

OFFER TO PURCHASE

VENDOR: The Thames Valley District School Board (the "Vendor")

PURCHASER: The CORPORATION OF THE CITY OF LONDON

REAL PROPERTY:

Address: 7 ANNADALE DRIVE, LONDON, ON

Legal Description: All of lots 225-227, 242-245,
267-271 Block "I" and part of Block "K"
Registered Plan No. 891 in the City of
LONDON, County of Middlesex (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:** ^{See Schedule "A" attached} The purchase price (the "Purchase Price") shall be ONE MILLION TWO HUNDRED AND FIFTY THOUSAND ~~HUNDRED AND FIFTY THOUSAND~~ DOLLARS CDN (\$ 1,250,000.00 ~~1,250,000.00~~) 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 Pense, 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 thirty (30) 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

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.

b) **COMPLETION CONDITIONAL ON REZONING:** The completion of the transaction contemplated hereby is conditional upon the Purchaser successfully causing the Property to be rezoned to an OS (variation) / R1 (variation) / R6 (variation) zoning designation as provided in the comprehensive zoning bylaw of the municipality in which the Property is located and upon successfully obtaining an amendment to the Official Plan, if necessary, within One Hundred Twenty (120) days of the Vendor's acceptance of this Agreement, failing which this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

In applying to the municipality for rezoning and/or an amendment to the Official Plan, the Vendor agrees to provide its consent to the Purchaser to make the necessary applications to the municipality for the rezoning and/or Official Plan amendment, provided all costs relating to such applications shall be borne by and for the account of the Purchaser.

The Purchaser agrees to provide the Vendor with a copy of any application the Purchaser may make for amendment to the zoning designation for the Property and/or the Official Plan forthwith upon its filing with the municipality.

The Vendor shall have the right to terminate this Agreement in the event that the application for rezoning and/or the amendment to the Official Plan, if necessary, has not been filed with the municipality having jurisdiction over such application within thirty (30) days following acceptance of the Agreement by the Vendor, in which event this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

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.

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.

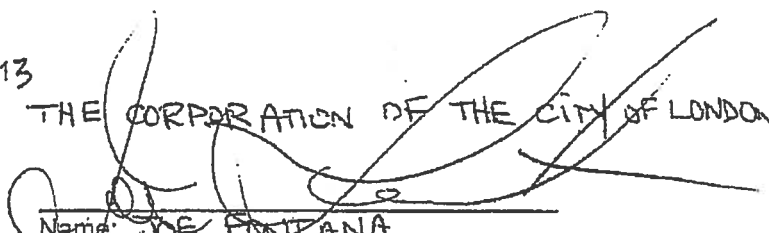

17. **TIME LIMITS:** Time shall in all respects be of the essence hereof; provided that, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing,


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. 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 17th day of December, 2013

THE CORPORATION OF THE CITY OF LONDON

Name: JOE FONTANA
Title: MAYOR
I have the authority to bind the Corporation.




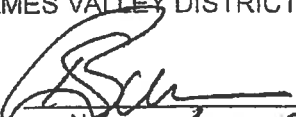
Witness

Name: Catharine Saunders
Title: CITY CLERK
I have the authority to bind the Corporation.

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 25 day of January, 2014

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: 

Name: KEVIN BUITONI
Title: EXECUTIVE OFFICER - FACILITY SERVICES AND CAPITAL PLANNING

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: DAVID G. MOUNTEER
SOLICITOR

300 DUFFERIN AVE. P.O. Box 5035
LONDON ON N6A 4L9

Ph. 519-661-2500 EXT. 4709
FAX 519-661-5530

Schedule "A"

2. **PURCHASE PRICE:** The Purchaser agrees to purchase the Property upon the following purchase price by selecting either paragraph i) or paragraph ii) below:

- i) the amount of One Million Two Hundred Fifty Thousand Dollars CAD (\$1,250,000.00) (the "Purchase Price") to be paid in accordance with subparagraph 2 a) and b) of the Offer to Purchase, provided that in the event the Purchaser sells, transfers, disposes of or conveys all or any portion of its legal or beneficial ownership in the Property (a "Third Party Transfer") within three (3) years of the date the transfer between the Vendor and Purchaser is registered, then the Purchaser agrees to pay to the Vendor a further amount of Two Hundred Fifty Thousand Dollars CAD (\$250,000.00) such amount to be paid within five (5) days from the date of the Third Party Transfer;

or

- ii) the amount of One Million Five Hundred Thousand Dollars CAS (\$1,500,000.00) (the "Purchase Price") to be paid in accordance with subparagraph 2 a) and b) of the Offer to Purchase.

Should the Purchaser select paragraph i) above, it shall delete paragraph ii) and initial this page. Should the Purchaser select paragraph ii) above, it shall delete paragraph i) and initial this page.

The Purchase Price shall be 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.

