**Lands**”);
- B. In selling the Lands to the Owner, the Vendor relied on warranties made by the Owner that:
 - a. it would complete the Development (as defined in the Agreement of Purchase and Sale) on the Lands in accordance with all of the conditions and requirements and by the dates imposed on the Owner as set out in Schedule A
- C. For the purpose of securing the above referenced obligations of the Owner, the parties have agreed to enter into this Agreement.

NOW THEREFORE, the parties agree as follows:

1. GRANT OF OPTION TO REPURCHASE

- 1.1. The Owner hereby grants to the Vendor an option to repurchase the Lands (the “**Option**”) on the terms and conditions set out herein.

2. EXERCISE OF OPTION TO REPURCHASE

- 2.1. The Vendor may exercise the Option if:

(a) If 24 months after Closing the Owner has not completed 5,000 square feet of Gross Leasable Area (based on standard BOMA Measurements for Retail Space)

- 2.2. The Vendor may exercise the Option by written notice delivered to the Owner and any other person who may appear from the parcel register for the Lands to have an interest in the Lands.

3. TERMS OF REPURCHASE

- 3.1. The purchase price to be paid by the Vendor if it exercises the Option (the “**Option Price**”) shall be 80% of the Purchase Price.
- 3.2. The Owner shall be responsible for payment of any Land transfer tax, legal fees, disbursements and applicable taxes associated with the Option
- 3.3. The purchase transaction shall close on the business day five (5) days following the date the Vendor delivers notice exercising the Option (the “**Closing Date**”), or such later date in the sole discretion of the Vendor.
- 3.4. The Vendor shall have the right, subsequent to delivery of notice exercising the Option, to enter onto the Lands, by itself or by its agents or contractors, to conduct such inspections of the Lands as the Vendor may, at its cost, determine necessary or prudent and, if dissatisfied with the results of such inspections, the Vendor shall have the right to not proceed with the repurchase of the Lands, provided that the Vendor restores the Lands to the condition they were in prior to the Vendor’s inspection. The Vendor shall indemnify the Owner for any losses, claims or damages arising solely from the Vendor’s access to and inspections of the Lands by the Vendor and its employees, agents, consultants or other persons for whom it may be responsible.
- 3.5. The Owner shall indemnify and save harmless the Vendor from any and all claims of every nature and kind which may be made against the Vendor, whether for damages or otherwise, as a result of the Lands containing, as at the Closing Date, any contaminant or pollutant within the meaning of the *Environmental Protection Act*, RSO 1990, c E.19, or any other substances which may be considered hazardous or dangerous to the health of persons or to the environment under any other legislation of the Province of Ontario or Canada applicable therein, save and except for any claims resulting from the negligence or wilful act of the Vendor. Without limiting the obligation of the Owner aforesaid, such obligation to indemnify shall exist with respect to claims against the Vendor for damages to persons or property or for the costs of complying with any orders for clean-up of the Lands which may be issued under any legislation or by any Court of competent jurisdiction in respect of any contamination existing at the Closing Date. This obligation of the Owner to indemnify the Vendor shall not merge upon the closing of this transaction and shall survive the Closing Date.
- 3.6. The Vendor shall take title to the Lands, or portion thereof, at the time of closing free of all mortgages which are in priority to the Vendors Option to Repurchase as the result of the Vendor entering into a priority agreement with such mortgage holder, and any liens and encumbrances existing against the

Lands that were registered subsequent to the registration of this Option to Repurchase Agreement or by law are in priority to the Vendors Option to Repurchase, provided that the Vendor shall pay the Option Price:

- (a) firstly, on account of any unpaid property taxes, interest and penalties for the Lands;
 - (b) secondly, to all persons, other than the Owner, having an interest in the Lands according to their priority at law. In the event that the validity of any such interest is disputed by the Owner, the applicable funds shall be paid into court by the Vendor pending determination of the validity of such interest; and
 - (c) thirdly, to the Owner.
- 3.7. The Transfer/Deed for the Lands, or portion thereof, shall, except for the Land Transfer Tax Affidavit, be executed in the form attached hereto as Schedule 2, and shall be registerable by the City at the expense of the of the Owner, in the event that Stacked Franchising Ltd has not complied with the Conditions, Requirements and Critical Dates set out in Schedule C of the Agreement of Purchase and Sale.
- 3.8. Upon the Vendor tendering the Option Price on the Closing Date, and the Owner hereby irrevocably constitutes the Chief Administrative Officer of the Vendor its lawful attorney to execute all deeds and other documents necessary to complete the purchase and sale of the Lands, or portion thereof, and further, the Escrow Agent is empowered to release the escrowed documents and register the title to the lands into the name of the Vendor.
- 3.9. It is the express intention of the parties that the foregoing rights to repurchase in favour of the Vendor shall create an interest in the Lands and, despite any decision by the Vendor to not exercise its right at a particular time, shall run with the land and continue and be binding on all subsequent owners of the Lands until the rights expire at the end of the term of this Agreement. Upon expiry of the option to repurchase, the Owner shall be entitled to arrange for the deletion of the option to re-purchase from title to the Lands.
- 4. TERM**
- 4.1. The term of this Agreement shall be one (2) years and one month from the date of registration of the Transfer/Deed for the Lands from the Vendor to the Owner, or such extended term as agreed to by the parties.

4.2. Following the expiration of the term of this Agreement and upon request of the Owner, the Vendor shall register an application to delete the notice of this Agreement from title, at no cost to the Owner.

5. NOTICE

5.1. Any demand, notice or communication to be made or given under or pursuant to this Agreement shall be in writing and may be made or given by personal delivery, prepaid courier, prepaid registered mail, fax transmission or electronic transmission, addressed to the respective parties as follows:

(a) **in the case of the Owner, to:**

Stacked Franchising Ltd.

With a copy to the Owner's solicitor:

(b) **in the case of the Vendor, to:**

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

With a copy to:

Vendor Solicitor:
Wishart Law Firm LLP
Attn: Steven G. Shoemaker
390 Bay St., Suite 500
Sault Ste. Marie ON P6A 1X2
Telephone: 705-949-6700
Facsimile: 705-949-2465
Email: sshoemaker@wishartlaw.com

Any demand, notice or communication made or given by personal delivery or courier is conclusively deemed to have been given on the day of actual delivery thereof or, if made or given by registered mail, is deemed to have been given on the fifth Business Day following the day of mailing or, if transmitted by fax or electronic transmission before 4:00 p.m. on a Business Day, is deemed to have been given on that Business Day or, if transmitted by fax after 4:00 p.m. on a Business Day, is deemed to have been given on the next Business Day.

5.2. Such addresses may be changed from time to time by either party giving notice as provided in section 6.1 above.

6. FURTHER ASSURANCES

- 6.1. Each of the parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transaction contemplated by this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purpose of this Agreement.

7. SCHEDULES

- 7.1. The following attached schedule(s) are incorporated by reference and form an integral part of this Agreement:

Schedule "1" – The Lands.
Schedule "2" – The Acknowledgement and Direction

8. GENERAL

- 8.1. The recitals herein are true and accurate.
- 8.2. The failure of the Vendor to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the Vendor of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise of any right under this Agreement shall not preclude or prejudice the Vendor from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 8.3. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties.
- 8.4. Unless otherwise specified, the singular includes the plural and vice versa and words importing gender include all genders.
- 8.5. Each capitalized term has the meaning given to it in this Agreement.
- 8.6. All dollar amounts referred to in this Agreement are in the lawful money of Canada.
- 8.7. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

- 8.8. References to any statute or any provision thereof include such statute or provision as amended, revised, re-enacted and/or consolidated from time to time and any successor statute.
- 8.9. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, falls on a day which is not a Business Day, then such time period shall be automatically extended to the next Business Day.
- 8.10. The headings are for convenience of reference only and do not affect the interpretation of this Agreement
- 9.11 This Agreement, when executed by the parties, shall constitute a binding agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF the Owner has at _____ on the _____ day of _____, 2024 affixed its corporate seal attested by the hands of the duly authorized officer(s).

Stacked Franchising Ltd.

Name:

Title:

I have authority to bind the Corporation.

IN WITNESS WHEREOF The Corporation of the City of Elliot Lake on the _____ day of _____, 20____ affixed its corporate seal attested by the hands of the duly authorized officer(s).

The Corporation of the City of Elliot Lake

Name:

Title:

I have authority to bind the Corporation.

Schedule "C" Option to Repurchase Agreement

OPTION TO REPURCHASE AGREEMENT

BETWEEN:

STACKED FRANCHISING LTD.
(the "Owner")

- and -

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(the "Vendor")

WHEREAS:

- D. By agreement of purchase and sale dated [_____ date] (the "**Agreement of Purchase and Sale**"), the Owner purchased from the Vendor those industrial lands more particularly described in Schedule "1" to this Agreement (the "**Lands**");
- E. In selling the Lands to the Owner, the Vendor relied on warranties made by the Owner that:
- b. it would complete the Development (as defined in the Agreement of Purchase and Sale) on the Lands in accordance with all of the conditions and requirements and by the dates imposed on the Owner as set out in Schedule A
- F. For the purpose of securing the above referenced obligations of the Owner, the parties have agreed to enter into this Agreement.

NOW THEREFORE, the parties agree as follows:

9. GRANT OF OPTION TO REPURCHASE

- 9.1. The Owner hereby grants to the Vendor an option to repurchase the Lands (the "**Option**") on the terms and conditions set out herein.

10. EXERCISE OF OPTION TO REPURCHASE

- 10.1. The Vendor may exercise the Option if:

- (a) If (four) 4 years after Closing the Owner has not completed the second phase bringing the total development to total Gross Leasable Area of 10,000 square feet (based on BOMA standard for Retail Space)

10.2. The Vendor may exercise the Option by written notice delivered to the Owner and any other person who may appear from the parcel register for the Lands to have an interest in the Lands.

11. TERMS OF REPURCHASE

11.1.

(a) The purchase price to be paid by the Vendor if it exercises the Option (the “**Option Price**”) shall be 50% of the purchase price for any unused lands.

(b) The total unused lands shall be calculated based upon the following equation: $\text{Unused Area} = (10,000 \text{ minus the total of the Phase 1 Gross Leasable Area}) \text{ divided by } 10,000 \text{ multiplied by the total lot area multiplied by the Total Acreage (rounded to two decimal places)}$. As an example, if the Buyer develops 5,000 Square Feet of Gross Leasable Area in the first phase the unused area equals $= (10,000 - 5,000) / 10,000 = .50 \times 3.517 \text{ Acres} = 1.76 \text{ Acres}$ of unused area.

11.2. The Owner shall be responsible for payment of any land transfer tax, legal fees, disbursements and applicable taxes associated with the Option.

11.3. The purchase transaction shall close on the business day five (5) days following the date the Vendor delivers notice exercising the Option (the “**Closing Date**”), or such later date in the sole discretion of the Vendor.

11.4. The Vendor shall have the right, subsequent to delivery of notice exercising the Option, to enter onto the Lands, by itself or by its agents or contractors, to conduct such inspections of the Lands as the Vendor may, at its cost, determine necessary or prudent and, if dissatisfied with the results of such inspections, the Vendor shall have the right to not proceed with the repurchase of the Lands, provided that the Vendor restores the Lands to the condition they were in prior to the Vendor’s inspection. The Vendor shall indemnify the Owner for any losses, claims or damages arising solely from the Vendor’s access to and inspections of the Lands by the Vendor and its employees, agents, consultants or other persons for whom it may be responsible.

11.5. The Owner shall indemnify and save harmless the Vendor from any and all claims of every nature and kind which may be made against the Vendor, whether for damages or otherwise, as a result of the Lands containing, as at the Closing Date, any contaminant or pollutant within the meaning of the *Environmental Protection Act*, RSO 1990, c E.19, or any other substances which may be considered hazardous or dangerous to the health of persons or to the environment under any other legislation of

the Province of Ontario or Canada applicable therein, save and except for any claims resulting from the negligence or wilful act of the Vendor. Without limiting the obligation of the Owner aforesaid, such obligation to indemnify shall exist with respect to claims against the Vendor for damages to persons or property or for the costs of complying with any orders for clean-up of the Lands which may be issued under any legislation or by any Court of competent jurisdiction in respect of any contamination existing at the Closing Date. This obligation of the Owner to indemnify the Vendor shall not merge upon the closing of this transaction and shall survive the Closing Date.

- 11.6. The Vendor shall take title to the Lands, or portion thereof, at the time of closing free of all mortgages which are in priority to the Vendors Option to Repurchase as the result of the Vendor entering into a priority agreement with such mortgage holder, and any liens and encumbrances existing against the Lands that were registered subsequent to the registration of this Option to Repurchase Agreement or by law are in priority to the Vendors Option to Repurchase, provided that the Vendor shall pay the Option Price:
- (a) firstly, on account of any unpaid property taxes, interest and penalties for the Lands;
 - (b) secondly, to all persons, other than the Owner, having an interest in the Lands according to their priority at law. In the event that the validity of any such interest is disputed by the Owner, the applicable funds shall be paid into court by the Vendor pending determination of the validity of such interest; and
 - (c) thirdly, to the Owner.
- 11.7. The Transfer/Deed for the Lands, or portion thereof, shall, except for the Land Transfer Tax Affidavit, be executed in the form attached hereto as Schedule 2, and shall be registerable by the City at the expense of the of the Owner, in the event that Stacked Franchising Ltd. has not complied with the Conditions, Requirements and Critical Dates set out in Schedule C of the Agreement of Purchase and Sale.
- 11.8. Upon the Vendor tendering the Option Price on the Closing Date, and the Owner hereby irrevocably constitutes the Chief Administrative Officer of the Vendor its lawful attorney to execute all deeds and other documents necessary to complete the purchase and sale of the Lands, or portion thereof, and further, the Escrow Agent is empowered to release the escrowed documents and register the title to the lands into the name of the Vendor.

11.9. It is the express intention of the parties that the foregoing rights to repurchase in favour of the Vendor shall create an interest in the Lands and, despite any decision by the Vendor to not exercise its right at a particular time, shall run with the land and continue and be binding on all subsequent owners of the Lands until the rights expire at the end of the term of this Agreement. Upon expiry of the option to re-purchase, the Owner shall be entitled to arrange for the deletion of the option to re-purchase from title to the Lands.

12. TERM

12.1. The term of this Agreement shall be four (4) years and one month from the date of registration of the Transfer/Deed for the Lands from the Vendor to the Owner, or such extended term as agreed to by the parties.

12.2. Following the expiration of the term of this Agreement and upon request of the Owner, the Vendor shall register an application to delete the notice of this Agreement from title, at no cost to the Owner.

13. NOTICE

13.1. Any demand, notice or communication to be made or given under or pursuant to this Agreement shall be in writing and may be made or given by personal delivery, prepaid courier, prepaid registered mail, fax transmission or electronic transmission, addressed to the respective parties as follows:

(a) **in the case of the Owner, to:**

Stacked Franchising Ltd

With a copy to the Owner's solicitor:

(b) **in the case of the Vendor, to:**

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

With a copy to:

Vendor Solicitor:

Wishart Law Firm LLP
Attn: Steven G. Shoemaker
390 Bay St., Suite 500
Sault Ste. Marie ON P6A 1X2
Telephone: 705-949-6700
Facsimile: 705-949-2465
Email: sshoemaker@wishartlaw.com

Any demand, notice or communication made or given by personal delivery or courier is conclusively deemed to have been given on the day of actual delivery thereof or, if made or given by registered mail, is deemed to have been given on the fifth Business Day following the day of mailing or, if transmitted by fax or electronic transmission before 4:00 p.m. on a Business Day, is deemed to have been given on that Business Day or, if transmitted by fax after 4:00 p.m. on a Business Day, is deemed to have been given on the next Business Day.

- 13.2. Such addresses may be changed from time to time by either party giving notice as provided in section 6.1 above.

14. FURTHER ASSURANCES

- 14.1. Each of the parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transaction contemplated by this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purpose of this Agreement.

15. SCHEDULES

- 15.1. The following attached schedule(s) are incorporated by reference and form an integral part of this Agreement:

Schedule "1" – The Lands.
Schedule "2a" – The Acknowledgement and Direction

16. GENERAL

- 16.1. The recitals herein are true and accurate.
- 16.2. The failure of the Vendor to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the Vendor of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise of any right under this Agreement shall not preclude or prejudice the Vendor from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

- 16.3. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties.
- 16.4. Unless otherwise specified, the singular includes the plural and vice versa and words importing gender include all genders.
- 16.5. Each capitalized term has the meaning given to it in this Agreement.
- 16.6. All dollar amounts referred to in this Agreement are in the lawful money of Canada.
- 16.7. This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.8. References to any statute or any provision thereof include such statute or provision as amended, revised, re-enacted and/or consolidated from time to time and any successor statute.
- 16.9. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, falls on a day which is not a Business Day, then such time period shall be automatically extended to the next Business Day.
- 16.10. The headings are for convenience of reference only and do not affect the interpretation of this Agreement
- 9.11 This Agreement, when executed by the parties, shall constitute a binding agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF the Owner has at _____ on the _____ day of _____, 2024 affixed its corporate seal attested by the hands of the duly authorized officer(s).

Stacked Franchising Ltd.

Name:

Title:

I have authority to bind the Corporation.

IN WITNESS WHEREOF The Corporation of the City of Elliot Lake on the _____ day of _____, 2024 affixed its corporate seal attested by the hands of the duly authorized officer(s).

The Corporation of the City of Elliot Lake

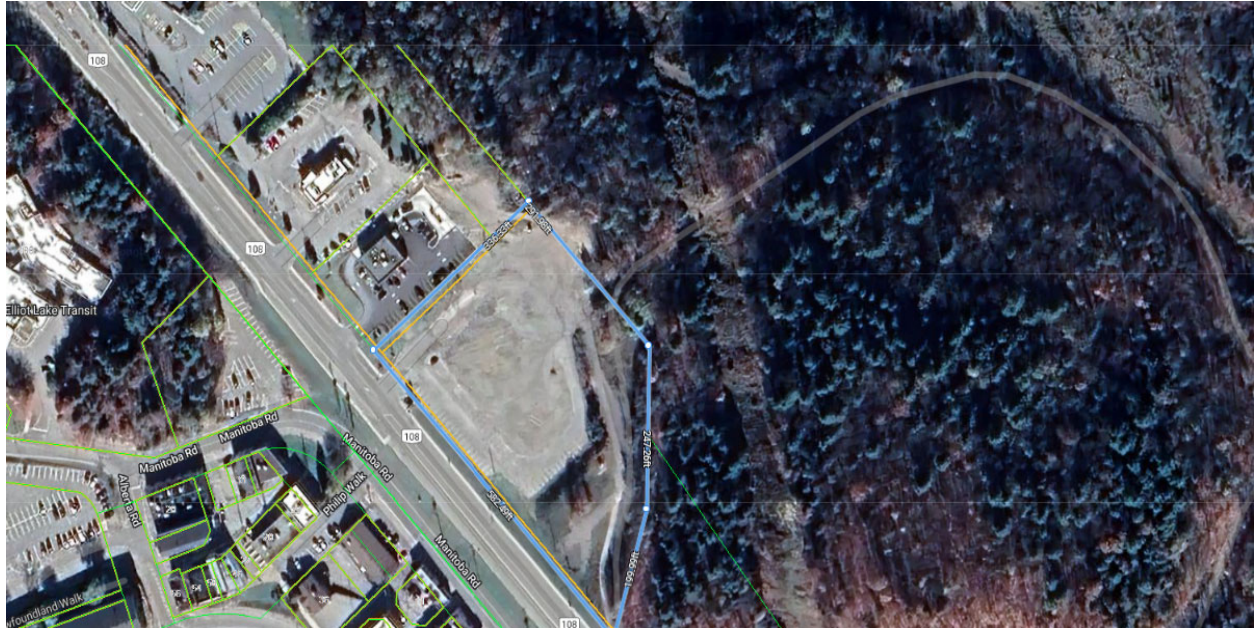
Name:

Title:

I have authority to bind the Corporation.

SCHEDULE "1"- LEGAL DESCRIPTION OF LANDS

PCL 10021 SEC AES SRO; FIRSTLY: PT MINING CLAIM S66593 GUNTERMAN PT 1-3 1R9089; SECONDLY: PT MINING CLAIM S66593 GUNTERMAN PT 4 & 5 1R9089; THIRDLY: BLK R PL M151 GUNTERMAN PT 6-9 1R9089; FOURTHLY: BLK Q PL M151 GUNTERMAN PT 10 & 11 1R9089; S/T PT 2-4 1R4300 AS IN LT113514; S/T LT105414E, LT203340, LT39836E, LT41934E; ELLIOT LAKE being PIN 31628-0500



SCHEDULE “2”- ACKNOWLEDGEMENT AND DIRECTION

TO: Steven Shoemaker
AND TO: WISHART LAW FIRM LLP
RE: Transfer from Stacked Franchising Ltd to the Corporation of the City of Elliot Lake re 24-month development

(“the transaction”)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the “Documents”), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/We understand that I/We are parties to and bound by the terms and provisions of the Documents to the same extent as if I/We had signed them; and
- I/We are in fact the parties named in the Documents and I/We have not misrepresented our identities to you.
- I, _____, am the spouse of _____ the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as “Document in Preparation” and are:

- X A Transfer to the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule “B” attached hereto.

Dated at Sault Ste Marie, ON , this day of _____ 202__.

WITNESS

Stacked Franchising Ltd.
Per:
Title:
I have authority to bind the corporation.



SCHEDULE "2a"- ACKNOWLEDGEMENT AND DIRECTION

TO: Steven Shoemaker
AND TO: WISHART LAW FIRM LLP
RE: **Transfer from Stacked Franchising Ltd to the Corporation of the City of Elliot Lake re 48-month development**

("the transaction")

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/We understand that I/We are parties to and bound by the terms and provisions of the Documents to the same extent as if I/We had signed them; and
- I/We are in fact the parties named in the Documents and I/We have not misrepresented our identities to you.
- I, _____, am the spouse of _____ the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- X A Transfer to the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Sault Ste Marie, ON , this day of _____ 202__.

WITNESS

Stacked Franchising Ltd.
Per:
Title:
I have authority to bind the corporation.

