



Council Minutes

14th Meeting of City Council
August 29, 2023, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, M. Butlin, S. Corman, K. Dickins, D. Escobar, M. Hepditch, O. Katolyk, P. Ladouceur, S. Mathers, H. McNeely, D. Purdy, R. Sanderson, K. Scherr, M. Schulthess, C. Smith

Remote attendance: B. Baar, B. Card, C. Cooper, J. Raycroft

The meeting is called to order at 1:07 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor A. Hopkins disclosed a pecuniary interest with respect to Item 3 of the 12th Report of the Council, In Closed Session, having to do with an agreement related to the property located at 869 Commissioners Road West, by indicating that she owns property in close proximity to the location.

2. Recognitions

2.1 His Worship the Mayor Recognizes the 2023 Queen Elizabeth Scholarship Recipients

Angelina Lam, London Central Secondary School with a 99.33% average
Amaris Peng, Sir Frederick Banting Secondary School with a 99.17% average

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: S. Franke

Seconded by: A. Hopkins

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

(6.1/15/CSC)

4.2 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/15/CSC)

4.3 Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/15/CSC)

4.4 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/15/CSC)

4.5 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/15/CSC)

4.6 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.6/15/CSC)

4.7 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.7/15/CSC)

4.8 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.8/15/CSC)

4.9 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.9/15/CSC)

4.10 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.10/15/CSC)

4.11 Personal Matters / Identifiable Individual

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/21/SPPC)

4.12 Solicitor/Client Advice

Advice that is subject to solicitor-client privilege, as it relates to the Health and Homelessness Whole of Community System Response and future operation of the Hubs. (6.2/21/SPPC)

4.13 (ADDED) Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to advice that is subject to solicitor-client privilege; including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation; information explicitly supplied in confidence to the municipality by Canada Mortgage and Housing Corporation pursuant to subsection 239(2)(h) of the Municipal Act, 2001; and the subject matter being considered is a position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the Municipal Act. (2.4/2/CPSC)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

The Council convenes in closed session at 1:19 PM and reconvenes in public session at 1:40 PM.

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

5.1 13th Meeting Held on July 25, 2023

Motion made by: P. Cuddy
Seconded by: H. McAlister

That the Minutes of the 13th Meeting held on July 25, 2023, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: E. Pelozza
Seconded by: D. Ferreira

That the communications, with respect to the following, BE RECEIVED and BE REFERRED as noted on the Council Added Agenda:

6.1 Fireworks By-law Options

6.2 Springbank Park Recreational Dam

6.3 8th Report of the Environmental Stewardship and Action Advisory Committee

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

7.1 Designate Rail Safety Week - September 18-24, 2023

Motion made by: A. Hopkins
Seconded by: E. Pelozza

That pursuant to section 11.3 of the Council Procedure By-law, leave be given for the introduction of a notice of motion to consider a time sensitive request for the Municipal Council to proclaim September 18 – 24, 2023 as Rail Safety Week.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins
Seconded by: E. Pelozza

That in support of ongoing efforts to raise awareness, save lives and prevent injuries in our community, September 18 – 24, 2023 BE PROCLAIMED as Rail Safety Week in the City of London.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

7.2 Housing Accelerator Fund

At 1:47 PM, His Worship Mayor J. Morgan places Councillor S. Lewis in the Chair.

At 2:14 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: C. Rahman

Seconded by: A. Hopkins

That pursuant to section 11.3 of the Council Procedure By-law, leave BE GIVEN for the introduction of a notice of motion to consider a City-initiated zoning by-law amendment that would permit as of right, building permits for up to 4 residential units.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: Mayor J. Morgan

Seconded by: S. Lehman

That the following actions be taken with respect to the Housing Accelerator Fund application:

a) the Civic Administration BE DIRECTED to prepare a zoning by-law amendment that would permit as of right building permits for up to 4 residential units wherever a zone permits singles, semis, or street townhomes, for consideration by Council as soon as permitted by the statutory requirements of The Planning Act; and

b) the Civic Administration BE DIRECTED at their earliest opportunity, to review and prepare a strategic assessment for Council, of specific neighbourhoods where as of right building permits for more than 5 residential units may be appropriate within the existing framework of neighbourhood development.

Motion made by: S. Lehman

Seconded by: Mayor J. Morgan

Motion that part b) BE REFERRED to the Planning and Environment Committee for consideration:

b) the Civic Administration BE DIRECTED at their earliest opportunity, to review and prepare a strategic assessment for Council, of specific neighbourhoods where as of right building permits for 5 or more residential units may be appropriate within the existing framework of neighbourhood development.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: Mayor J. Morgan

Seconded by: S. Lehman

Motion that part a), BE APPROVED:

That the following actions be taken with respect to the Housing Accelerator Fund application:

a) the Civic Administration BE DIRECTED to prepare a zoning by-law amendment that would permit as of right building permits for up to 4 residential units wherever a zone permits singles, semis, or street townhomes, for consideration by Council as soon as permitted by the statutory requirements of The Planning Act; and

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

8. Reports

8.1 13th Report of the Planning and Environment Committee

At 2:16 PM, Councillor S. Stevenson leaves the meeting.

Motion made by: S. Lehman

That the 13th Report of the Planning and Environment Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 8th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the following actions be taken with respect to the 8th Report of the Ecological Community Advisory Committee:

a) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property located at 952 Southdale Road West E FORWARDED to the Civic Administration for review and consideration; and,

b) clauses .11, 3.1, 3.2, 4.1, 5.1 to 5.6, inclusive BE RECEIVED for information.

Motion Passed

3. (2.3) Designation Pursuant to Part IV, Ontario Heritage Act - 1350 Wharncliffe Road South

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the designation of the property located at 1350 Wharncliffe Road South:

a) Notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix C of this report; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 1350 Wharncliffe Road South to be of cultural heritage value or interest for the reasons outlined in Appendix C of the staff report dated August 14, 2023 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal; and,

it being also noted that the Planning and Environment Committee received a communication dated July 28, 2023, from M. Davis, Siv-ik Planning / Design, with respect to this matter;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

4. (2.4) Heritage Alteration Permit Application - 134 Wortley Road - Wortley Village-Old South Heritage Conservation District

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application under Section 42, Ontario Heritage Act, seeking to recognize the demolition of the former building and approval for a proposed new building on the heritage designated property located at 134 Wortley Road, within the Wortley Village Old South Heritage Conservation District, BE PERMITTED subject to the following terms and conditions:

a) prior to the submission of the Building Permit application, the following details be provided to the Heritage Planner for approval:

i) storefront panelling details;

ii) storefront windows, including transom with simulated divided lights; and,

iii) upper windows, including simulated divided lights;

b) the exterior of the building, including its detailing, have a painted finish;

- c) consideration be given to using permeable pavers for the parking areas;
- d) the Heritage Planner be circulated on the Building Permit application to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit; and,
- e) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

5. (2.2) Heritage Alteration Permit Application - 520 Ontario Street - Old East Conservation District

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application made under Section 42 of the Ontario Heritage Act to erect a new house on the property located at 520 Ontario Street, within the Old East Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated August 14, 2023 as Appendix C, subject to the following terms and conditions:

- a) all elevations of the exterior of the house be clad in horizontal vinyl siding with the exception of shake-style fibre cement board cladding in the gables and around the front doorway;
- b) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit;
- c) all exposed wood, including but not limited to the wood porch railing/guard, wood exterior stairs, and wood porch skirt, be painted;
- d) the property owner be encouraged to use colours from the Old East Heritage Conservation District palette (Appendix D);
- e) the property owner be encouraged to use landscaping at the front of the property to minimize the visibility of the height of the basement level; and,
- f) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the Planning and Environment Committee received a verbal delegation from U. Hecht, with respect to this matter;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

6. (3.1) Demolition Request for Heritage Property - 763-769 Dundas Street

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the demolition request for the building on the heritage listed property located at 763-769 Dundas Street:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on the property;
- b) the property located at 763-769 Dundas Street BE REMOVED from the Register of Cultural Heritage Resources; and,
- c) the property owner BE ENCOURAGED to commemorate the history of the property in a future development;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- H. Garrett, Zelinka Priamo Ltd.;
- Q. Lang, Vice Chair, Cross Cultural Learner Centre Board of Directors; and,
- V. Marochko, Executive Director, Cross Cultural Learner Centre;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

7. (3.2) Demolition Request and Alteration Permit for Heritage Property - 320 King Street

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application made under Section 42 of the Ontario Heritage Act seeking approval to demolish the existing parking garage and erect a new high-rise building on the subject property located at 320 King Street, within the Downtown Heritage Conservation District, BE PERMITTED as proposed and described herein and shown in drawings appended to the staff report dated August 14, 2023 as Appendix D, subject to the following terms and conditions:

- a) Design Modifications be implemented if and as appropriate to accommodate any measures required to mitigate potential telecommunications signal interference;
- b) a vibration monitoring strategy be prepared and undertaken during demolition and construction activities to assess and mitigate potential vibration impacts on adjacent cultural heritage resources;
- c) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit; and,
- d) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- T. Whitney, Zelinka Priamo Ltd.;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

8. (3.3) Vacant Land Condominium - 1875 Dalmagarry Road (39CD-23503)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Hyde Park Ventures Inc., relating to the property located at 1875 Dalmagarry Road, the Approval Authority BE ADVISED that the following issue was raised at the public participation meeting with respect to the vacant land condominium application:

- a) the provision of short-term public bicycle parking in the development;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Soufan, York Developments; and,
- S. Allen, MHBC;

it being further noted that the Municipal Council approves this application for the following reasons:

- the purpose and effect of the meeting is to report to the Approval Authority any issues or concerns raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium and application for Site Plan Approval;
- the subject development block is of a size and shape suitable to accommodate the Draft Plan of Vacant Land Condominium; and,
- the proposed use, form, and intensity are considered appropriate and compatible with existing residential development in the surrounding neighbourhood;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D07)

Motion Passed

9. (3.4) 341 Southdale Road East (Z-9626) (Relates to Bill No. 323)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Sam Singh, relating to the property located at 341 Southdale Road East, the proposed by-law appended to the staff report dated August 14, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting

to be held on August 29, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R3 (R3-3) Zone TO a Holding Residential R5 Special Provision (h-)*h-()*h-()*h-18*R5-6() Zone;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- A. Richards, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to the Southwest Area Secondary Plan;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters.(2023-D04)

Motion Passed

10. (3.5) 2550 Sheffield Boulevard (Z-9420) (Relates to Bill No. 324)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to a portion of the lands located at 2550 Sheffield Boulevard:

- a) the proposed by-law appended to the staff report dated August 14, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject lands FROM a Holding Business District Commercial BDC2 Special Provision / Office OF5 / Residential R8 Special Provision (h•h-54•h-100•h-128•BDC2(5)/OF5/R8-4(17)) Zone TO a Residential R5 Special Provision (R5-7()) Zone; and,
- b) the Civic Administration BE DIRECTED to review short-term public bicycle parking in the development;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Haasen, Sifton Properties Limited; and,
- N. Davis;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement (PPS 2020);
- the recommended zoning conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies; and,
- the recommended zoning will permit cluster townhouse dwellings as a permitted use which is appropriate and compatible with existing and future planned development in the area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Motion Passed

11. (4.1) Facilitation of London as a Bird Friendly City by Nature Canada

Motion made by: S. Lehman

Whereas bird populations in North America are declining at alarming rates due to human factors that require urgent corrective actions to address;

Whereas the City of London and its surrounding region are home to many species of birds that migrate through or occur here throughout the year;

Whereas the City of London, through its programs, policies and operations, aims to protect the Natural Heritage System and to conserve birds and biodiversity wherever possible;

Whereas Nature Canada has developed a certification standard to certify eligible municipalities as a “Bird Friendly City” that recognizes and celebrates their contributions to saving bird lives within their jurisdictions; and,

Whereas the City of London’s existing “High-level” Bird Friendly City certification reflects the ecological, economic and cultural significance of birds to Londoners;

Be it resolved that the City of London supports efforts by the London Bird Team to pursue London’s re-certification as a Bird Friendly City;

it being noted that the Planning and Environment Committee received a communication from B. Samuels, Bird Friendly City London, ON, with respect to this matter.

Motion Passed

12. (5.1) 9th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the following actions be taken with respect to the 9th Report of the Community Advisory Committee on Planning, from its meeting held on August 9, 2023:

- a) the revised Working Group comments appended to the Community Advisory Committee on Planning Report, with respect to the property located at 50 King Street and 399 Ridout Street

North, BE FORWARD to S. Wise, Senior Planner, for consideration to be included in the staff report going to the Planning and Environment Committee August 14, 2023; it being noted that Community Advisory Committee on Planning would encourage public access through the corridors connected between the proposed towers and jail and courthouse; and,

b) clauses 1.1, 3.1, 3.2 and 3.3, 4.1, 5.1 to 5.6, inclusive, BE APPROVED.

Motion Passed

8.2 15th Report of the Corporate Services Committee

At 2:17 PM, Councillor S. Stevenson returns to the meeting.

Motion made by: S. Lewis

That the 15th Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Council Policy Review - Flags at City Hall and Illumination of City of London Buildings and Amenities

Motion made by: S. Lewis

That the following actions be taken with respect to the Flags at City Hall and Illumination of City of London Building and Amenities Policies:

a) the City Clerk BE DIRECTED to bring forward to a future meeting of the Corporate Services Committee the necessary by-law to enact the proposed changes to the Flags at City Hall Policy, as appended to the staff report dated August 14, 2023, as Appendix A;

b) the City Clerk BE DIRECTED to bring forward to a future meeting of the Corporate Service Committee the necessary by-law to enact the proposed changes to the Illumination of City of London Buildings and Amenities Policy, including the addition of national Pride month; and

c) the report dated August 14, 2023, with respect to this matter, BE RECEIVED;

it being noted that the policy changes noted above are outlined in this report.

Motion Passed

3. (4.1) Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

Motion made by: S. Lewis

That based on the application dated July 14, 2023 from the City of London Indigenous Employee Resource Group, September 30, 2023 BE PROCLAIMED Orange Shirt Day/National Day for Truth and Reconciliation.

Motion Passed

4. (4.2) Application - Issuance of Proclamation - National Children's Grief Awareness Day

Motion made by: S. Lewis

That Items 4.2, Application for National Children's Grief Awareness Day, and 4.3, Application for Child Care Worker and Early Childhood Educator Appreciation Day, BE RECEIVED and the City Clerk BE REQUESTED to follow up with applicants for clarification for a specific London connection and reapplication.

Motion Passed

5. (4.3) Application - Issuance of Proclamation - 23rd Annual Child Care Worker and Early Childhood Educator Appreciation Day

Motion made by: S. Lewis

That Items 4.2, Application for National Children's Grief Awareness Day, and 4.3, Application for Child Care Worker and Early Childhood Educator Appreciation Day, BE RECEIVED and the City Clerk BE REQUESTED to follow up with applicants for clarification for a specific London connection and reapplication.

Motion Passed

- 8.3 13th Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 13th Report of the Community Protective Services Committee BE APPROVED, excluding Item 4 (3.1)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That pursuant to section 9.6 of the Council Procedure By-law, Councillor S. Stevenson be permitted to speak an additional 5 minutes with respect to this matter.

Yeas: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, P. Van Meerbergen, D. Ferreira, and S. Hillier

Nays: (6): H. McAlister, S. Trosow, S. Lehman, A. Hopkins, S. Franke, and E. Pelozo

Motion Passed (9 to 6)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 8th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelozo

That the 8th Report of the Animal Welfare Community Advisory Committee, from its meeting held on August 3, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Winter Response Program Outcome Report Year-over-Year Comparison

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated August 15, 2023, with respect to the Winter Response Program Outcome Year-Over-Year Comparison, BE RECEIVED. (2023-S08)

Motion Passed

5. (4.1) Inter Faith Homes (London) Transition Strategy: Appointment of London-Middlesex Community Housing (Relates to Bill No. 305)

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated August 15, 2023, related to the Inter Faith Homes (London) Transition Strategy and the Appointment of London-Middlesex Community Housing:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023, to:

i) delegate the Deputy City Manager, Planning and Economic Development, or their written designate, the authority to perform all of the duties and exercise all of the powers of The Corporation of the City of London as service manager under the Housing Services Act, 2011, with respect to designated housing projects and transferred housing programs in accordance with the Housing

Services Act, 2011, and policies and directives issued by the Minister of Municipal Affairs and Housing applicable to service managers under the Housing Services Act, 2011; and,

ii) delegate the Deputy City Manager, Planning and Economic Development, or their written designate, the authority to approve and execute agreements necessary to carry out the authority to perform all of the duties and exercise all of the powers of the City as service manager under the Act with respect to designated housing projects and transferred housing programs; it being noted that this delegation of authority does not include the authority to approve exit agreements and services agreements under the *Housing Services Act, 2011*;

b) the Deputy City Manager, Planning and Economic Development, or their written designate, BE AUTHORIZED, by Council, as Service Manager, to:

i) exercise any of the remedies available to the service manager under the *Housing Services Act, 2011* in connection with the resignation of the board of directors for Inter Faith Homes (London) or a triggering event under the *Housing Services Act, 2011*;

ii) approve and execute any agreements required to exercise any of the remedies available to the service manager under the *Housing Services Act, 2011* in connection with the resignation of the board of directors for Inter Faith Homes (London) or a triggering event under the *Housing Services Act, 2011*; and,

iii) authorize the appointment of City staff to act as an interim Board of Directors for Inter Faith Homes (London); and,

c) the Deputy City Manager, Planning and Economic Development, or their written designate, BE AUTHORIZED to undertake all the administrative acts that are required under the *Housing Services Act, 2011* in connection with the Inter Faith Homes (London) Transition Strategy. (2023-S14)

Motion Passed

4. (3.1) Fireworks By-law Options

Motion made by: E. Pelosa

That the following actions be taken with respect to Fireworks By-law Options:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023; and,

b) the Civic Administration BE DIRECTED to review the Business Licensing By-law with respect to the sale of fireworks and report back on the following:

- licensing all retailers of fireworks;
- required communications to retailers and clients;
- fees; and,
- potential Administrative Monetary Penalty application and other compliance measures;

it being noted that the Community and Protective Services

Committee received communications from the following individuals with respect to this matter:

- V.R. Anber;
- A. Kanji;
- S. Sinnamon;
- L. Green;
- K. Rhodes;
- T. Miller;
- M. Robinson;
- T. McMullen;
- L. Gebhardt;
- G. Rhodes;
- J. McCall;
- K. Godin;
- S. Ross;
- M. Hulet;
- S. Deebrah;
- S. Liggett;
- B. McClement;
- C. Poirier;
- K. Patpatia;
- S. Alexopoulos;
- C. Wilson;
- J. First;
- N. and S. Tirolese;
- M. Luce;
- B. Amendola;
- B. Samuels;
- L. Macklem;
- P. Reid;
- B. Hampton;
- S. Olivastri;
- N. Hans;
- K. Wood;
- D. Devine;
- V. Varapravan;
- Tatvamasi London;
- S. Varapravan;
- S. Richards;
- S. Crane;
- R. St. Pierre;
- M. Hertz;
- L. Miller;
- J. Sayles;
- L. Hemming;
- J. Tennant;
- J. Orchard;
- E. Schwob;
- D. Prout;
- D. Heap and S. Kelly;
- C. Kuijpers;
- C. Healy;
- C. Helka;
- Vishwa Hindu Parishad;
- Hindu Legacy Group;
- G. Mandal;
- J. Jacobson;
- D. Ronson; and,
- D. Fraser;

it being pointed out that the following individuals made verbal

presentations at the public participation meeting held in conjunction with this matter:

- V.R. Anber;
- A. Kanji;
- D. Devine;
- G. Dendias;
- P. Soni;
- M. Leff;
- L. Macklem;
- N. Jadav;
- Resident;
- J. Tennant;
- D. Duquetrelle;
- S. Varapravan;
- T. Zacharias;
- Resident:
- V. Patra;
- M. Khandekar;
- S. Pandeh;
- D. Ronson;
- L. Miller;
- B. McClemt;
- D. Sooklem;
- M. Charbineau;
- T. Golden;
- D. Fortney;
- B. Ramakrishna Acharya;
- J. Orchard;
- M. Blosh;
- R. Patel;
- Rick;
- J. Robinson;
- V. Kothari;
- M. Jefbleesh;
- I. Gopalakrishnan;
- D. Prout;
- L. Pelzarri;
- S. Sayare;
- R. Mills;
- S. Twilley;
- D. Divariar;
- J. Paetz;
- M. Borski; and,
- B. Amendola. (2023-P01)

Motion made by: S. Trosow
Seconded by: D. Ferreira

That Item 8.3(4) of the 13th Report of the Community and Protective Services Committee, "Fireworks By-law options" (3.1) BE REFERRED to the Civic Administration for further consideration with a report back to a future meeting of the Community and Protective Services Committee in order to consider the following:

- a) developing an additional option which would recognize and define a "Family Lights Celebration" (or similar consideration) that would be permitted under the by-law;
- b) reviewing the Business Licensing By-law with respect to the sale of fireworks and compliance measures; reviewing the various

definitions contained in the by-law of the various categories of fireworks; and

c) reviewing such other matters as emerge in the discussion of this Motion to Refer including, but not limited to, various definitions.

Yeas: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Nays: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Failed (5 to 10)

Motion made by: C. Rahman

Seconded by: S. Lewis

That Item 4 (clause 3.1) of the 13th Report of the Community and Protective Services Committee BE AMENDED in part a) by adding the following, “and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar”; it being noted that the part a) would read as follows:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023 and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar; and,

Motion made by: E. Pelozza

Seconded by: P. Cuddy

That pursuant to section 11.14 of the Council Procedure By-law, the question related to the proposed amendment to part a) BE CALLED.

Yeas: (12): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): Mayor J. Morgan, H. McAlister, and S. Trosow

Motion Passed (12 to 3)

Motion made by: C. Rahman

Seconded by: S. Lewis

That Item 4 (clause 3.1) of the 13th Report of the Community and Protective Services Committee BE AMENDED in part a) by adding the following, “and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar”; it being noted that the part a) would read as follows:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023 and including an exception to permit consumer (backyard)

fireworks to be discharged on Chinese New Year Day of the Lunar Calendar; and,

Yeas: (12): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (3): H. McAlister, S. Trosow, and D. Ferreira

Motion Passed (12 to 3)

Motion made by: E. Pelozza
Seconded by: C. Rahman

That Item 4 (clause 3.1), as amended, BE APPROVED.

Motion made by: E. Pelozza
Seconded by: C. Rahman

Motion that the amended part a) BE APPROVED.

Yeas: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Motion Passed (10 to 5)

Motion made by: E. Pelozza
Seconded by: C. Rahman

Motion that part b) BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and E. Pelozza

Nays: (2): D. Ferreira, and S. Hillier

Motion Passed (13 to 2)

Item 4 (clause 3.1), as amended, reads as follows:

Item 4 (clause 3.1), as amended, reads as follows:

That the following actions be taken with respect to Fireworks By-law Options:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023 and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar; and,

b) the Civic Administration BE DIRECTED to review the Business Licensing By-law with respect to the sale of fireworks and report back on the following:

- licensing all retailers of fireworks;
- required communications to retailers and clients;
- fees; and,
- potential Administrative Monetary Penalty application and other compliance measures;

it being noted that the Community and Protective Services Committee received communications from the following individuals with respect to this matter:

- V.R. Anber;
- A. Kanji;
- S. Sinnamon;
- L. Green;
- K. Rhodes;
- T. Miller;
- M. Robinson;
- T. McMullen;
- L. Gebhardt;
- G. Rhodes;
- J. McCall;
- K. Godin;
- S. Ross;
- M. Hulet;
- S. Deebrah;
- S. Liggett;
- B. McClement;
- C. Poirier;
- K. Patpatia;
- S. Alexopoulos;
- C. Wilson;
- J. First;
- N. and S. Tirolese;
- M. Luce;
- B. Amendola;
- B. Samuels;
- L. Macklem;
- P. Reid;
- B. Hampton;
- S. Olivastri;
- N. Hans;
- K. Wood;
- D. Devine;
- V. Varapravan;
- Tatvamasi London;
- S. Varapravan;
- S. Richards;
- S. Crane;
- R. St. Pierre;
- M. Hertz;
- L. Miller;
- J. Sayles;
- L. Hemming;
- J. Tennant;
- J. Orchard;
- E. Schwob;
- D. Prout;
- D. Heap and S. Kelly;
- C. Kuijpers;
- C. Healy;
- C. Helka;
- Vishwa Hindu Parishad;
- Hindu Legacy Group;

- G. Mandal;
- J. Jacobson;
- D. Ronson; and,
- D. Fraser;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- V.R. Anber;
- A. Kanji;
- D. Devine;
- G. Dendias;
- P. Soni;
- M. Leff;
- L. Macklem;
- N. Jadav;
- Resident;
- J. Tennant;
- D. Duquetrelle;
- S. Varapravan;
- T. Zacharias;
- Resident:
- V. Patra;
- M. Khandekar;
- S. Pandeh;
- D. Ronson;
- L. Miller;
- B. McClemt;
- D. Sooklem;
- M. Charbineau;
- T. Golden;
- D. Fortney;
- B. Ramakrishna Acharya;
- J. Orchard;
- M. Blosch;
- R. Patel;
- Rick;
- J. Robinson;
- V. Kothari;
- M. Jefbleesh;
- I. Gopalakrishnan;
- D. Prout;
- L. Pelzarri;
- S. Sayare;
- R. Mills;
- S. Twilley;
- D. Divariar;
- J. Paetz;
- M. Borski; and,
- B. Amendola. (2023-P01)

Motion made by: C. Rahman

Seconded by: S. Lehman

That the enforcement of the current Fireworks By-law (PW-11) BE SUSPENDED for Diwali in 2023.

Yeas: (13): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Nays: (2): H. McAlister, and S. Trosow

Motion Passed (13 to 2)

Motion made by: E. Pelosa
Seconded by: S. Franke

That the Council recess at this time, for fifteen minutes.

Motion Passed

The Council recesses at 4:07 PM and reconvenes at 4:28 PM.

8.4 12th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 12th Report of the Civic Works Committee BE APPROVED, excluding Items 11 (4.2) and 13 (5.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 8th Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the 8th Report of the Integrated Transportation Community Advisory Committee, from its meeting July 19, 2023, BE RECEIVED.

Motion Passed

3. (2.2) By-law Update - Vital Services By-law (PH-6) (Relates to Bill No. 309)

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the By-Law Update for the Vital Services By-Law (PH-6):

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council Meeting on August 29, 2023, to amend the existing Vital Services By-law (PH-6); and,

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this proposed by-law amendment. (2023-C01)

Motion Passed

4. (2.3) Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Consulting Fees Value Increase

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Greenway and Adelaide Wastewater Treatment Plants climate change resiliency consultant fee value increase:

- a) the value of the engineering consulting fees for CIMA Canada Inc. BE INCREASED by \$949,759.80, including contingency (excluding HST), due to additional scope requests and project consolidation;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E03)

Motion Passed

5. (2.4) Contract Award - RFT-2023-030 Watermain Cleaning and Lining Services

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to RFT 2023-030 Watermain Cleaning and Lining Services:

- a) the bid submitted by Fer-Pal Construction Ltd. at its tendered price of \$6,498,810.00 (excluding HST), for Watermain Cleaning and Lining Services, BE ACCEPTED; it being noted that the bid submitted by Fer-Pal Construction Ltd. was the lowest of two bids received and meets the City's specifications and requirements in all areas and that this is the first year of a five year contract, where the City has the sole discretion to renew the contract for four additional years based on price and performance;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the

administrative acts that are necessary in connection with this project;

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,

e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E08)

Motion Passed

6. (2.5) Consulting Engineer Appointment - 2024/2025 Infrastructure Renewal

Motion made by: C. Rahman

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Consulting Engineer Appointment for the 2024/2025 Infrastructure Renewal Program:

a) Dillon Consulting Limited BE APPOINTED consulting engineers to undertake detailed design and construction administration services for the Decommissioning of Water Chamber 13 project and detailed design for the William Street Reconstruction project, in the total amount of \$413,912.40 (excluding HST), in accordance with Section 14.4(a) of the City of London's Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

Motion Passed

7. (2.6) Amendments to the Traffic and Parking By-law (Relates to Bill No. 310)

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated August 15, 2023, related to 2022 administrative amendments, BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023, to amend By-law PS-114, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2023-C01)

Motion Passed

8. (2.7) Contract Price Increase - Victoria Bridge - Temporary Modular Bridge

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Contract Price Increase for the Victoria Bridge Temporary Modular Bridge:

- a) Victoria Bridge – Temporary Modular Bridge (Tender RFT21-108) construction contract value with Algonquin Bridge, a Division of AIL International Inc. BE INCREASED by \$150,000.00 to \$380,390.00 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

Motion Passed

9. (2.8) Contract Price Increase - Churchill Avenue and Manitoba Street

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Contract Price Increase for the Churchill Avenue and Manitoba Street project:

- a) Churchill Avenue and Manitoba Street (Tender RFT21-130) construction contract value with Elgin construction Company Limited BE INCREASED by \$50,000.00 to \$4,316,261.95 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,
- d) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

Motion Passed

10. (4.1) Springbank Park Recreational Dam

Motion made by: C. Rahman

That it BE NOTED that the delegation from M. Judson, was received and no further action be taken.

Motion Passed

12. (4.3) 9th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 9th Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on August 2, 2023:

- a) the Municipal Council BE ADVISED that the Environmental Stewardship and Action Community Advisory Committee (ESACAC) recommends the City of London adopt Option B as outlined in the staff report presented to the Community and Protective Services Committee; it being noted that Option B would allow for permitted display fireworks only to be discharged on specific days in London; it being further noted that this option would restrict use of all consumer (backyard) fireworks, restrict the sale of consumer fireworks in London, and propose an increase to current fines;
- b) the Municipal Council BE ADVISED that the Environmental Stewardship and Action Community Advisory Committee recommends that the City considers the locations of permitted display fireworks to account for nearby environmental disturbance and to limit pollution from entering sensitive features such as the Thames River, and that the City aim to promote lower-impact alternatives to fireworks for at least some subsidized public events, such as outdoor concerts and light shows using drones. it being noted that the submission on the fireworks by-law review, prepared by ESACAC, was received; and,
- c) clauses 3.1, 3.2, 5.1, 5.3 and 5.4 BE RECEIVED.

Motion Passed

11. (4.2) Green Bin and Collection Program Changes

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Green Bin and Collection Program Changes:

- a) the Civic Administration BE DIRECTED to implement a weekly (except for Statutory Holidays) pickup system for Green Bin and Blue Box and a 26 week per year pickup system for garbage collection starting January 15, 2024, that includes a special provision to address the longer garbage collection cycle that occurs because of Statutory Holidays;

b) the Civic Administration BE DIRECTED to establish an interim Waste Reduction & Conservation Calendar from October 1, 2023, to January 15, 2024, and distribute the Calendar using a combination of on-line tools and hard copies available at City facilities and other locations and not delivered door-to-door as is normally done;

c) the Garbage Container Limit at the curb remain at three (3) containers or bags BE APPROVED, it being noted that the number of garbage pickup days has been reduced from 42 to 26 pickups;

d) the Garbage Tag fee for use at the curb for extra bags or containers of garbage or for Bagged Residential Garbage brought to the EnviroDepots BE INCREASED from \$1.50 to \$2.00 as part of the upcoming Fees and Charges By-law review as part of the multi-year budget development;

e) the Civic Administration BE DIRECTED to implement a separate large furniture and large bulky items collection program (limit of four items per pickup) that requires booking the pickup service in advance, with collection occurring on a regular collection day starting October 1, 2023, and includes a 3 month grace period; and,

f) the Civic Administration BE DIRECTED to establish a monitoring system to determine the level of household satisfaction with the Green Bin and collection program changes and report back to Civic Works Committee in July 2024 and at year end, including specific details on managing pet waste and diapers and incontinence products;

it being noted that the presentation from J. Stanford, as appended to the Added Agenda, with respect to this matter was received; it being further noted that the communications, as appended to the Added Agenda, from M. Hulet, C. Butler and L. McColl, with respect to this matter, were received. (2023-E07)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

13. (5.1) Referred by Municipal Council on July 25, 2023 - Clause 5.1 of the 8th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: H. McAlister

That the Civic Administration BE DIRECTED to prepare an information brochure to assist Municipal Law Enforcement Officers to explain the Council Policy on Naturalized Areas and Wildflower Meadows in response to community complaints and with respect to the Yard and Lot Maintenance By-law where applicable;

it being noted that a verbal delegation from B. Samuels, a communication from L. Johnson and the staff report dated August 15, 2023, with respect to this matter, were received. (2023-E07)

Motion made by: C. Rahman

Seconded by: S. Lewis

That clause 5.1 BE AMENDED to read as follows:

That the Civic Administration BE DIRECTED to prepare information materials to assist Municipal Law Enforcement Officers to explain the Council Policy on Naturalized Areas and Wildflower Meadows in response to community complaints and complainants, and with respect to the Yard and Lot Maintenance By-law where applicable;

it being noted that a verbal delegation from B. Samuels, a communication from L. Johnson and the staff report dated August 15, 2023, with respect to this matter, were received.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: H. McAlister

Seconded by: P. Cuddy

That the clause, as amended, BE APPROVED.

Motion made by: S. Trosow

Seconded by: H. McAlister

That the clause BE FURTHER AMENDED by adding the following:

b) that the Civic Administration BE DIRECTED to undertake a comprehensive review of the Yard and Maintenance By-law that encompasses the by-law provisions, definitions and related policies concerning naturalization of yards, naturalized areas and wildflower meadows, weeds, grass, and what is considered waste; the review should include:

i) a jurisdictional scan of other municipalities to examine how other by-laws have been updated to account for naturalization.

ii) to provide information about the enforcement of London's by-law, including the number of exemptions given for naturalization and the procedures followed by enforcement staff to assess a yard; and,

c) that a public participation meeting BE SET to allow the public to assess the by-law and any potential changes; and

d) that a "Get Involved" site BE ADDED, with respect to the above information.

Yeas: (6): H. McAlister, S. Trosow, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Failed (6 to 9)

Motion made by: H. McAlister

Seconded by: P. Cuddy

That the clause, as amended, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Motion Passed (14 to 1)

Item 13 (5.1), as amended reads as follows:

That the Civic Administration BE DIRECTED to prepare information materials to assist Municipal Law Enforcement Officers to explain the Council Policy on Naturalized Areas and Wildflower Meadows in response to community complaints and complainants, and with respect to the Yard and Lot Maintenance By-law where applicable;

it being noted that a verbal delegation from B. Samuels, a communication from L. Johnson and the staff report dated August 15, 2023, with respect to this matter, were received.

8.5 21st Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 21st Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 3rd Report of the Governance Working Group

Motion made by: S. Lewis

That the following actions be taken with respect to the 3rd Report of the Governance Working Group from its meeting held on July 27, 2023:

a) the following actions be taken with respect to the draft Council Members' Expense Account Policy:

i) that section 4.2, part c), item vi BE AMENDED to read "advertising, in the manner deemed appropriate by the Member to extend greetings";

ii) that section 4.2, part c), item vii BE AMENDED to read "expenses related to ward matters, including such expenses as: neighbourhood or constituent meetings, notices, printing, and other engagement opportunities deemed appropriate by the Member;" and;

iii) the balance of the draft Council Member's Expense Account Policy BE REFERRED to the next meeting of Governance Working Group for further discussion;

it being noted that an update to the transportation allowance in 4.2c) ix A. will come forward at a future meeting of Governance Working Group (GWG) for consideration;

- b) the Verbal Update on the Appointment of Deputy Mayor Policy from the City Clerk BE RECEIVED and that the City Clerk BE DIRECTED to bring forward a report on Strong Mayor legislation to a future meeting of Governance Working Group; and
- c) clauses 1.1, 2.1, 4.1, 4.4 and 4.5 BE RECEIVED.

Motion Passed

3. (4.1) August Progress Update- Health and Homelessness Whole of Community System Response

Motion made by: S. Lewis

That the following actions be taken with respect to the Health and Homelessness Whole of Community System Response;

- a) the August Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information;
- b) a one-time Single Source contract agreement with Ark Aid Mission Services in the total estimated cost of \$130,000., to support continued services at 696 Dundas from 2:30pm-9:30pm daily from August 1, 2023, through September 30, 2023, BE APPROVED;
- c) a one-time contract amendment agreement to Canadian Mental Health Association (CMHA) at a total estimated cost of \$70,000. to support the Coffee House drop-in program with additional evening hours per day from August 1, 2023, through September 30, 2023, BE APPROVED;
- d) a one-time contract amendment of existing agreements to London Cares for the continuation of service provision in Encampment Service Depots for a six (6)-week extension from August 14, 2023, to September 30, 2023, the total estimated cost of \$52,000, BE APPROVED as follows:
 - i) for food total estimated cost \$42,000;
 - ii) for water total estimated cost \$5,000;
 - iii) for comfort stations total estimated cost \$5,000;
- e) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;
- f) the approval given herein BE CONDITIONAL upon the Corporation amending a Purchase of Service Agreement; and
- g) the Mayor and Government Relations staff BE DIRECTED to take the following actions:
 - i) undertake immediate advocacy efforts with the Association of Municipalities of Ontario, the Ontario Big City Mayors Caucus, and the Government of Ontario to develop a united policy condemning the relocation of homeless individuals under false pretense or against their will;
 - ii) further work with those partners to undertake the processes to stop this practice, including the development of proper levels of funding by the senior levels of government for adequate homelessness and supportive housing services, and appropriate consequences for organizations or individuals found to be engaging in such activities;

iii) work with the province to develop a program by which those released from hospitals or detention centres are provided proper discharge planning that includes transportation back to their home communities; and

h) that the Civic Administration BE DIRECTED to provide to the appropriate standing committee the existing data that is available with respect to this matter, including the reliability of the information;

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 8, 2023 from Deputy Mayor S. Lewis and Councillor E. Pelozza and a communication dated August 14, 2023 from F. Moore, President, M. Rioux, Vice-President and J. Thompson, Executive Director, LIFE*SPIN with respect to this matter.

Motion Passed

4. (4.2) Consideration of Appointment to the Museum London Board of Directors

Motion made by: S. Lewis

That Councillor S. Trosow BE APPOINTED to the Museum London Board of Directors for the term ending November 14, 2026.

Motion Passed

5. (4.3) Confirmation of Appointment to the Old East Village Business Improvement Area

Motion made by: S. Lewis

That the following actions be taken with respect to the Old East Village Business Improvement Area:

a) the resignations of Kimberly DeSousa, Libro Credit Union and John Young, East Village Market BE ACCEPTED; and,

b) Caileigh Robson, Libro Credit Union BE APPOINTED to the Old East Village Business Improvement Area for the term ending November 14, 2026;

it being noted that the Strategic Priorities and Policy Committee received a communication dated July 26, 2023 from M. Drangova, Board Chair and J. Pastorius, General Manager, Old East Village BIA with respect to this matter.

Motion Passed

6. (4.4) Confirmation of Appointments to the Hamilton Road BIA

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the Hamilton Road BIA for the term ending November 14, 2026:

Councillor H. McAlister
Shahin Kardan, Vice Chair, Apollo Pizza and Wings
Gursharan Singh, Baked Bites

Dan Martens, Western IT
Naz Tilva, Sak's Variety Store
Rick Pinheiro, Pinheiro Realty

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 9, 2023 from C. Luistro, Executive Director, Hamilton Road BIA with respect to this matter.

Motion Passed

9. Added Reports

9.1 12th Report of Council in Closed Session

Motion made by: C. Rahman
Seconded by: A. Hopkins

1. Property Acquisition – 16 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 16 Wellington Road, further described as Part of Lot 13 Plan 11 (4th), in the City of London, County of Middlesex, being all of PIN 08357 0035 (LT), containing an area of approximately 7,373 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by 16 WELLINGTON HOLDINGS LTD. (the “Vendor”), to sell the subject property to the City, for the sum of \$1,380,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

2. Property Acquisition – 124-126 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 124 - 126 Wellington Road, further described as Part of Lot 4, Plan 312 (4th) as in Inst. No. 676511, S/T 676511, in the City of London, County of Middlesex, being all of PIN 08357-0095 (LT), containing an area of approximately 10,054 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by SJMA ON SITE GROUP INC. (the “Vendor”), to sell the subject property to the City, for the sum of \$1,495,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: C. Rahman
Seconded by: P. Cuddy

3. License Agreement – City and London Hydro Inc. – New Telecommunications Tower and Equipment Room – 869 Commissioners Road West (Reservoir Park)

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of Deputy City Manager, Enterprise Supports, and the concurrence of Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to the License Agreement for the lease of lands for a new Telecommunications Tower and Equipment Room located at 869 Commissioners Road West, the License Agreement between the City (the “Licensor”) and London Hydro Inc. (the “Licensee”) attached as Appendix “A”, for the license in respect of the construction, maintenance and operation of a new Telecommunications Tower, Equipment Room, Servicing Connections, Transformer and Back-up generator on a portion of lands located at 869 Commissioners Road West for a term of Thirty Five (35) years commencing on December 30, 2023 (the “Commencement Date”) and terminating on December 30, 2058 (the “Expiry Date”) BE APPROVED, subject to renewal options.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

Motion Passed (14 to 0)

Motion made by: C. Rahman
Seconded by: D. Ferreira

4. Offer to Purchase Industrial Lands – Raven Windows Inc. – Huron Industrial Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and labelled as Parcel A and Parcel B, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Raven Windows Inc., (the “Purchaser”) to purchase 3 acres more or less of the subject property from the City, at a purchase price of \$419,400.00 BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

5. Offer to Purchase Industrial Lands – Dhandabani Ramakrishnan (In Trust for a Corporation to be Incorporated) Huron Industrial Park C1 Lands

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337, further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 8, on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as

Appendix “B”, submitted by Riverside Burgeon Inc., (the “Purchaser”) to purchase 0.50 acres of the subject property from the City, at a purchase price of \$87,500.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

6. Offer to Purchase Industrial Lands – Huron Industrial Inc. – Huron Industrial Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and labelled as Parcel A and Parcel B, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Huron Industrial Inc., (the “Purchaser”) to purchase 4 acres of the subject property from the City, at a purchase price of \$606,425.00 BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

7. Offer to Purchase Industrial Lands – Wyedel Power Inc. – Huron Industrial Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337, further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 7, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Wyedel Power Inc., (the “Purchaser”) to purchase 2.88 acres of the subject property from the City, at a purchase price of \$504,000.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

8. Offer to Purchase Industrial Lands – 2864150 Ontario Inc. – Innovation Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park Phase II, being composed of Part of Block 1, Plan 33M592, being Parts 14 and 17, on Plan 33R-20884, in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 2864150 Ontario Inc., under the corporate name Aeon Canada (the “Purchaser”), to purchase six (6) acres of the subject property from the City, at a purchase price of \$990,000.00, reflecting a sale price of \$165,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

9. Offer to Purchase Industrial Lands – Thomson Foods Inc. – Huron Industrial Park C1 Lands

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being

composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 6, as outlined on the sketch attached hereto as Appendix "A", the Agreement of Purchase and Sale (the "Agreement"), attached as Appendix "B", submitted by Thomson Foods Inc., (the "Purchaser") to purchase 1.00 acre of the subject property from the City, at a purchase price of \$175,000.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

10. Deferred Matters

10.1 Consideration of Appointment to the London Hydro Board of Directors (Requires 2 Members) (Relates to Bill No. 306)

Motion made by: S. Stevenson
Seconded by: P. Cuddy

That the following actions be taken with respect to appointments to the London Hydro Board of Directors:

- a) Tim Watson and Cedric Gomes BE APPOINTED to the London Hydro Board of Directors as First Class Members for the term ending the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024; and,
- b) the ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023, to ratify and confirm the Resolution of the Shareholder of London Hydro Inc.

Motion made by: Mayor J. Morgan
Seconded by: C. Rahman

That the Council convene in closed session, in order to consider a personal matter about an identifiable individual, including municipal or local board employees, related to appointments to the London Hydro Board of Directors.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

The Council convenes in closed session at 6:02 PM and reconvenes in public session at 6:14 PM.

Motion made by: C. Rahman
Seconded by: S. Lewis

That the Council convene in closed session, in order to consider a personal matter about an identifiable individual, including municipal or local board employees, and advice that is subject to solicitor-client

privilege, including communications necessary for that purpose, related to appointments to the London Hydro Board of Directors.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

The Council convenes in closed session at 6:19 PM.

Councillor P. Van Meerbergen leaves the meeting at 7:00 PM.

The Council reconvenes in public session at 7:18 PM.

Motion made by: D. Ferreira

Seconded by: S. Stevenson

That the matter of consideration of appointments to the London Hydro Board of Directors BE REFERRED to a future SPPC meeting, including an invitation to the London Hydro Board Chair to address the Council with respect to this matter, including the process undertaken by the London Hydro Board and including the information gathered by the Board as a part of their due diligence.

Yeas: (8): Mayor J. Morgan, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, A. Hopkins, and D. Ferreira

Nays: (6): S. Lewis, C. Rahman, S. Lehman, S. Franke, E. Pelozza, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (8 to 6)

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That Introduction and First Reading of Bill No.'s 304, 305, and 307 to 324, and the Added Bill No.'s 325, 326 and 328 to 333, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Motion made by: D. Ferreira

Seconded by: A. Hopkins

That Second Reading of Bill No.'s 304, 305, and 307 to 324, and the Added Bill No.'s 325, 326 and 328 to 333,, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Motion made by: J. Pribil
Seconded by: C. Rahman

That Third Reading and Enactment of Bill No.'s 304, 305, and 307 to 324, and the Added Bill No.'s 325, 326 and 328 to 333,, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Motion made by: P. Cuddy
Seconded by: S. Stevenson

That Introduction and First Reading of Added Bill No. 327, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

Motion made by: D. Ferreira
Seconded by: S. Lehman

That Second Reading of Added Bill No. 327, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

Motion made by: P. Cuddy
Seconded by: S. Stevenson

That Third Reading and Enactment of Added Bill No. 327, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

The following are enacted as by-laws of The Corporation of the City of London:

Bill No. 304By-law No. A.- _____ _____	A by-law to confirm the proceedings of the Council Meeting held on the 29th day of August, 2023. (City Clerk)
Bill No. 305By-law No. A.- _____ _____	A by-law to delegate the Deputy City Manager, Planning and Economic Development, or their written designate, the authority to perform all of the duties and exercise all of the powers of the City as service manager under the Housing Services Act, 2011 (4.1/13/CPSC)
Bill No. 306By-law No. A.- _____ _____	A by-law to ratify and confirm the Resolutions of the Shareholder of London Hydro Inc. (4.3/19/SPPC)
Bill No. 307By-law No. A.- 6377(____)- _____	A by-law to amend By-law No. A.-6377-206, as amended, entitled "A by-law to continue the London Transit Commission". (4.4/19/SPPC)
Bill No. 308By-law No. L.S.P.- _____-____	A by-law to designate 81 Wilson Avenue to be of cultural heritage value or interest. (2.2/11/PEC)
Bill No. 309By-law No. PH-6- 23____	A by-law to amend By-law No. PH-6, as amended, being "A by-law concerning the provision of vital services and the maintenance of suitable heat at leased or rented dwellings". (2.2/12/CWC)
Bill No. 310By-law No. PS-114- 23_____	A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.6/12/CWC)
Bill No. 311By-law No. S.-_____- _____	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Old Victoria Road and Bradley Avenue, west of Oetker Gate) (Chief Surveyor – for road dedicated purposes pursuant to a industrial land sale)
Bill No. 312By-law No. S.-_____- _____	A by-law to lay out, constitute, establish, name, and assume certain reserves in the City of London as public highway as part of Ayrshire Avenue. (Chief Surveyor – registration of 33M-833 requires 0.3m Reserve on abutting plan 33M-821 to be registered as public highway for unobstructed legal access through the subdivision)
Bill No. 313By-law No. S.-_____- _____	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street, east of Highbury Avenue North) (Chief Surveyor – for road dedication purposes pursuant to Consent B.035/23)

<p>Bill No. 314By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road West, west of Wonderland Road South; and as widening to Bostwick Road, south of Southdale Road West) (Chief Surveyor – for road dedication purposes pursuant to the Southdale Rd W; Pine Valley Blvd to Bostwick Rd improvements project)</p>
<p>Bill No. 315By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Sunningdale Road West and Hyde Park Road, south of Sunningdale Road West and west of Hyde Park Road; and as widening to Sunningdale Road West and Hyde Park Road, north of Sunningdale Road West and east of Hyde Park Road) (Chief Surveyor – for road dedication purposes pursuant to the Sunningdale Rd W at Hyde Park Intersection Improvements project)</p>
<p>Bill No. 316By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Trafalgar Street, west of Veterans Memorial Parkway) (Chief Surveyor – for road dedication purposes pursuant to B.037/19)</p>
<p>Bill No. 317By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Bluegrass Drive) (Chief Surveyor – establishment of Bluegrass Drive as road allowance requires 0.3m Reserve on abutting plan 33M-595 to be dedicated as public highway for unobstructed legal access throughout the subdivision)</p>
<p>Bill No. 318By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Beaverbrook Avenue; and as part of Oakcrossing Road) (Chief Surveyor – registration of 33M-600 requires a 0.3m reserve on abutting plans 33M-532 and 33M-566 to be dedicated as public highway for unobstructed legal access throughout the Subdivision)</p>
<p>Bill No. 319By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Baird Street; as part of Whetherfield Street; and as part of Beaverbrook Avenue) (Chief Surveyor – registration of 33M-611 requires 0.3m Reserves on abutting plans 33M-511 and 3M-566 to be dedicated as public highway for unobstructed legal access throughout the subdivision)</p>
<p>Bill No. 320By-law No. W.- 5577(____)- _____</p>	<p>A by-law to amend by-law No. W.-5577-64, as amended, entitled, “A by-law to authorize the Western Road and Philip Aziz Avenue Improvements. (Project No. TS1136)”. (2.4/11/CWC)</p>
<p>Bill No. 321By-law No. W.- 5676(____)- _____</p>	<p>A by-law to amend by-law No. W.-5676-194 entitled, “A by-law to authorize the Capital Project TS1627 – Philip Aziz – Western Rd to Thames River.” (2.4/11/CWC)</p>

<p>Bill No. 322By-law No. W.- _____-____</p>	<p>A by-law to authorize Project TS1670 – Intersection – Sarnia/Philip Aziz – Western Rd. (2.4/11/CWC)</p>
<p>Bill No. 323By-law No. Z.-1- 23____</p>	<p>A by-law to amend By-law No. Z.-1 to rezone an area of land located at 341 Southdale Road East. (3.4/13/PEC)</p>
<p>Bill No. 324By-law No. Z.-1- 23____</p>	<p>A by-law to amend By-law No. Z.-1 to rezone lands located at 2550 Sheffield Boulevard. (3.5/13/PEC)</p>
<p>Bill No. 325By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 16 Wellington Holdings Ltd., for the acquisition of the property located at 16 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/15/CSC)</p>
<p>Bill No. 326By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and SJMA ON SITE GROUP INC., for the acquisition of the property located at 124-126 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/15/CSC)</p>
<p>Bill No. 327By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve a License Agreement between The Corporation of the City of London and London Hydro Inc. for the license in respect of the construction, maintenance and operation of a new Telecommunications Tower, Equipment Room, Servicing Connections, Transformer, and Back-up generator on a portion of lands located at 869 Commissioners Road West for a term of Thirty Five (35) years commencing on December 30, 2023 (the “Commencement Date”) and terminating on December 30th, 2058 (the “Expiry Date”), subject to renewal options. (6.3/15/CSC)</p>
<p>Bill No. 328By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Raven Windows Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 3 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/15/CSC)</p>

<p>Bill No. 329By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Riverside Burgeon Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 0.50 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/15/CSC)</p>
<p>Bill No. 330By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Huron Industrial Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 4 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.6/15/CSC)</p>
<p>Bill No. 331By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Wyedel Power Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 2.88 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.7/15/CSC)</p>
<p>Bill No. 332By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2684150 Ontario Inc. for the sale of the City owned industrial land located in Innovation Park, being composed Part of Block 1, Plan 33M592, being Parts 14 and 17, on Plan 33R-20884, in the City of London, County of Middlesex, containing an area of approximately 6 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.8/15/CSC)</p>
<p>Bill No. 333By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Thomson Foods Inc. for the sale of the City owned industrial land located in Innovation Park, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 1.00 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.9/15/CSC)</p>

14. Adjournment

Motion made by: S. Stevenson
Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 7:36 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Source of Financing Report

Appendix "A" Confidential

#23169

August 14, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 16 Wellington Road - Wellington Gateway Project
(Subledger LD210029)
RT1430-1B - Wellington Gateway - Land Rapid Transit
16 Wellington Holdings Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	28,492,900	22,852,080	1,448,715	4,192,105
Total Expenditures	\$28,492,900	\$22,852,080	\$1,448,715	\$4,192,105
Sources of Financing				
Capital Levy	3,005,102	2,410,173	152,794	442,135
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	21,487,798	20,441,907	1,045,891	0
Debt Quota (Serviced through City Services - Roads Reserve Fund (Development Charges))(Note 1)	4,000,000	0	250,030	3,749,970
Total Financing	\$28,492,900	\$22,852,080	\$1,448,715	\$4,192,105

Financial Note:

Purchase Cost	\$1,380,000
Add: Disturbance Allowance and Moving Costs	15,000
Add: Legal Fees	5,000
Add: Land Transfer Tax	24,075
Add: HST @13%	182,000
Less: HST Rebate	-157,360
Total Purchase Cost	\$1,448,715

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Alan Dunbar

Manager of Financial Planning & Policy

lp

Appendix B – Location Map

16 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 16 WELLINGTON HOLDINGS LTD.

REAL PROPERTY:

Address: 16 Wellington Road, London, ON N6C4M5

Location: East side of Wellington Road, North of Grand Avenue

Measurements: approximately 684.98 m²/ 7373.27 ft²

Legal Description: Part of Lot 13, Plan 11 (4th),
City of London, County of Middlesex,
as in Instrument No. 525689 as amended by 648281,
being all of PIN 08357 0035 (LT), (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be ONE MILLION THREE HUNDRED AND EIGHTY THOUSAND DOLLARS CDN (\$1,380,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 1st, 2023**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **December 1st, 2023**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **December 15th, 2023**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 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 the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have

accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of 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 the Purchaser, the Vendor will deliver any sketch or survey of the Property within Vendor's control to the 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 the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **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 provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O., Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the 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.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

The undersigned Vendor agrees to the above offer.

IN WITNESS WHEREOF I/We have hereunto set my hand and seal this 2nd day of August, 2023.

16 WELLINGTON HOLDINGS LTD

Per: _____

Name: Jamie Crich, President

Per: _____

Name:

I/We have authority to bind the corporation

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London passed the _____ day of _____.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Jack M. Sousa, Brown Beattie O'Donovan, LLP, 1600-380 Wellington Street, London, ON
VENDOR'S LAWYER: Phone: 519-679-0400 Fax: 519-679-6350

PURCHASER'S LAWYER: Sachil Tatavari, Solicitor, 519-661-2469 (CITY) Ext. 4709 Fax: 519-661-0082

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the 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, the 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 completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 90 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the property and the conducting of such tests.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
6. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
7. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable to a mortgagee upon completion as set out in section 20 of the *Expropriations Act*.
8. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act, R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
9. **OCCUPANCY:** The Purchaser agrees that the Vendor may retain occupancy and possession of the Property upon the following terms:
 - a) Term: Expires February 28, 2024 ("Vacant Possession Date")
 - b) Utilities: Vendor to be responsible for Utilities to the Vacant Possession Date;
 - c) Insurance: Vendor shall at its sole cost and expense take out and maintain in full force and effect at all times throughout the Term general liability and property damage insurance written on a comprehensive basis with inclusive limits of five million dollars (\$5,000,000.00) for each occurrence. The Vendor shall provide a certificate evidencing continuation of coverage as herein provided naming the Purchaser as an Insured thereunder.
 - d) Vacant Possession shall occur on the Vacant Possession Date. The Vendor shall leave the Property in a clean broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.The terms of this paragraph 9 shall survive the completion of the transaction.
10. **RENTAL ITEMS/EXCLUDED FIXTURES:** The Purchaser will not assume the rental contract for any fixture which shall be paid out prior to closing.

Appendix A – Source of Financing Report

Appendix "A" Confidential

#23171
August 14, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 124-126 Wellington Road - Wellington Gateway Project
(Subledger LD210023)
RT1430-1B - Wellington Gateway - Land Rapid Transit
SJMA On Site Group Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	28,492,900	24,300,795	1,720,679	2,471,426
Total Expenditures	\$28,492,900	\$24,300,795	\$1,720,679	\$2,471,426

Sources of Financing

Capital Levy	3,005,102	2,562,967	181,477	260,657
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	21,487,798	21,487,798	0	0
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges))(Note 1)	4,000,000	250,030	1,539,202	2,210,769
Total Financing	\$28,492,900	\$24,300,795	\$1,720,679	\$2,471,426

Financial Note:

Purchase Cost	\$1,495,000
Add: Disturbance Allowance, Interest Penalties, Potential Business Loss	135,000
Add: Appraisal	5,000
Add: Legal Fees	30,000
Add: Land Transfer Tax	26,375
Add: HST @13%	216,450
Less: HST Rebate	-187,146
Total Purchase Cost	\$1,720,679

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

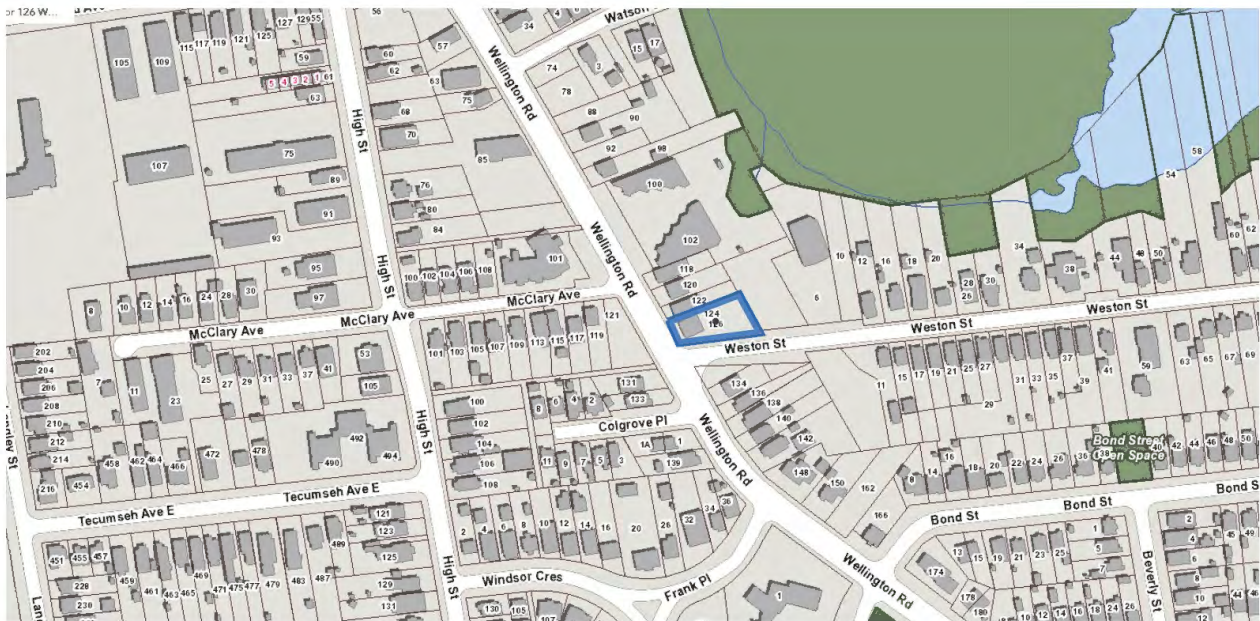


Alan Dunbar

Manager of Financial Planning & Policy

Appendix B – Location Map

124 -126 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: SJMA ON SITE GROUP INC.

COMMERCIAL TENANT: A+LINK ARCHITECTURE INC.

REAL PROPERTY:

Address: 124 -128 Wellington Road, London, ON N6C
4M8

Location: East side of Wellington Road, North of Weston Street

Legal Description: Part of Lot 4, Plan 312 (4th),
City of London, County of Middlesex,
as in Instrument No. 676511, S/T 676511,
being all of PIN 08357 0095 (LT), (the "Property")

- 1 **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
- 2 **SALE PRICE:** The purchase price shall be ONE MILLION FOUR HUNDRED AND NINETY-FIVE THOUSAND DOLLARS CDN (\$1,495,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit, and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
- 3 **ADJUSTMENTS:** Any realty taxes including local improvements rates and unmetered public or private utility charges as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
- 4 **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
- 5 **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 1, 2023**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
- 6 **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **September 8, 2023**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
- 7 **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **September 15, 2023** (Closing Date).
- 8 **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
- 9 **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and the Vendor will not collect HST if the Purchaser provides to the Vendor a

warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess and remit when due the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, if within the specified times referred to in paragraph 6 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 the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of 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 the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the 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 the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act, R.S.O. 1990*.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **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 provided.
18. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion, (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.

- 19. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor with respect to the subject matter hereof. 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.
- 20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
- 21. **INTERPRETATION:** Any references in this Agreement of Purchase and Sale, and Schedule "A" hereto, to the Vendor shall be deemed to include a+LINK Architecture Inc., and any references to a+LINK Architecture Inc. shall be deemed to include the Vendor.

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London passed this _____ day of _____


THE CORPORATION OF THE CITY OF LONDON

 Josh Morgan, Mayor

 Michael Schultness, City Clerk

I / WE the undersigned Vendor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

SJMA ON SITE GROUP INC.


 Eddie J. van der Maarel, President
 We have authority to bind the corporation.


 Stephen P. Mawdsley, Secretary

I / WE the undersigned agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

A+LINK ARCHITECTURE INC.


 Stephen P. Mawdsley, President
 We have authority to bind the corporation.


 Eddie J. van der Maarel, Managing Director

VENDOR'S LAWYER: Clark Armstrong, Lemmers LLP, 519-640-6346, Fax: 519-932-3346

PURCHASER'S LAWYER: Sachil Tafavari, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0066

SCHEDULE "A"

1. **LEGAL & RELATED COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary. The Vendor shall provide any reasonable supporting documentation required by the Purchaser in relation to the legal and appraisal costs upon request and prior to payment.

2. **SECTION 30 OF THE EXPROPRIATIONS ACT:** Pursuant to the provisions of Section 30 of the *Expropriations Act*, the Vendor hereby consents to the acquisition of the Property by the Purchaser.

The parties hereby consent to an application by the Vendor or the Purchaser to the Ontario Land Tribunal ("OLT") for the determination by OLT of the compensation which the Vendor would be entitled to by the *Expropriations Act* if the Property were expropriated, including but not limited to compensation payable under section 16 and section 19 of the *Expropriations Act* (Ontario). If no such application has been made to OLT on or before two (2) years following the Closing Date under this Agreement except where a longer period is contemplated by the *Expropriations Act*, e.g. the three-year period under section 19(1) of the said legislation, and subject to a written request by the Vendor to the Purchaser to extend, which request will not be unreasonably withheld, then the Vendor and the Purchaser shall be deemed to have accepted the amount of compensation stated in this Agreement, together with any services and materials to be provided by the Purchaser in this Agreement, as payment in full of any and all compensation due to the Vendor for the lands and all entitlements stated in the *Expropriations Act*.

The date of valuation of this Agreement is the date of its signing by the Vendor.

The above clauses do not limit the Purchaser and the Vendor from obtaining a final settlement of compensation prior to an application by the Vendor or the Purchaser to OLT.

This Agreement, made pursuant to Section 30 of the *Expropriations Act*, does not dispense with the OLT-led mediation protocol. The parties agree not to proceed to arbitration before OLT for the determination of the compensation unless the Purchaser and the Vendor have agreed to dispense with the OLT-led mediation protocol or negotiations before same do not result in a settlement of the compensation.

Notwithstanding the above, the Vendor agrees that payment of the Purchase Price shall constitute full and final compensation for the fair market value of the fee simple interest in the Property. The Vendor represents and warrants that any application made by the Vendor to the OLT for compensation under the *Expropriations Act* as a result of this acquisition shall expressly exclude claims relating to the fair market value of the Property. On or before completion, the Vendor shall provide a release in the City's form releasing any existing or future claims from the Vendor under the *Expropriations Act* relating to the fair market value of the Property.

3. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable as set out in section 20 of the *Expropriations Act*.
4. **SECTION 44 OF THE INCOME TAX ACT:** The Vendor and a+LINK Architecture Inc. are entering into this Agreement given that title to the Property is required for public purposes. The Purchaser acknowledges that absent this Agreement, the Purchaser would have been required to acquire the Property by expropriation in the future.
5. **REPLACEMENT PROPERTY EXPENSES:** The Purchaser agrees to pay the reasonable legal expenditures, general financing and bridge loan borrowing costs, moving expenses, and utility transfer costs incurred by the Vendor and/or by a+LINK Architecture Inc. in acquiring a similar replacement property, provided a claim is made within eighteen (18) months of the date of possession of the replacement property with the necessary supporting documentation and subject to the City's approval of said expenses for reasonableness.
6. **REBATE OF LAND TRANSFER TAX:** The Vendor will be responsible to apply to the Ministry of Revenue for an exemption to the payment of the Land Transfer Tax applicable to the replacement property costs up to but not exceeding the amount of the herein purchased property.
7. **COMMERCIAL LEASE CONDITION:** On or before the Closing Date, the Purchaser and a+LINK Architecture Inc. shall enter into a commercial lease agreement in the Purchaser's form to continue a+LINK's existing use of the Property for nominal rent (plus operating costs as determined by the parties hereto) for a term to expire January 1st, 2024.
8. **RESIDENTIAL TENANTS AT 126 WELLINGTON ROAD:** The Vendor represents and warrants that:

- a) the Property is subject to two tenancies with the following tenants (the "Tenants"):
 - Upper North Unit Tenants: Mike VanLeeuwen & Lisa VanLeeuwen
 - Upper South Unit Tenant: Karolina Krzyzanowska
- b) rent currently being charged to the Tenants is legal and all appropriate notices have been given to validate any rent increases affecting the Property;
- c) there are no outstanding applications, objections or investigations pertaining to the aforementioned tenancies and no outstanding orders or directions to roll back or rebate any rental amounts to the Tenants or previous tenants;
- d) there are no outstanding orders or directions regarding any improvements relating to or indicating any deterioration in the standard of maintenance and/or repair with respect to the Property;
- e) the Vendor shall provide the Purchaser (enent) acknowledgement forms completed by the Tenants in the form requested by the Purchaser on or before closing;
- f) the Vendor shall assign the existing lease for the upper south residential tenant to the Purchaser, on or before closing; and
- g) there is no existing written lease agreement for the upper north tenant.

Upon provision of the above and the completion of this transaction, the Purchaser acknowledges any and all obligation from the Vendor and/or from a+LINK Architecture Inc. shall have been conclusively deemed to have been satisfied and discharged in its entirety with respect to the residential tenants.

9. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the Property including all dwellings and buildings, on two (2) occasions, prior to the closing of this Agreement.

10. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants and obligations in sections 7, 9, 19-21 of the Agreement of Purchase and Sale, and clauses 1-13, inclusive, of this Schedule A shall survive and shall not merge upon the completion of this transaction.

11. **RENTAL ITEMS/EXCLUDED FIXTURES:** The Purchaser will not assume the rental contract for any equipment, which shall be paid out prior to closing.

12. **INSURANCE:** All buildings on the Property and all other things shall be and remain until the Closing Date at the risk of the Vendor. Pending completion, the 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, the 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 completion.

13. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.

Appendix A – License Agreement

LICENSE AGREEMENT

THIS AGREEMENT made this day of 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(the "*Licensor*")

and

LONDON HYDRO INC.

(the "*Licensee*")

WHEREAS:

- A. The Licensor is a municipal corporation and the owner of the lands known municipally as 869 Commissioners Road West, London, Ontario (the "*Lands*"); and
- B. The Licensee is a local distribution company providing energy services within the City of London and is the owner of an existing telecommunications tower and related equipment on the Lands; and
- C. The Licensor and the Licensee have agreed to enter into this license agreement in respect of the construction, maintenance and operation of a new Telecommunications Tower, Equipment Room, Servicing Connections, Transformer, and Back-up Generator on a portion of the Lands;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant

- (1) The Licensor grants to the Licensee, and the Licensee accepts, a limited, non-exclusive right to use and access those areas of the Lands designated by the Licensor and specifically shown as highlighted in red and labelled as "Location B" on Schedule "A" attached hereto (the "*Site*") for the installation, operation, maintenance and repair, at the Licensee's sole cost and expense, of a 60 metre (200 foot) telecommunications tower, equipment shelter, transformer and back-up generator (the "*Asset*") together with the right to install servicing wires and cables related to the operation of the Asset including across the Lands to connection points as reasonably required (the "*Wiring*") and any microwave dishes, antennas and other telecommunications equipment installed on the Site for the Licensee's sole use (the "*Licensee's Equipment*").
- (2) It is agreed to by both parties that the Asset, Wiring and Licensee's Equipment will be 100% owned by the Licensee but the Licensor shall be permitted to use the Asset in accordance with the terms of this Agreement, including for the installation, operation, maintenance and repair of microwave dishes, antennas and other related equipment for the Licensor's sole use (the "*Licensor's Equipment*").
- (3) The Licensee acknowledges that it has inspected the Site, that the Licensor has made no representations or warranties whatsoever respecting the condition thereof or its suitability for the Licensee's use or otherwise, that the Licensor has no obligation or duty to make any alterations, improvements or repairs whatsoever in and to the Site to make it ready for the Licensee's use and occupancy, and that the Licensee takes and accepts the Site in its present "as is, where is" condition. The Licensee acknowledges and agrees that the Licensor is making no representation or warranty with respect to the present or future condition of the Lands.

2. Term and Fee

- (1) The term of this Agreement (the "**Initial Term**") shall be for a period of Thirty-Five (35) years commencing on December 30, 2023 (the "**Commencement Date**") and terminating December 30, 2058 (the "**Expiry Date**"), subject to the renewal option contained in Section 2(4) below.
 - (2) The Licensee shall pay to the Licensor throughout the Term a license fee (the "**Basic Fee**") of Five Dollars (\$5.00) per annum, being a net license fee. Such Basic Fee shall be paid in advance, plus applicable taxes, without any deduction, abatement or set off and without demand on the first day or each anniversary year commencing from the Commencement Date.
 - (3) The Licensor shall pay to the Licensee throughout the Term or extensions provided in the Agreement herein a user fee (the "**User Fee**") of Five Dollars (\$5.00) per annum for the use of the Licensor's Equipment as specified in Section 1 subsection 2 above.
 - (4) In addition to the Basic Fee, the Licensee shall pay at the times and in the manner specified in Section 2(3) of this Agreement, the following:
 - a) The cost of supplying all utilities used or consumed by the Licensee in respect of the Licensee's Equipment and Asset shall be payable by the Licensee directly to the utility suppliers. The Licensee shall install a separate meter, at the Licensor's cost, for hydro used or consumed by the Licensor on the Site; and
 - b) all business taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against the Site or the Licensee's Equipment or Asset, and every tax and license fee in respect of any and every business related to the use or occupancy thereof by the Licensee (the "**Charges**").
 - (5) **Option to Renew:** Provided the Licensee is not in default under this Agreement and the Licensee has provided not more than twelve (12) months and at least six (6) months written notice to the Licensor, then the Licensee shall have the right to renew this Agreement indefinitely for increments of five (5) years each (the "**Renewal Term**") upon the same terms and conditions herein except that the Basic Fee as part of any future Renewal Term shall be determined by the Licensor using a qualified Accredited Appraiser Canadian Institute (ACI) appraiser and using commercially acceptable principles for rental analysis for telecom users and ground lease principles. The valuation date for the appraisal shall be the date notice of renewal is provided by the Licensee for each Renewal Term and any costs of the appraisal will be the responsibility of the Licensor. Except for the first Renewal Term where a new Basic Fee shall be established by the Licensor, the Basic Fee for subsequent periods shall, in no event, be less than the Basic Fee payable during the last twelve (12) month period immediately preceding the commencement of the Renewal Term. Where the parties are unable to agree on the Basic Fee payable during the Renewal Term on or before the date that is sixty (60) days prior to the expiration of the Term the resolution of the issue shall be immediately referred to arbitration in accordance with Section 6 below.
 - (6) **Option Early Termination of License Agreement – End of Licensor's Operational Needs:** During the Initial Term of this agreement, if the Licensor no longer requires the Wiring and Asset for its operational needs to operate the Licensor's Equipment and provided construction of the Asset has been substantially completed, then this agreement may be terminated by the Licensee Licensor upon sixty (60) days' written notice to the Licensee, provided that a new form of agreement is provided by the Licensor to facilitate the continued use by the Licensee (the "**New Form Agreement**"). The New Form Agreement will provide the Licensee similar rights and provisions granted in this agreement herein for the remainder of the initial Term period including the further extension rights as specified in Section 2(4) above. The Basic Fee shall not be payable by the Licensee to the Licensor for the remaining portion of the Initial Term under the New Form of Agreement.
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- (7) **Licensor Option to Purchase –Sale of Licensee:** In the event that the Licensor's beneficial interest in the voting shares of the Licensee becomes less than fifty-one percent (51%) of the total issued voting shares of the Licensee for any reason during the initial Term of the License Agreement, the Licensor shall have first right and option to purchase the Wiring and Asset from the Licensee, free and clear of an encumbrances (the "Option"), by providing the Licensee written notice of exercise within 180 days from the date of transfer of the Licensor's beneficial interest in the shares of the Licensee. The purchase price for the Wiring and Asset will be based on the greater of book value or market value for one hundred percent (100%) of the total Wiring and Asset value as assessed by an independent accredited valuation expert specializing in valuing telecommunication assets chosen jointly by the parties, for the calendar year that the Option is invoked by the Licensor. Upon the purchase price being determined, the parties shall agree to complete the sale of the Asset and Wiring as soon as reasonably practicable and prior to the sale or privatization of the Licensee. In the event the Option herein is exercised by the Licensor, the License Agreement herein shall be terminated upon the transfer of the Wiring and Asset to the Licensor and the Licensee or its assignee shall be granted a new License Agreement by the Licensor on the Licensor's form to facilitate the continued use of the Asset, the terms of which shall include that a new Basic Fee shall be payable to the Licensor under the new agreement for the period between when the transfer of the Wiring and Asset occurs and the expiry date of the Initial Term. In the event the Option is not exercised by the Licensor, the assignee of the Asset shall be required to enter into an assignment and assumption agreement in the Licensor's form assuming the terms and obligations as set in this agreement.
- (8) **Licensor Option to Purchase - Termination of License Agreement at end of Initial Term:** If the Licensee decides not to exercise its Option to Renew as stated in Section 2(5), the Licensor shall have first right to purchase the Wiring and Assets, free and clear of any encumbrances, by providing the Licensee written notice within 180 days from the expiration date of the Term (the "Option Period"). The purchase price for the Wiring and Assets will be based on the book value as per the Ontario Energy Board guidelines and using standard acceptable accounting principles. The transfer of sale shall be completed within 180 days of the Licensee receiving notice by the Licensor of exercising its right within this provision and all of the Licensee's Equipment shall be removed from the Asset on or before the date of transfer. In the event the Licensor does not exercise its right contemplated in this provision, the Licensee shall remove the Asset, Wiring, and all improvements above and below ground (except for the electrical and communication ducts) and the Licensee's equipment within 90 days of the expiry of the Option Period, or where it is not possible, a reasonable period as agreed to by the Licensor and Licensee, at the full cost and responsibility of the Licensee (the "Removal"). Should the Licensor have any Licensor Equipment located on the Asset, the Licensor agrees to remove the equipment within the same 90 day period.
- In the event the Removal is not completed within the specified time period above, all or any part of the Licensee's Equipment, Asset, and Wiring belonging to the Licensee, shall, if the Licensor so elects, be deemed abandoned and become the property of the Licensor without compensation to the Licensee. If the Licensor shall not so elect, the Licensor may remove such Equipment, Asset, and Wiring from the Site and Lands and charge the Licensee for all costs with the Removal. The Licensee shall save the Licensor harmless from all damage caused by such Removal. This condition shall survive beyond the length of the agreement herein or other agreement granted thereof.
- (9) **End of Asset Operational Life:** Should the Site and Asset no longer be operationally required by both parties at any stage of the initial Term or subsequent Renewal Term period or the Asset is deemed to be end of operational life by the Licensee, the Asset, including all improvements above and below ground (except for the electrical and communication ducts), and Wiring shall be decommissioned and removed from the Site. The total decommissioning costs of the Wiring, Licensee's Equipment, and Asset shall be the sole responsibility of the Licensee. The Licensor shall be responsible for the removal and costs of the Licensor's Equipment only. This condition shall survive beyond the length of the agreement herein or other agreement granted thereof. The Licensee agrees to the Removal of the Asset within a reasonable period as agreed to by the Licensor and Licensee.
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Appendix A Cont'd

3. Terms and Conditions of Use

- (1) The Licensor and Licensee both mutually agree to the hiring of a telecommunications consultant (the "Consultant") to assist in the overall design, procurement, and construction of the Wiring and Asset.

Notwithstanding the above, the Licensee will have direct responsibility and oversight of the overall construction of the Wiring and Asset subject to inputs from the Licensor and further subject to Section 3(2) below. The hiring of the Consultant shall be at the discretion of the Licensee, acting reasonably, in accordance with the Licensee's business and procurement policies. All costs for the Consultant, including any engineering drawings and engineering studies, are the sole responsibility of the Licensee. Such costs are not considered part of the Initial Studies costs detailed in Section 3(5) below.

- (2) The Licensor, at its sole expense, shall install the Licensor's Equipment, Wiring, and Asset. The location, size, compatibility, design, colour, material, type and method of installation of the Wiring, and Asset, and the plans and specifications related thereto, shall be subject to the prior written approval of the Licensor acting reasonably in accordance with typical municipal approvals. All work shall be subject to the reasonable supervision of the Licensor or its agents or contractors, and all access to the Site and the Wiring and Asset shall be during normal business hours only, as established by the Licensor from time to time and shall be subject to the Licensor's reasonable supervision. In no event will the Asset contain a visible design, insignia or other advertising.

All costs associated with the design, procurement, and construction of the Asset (the "Build Costs") shall also be the sole responsibility of the Licensee including but not limited to the infrastructure which shall include electrical service, fibre connections, Back Up Generator, and pad mount transformer. Except for the Licensor's Equipment, the Licensee further agrees that infrastructure will be put in place to allow use with the Licensor for the Licensor's Equipment. Any required landscaping, fencing, and yard construction are included as part of the Build Costs and considered part of the overall Asset. If separate hydro metering is required for the Licensee's Equipment and Licensor's Equipment, then the Licensor agrees to reimburse the Licensee for the installation of the Licensor's separate meter. Electricity billing shall be determined based on consumption used by each party and each party shall be appropriately responsible for those charges. With exception of fibre cabling provided by the Licensee, each party is responsible for their own telcom and/or internet use and charges. Any additional utility charges not referenced in this agreement are the responsibility of the Licensee. Any further specifications required by the Licensor for electrical and fibre connection requirements shall be provided to the Licensee during the design stage of the project.

Notwithstanding the above, both parties agree that the Licensee will install the concrete pad and appropriate servicing for the Back Up Generator as part of the overall Asset. The Back Up Generator shall be a standby diesel fuel source type and appropriately designed with the make, model, power, size, functionality, and fuel tank size mutually agreed upon between both parties and shall be installed by the Licensee within twelve (12) months of the Asset being fully operational by the Licensee (the "In Service Date"). Further repairs and replacements of the Back Up Generator and associated equipment are at the sole cost and expense of the Licensee.

- (3) The Licensor will not reimburse the Licensee for the Build Costs or any administration or management costs incurred by the Licensee or additional costs which are specific and exclusive to the use of the Licensee's Equipment.
 - (4) **Initial Studies:** Costs for initial studies required as a precondition to construction which include but are not limited to, archaeological, tree inventory study (if required), survey, migratory bird assessment (if required), environmental site assessment (if required), planning applications and fees, and geotechnical (the "Initial Studies") shall be shared equally on a 50/50 basis between both parties. The contribution by the Licensor to the Initial Studies herein is capped at a maximum amount of \$25,000.00 (USD) plus any applicable taxes, with any additional costs to be the sole responsibility of the Licensee. Both parties agree to mutually discuss and resolve any reconciliations to such costs where necessary.
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- (5) **Removal of Existing PUC Tower:** Within Six (6) months of the Asset being fully operational by the Licensee, the Licensee shall remove of the existing Public Utilities Commission (PUC) tower, and other improvements at the Licensee's sole cost and responsibility. The exposed part of the footings will be removed and made safe, but the underground part of the footings may be left in place provided the surface is repaired with asphalt or concrete as requested by the Licensor.
- (6) With exception to the Licensor's Equipment, the Site and Asset shall be used by the Licensee for the sole purpose of installation, operation and maintenance of the antenna equipment and connection to the Licensee's network. Each party shall obtain and maintain in good standing at all times the necessary approvals, permits and licenses as are required by Innovation, Science, and Economic Development Canada (the "ISED") (formerly Industry Canada), the Canadian Radio-television and Telecommunication Commission ("**CRTC**") and any other governmental body having jurisdiction. The parties acknowledge that no 3rd party co-locators (example: Bell, Rogers etc.) shall be granted any licence or other right to use the Asset, except as mutually agreed by amendment to this Agreement.
- (7) Notwithstanding any other term of this Agreement, the Licensee agrees not to use or permit the use of the Site for any purpose which is illegal or dangerous or which, in the Licensor's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Lands. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCBs) or other environmentally hazardous materials will either be used or stored in or around the Site, and no such materials will be used in any of the Licensee's Equipment or Wiring. A diesel Back-Up Generator is permitted provided spill containment and other environmental controls are implemented, to the satisfaction of the Licensor.
- (8) The Licensee, at its sole cost and expense, agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction. The Licensee also agrees to comply with the by-laws of the Licensor as adopted and amended by the Licensor from time to time, and will cause its agents, employees, invitees and visitors to do so.
- (9) Each party will comply with applicable Federal standards regarding radio equipment (the "**Technical Standards**"). If the Technical Standards require that either party modify, reduce, renovate or otherwise change its equipment or its operation, such party shall make such changes at its sole cost and expense within a reasonable time thereafter, but in any event no later than ninety (90) days unless otherwise agreed to by both parties.
- (10) The Licensee shall install the Licensee's Equipment, Asset, and the Wiring in exact accordance with plans and specifications approved by the Licensor in writing, attached hereto as **Schedule "B"**. The Licensee further agrees that any future enhancements to the tower which are required for the safety and integrity of the Asset, including any structural assessments and inspections, will remain the responsibility and cost of the Licensee. The Licensor agrees to install the Licensor's Equipment as listed in Schedule "B".

Notwithstanding the above, any future enhancements to the tower and Asset which are required due to the installation of subsequent equipment by the Licensor shall be borne by the Licensor and subject to the final review and approval by the Licensee acting reasonably. Both the Licensee and Licensor mutually agree that the Licensee's Equipment and Licensor's Equipment listed in **Schedule "B"** may periodically change from time to time provided Thirty (30) day notice is provided by either party and such changes are mutually agreed upon acting reasonably.

- (11) If, the presence and operation of new or additional equipment installed by either party equipment interferes with the business or operation of the other party's existing equipment or with any signals by any such person (operating within ISED guidelines), then the party with the interfering equipment shall, within five (5) days after receipt of a request from the other party, correct such interference as soon as possible but not more than five (5) days after receiving written notice of such interference. In the event it is not feasible to correct such interference within the five (5) days, the party shall provide periodic updates to the other as to the status of the efforts to correct such interference. If the party is not able to rectify the problem at the original location, but is able to rectify the problem by moving its
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equipment to another available location on the telecommunication tower, the party may be required to relocate its equipment at another location on the tower on the same terms and conditions set out in this Section.

- (12) The Licensee agrees to maintain the Site in a clean, attractive condition and in good repair and will not commit or allow any waste to be committed within any portion of the Site. Maintenance in terms of snow removal, landscaping and grass cutting within the fenced boundary of the Site shall be the responsibility and cost of the Licensee. Maintenance of the Lands located outside the Site area will remain the responsibility and cost of the Licensor.
- (13) Each party is responsible for the installation, maintenance, operation, and repair(s) of their own dedicated and exclusive telecom equipment including any license fees through the ISED and/or CRTC. Both parties shall have insurance to cover the respective infrastructure and equipment owned by each party.
- (14) The Licensee agrees that the highest available mounting point(s) of the telecommunication tower within the Asset shall be reserved for the exclusive use of the Licensor's Equipment during the Term and any Renewal Term periods thereof for present and future Licensor needs and requirements.
- (15) The Licensee agrees to provide reasonable security at all times during the Term of this Agreement, which will include perimeter fencing and may include but not be limited, to appropriate locks, anti-climb equipment, cameras, monitoring, and alarm systems to protect the overall safety and integrity of the Licensee's Site, Wiring, and Asset, at the Licensee's cost.

4. Insurance and Liability

- (1) Each party shall obtain and maintain insurance policies suitable for a corporation of its size covering the assets located on the premise under the corporate insurance policies of the party owning the assets.
 - (2) Each party shall prepare and maintain an itemized list of assets, and shall clearly label the assets, that are located on the premise for the purposes of ownership, maintenance, and insurance coverage. Estimated replacement value at the effective date of this Agreement is:
 - i. Hydro assets is (\$1,000,000)
 - ii. City assets is (\$1,000,000)
 - (3) Each party hereby further agrees to obtain and maintain at its own expense:
 - 1. general liability insurance and property damage insurance, including personal liability, contractual liability and owners' and contractors' protective insurance in a limit not less than \$10,000,000.00, and
 - 2. errors and omissions liability insurance in an amount not less than \$5,000,000.00.
 - (4) The Licensor reserves the right to request such higher limits of insurance or other types of policies appropriate to this agreement as the Licensor may reasonably require from time to time.
 - (5) Each party shall indemnify, defend and hold harmless the other from and against any and all third-party claims, demands, lawsuits, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, related to or arising out of the exercise of any rights conferred under this Agreement.
 - (6) Each party agrees to promptly notify the other of any such third-party claims, and to reasonably cooperate with the defense and settlement of any such claim.
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- (7) The Licensee releases, and shall indemnify and save harmless the Licensor and its their respective servants, agents, officers, employees and others for whom they are in law responsible, from and against all actions, suits, claims, damages, expenses, costs and liabilities arising out of or as a result of:
- a) any damage to or destruction or loss of the Licensee's Equipment, Asset, and Wiring or other property of the Licensee or others installed or kept by the Licensee at or relating to the Site; or
 - b) any sickness, disease, injury, death, damages for personal discomfort or illness, or consequential injury or damage (including, without limitation, loss of business income or profits), sustained by the Licensee or any customers of the Licensee, or any of their respective servants, agents, officers, employees, customers or others for whom they are in law responsible, resulting from any damage to, destruction of, or interference with the operation of the Equipment or Wiring or any tenant or occupant of space including the general public using the Lands except to the extent contributed to or caused by the act, omission or negligence of the Licensor, their respective servants, agents, officers, employees, for whom they are in law responsible.
- (8) Without limitation, the Licensor shall not be liable for any damage or inconvenience which may arise through:
- a) the leasing, licensing, or other permitted use by a third party of any other part of the Lands; or
 - b) any repair or alteration of any part of the Lands, or the construction of improvements by the Licensor, occupants or other licensees on the Lands

5. Restrictions on Assignment

- (1) The Licensee shall not assign any rights under this Agreement in whole or in part, or enter into any sublicense or otherwise permit any other party to occupy the Site or Asset or any part thereof except with the prior written consent of the Licensor, which consent may be unreasonably or arbitrarily withheld, provided that if the Licensor grants its consent, such sublicensee shall enter into an agreement with the Licensor assuming all of the obligations of the Licensee herein.
- (2) Subject to the foregoing, this Agreement shall enure to the benefit of and be binding on the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
- (3) Notwithstanding any assignment by the Licensee permitted herein, the Licensee shall not be released from performing any of the terms of this Agreement.

6. Dispute Resolution

Any dispute or controversy arising under or in connection with this Agreement shall be settled by arbitration upon the demand of either party under the following terms:

- (1) The hearing shall be conducted by a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration;
- (2) The seat of the arbitration shall be in London, Ontario and the arbitration shall be governed by the laws of the Province of Ontario, in accordance with the *Arbitration Act, 1991, S.O. 1991, c. 17*, as amended and the terms of this Agreement;
- (3) The award and determination of the arbitrator(s) or any two of the three arbitrators shall be final and binding upon the parties and their respective heirs, executors, administrators, and assigns from which there shall be no right of appeal; and
- (4) The parties will each be responsible for their own arbitration costs.
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7. Notices

- (1) Any notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:
 - a) If to the Licensee:

c/o London Hydro
Attn: Vice President – Operations & Planning
111 Horton Street
London ON N6A 4H6
Tel: 519-661-5503
Fax: 519-661-5838
Email: vanderbj@londonhydro.com
 - b) If to the Licensor:

The Corporation of the City of London
Attn: Realty Services
300 Dufferin Avenue
P.O. Box 5035
London, Ontario
N6A 4L9
General Phone Number: 519-661-5442
Fax: 519-661-5087
Email: realtyservices@london.ca
- (2) Either party may change its address or particulars for the purposes of the receipt of any notices in connection with this Agreement by giving notice in the same manner as provided in this Section 8.

8. Miscellaneous

- (1) Unless the context otherwise requires: words importing the singular in number only shall include the plural and *vice versa*; words importing the use of gender shall include the masculine, feminine and neuter genders; and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
 - (2) In the event of a default by the Licensee by failing to perform a term or condition under this Agreement, in addition to any other rights or remedies, the Licensor shall be entitled, at its option, to terminate this Agreement if such default has not been cured within thirty (30) days after notice in writing of such default.
 - (3) This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
 - (4) No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.
 - (5) Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused by, or materially contributed to, force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the
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Appendix A Cont'd

performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be force majeure.

- (6) Time, in all respects, shall remain of the essence provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by both of the parties or their respective solicitors, who are hereby expressly appointed for that purpose. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the Lease. This Agreement shall be interpreted according to and governed by the laws having jurisdiction in the Province of Ontario.
- (7) This License Agreement shall remain conditional upon (A) the Licensee obtaining final approval of the planning application and all necessary approvals on or before December 15, 2023 from Innovation, Science and Economic Development Canada (ISED) required to permit construction of the Asset and (B) on the parties agreeing on the design and engineering specifications of the Asset and Wiring by that date and (C) Obtaining final approval on the cost of the project by the Licensee's Chief Operating Officer (CEO) by that date (the "Final Conditions"). Provided either condition above is not satisfied within the time prescribed, either party may thereafter provide the other notice of termination in writing and this Agreement shall come to an end and be considered void with no further obligations owing to either party.

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Appendix A Cont'd

IN WITNESS WHEREOF the parties have executed this Agreement.

LICENSOR:

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name: Josh Morgan
Title: Mayor

Per: _____
Name: Michael Schultness
Title: City Clerk

LICENSEE:

LONDON HYDRO

Per: _____
Name: Jac Vanderburen
Title: Vice President - Operations & Planning

I Have Authority to bind the Corporation

SCHEDULE "A"

LOCATION MAP OF LICENSER'S ASSET AND ACCESS



Approximate Location of Asset Shown as Location B



Approximate Location Shown as Location B

SCHEDULE "B"
PLANS & SPECIFICATIONS

Project Specifications

Tower Specifications		Shelter Specification	
Height	200 ft (60m)	Size	TBD
Type	Self-supporting, lattice, three legged	Type	Engineered prefabrication, steel
Foundation	One foundation per leg	Service	Single Phase 240/120V, 200A
Colour	Grey	Colour	White or grey
Coaxial Raceway	Waveguide or similar	Emergency Power	Diesel generator
Lighting	As required by NAV Canada and Transport Canada	Compound Security	Chain link fence with barbed wire, alarm and surveillance

Licensee's Equipment Antenna Specifications

Attachment	Type	Elevation (M)	Transmission Line	AZ	Position
1	Sinclair SD314/214D-SF2P2SNM(D00B)	38.1	Helix AVA5-50 7/8"	Omni	
2	Wavelink PRO890-12 or Sinclair SY415-SFXSNM(ABK)	27.43	Helix AVA5-50 7/8"	62.25	
3	SEL 235-0234	TBD	Helix AVA5-50 7/8"	Omni	

Note: Design subject to final engineering review.

Appendix A Cont'd

Licensors' Equipment Antenna Specifications

Attachment	Type	Description	Quantity	Elevation (M)	Transmission Line	AZ	Position
1 SC46A-HF1LDF		Transmit Antennas	2	60	LCFS114 or Similar	Omni	
2 SC46A-HF1LDF		Receive Antenna	1	60	Jumper	Omni	
3 Comilit CP00732		Tower Mounted Amplifier	1	60	LCF112 or Similar	N/A	
4 CommScope VHLF2-23-DET/D (RPE 7205D)		Microwave Dish	1	30	Avail Jumper (Cable Cf 269.43)		
5 CommScope VHLF3-15-DET/A (RPE 7150A)		Microwave Dish	1	30	Avail Jumper (Cable Cf 122.66)		



Appendix A – Location Map and Aerial of The Property

Huron Industrial Park C1 Lands Location Map

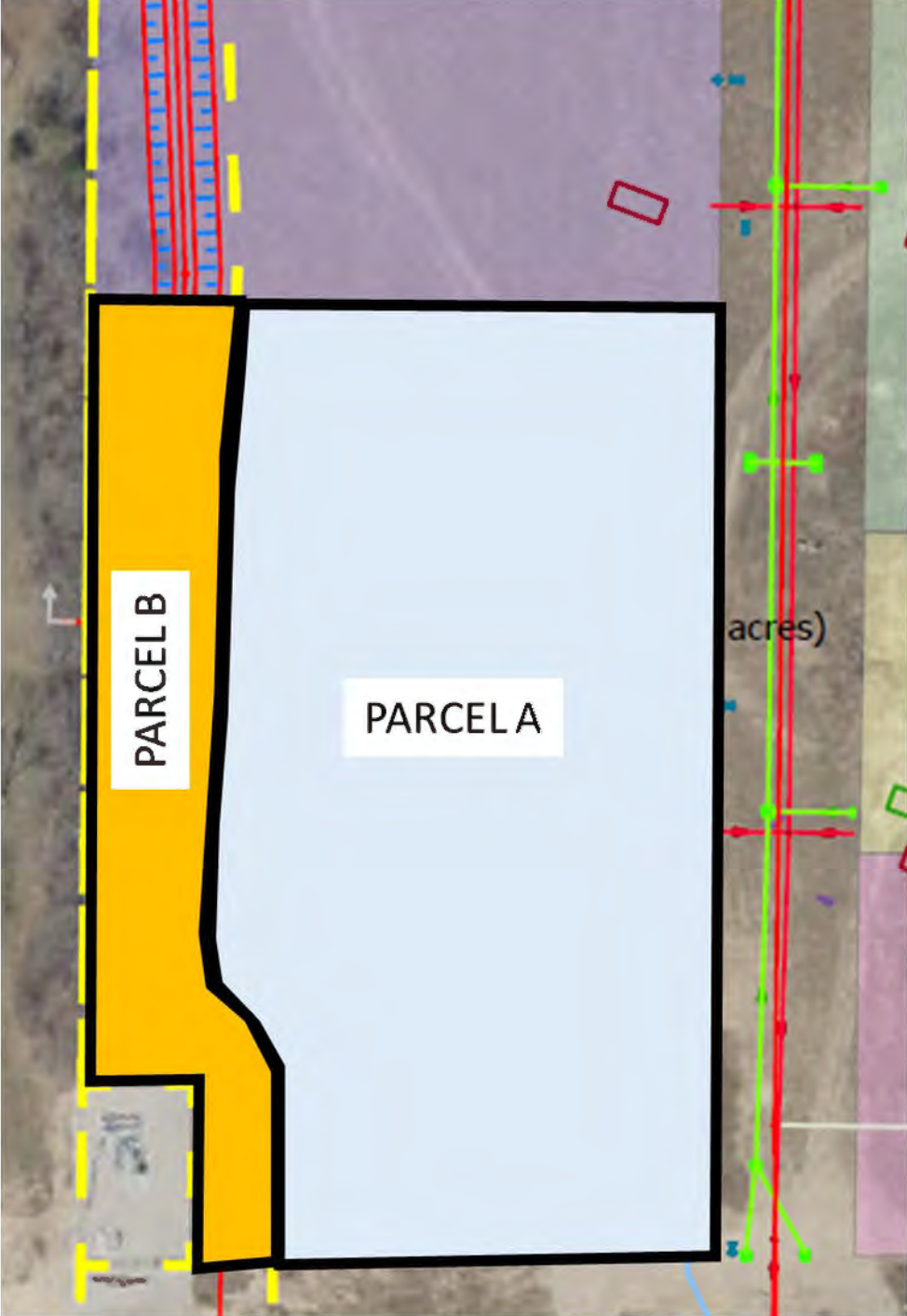
The Property Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

Appendix A – Location Map and Aerial of The Property

The Property Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the _____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

RAVEN WINDOWS INC.

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **3 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3.; London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and further labelled as Parcel A and Parcel B attached hereto as Schedule "C" to this Agreement, for the price of approximately:

Four Hundred and Nineteen Thousand Four Hundred Dollars (\$419,400.00)

of lawful money of Canada calculated at the rate of contained within Schedule "D" of this Agreement, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

Forty One Thousand Nine Hundred and Forty Dollars (\$41,940.00)

cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. 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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option agreement in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, & D attached hereto form part of this Agreement.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 3

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30th, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this _____ day of _____, 2023.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:

CLAUDIA Bud
VICE PRESIDENT of RAVEN WINDOWS INC

) RAVEN WINDOWS INC.

) Purchaser

)

)

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)

) **Signature of Signing Officer**

) Augustin Bud, Sole owner

) I have authority to bind the Corporation

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ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Black" and "Site Map"
Schedule "D" attached - "Additional Terms and Conditions"


Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel A and Parcel B (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Raven Windows Inc. 1116 Dearness Dr., Unit 21, London, ON, N6E 1N9
Local Company:	<u>Yes</u> No
Intended Use of Building - (Describe):	Design and manufacturing of Custom Doors and Windows
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Custom Doors and Windows.
Number of Employees Anticipated:	10 (Full Time)
Number of Square Feet of Building Proposed:	25,000 sq. ft.
Number of Square Feet in Property Purchase:	130,680 sq. ft. (3 acres)
Proposed Building Coverage as % of Lot Area For Light Industrial Lands Only:	Twenty Four Percent (24%)
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Adnan D Chahbar, Partner, Siskinds LLP 275 Dundas St. Unit 1, London, ON N6B 3L1
Telephone:	519-672-2121
Email:	adnan.chahbar@siskinds.com
Purchaser's Executive Completing this Form: Augustin Bud, Sole owner Sole Owner, Raven Windows Inc.	 _____ (signature) I have authority to bind the Corporation

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 Attachment "A"

Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 6

4.10.8 A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9 A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10 A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

4.10.11 At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12 Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13 A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14 The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15 The transaction shall be completed within 90 days of the passing of the by law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16 Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

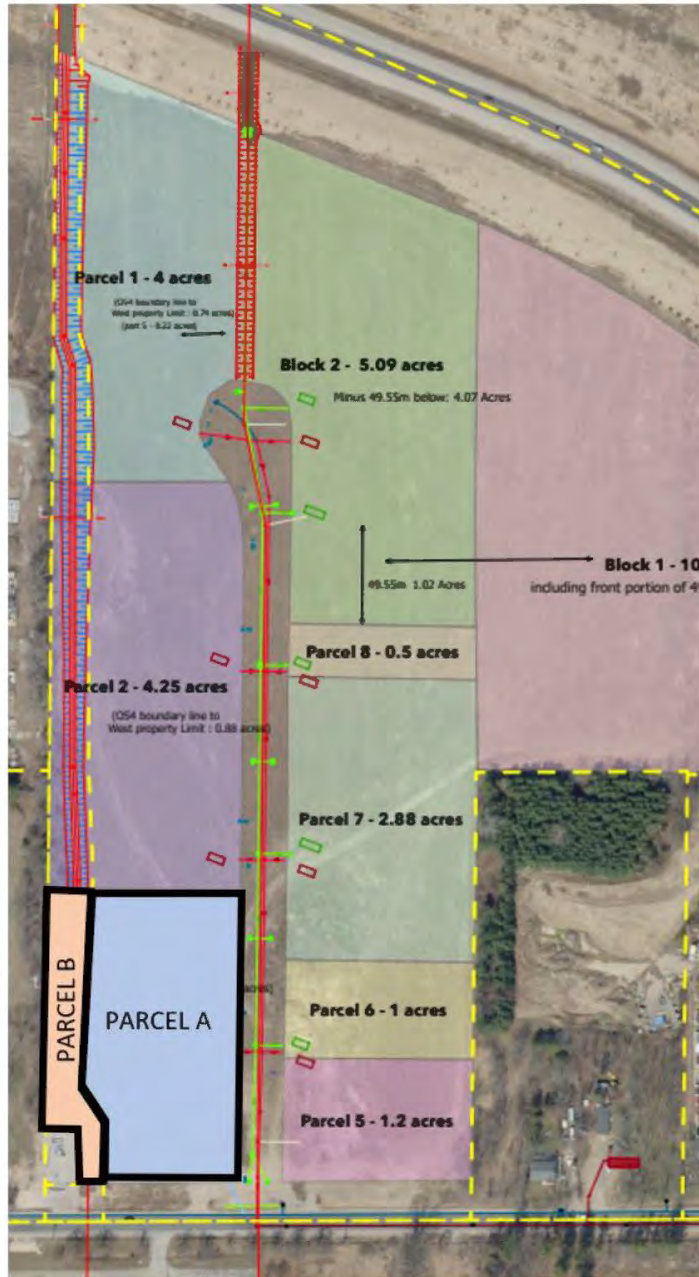
4.10.17 Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18 The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19 The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20 The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

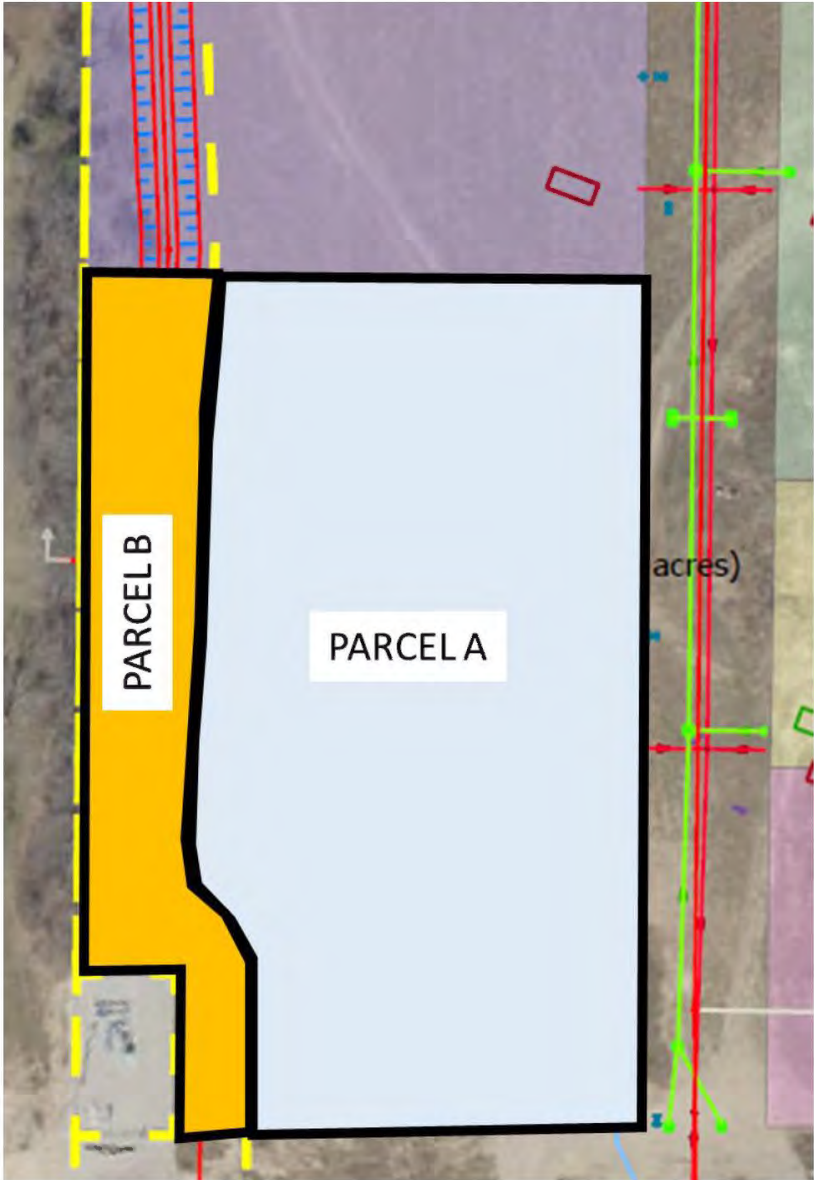
SCHEDULE "C"
The Property Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "C" Cont'd

The Property Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramourncy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

Open Space Lands (Parcel B)

The Purchaser acknowledges and agrees that development within the Open Space 4 (OS4) lands shown as Parcel B in Schedule C is not permitted. The Purchaser further acknowledges and agrees that the Parcel B lands remain subject to regulation by the Upper Thames River Conservation Authority (UTRCA) and that all future drainage flows, maintenance, and potential removal of invasive species such as phragmites within the property, are the sole cost and responsibility of the Purchaser. This condition shall survive and not merge on the completion of this transaction.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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made within such time, the Purchaser shall be conclusively deemed to have waived this condition. 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.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

Vendor Condition – Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which

any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

Parcel A - (Zoned Light Industrial 2): 2.36 acres multiplied by a land rate of \$175,000 per acre

Plus:

Parcel B - (Zoned Open Space 4): 0.64 acres multiplied by a land rate of \$10,000 per acre.

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre for Parcel A and \$10,000 per acre for Parcel B.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

Survival of Conditions

The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

Appendix A – Location Map and Aerial

Parcel 8 Shown in the Huron Industrial Park (C1) Industrial Subdivision



The Property "Parcel 8"



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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CLASS 1 SALE

THIS INDENTURE dated the _____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

DHANDABANI RAMAKRISHNAN, In Trust for a Corporation to be Incorporated

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **0.90 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Commission 3, London's Union Two and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as "Formal B" in sketch attached hereto as Schedule "C" in the Agreement, for the price of approximately:

Eighty Seven Thousand and Five Hundred Dollars (\$87,500.00)
of lawful money of Canada calculated at the rate of

One Hundred and Seventy Five Thousand Dollars (\$175,000)
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

Eight Thousand Seven Hundred and Fifty Dollars (\$8,750.00)
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 30 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any such objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all moneys theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

DHANDABANI RAMAKRISHNAN

6. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, agreed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed of transfer shall be prepared in registrable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his (own) documents.

9. **Planning Act.** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. **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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, residential land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City in the City's form, granting an option to repurchase the Property in accordance with the said Policy, and hereby consent to the City's registration of a notice of the option in accordance with the registration of the Deed.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, & D attached hereto form part of this Agreement

EDWARD

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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18 This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30th, 2023**, after which time, if not accepted, this Agreement shall be null and void and the money shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officer, this _____ day of _____, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

Witness:

RIVERSIDE BURGEON INC.
(To be incorporated)
Purchaser

Signature of Signing Officer
Chandrabani Ramakrishna
In Trust for a Corporation To be Incorporated

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

John Morgan, Mayor

Michael Schultze, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Services Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Duffrey Property to Sell" and "Site Map"
Schedule "D" attached - "Additional Terms and Conditions"

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
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SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes, and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Cont./Part No./Block, etc., Acres:	Huron Industrial Park Part of South 21 Lot 4, Concession 3 Shown as Parcel B (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Riverside Burgeon Inc 30 Duncan Crescent, London, On N6V 1E6
Local Company:	<u>Yes</u> No
Intended Use of Building - (Describe):	Food Processing, Packaging and Supply Indian Spices and Food Products
Major Industrial Classification of User:	Food Processing and Packaging and Supply Company
List of Products Manufactured/Handled:	Variety of Indian Spices and Food Products
Number of Employees Anticipated:	2-5 (Full Time)
Number of Square Feet of Building Proposed:	6,000 sq. ft.
Number of Square Feet in Property Purchase:	21,780 sq. ft. (0.05 acres)
Proposed Building Coverage as % of Lot Area:	Twenty Eight Percent (28%)
Mandatory Building Coverage Starting 1st Year:	Twenty Percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address: Email: Telephone:	Peter J. Gulgley, Barrister & Solicitor 824 Oylora St. E., London, On N6Y 3J8 petergulgley@london.lawyer.ca 619453-3393
Purchaser's Executive Completing this Form: Title/Address/Name/Address, In Trust for a Corporation To be Incorporated:	 _____ (signature)

Josh Morgan, Mayor

Michael Scullhess, City Clerk

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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SCHEDULE "B"

Excerpt from By-law No. A - 8751-2018 Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 Attachment "A"

Disposal of Industrial Land Procedures

4.10.1 The purpose of this policy is to establish the terms upon which City-owned (or) City industrial land is to be sold and transferred.

4.10.2 This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3 In this policy,

a) Commencement of construction means the date upon which a building permit is issued by the City;

b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;

c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4 A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5 A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall, in the sole discretion of the City, convey the land to the City in accordance with Section 4.10.18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days' notice of the City's intention to exercise its option to repurchase under Section 4.10.18, and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P. 13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to convey the vacant part to the City in accordance with Section 4.10.18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6 The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7 A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure existing or to be erected upon land of the purchaser-suiting the land.

Edmundson

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
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4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.6. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.6. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 (days after notification) within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

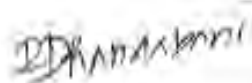
4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 80 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

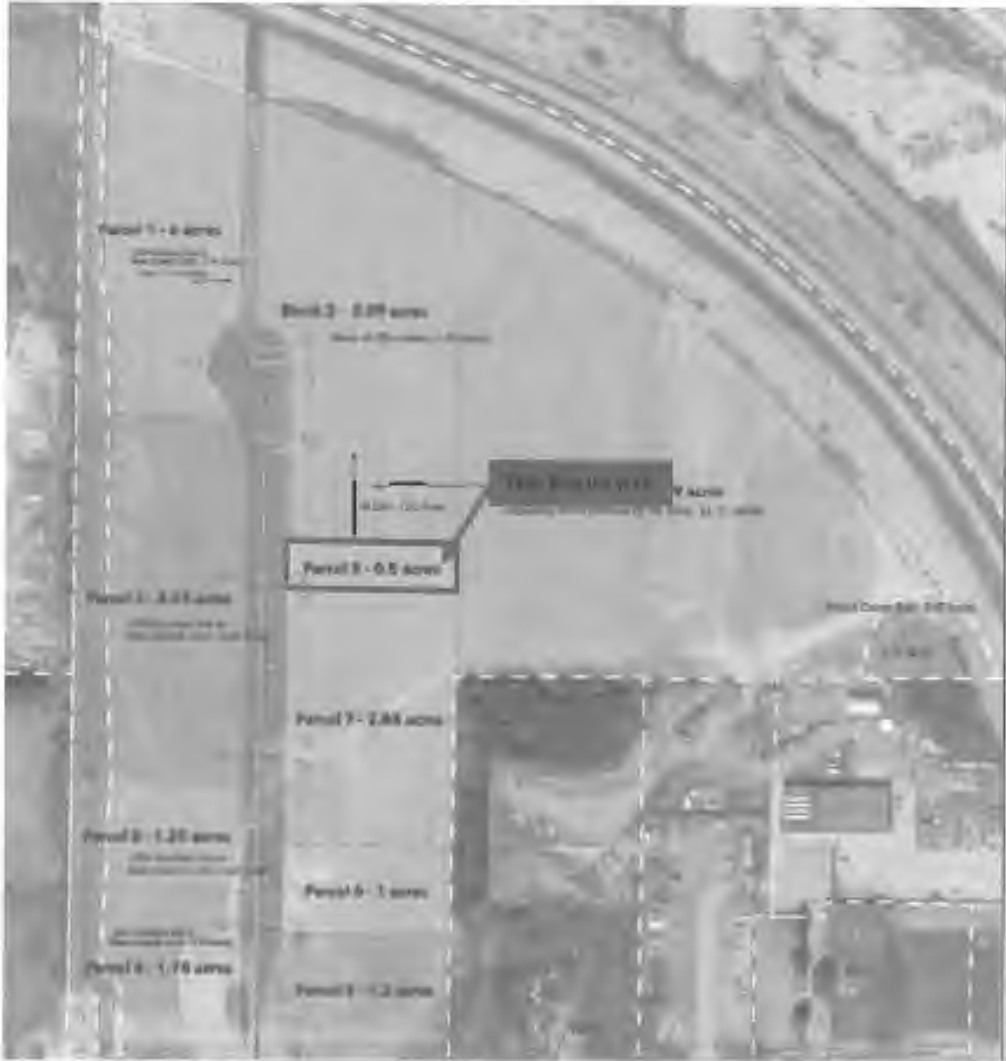
4.10.19. The cost of service connections from (to) (and/or) the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.



SCHEDULE "C"

PROPERTY SHOWN AS PARCEL 8



SUBJECT TO FINAL REFERENCE PLAN

EDD Handa Bani

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Prematurity of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" therein, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. 4-6151-17 or any policy of The Corporation of the City of London, the provisions of the Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed in such storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to the plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority (UTCA), Ministry of Environment and Climate Change (MOEC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself as to its site risk and cost as to the total developable area available on the property.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be of no effect and all monies heretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. 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 City as aforesaid within the time period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental concerns is made in writing to the Vendor, when the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any

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Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
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intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys on, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to the zoning or building bylaw, compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario's *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, cause in action, suit, proceeding or complaint.

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Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
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Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies and departments having jurisdiction to release, in the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soil investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soil testing for its proposed development.

Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

Reference Plan

The Vendor agrees to prepare and deposit on file, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

0.59 acre multiplied by One Hundred and Seventy-Five Thousand per acre (\$175,000).

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months without condition, to facilitate the deposit of the reference plan prior to closing.

REDAK MABANI

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
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Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs (including disbursements and applicable taxes, as required) to complete the transaction.

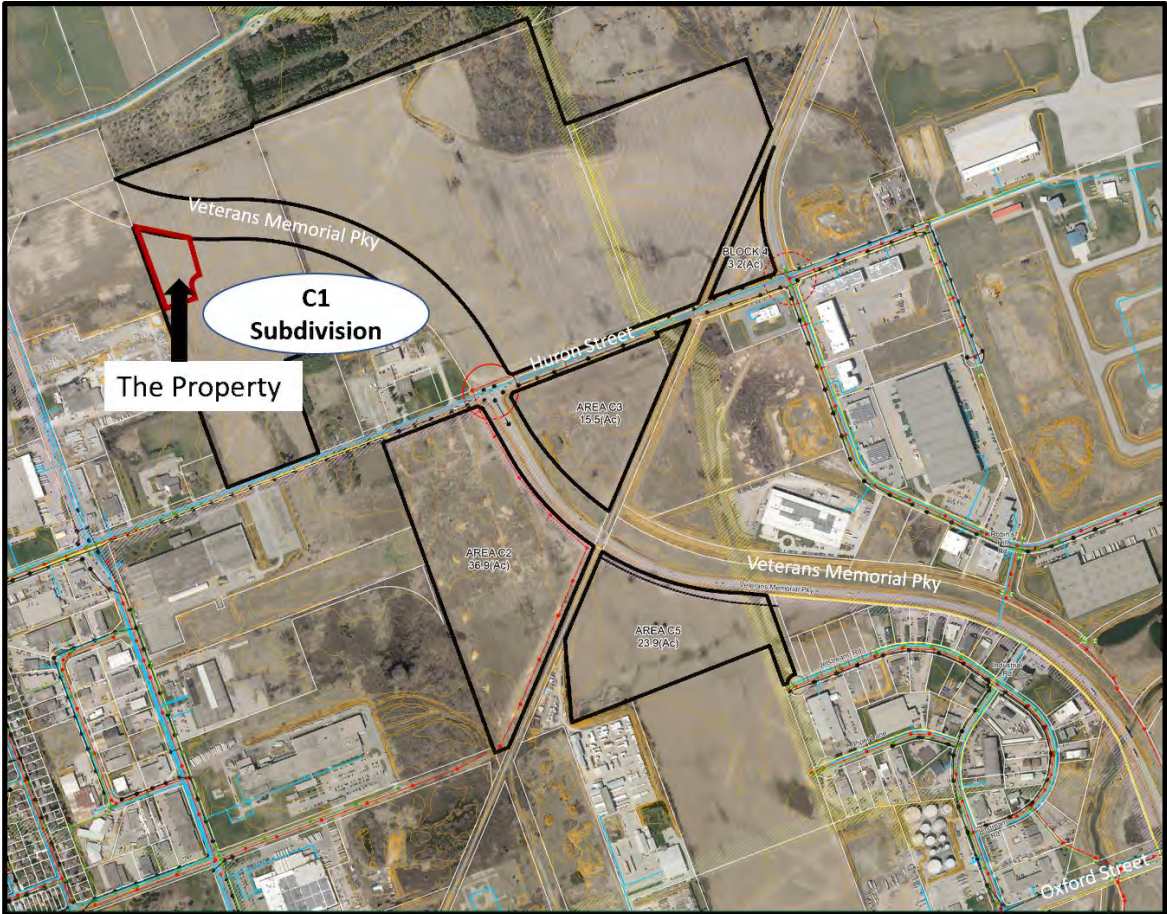
Survival of Conditions:

The obligations of the Parties contained in this Schedule B shall survive and not terminate or be completely or partially extinguished.

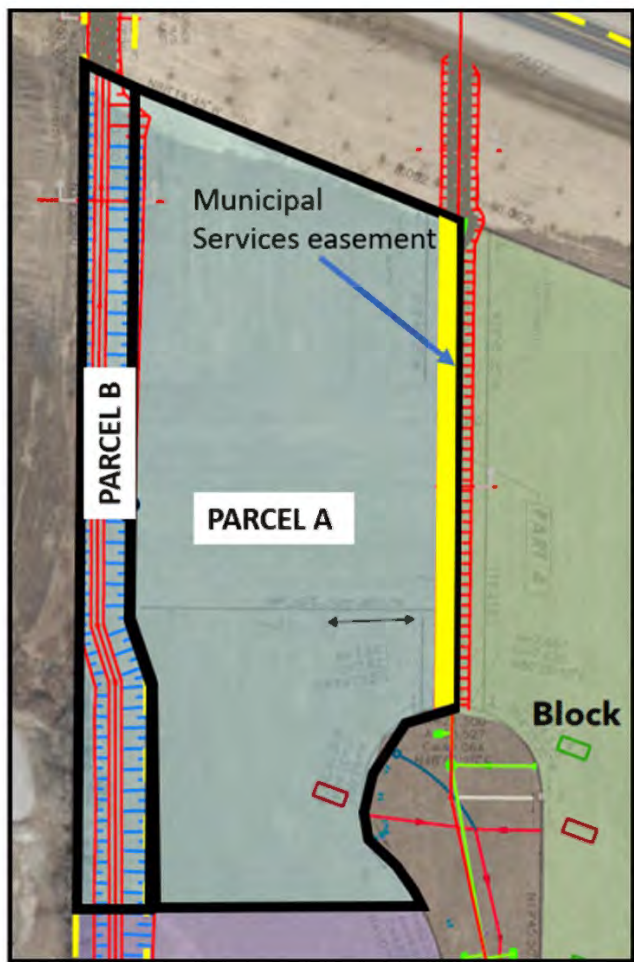


Appendix A – Location Map and Aerial

Huron Industrial Park C1 Lands



The Property
Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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CLASS 1 SALE

THIS INDENTURE dated the _____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

HURON INDUSTRIAL INC.

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **4 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3, London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and further labelled as Parcel A and Parcel B attached hereto as Schedule "C" to this Agreement, for the price of approximately:

Six Hundred and Six Thousand Four Hundred and Twenty Five Dollars (\$606,425.00)

of lawful money of Canada calculated at the rate of contained within Schedule "D" of this Agreement, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

Sixty Thousand Six Hundred and Forty Two Dollars (\$60,642.00)

cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
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5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. 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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, D, & E attached hereto form part of this Agreement.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30th, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 24th day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of


Witness:

) **HURON INDUSTRIAL INC.**

) Purchaser

)

)

)

)

)



) **Signature of Signing Officer**

) Ray Givens, P. Eng., President

) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining The Property in Black" and "Site Map"
Schedule "D" attached - "Additional Terms and Conditions"
Schedule "E" attached - "Municipal Services Easement"

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON


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SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel A and Parcel B (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Huron Industrial Inc. 327 Sovereign Rd., London, On, N6M 1A6
Local Company:	<u>Yes</u> No
Intended Use of Building - (Describe):	Design and manufacturing of Manipulators, Light Cranes and Custom Machinery
Major Industrial Classification of User:	Advanced Manufacturing
List of Products Manufactured/Handled:	Robotic Arms and Material handling devices.
Number of Employees Anticipated:	30 (Full Time)
Number of Square Feet of Building Proposed:	29,000 sq. ft.
Number of Square Feet in Property Purchase:	174,240 sq. ft. (4 acres)
Proposed Building Coverage as % of Lot Area For Light Industrial Lands Only:	Twenty Percent (20%)
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address: Telephone: Email:	Laird French, Carlyle Peterson Lawyers LLP 7-717 Richmond St., London, ON, N6A 1S2 519-432-0632 lfrench@cplaw.com
Purchaser's Executive Completing this Form: Ray Givens, P. Eng. President, Huron Industrial Inc.	 (signature) I have authority to bind the Corporation

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 Attachment "A"

Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

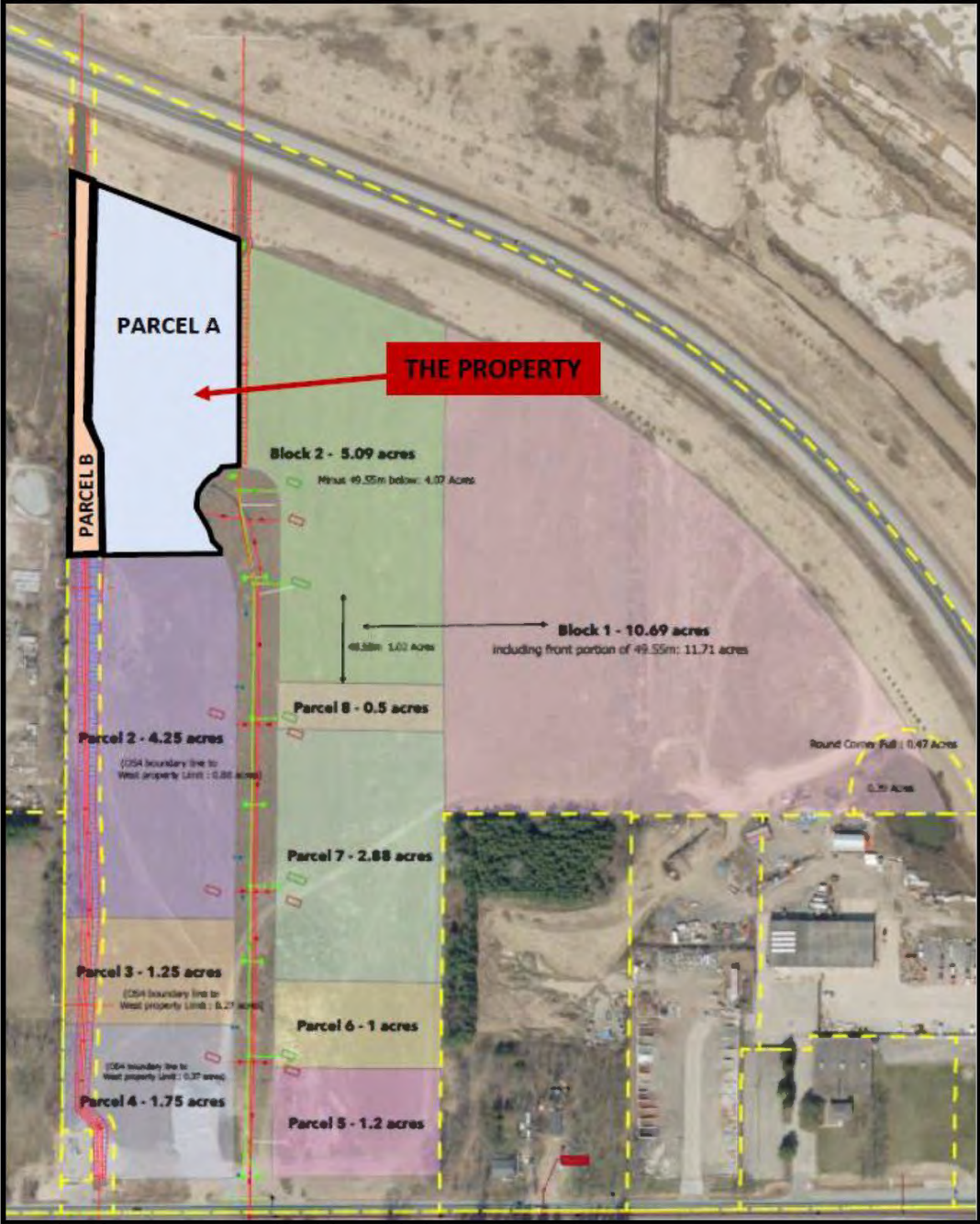
4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C"
The Property

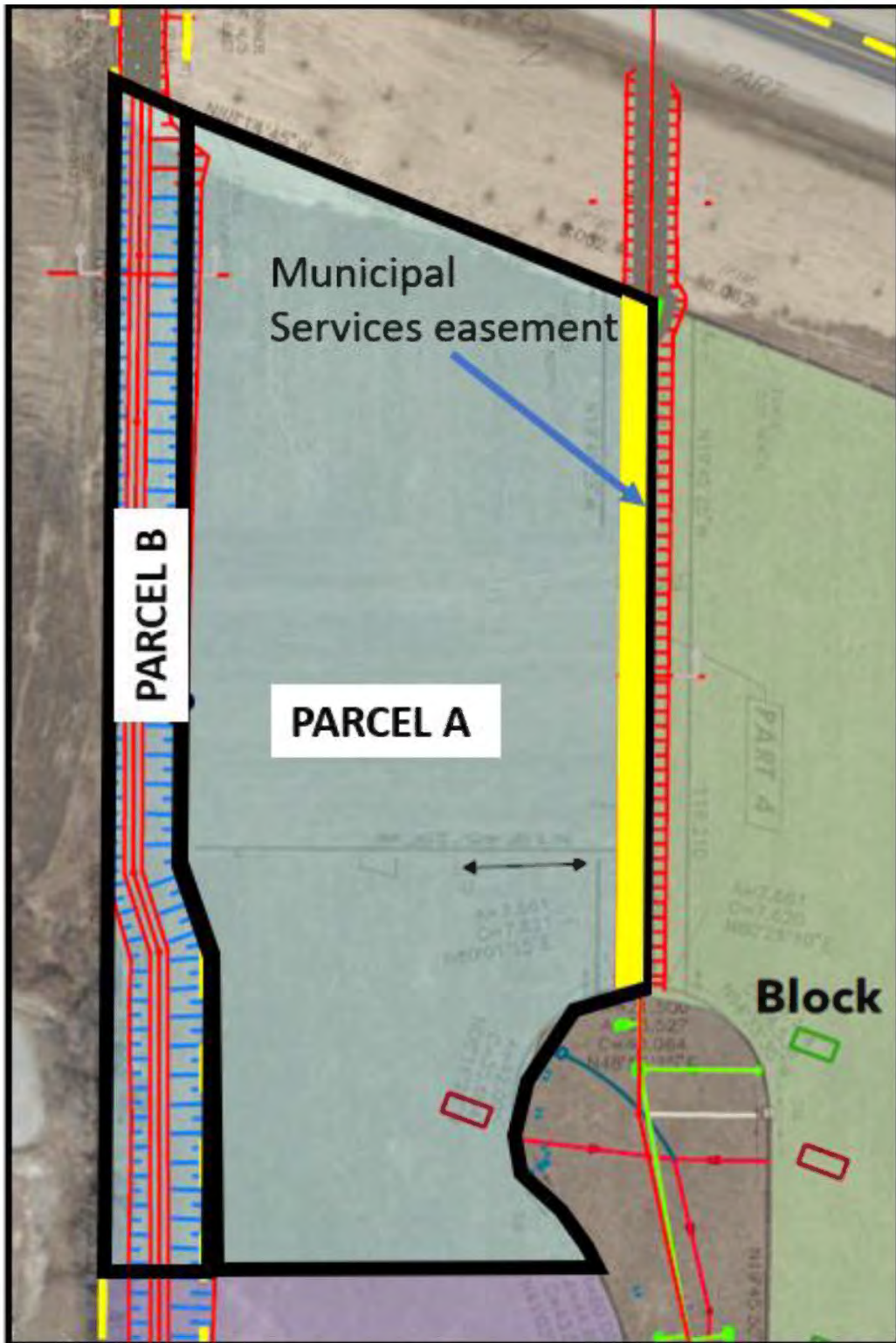
PROPERTY SHOWN AS PARCEL A & PARCEL B



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "C" Cont'd
The Property

PROPERTY SHOWN AS PARCEL A & PARCEL B



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

Open Space Lands (Parcel B)

The Purchaser acknowledges and agrees that development within the Open Space 4 (OS4) lands shown as Parcel B in Schedule C is not permitted. The Purchaser further acknowledges and agrees that the Parcel B lands remain subject to regulation by the Upper Thames River Conservation Authority (UTRCA) and that all future drainage flows, maintenance, and potential removal of invasive species such as phragmites within the property, are the sole cost and responsibility of the Purchaser. This condition shall survive and not merge on the completion of this transaction.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or

any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

Parcel A - (Zoned Light Industrial 2): 3.26 acres multiplied by a land rate of \$183,750 per acre (includes the 5% VMP surcharge)

Plus:

Parcel B - (Zoned Open Space 4): 0.74 acres multiplied by a land rate of \$10,000 per acre.

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$183,750 per acre for Parcel A and \$10,000 per acre for Parcel B.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

Municipal Services and Roadway Easements

The Purchaser agrees to transfer to the Vendor a municipal services easement as shown in Schedule "E", for nominal consideration over the portion of lands described as Part 5 in Plan 33R-21486 which is part of Parcel A and shown highlighted in yellow on the plan attached hereto as Schedule "C". This condition shall survive and not merge on the completion of this transaction.

Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

Survival of Conditions

The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

Schedule "E"

MUNICIPAL SERVICES EASEMENT

THIS EASEMENT made this ___ day of _____, 2006.

BETWEEN:

[TRANSFEROR]

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O., 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [DESCRIPTION] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development

Schedule "E" Cont'd

approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

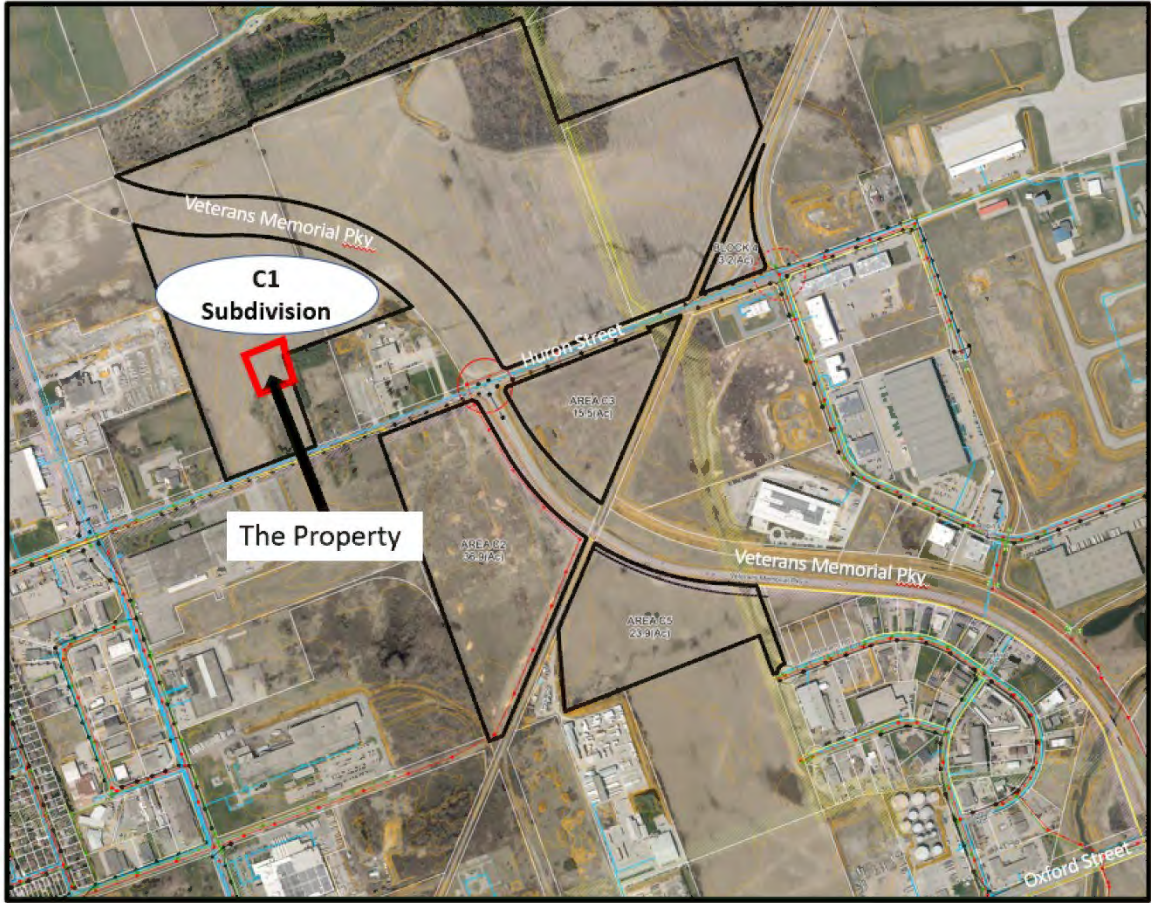
THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

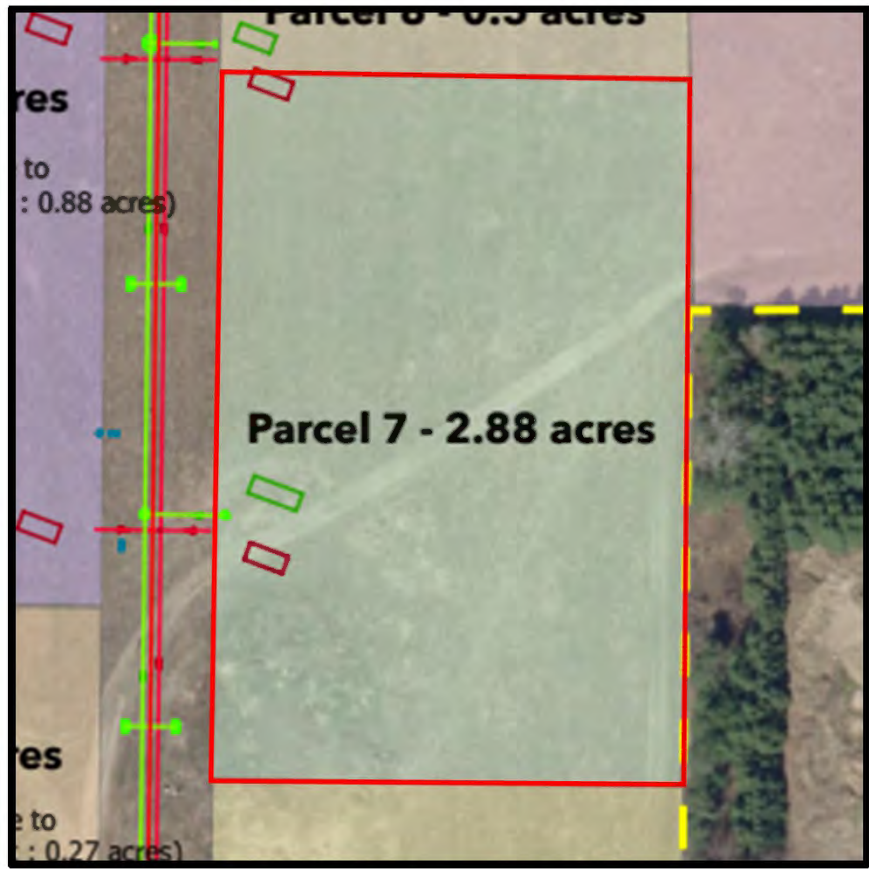
WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

Appendix A – Location Map and Aerial

Huron Industrial Park (C1) Industrial Subdivision



The Property shown as Parcel 7 Being Sold to the Purchaser



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 4th day of July, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

WYEDEL POWER INC.

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **2.88 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3, London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 7 in the sketch attached hereto as Schedule "C" to this Agreement, for the price of approximately:

Five Hundred and Four Thousand Dollars **(\$504,000.00)**
of lawful money of Canada calculated at the rate of

One Hundred and Seventy Five Thousand Dollars **(\$175,000)**
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits
Fifty Thousand and Four Hundred Dollars **(\$50,400.00)**
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

[Handwritten mark]

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. 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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, & D attached hereto form part of this Agreement.



Appendix B – Agreement of Purchase and Sale Cont'd

**AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON**

PAGE 3


16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30th, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 4th day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of


Witness: JAY SHARMA


Witness: JAY SHARMA

) **WYEDEL POWER INC.**

) Purchaser

)

)

)

)

) **Signature of Signing Officer**

) Chander Pal Sharma, Director

) I have authority to bind the Corporation

)

) **Signature of Signing Officer**

) Gursharan Baraj, Director

) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red" and "Site Map"
Schedule "D" attached - "Additional Terms and Conditions"

Realtor: Jay Sharma, Salesperson
Right at Home Realty Inc., Brokerage
480 Eglinton Avenue, West Unit 30
Mississauga ON L5R 0G2



Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

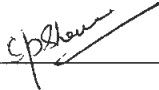

PAGE 4

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel 7 (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Wyedel Power Inc. 2064 Redan Drive, Mississauga, On L4Y 1N8
Local Company:	Yes <u>No</u>
Intended Use of Building - (Describe):	Design, Manufacture and Supply of Power Control Transformers & Power Supply Products
Major Industrial Classification of User:	Advanced Manufacturing
List of Products Manufactured/Handled:	Transformers for electrical supply panels.
Number of Employees Anticipated:	7-10 (Full Time)
Number of Square Feet of Building Proposed:	40,000 sq. ft.
Number of Square Feet in Property Purchase:	125,452 sq. ft.
Proposed Building Coverage as % of Lot Area:	Thirty One Percent (31%)
Mandatory Building Coverage Starting 1st Year:	Twenty Percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Douglas Hancock DH Professional Corporation 51 Village Centre Pl, Mississauga, On, L4Z 1V9 905-273-3339
Telephone:	
Purchaser's Executive Completing this Form: Chander Pal Sharma, Director, Wyedel Power Inc.	 _____ (signature) I have authority to bind the Corporation.
Purchaser's Executive Completing this Form: Gursharan Baraj, Director, Wyedel Power Inc.	 _____ (signature) I have authority to bind the Corporation.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.-6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 Attachment "A"

Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.



4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

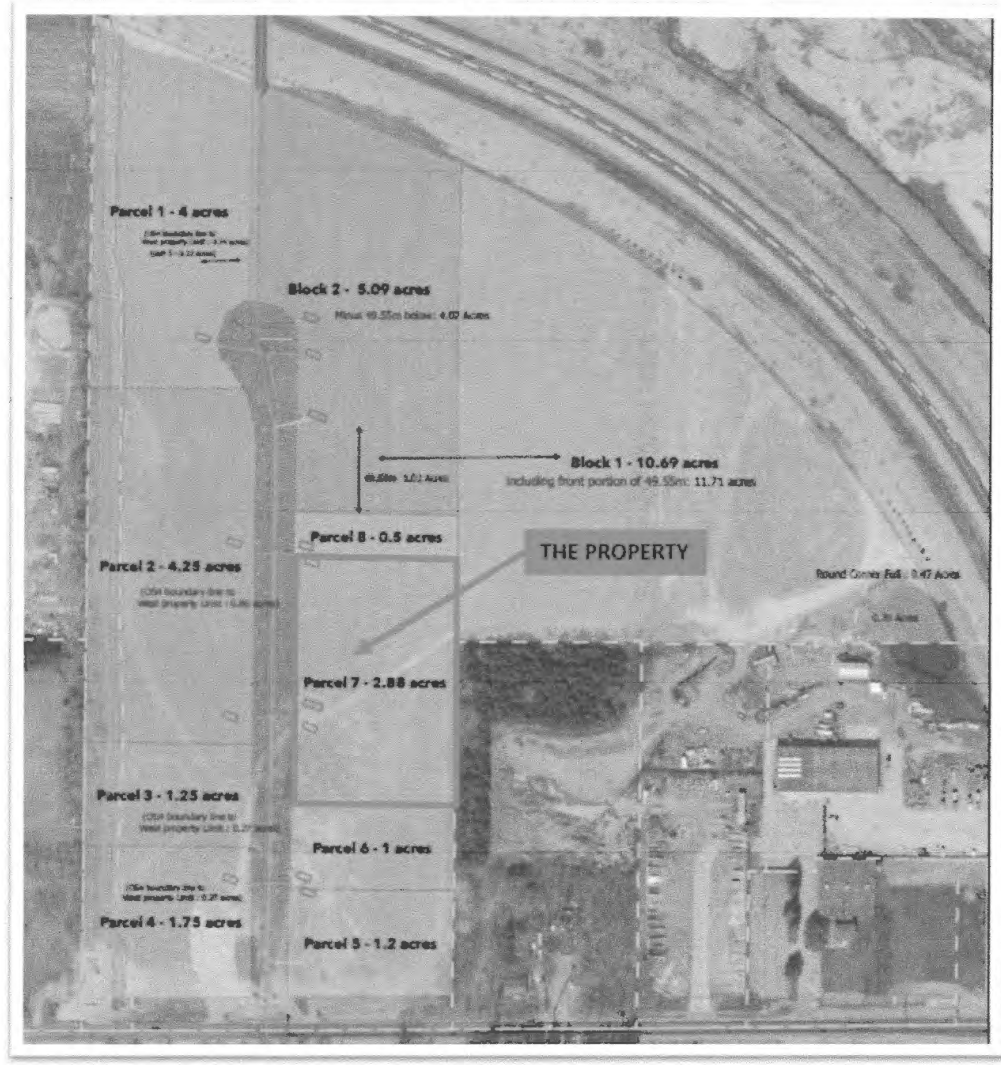
4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C"

PROPERTY SHOWN AS PARCEL 7



SUBJECT TO FINAL REFERENCE PLAN



SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. 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 City as aforesaid within the time-period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to

remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

2.88 acre multiplied by One Hundred and Seventy-Five Thousand (\$175,000) per acre.

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.



Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

Real Estate Commission:

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in addition to the Purchaser's signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment "C" of By-law No. A.-6151-17, Schedule A. No fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

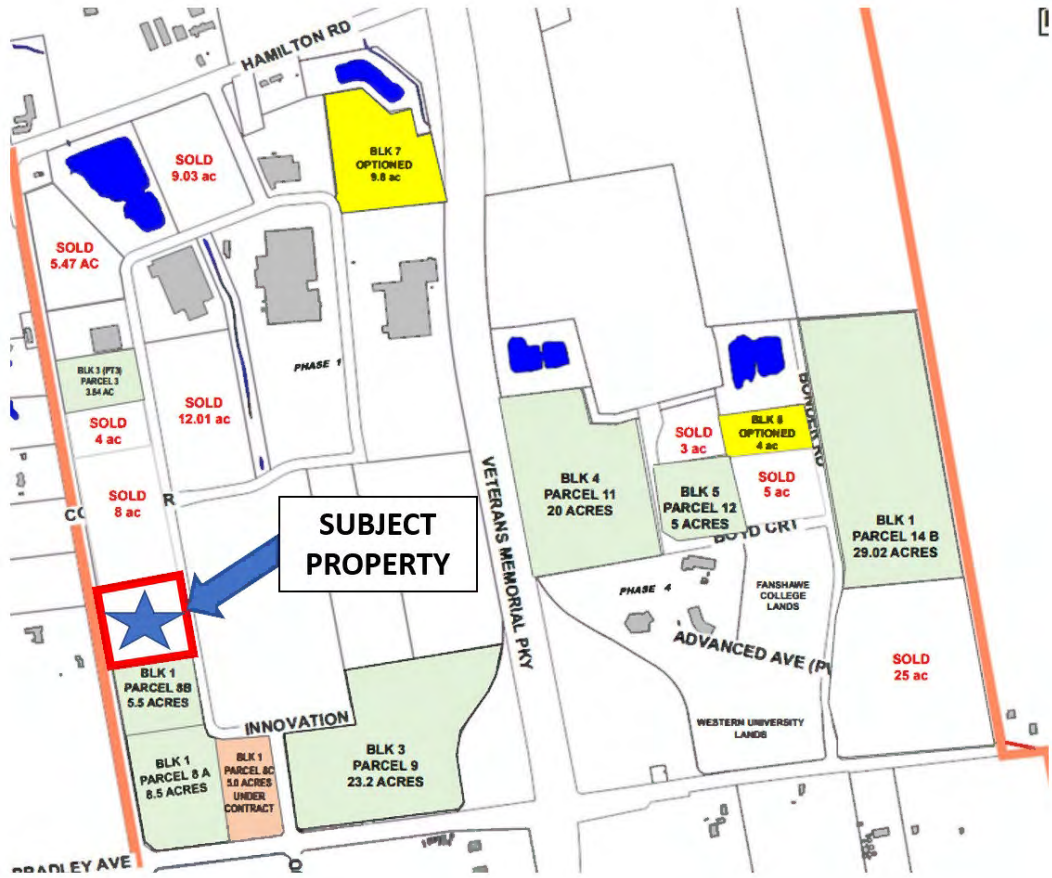
Attachment "C" of By-law No. A.-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

- (a) Transactions up to \$100,000 – 5%,
- (b) Transactions up to \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000
- (c) Transactions over \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000, and 2% above \$200,000 for remainder.

Survival of Conditions

The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

Appendix A – Location Map and Aerial of Property



Location Map of Property



Aerial of Property

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the _____ day of _____, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

2864150 ONTARIO INC.

Address: 19-1700 Hyde Park Rd London, ON N6H 5L7

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **INNOVATION PARK PHASE II**, in the City of London, in the County of Middlesex, containing Six (6) acres and being Part of Block 1, Plan 33M-592, designated as Parts 14 & 17 on 33R-20884 and being all of PIN 08197-0319 located in the City of London, County of Middlesex as shown highlighted in red on Schedule "C" (the "Property"), for the price of approximately

Nine Hundred and Ninety Thousand Dollars **(\$990,000.00)**
of lawful money of Canada calculated at the rate of

One Hundred and Sixty Five Thousand Dollars **(\$165,000.00)**
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

Ninety Nine Thousand Dollars **(\$99,000.00)**
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

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Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed 90 days from date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. 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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, and D attached hereto form part of this Agreement.

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Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

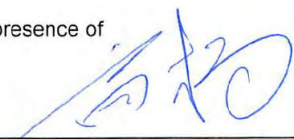
PAGE 3

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30th, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 10 day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of



Witness: Yang Gas.

) **2864150 ONTARIO INC.**

) Purchaser

)

)

)

)

)

) **Signature of Signing Officer**

) Jiancheng (Jason) Zang

) Managing Partner

I/ We have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"
Schedule "D" attached - "Additional Terms and Conditions"

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Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

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SCHEDULE "A"

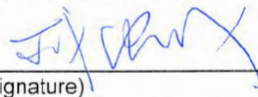
PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase II Part of Block 1 in Plan 33M-592
Name, Address, Postal Code of Purchaser:	2864150 ONTARIO INC. 19-1700 Hyde Park Rd London, ON N6H 5L7
Local Company:	YES
Intended Use of Building - (Describe):	Design and Manufacture Cabinets for Builders, Retailers, and Homeowners
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Cabinets for Builders, Retailers and Homeowners
Number of Employees Anticipated:	Phase 1: Estimated 30 (Full Time)
Number of Square Feet of Building Proposed:	60,000 sq. ft. GFA
Number of Square Feet in Property Purchase:	261,360 sq. ft.
Proposed Building Coverage as % of Lot Area:	22.9%
Mandatory Building Coverage Starting 1st Year:	Twenty percent (20%)
Future Building(s) Proposed (if any) Details:	Phase 2: 60,000 sq. ft. GFA
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Xin Sun 205-219 Oxford St., London, On N6H 1S5 519-681-9180 / 905-564-5836 xin@xsunlaw.com
Telephone:	
Email:	

2864150 ONTARIO INC. -



(signature)
Jiancheng (Jason) Zang
Title: Managing Partner

I/We have authority to bind the Corporation

Josh Morgan, Mayor

Michael Schulthess, City Clerk

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SCHEDULE "B"

Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 Attachment "A"

Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

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4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

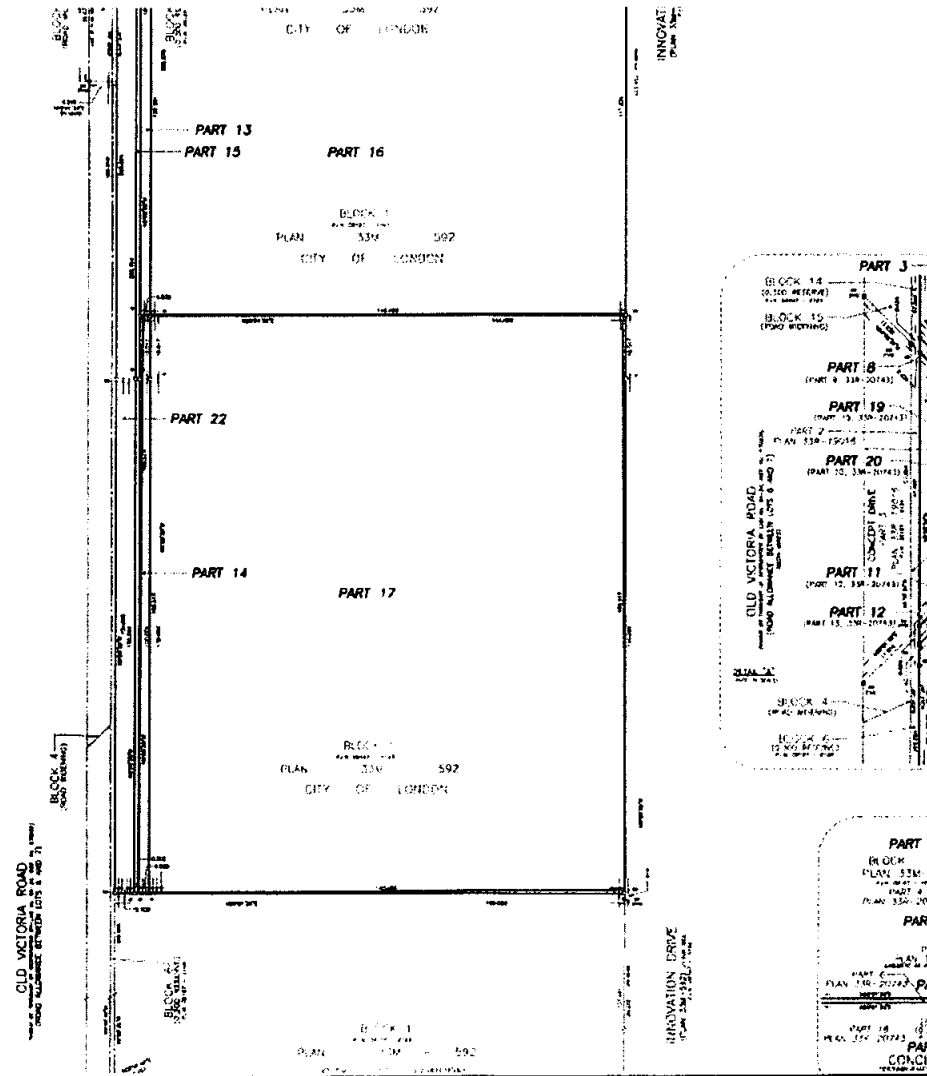
4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

SCHEDULE "C"

PROPERTY



Property: Part of Block 1, Plan 33M-592, and further shown as Parts 14 & 17 on 33R-20884 and being all of PIN 081970319

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SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Sewage Sampling Manholes

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment, Conservation and Parks (MOECP), Ministry of Transportation (MTO), and any other approvals deemed necessary by the City. With the exception of the Excess Soil Materials clause below, the Purchaser accepts the property as-is.

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Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. 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 City as aforesaid within the time-period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than 90 days from the date that this offer is accepted. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than 90 days from the date that this offer is accepted. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. This offer is conditional on the Vendor obtaining approval of the Purchaser's proposed use as described in Schedule "A" from Dr. Oetker within 90 days of the acceptance of this Agreement. If such approval has not been obtained within the time allowed herein to the Vendor's satisfaction, then this Agreement, notwithstanding any intermediate acts or negotiation in respect of such approval, shall be at an end and all monies theretofore paid shall be refunded to the Purchaser without interest or deduction and the Vendor shall not be liable to the Purchaser for any costs or damages. The Purchaser agrees to provide the Vendor with any information concerning their proposed operation as may be reasonably necessary to permit the Vendor to satisfy this condition. This condition is included for the sole benefit of the Vendor and may be waived at the Vendor's option by notice in writing to the Purchaser within the time period stated herein. For greater clarity, the Vendor's waiver of this condition may not be relied upon by the Purchaser as evidence that the proposed uses described in Schedule "A" of this Agreement are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

Survival of Conditions

The obligations of the Purchaser contained in Schedule "D" shall survive and not merge on the completion of this transaction.

Urban Design Guidelines for Innovation Park

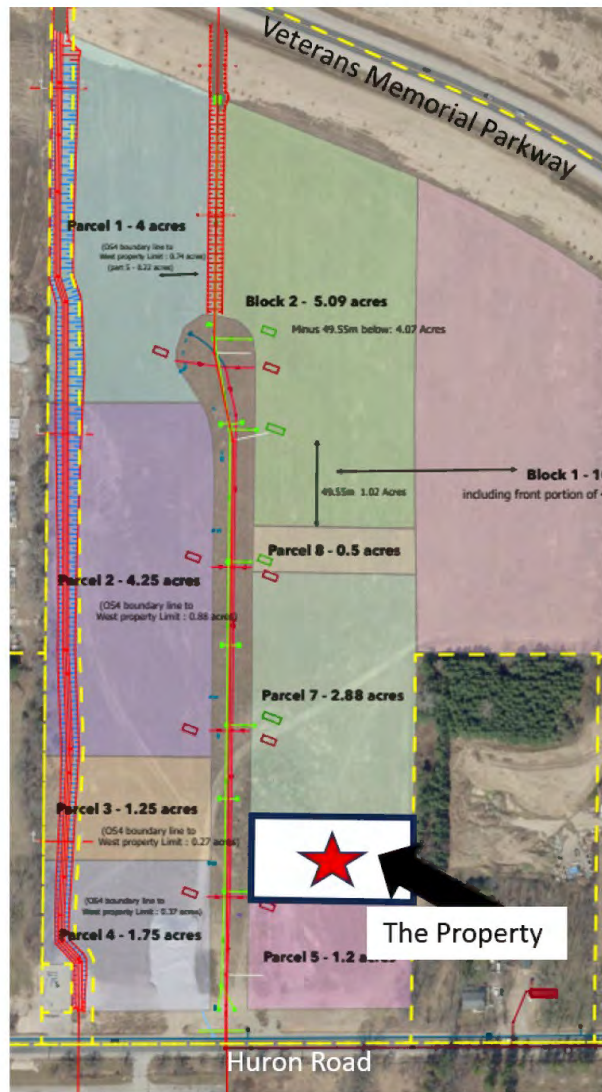
A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

Special Provisions of Innovation Park Subdivision Agreement

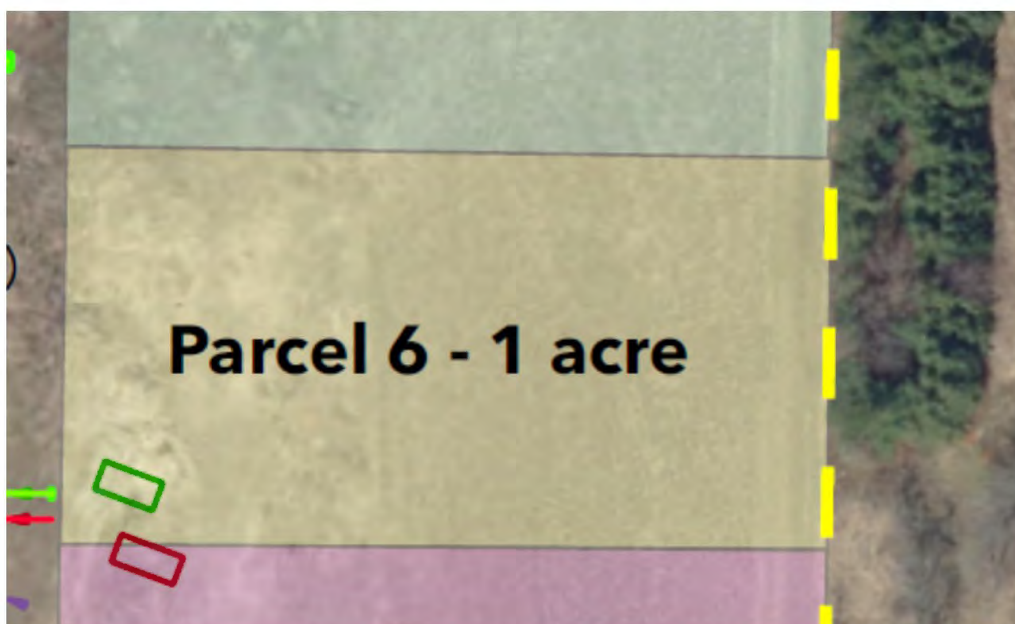
1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
 - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Appendix A – Location Map and Aerial

Huron Industrial Park (C1 Block)



The Property shown as Parcel 6 Being Sold to the Purchaser



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 28 day of July, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

THOMSON FOODS INC.

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **1.00 acre**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3, London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 6 in the sketch attached hereto as Schedule "C" to this Agreement, for the price of approximately:

One Hundred and Seventy Five Thousand Dollars **(\$175,000.00)**
of lawful money of Canada calculated at the rate of

One Hundred and Seventy Five Thousand Dollars **(\$175,000)**
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

Seventeen Thousand & Five Hundred Dollars **(\$17,500.00)**
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. 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 the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, & D attached hereto form part of this Agreement.

Appendix B – Agreement of Purchase and Sale Cont'd

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30th, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 28 day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

Bill
BIRU KOCHIKUNNEL JOSEPH
Witness:

Divin
DIVIN ALMAS
Witness:

) **Thomson Foods Inc.**
) Purchaser
)
)
)
) *Joji Thomas*
) **Signature of Signing Officer**
) Joji Thomas, CEO & Founder
) I have authority to bind the Corporation.

) *Rekha*
) **Signature of Signing Officer**
) Rekhamol Joji, Signing Officer
) I have authority to bind the Corporation.

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"
Schedule "D" attached - "Additional Terms and Conditions"

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

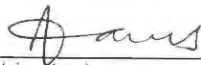
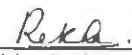
PAGE 4

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel 6 (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Thomson Foods Inc. 1 Silver St., St. Thomas, On, N5P 4L8
Local Company:	Yes No
Intended Use of Building - (Describe):	Manufacture and Supply Indian Snack Foods
Major Industrial Classification of User:	Food Processing
List of Products Manufactured/Handled:	Manufacturing of rice-based snack foods.
Number of Employees Anticipated:	10 (Full Time)
Number of Square Feet of Building Proposed:	15,000 sq. ft.
Number of Square Feet in Property Purchase:	43,560 sq. ft. (1 acre)
Proposed Building Coverage as % of Lot Area:	Thirty Four Percent (34%)
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	B. Brian Bovan, Barrister & Solicitor 1822 Dundas St. E., London, On, N5W 3E8 bbovan@sympatico.ca
Email:	
Telephone:	519-675-1881
Purchaser's Executive Completing this Form: Joji Thomas, CEO & Founder Thomson Foods Inc.	 _____ (signature) I have authority to bind the Corporation.
Purchaser's Executive Completing this Form: Rekhamol Joji Signing Officer Thomson Foods Inc.	 _____ (signature) I have authority to bind the Corporation.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 Attachment "A"

Disposal of Industrial Land Procedures

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4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

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4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

Appendix B – Agreement of Purchase and Sale Cont'd

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

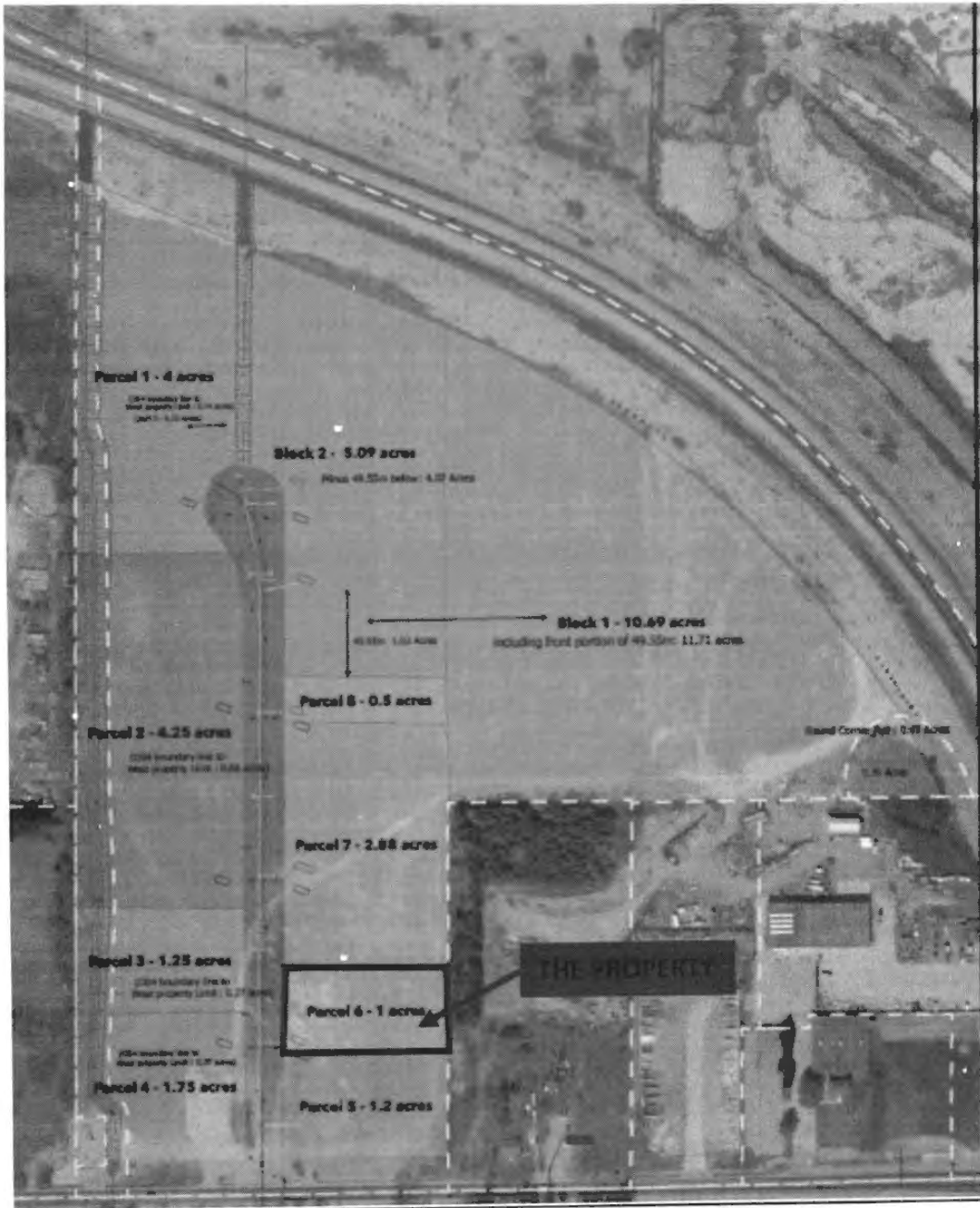
4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C"

PROPERTY SHOWN AS PARCEL 6



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. 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 City as aforesaid within the time-period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any

intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

Appendix B – Agreement of Purchase and Sale Cont'd

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows: One (1) acre multiplied by One Hundred and Seventy-Five Thousand (\$175,000) per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 11

Survival of Conditions

The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#23158
August 14, 2023
(Award Contract)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 1040 Hamilton Road - Former Fairmont Public School
(Subledger LD230061)
Capital Project SH3000 - Roadmap to 3000 Affordable Housing Units
New Capital Project PK273523 - 2023 Misc Parkland Acquisition
Thames Valley District School Board

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of the affordable housing share of this acquisition can be accommodated within the financing available in the Capital Budget and the cost of the parkland share of this acquisition can be accommodated with a draw from the Parkland Reserve Fund, and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	Revised Budget	Committed To Date	This Submission	Balance for Future Work
SH3000 - Roadmap to 3000 Affordable Housing Units						
Engineering	4,600,000	0	4,600,000	4,600,000	0	0
Construction	4,166,476	0	4,166,476	2,904,095		1,262,381
Land Acquisition	4,995,679	0	4,995,679	0	4,995,679	0
Capital Grants	35,937,845	0	35,937,845	13,876,000	0	22,061,845
SH3000 Total (Note 2)	49,700,000	0	49,700,000	21,380,095	4,995,679	23,324,226
PK273523 - 2023 Misc Parkland Acquisition						
Land Acquisition	0	1,188,445	1,188,445	0	1,188,445	0
Total Expenditures	\$49,700,000	\$1,188,445	\$50,888,445	\$21,380,095	\$6,184,124	\$23,324,226

Sources of Financing

SH3000 - Roadmap to 3000 Affordable Housing Units						
Capital Levy	16,700,000	0	16,700,000	16,700,000	0	0
Drawdown from Affordable Housing Reserve Fund	33,000,000	0	33,000,000	4,680,095	4,995,679	23,324,226
SH3000 Total (Note 2)	49,700,000	0	49,700,000	21,380,095	4,995,679	23,324,226
PK273523 - 2023 Misc Parkland Acquisition						
Drawdown from Parkland Reserve Fund (Note 1)	0	1,188,445	1,188,445	0	1,188,445	0
Total Financing	\$49,700,000	\$1,188,445	\$50,888,445	\$21,380,095	\$6,184,124	\$23,324,226

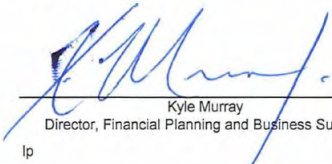
Financial Note (Note 3):

	SH3000D	PK273523	Total
Contract Price	\$4,750,000	\$1,130,000	\$5,880,000
Add: Due Diligence	53,316	12,684	66,000
Add: Land Transfer Tax	107,824	25,651	133,475
Add: HST @13%	824,431	148,549	772,980
Less: HST Rebate	-539,893	-128,438	-668,331
Total Purchase Cost	\$4,995,679	\$1,188,445	\$6,184,124

Note 1: There is no annual budget allocated to the miscellaneous parkland acquisition project due to the unknown timing and varying amounts of the acquisitions. The Parkland Reserve Fund is monitored to ensure adequate funding is available when needs arise. The additional funding requirement is available as a drawdown from the Parkland Reserve Fund. The uncommitted balance of the Parkland Reserve Fund will be approximately \$2.4 million with the inclusion of this purchase.

Note 2: The remainder of the \$78 million Roadmap financing is included in the 2024-2026 forecasted capital plan.

Note 3: The allocation between SH3000 and PK273523 is preliminary, based on the draft plan concept. Amounts will be confirmed and revised, as necessary, when the plan is finalized.

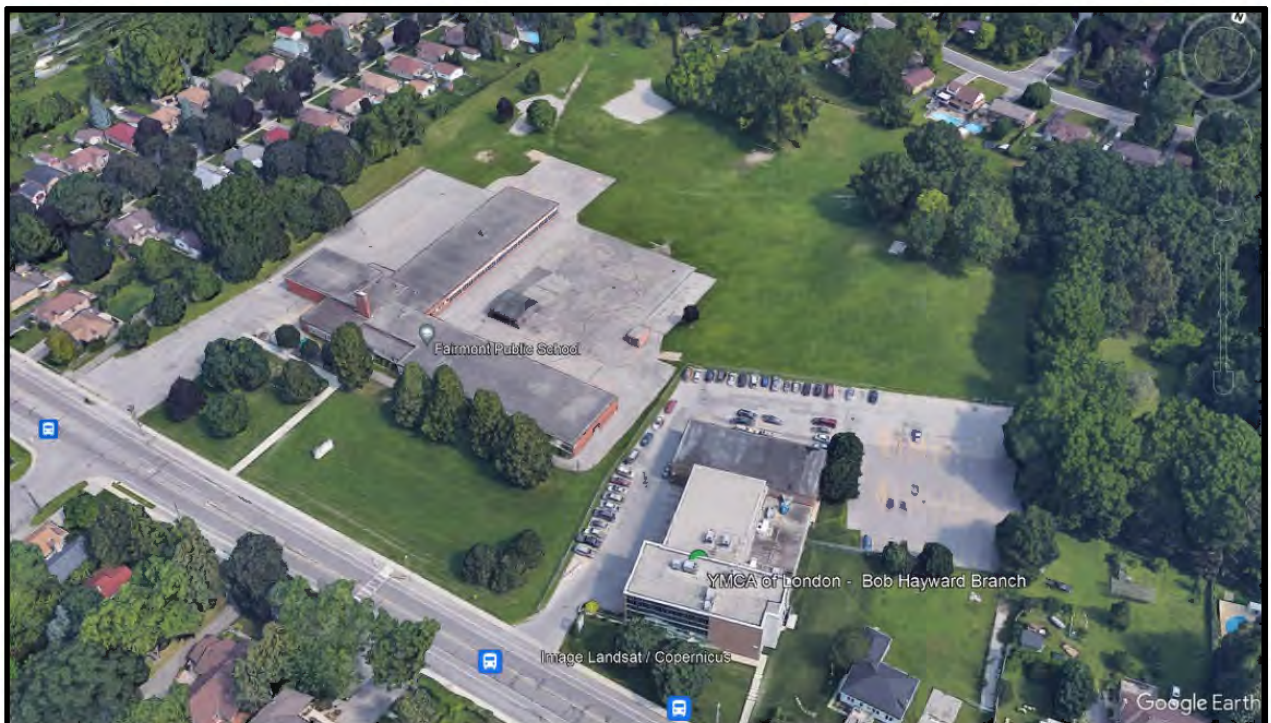

Kyle Murray
Director, Financial Planning and Business Support
lp

Appendix B – Location Map & Aerial

LOCATION MAP OF 1040 HAMILTON ROAD



AERIAL OF 1040 HAMILTON ROAD



Appendix D – Offer to Purchase

OFFER TO PURCHASE

VENDOR: The Thames Valley District School Board (the "**Vendor**")

PURCHASER: The Corporation of the City of London

REAL PROPERTY:

Address: 1040 Hamilton Road, London, Ontario N5W 1A6

Legal Description:

Part Lot 28, Registered Plan 285(C), Part Block "J", Registered Plan 790 and Part South 1/2 Lot 7, Concession B (Geographic Township of London) as In 142904, 210687, 196909, 373063; Except 74630, 210856, 142905; S/T 77819, 78336, in the City of London, County of Middlesex Being all of PIN 08121-0023 (LT) (the "Property")

1. **SALE OF PROPERTY:** The Purchaser hereby offers to buy from the Vendor the Property in accordance with the terms and conditions as set out in this Offer to Purchase (hereinafter referred to as the "**Agreement**").
2. **PURCHASE PRICE:** The purchase price (the "**Purchase Price**") shall be Four Million Nine Hundred and Fifty Thousand Dollars CDN (\$4,950,000.00) payable as follows:
 - a) a deposit equal to TEN (10%) of the Purchase Price payable by way of certified cheque or bank draft on the date hereof as a deposit payable to the Vendor's Solicitors, "Harrison Pensa, In Trust"; and
 - b) the balance of the Purchase Price, subject to adjustments, payable by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Local improvements rates, if any, shall constitute the only adjusting items and shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **FIXTURES EXCLUDED:** Outdoor playground equipment, if any.
5. **IRREVOCABILITY:** This Agreement shall be irrevocable by the Purchaser until considered by the Trustees of the Vendor at a meeting to be held no later than sixty (60) days following the submission of this Agreement, after which date, if not accepted, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full, without deduction.
6. **CONDITIONS:**
 - a) **SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of Ninety (90) days from the date of the Vendor's acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the Property. The Purchaser may enter on the Property and have soil and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and it shall restore the Property to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to

Appendix D Cont'd – Offer to Purchase

indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limit set forth above, deliver written notice to that effect, to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction: failing delivery of such written notice this condition shall be deemed to have been waived by the Purchaser. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period herein.

7. **COMPLETION DATE:** The Agreement shall be completed by no later than 4:30 p.m. EST on the date (the "**Completion Date**") which is twenty (20) days following the satisfaction of the re-zoning condition set forth in section 6(b). Upon completion, vacant possession of the Property shall be given to the Purchaser.
8. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. EST on the fifteenth (15th) day prior to the Completion Date (the "**Requisition Deadline**") to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property.
9. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
10. **HST:** The Vendor shall on completion collect, any Harmonized Sales Tax ("HST") exigible on the Purchase Price and shall forthwith remit such HST in accordance with applicable legislation, unless the Purchaser provides to the Vendor evidence (satisfactory to the Vendor), that the Purchaser: is an HST registrant: shall self-assess and remit all HST payable in connection with the transfer of the Property; and, shall indemnify and save harmless the Vendor from and against any and all HST penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with this Agreement.

Appendix D Cont'd – Offer to Purchase

11. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful.
12. **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, including Schedule 1 hereto, 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 that such have been complied with, or security posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of 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. If prior to Requisition Deadline any valid objection to title or to any outstanding work order or deficiency notice, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and the deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Deadline and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.
13. **"AS IS" CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including, without limitation, for purposes of any particular construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.
14. **TITLE DOCUMENTS:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except such as are in the possession or control of the Vendor.
15. **DOCUMENT DELIVERY:** The Vendor agrees to deliver to the Purchaser, within five (5) days from its acceptance of the Agreement (copies of the following documentation, provided such documentation is in the Vendor's possession):
- a) a survey or surveyors certificate of the property;
 - b) a site plan;
 - c) floor plans of the building;
 - d) particulars of the cost of utilities consumed in the last twelve (12) month period of active use of the Property by the Vendor
 - e) any Designated Substance Report; and
 - f) a roofing Detail Report.
- and the Vendor shall have no other obligation to produce documentation other than as set out herein.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
17. **TIME LIMITS:** Time shall in all respects be of the essence hereof; provided that, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing,

Appendix D Cont'd – Offer to Purchase

signed by the Vendor and the Purchaser or their respective solicitors who may be specifically authorized in that regard.

18. **INSURANCE:** All buildings on the Property and all other items being purchased shall be and remain until completion of the Agreement at the risk of the Vendor. Pending completion, the 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, the Purchaser at its option may either terminate this Agreement and request that the deposit paid forthwith be returned without interest or deduction or request the proceeds of any insurance and complete the purchase contemplated herein. No insurance shall be transferred on the completion of the transaction contemplated herein.
19. **RESIDENTIAL TENANCY:** The Vendor represents and warrants that the Property has no residential tenants.
20. **TENDER:** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or certified cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **FAMILY LAW ACT:** The Vendor warrants that spousal consent under the provisions of the *Family Law Act*, R.S.O. 1990 is not necessary for this transaction.
22. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a solicitor to complete this Agreement, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O., Chapter L4, and any amendments thereto, the Vendor and the Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser may, at the solicitor's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and, (b) be subject to conditions whereby the solicitor receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between their respective solicitors.
23. **AGREEMENT IN WRITING:** This Agreement shall constitute the entire agreement between the Purchaser and the 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.
24. **NON REGISTRATION:** The Purchaser covenants and agrees that it will not register this Agreement or notice of this Agreement or a caution or any other document evidencing this Agreement without having the written consent of the Vendor prior to such registration, which consent may be arbitrarily and unreasonably withheld.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and permitted assigns of each of the Purchaser and the Vendor shall be bound by the terms of this Agreement. The Purchaser shall not be permitted to assign this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld.
26. **ADDITIONAL PURCHASER CONDITIONS:** Schedule "A" attached hereto forms part of this Agreement.

Appendix D Cont'd – Offer to Purchase

27. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition, this Agreement may be executed either in original, faxed form or other electronic form and the parties adopt any signatures received by facsimile or other means of electronic transmission, as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other party an original of the signed copy of this Agreement which was so faxed or electronically transmitted by other means.

DATED this ____ day of _____, 2023

PURCHASER:

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

The Thames Valley District School Board hereby accepts the above Agreement and agrees to complete the sale of the Property on the terms and conditions herein contained.

DATED this ___ day of _____, 20__

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: _____
Name:
Title:

Per: _____
Name:
Title:

VENDOR'S LAWYER: Harrison Pensa LLP, Attention: Tim McCullough
450 Talbot Street, PO Box 3237, London, ON N6A 4K3
Ph. #519-661-6718 Fax# 519-667-3362

PURCHASER'S LAWYER: City's Solicitor Office, Attention: Sachit Tatavarti
300 Dufferin Ave., P.O Box 5035, London Ontario N6A 4L9
Ph. #519-661-2489 ext. 5018 Fax# 519-661-5530

Appendix D Cont'd – Offer to Purchase

Schedule "A"

ARCHEOLOGICAL TESTS: The Purchaser shall have Ninety (90) days from acceptance of this Offer to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY: The Purchaser shall have One Hundred and Eighty Days (180) from acceptance of this Offer to obtain, at its expense, the appropriate amendments to the Official Plan (London Plan) and the Zoning By-Law necessary for the Purchaser to develop and use the Property for the Purchaser's intended use. The Purchaser and Vendor agree to proceed diligently to procure such amendments. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Ontario Land Tribunal (formerly the Local Planning Appeal Tribunal) (the "OLT"), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the OLT's final decision and Order regarding all such appeals within its jurisdiction. If the results of the Official Plan (London Plan) and Zoning By-law applications are not satisfactory to the Purchaser or the OLT modifies or amends the Official Plan Amendment or the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion, the Purchaser shall within the time limited herein or within ten (10) business days of the OLT decision and Order, if applicable, deliver written notice to the effect to the Vendor and this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. Failing delivery of written notice within the applicable time periods, this condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.

PLAN OF SUBDIVISION APPROVAL: The completion of this Agreement shall be conditional for a period of One Hundred and Eighty (180) days from the date of acceptance of this Agreement for the Purchaser to satisfy itself that it will be able to obtain, on terms satisfactory to the Purchaser, Plan of Subdivision Approval, necessary or desirable in connection with the Purchaser's intended development and use of the Property.

If the Purchaser is unable to satisfy itself that it will be able to obtain the Plan of Subdivision Approval, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived.

Appendix D Cont'd – Offer to Purchase

Schedule "A" Cont'd

REFERENCE PLAN & PURCHASE PRICE ADJUSTMENT: The Purchaser will facilitate to deposit on title, on or before closing and at no cost to the Vendor, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date, the Vendor agrees to consent to extend the closing one or more times for a total period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 11.06 acres multiplied by a land rate of \$447,559 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$447,559 per acre.