

THIS AGREEMENT made quadruplicate this 13th day of December, 2006

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the "City")

OF THE FIRST PART

AND

JOHN and HELEN PERPAROS
(hereinafter called "the Owner")

OF THE SECOND PART

AND

KENMORE HOMES (LONDON) INC.
(hereinafter called "the Purchaser")

OF THE THIRD PART

WHEREAS the Owner has made application for a consent to convey to the Purchaser land at property known municipally as 1407 Hyde Park Road in the City of London, which land is more particularly described in Schedule "A" (the Lands) annexed hereto;

AND WHEREAS the consent would permit the division of the Lands into severed and retained parcels;

AND WHEREAS the lot to be severed from the Lands is described as all of Part 2, 3, 4 & 5 of Plan 33R-16567 ("Severed Parcel");

AND WHEREAS the lot to be retained from the Lands described as all of Part 1 of Plan 33R-16567 ("Retained Parcel");

AND WHEREAS the consent would not be in the public interest unless the matters, works and things referred to in this Agreement are done in the manner set out in this Agreement;

AND WHEREAS the City is authorized pursuant to 53(12) of the *Planning Act* to enter into agreements as a condition of the severance of land which are enforceable against the owner of land and the owner's successors in;

AND WHEREAS the parties have entered into this Agreement in order to provide for the discharge of the conditions imposed upon the granting of consent to sever by the London Consent Authority (the Consent Authority) in Application No. B.30/06 which decision was granted on June 7th, 2006.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, paid by the City to each of the Owner and the Purchaser (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with each other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them.

1. Prior to undertaking any development on the Severed or Retained Parcels and Block 5 of Plan 33M 526, the Owner and the Purchaser shall provide confirmation to the City Engineer that storm water can be accommodated in the Stormwater Management Facility designed to serve these lands and further that the Stormwater Management Facility to service and Block 5, Plan 33M 526 is constructed and operational.
2. Upon approval of a site plan for Block 5, Plan 33M-526 and/or the Retained Parcel, the Owner shall construct a sidewalk along the Hyde Park Road frontage, to the satisfaction of the City Engineer.
3. Upon approval of a site plan for Block 5, Plan 33M-526 and/or the Retained Parcel, the Owner shall construct a bicycle path along Hyde Park Road (as identified in the Bicycle Master Plan) across the frontage, to the satisfaction of the City Engineer and the General Manager of Planning and Development.
4. The Owner and the Purchaser shall decommission and permanently cap any abandoned wells located on the Severed or Retained Parcels in accordance with

current Provincial legislation, regulations and standards. It is the responsibility of the Owner and the Purchaser to determine if any abandoned wells exist on the Lands and to file the necessary documents with the Ministry of Environment and the City confirming the wells have been properly capped.

In the event that an existing well located on the Lands is to be kept in service, the Owner and the Purchaser acknowledge that the City accepts no responsibility for the well, and makes no assertion, implied or otherwise, about the quantity or quality of water available in the well. Further, the owner of the well accepts all responsibility for protecting the well and the underlying aquifer from any development activity.

5. Prior to March 31, 2007 the Purchaser shall pay to the City, \$312,106.56 which represents one-half (1/2) of the estimated cost of road construction, land and associated costs, of Coronation Drive (comprising Parts, 1, 2 and 3, Plan 16360), to be held in trust by the City, for 336336 Ontario Limited. Final costs and therefore final payment may be less but will not exceed \$312,106.56 but will be established based on certification from the consulting engineer overseeing the construction of Coronation Drive of the actual costs to complete the said road. Any overpayment will be refunded to the Purchaser or their designate within 30 days of the City's receipt of such certification.
6. The City of London covenants and agrees to provide to the Owner an easement across Part 2, 33R-16360 for maintenance and farming related uses only and not for the construction of dwelling units.
7. At the time of the Site Plan and Development Agreement for the Retained Parcel and/or Block 5 of Plan 33M 526, the Owner covenants and agrees, at his expense, to provide an easement to the owner of property to the south (1369 Hyde Park Road), for a future joint internal driveway access over Block 5, Plan 33M-526 and the Retained Parcel to South Carriage Road; and, enter into an agreement with the owner of property to the south (1369 Hyde Park Road), for joint maintenance and a joint driveway access to Hyde Park Road.
8. At the time of the Site Plan and Development Agreement the Retained Parcel and/or Block 5 of Plan 33M 526, the Owner covenants and agrees, at his expense, to provide an easement to the owner of property to the south (1369 Hyde Park Road), for storm and sanitary sewers and water services over the Retained Parcel and Block 5, Plan 33M-526 to South Carriage Road.
9. As part of the subdivision agreement or development agreement for the Severed Parcel, the Purchaser hereby covenants and agrees to clear, grade and seed the lands conveyed to the City for park purposes being Block 5 of draft plan 39T-02515 to the satisfaction of the General Manager of Planning and Development within one year of registration of the plan of subdivision or the development agreement.
10. In order to ensure the completion of the required works under this Agreement, the Owner and the Purchaser shall deposit with the City Treasurer, at the time of signing this Agreement, security in the form of an irrevocable letter of credit, certified cheque or cash, satisfactory to the City Treasurer in the amount of:
 - A) In the case of the Owner, Five Thousand and Seven Hundred and Fifty Dollars (\$ 5,750.00) for off site works, and
 - B) In the case of the Purchaser, \$312,106.56 for half the cost of the construction and land associated with Coronation Drive.
11. Partial and/or full releases of the security will be made based on written certification from the Owner's and Purchaser's respective professional engineers respecting the completion of the works, and will be coordinated with the release of the security deposited with respect to this Agreement, all at the City's discretion or notification the required amount has been paid to the City. It is agreed that the Party completing its required works under this Agreement shall be entitled to the release of the security given by it notwithstanding that the other Party has not completed his or its required works.
12. Upon breach by the Owner or the Purchaser of any covenant, term, condition or requirement of this Agreement, or upon the Owner or the Purchaser becoming insolvent or making an assignment for the benefit of creditors, the City, at its option, may declare that such party is in default. Notice of such default shall be given as provided in paragraph 13 hereof, and if such party shall not remedy

such default within such time, as provided in the notice, the City may declare that such party is in final default under this Agreement, and shall then forthwith give notice thereof to such party as provided in said paragraph 13 hereof.

13. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be given by personal service upon or by first class registered mail addressed to: John and Helen Parparos, 137 Whiteacres Cr., London, Ontario N6G 4N1; any notice to the Purchaser shall be addressed to: Kenmore Homes (London) Inc. 238 Glenridge Drive St. Catharines ON L2T 3J8 any notice by the Owner to the City shall be addressed to: The City Clerk, P.O. Box 5035, London, Ontario N6A 4L9. Every such notice shall be deemed to be given upon the day it was personally served or so mailed.

14. Upon notice of default having been given to the party in default, the City may cash the letter of credit as the payment for the costs of Coronation Drive and may require all work by such party, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease. Upon default of the Owner or the Purchaser, the City may, at its option, enforce any or all of the following remedies:

- a) Enter upon the lands of the party in default by its servants, agents and contractors and complete any work, services repair or maintenance required to be done by such party and collect the cost thereof from the such party and/or enforce any security available to it;
 - b) Make any payment which ought to have been made by the party in default and upon demand collect the amount thereof from such party and/or enforce any security available to it;
 - c) Retain any sum of money heretofore paid by the party in default to the City for any purpose, and apply the same in payment for any work which the City may undertake;
 - d) Assume any work or services at its option whether the same are completed or not, and thereafter the Owner or the Purchaser the party in default shall have no claim or title thereto or remuneration therefore;
 - e) Bring action to compel specific performance of all or any part of this Agreement for damages; and
 - f) Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law.
15. This Agreement shall be registered on title to the Retained and Severed Parcels at no cost to the City. The Owner and the Purchaser agree to notify their respective successors in title of the existence of this Agreement. Every transfer of the Lands or part thereof shall include the following notice:


The Transferee and the heirs, executors, administrators, successors and assigns of the transferee have been notified and hereby acknowledge the existence of and agree to be bound by the agreement dated the ___ day of December, 2008 between the Owner the Purchaser and The Corporation of the City of London, the obligations and covenants of which run with the Lands pursuant to Section 51(26) of the Planning Act, R.S.O. 1990, c.P.13.

16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that the Agreement and the covenants herein contained shall run and burden with the Lands.


IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective corporate seals attested by the hands of their proper officers, and any party not a corporation has hereunto set their hand and seal the day and year first above written.

(SIGNED, SEALED AND DELIVERED)

THE CORPORATION OF THE CITY OF LONDON

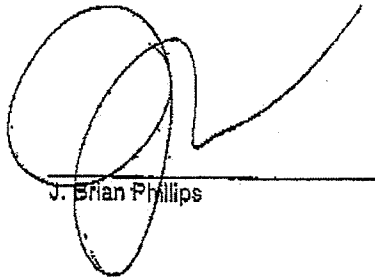


Robin Panzer
General Manager of Planning & Development




D.N. Stanlake
Manager, Subdivision & Special Projects

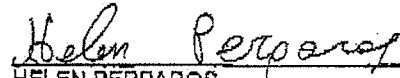
In the presence of



J. Brian Phillips

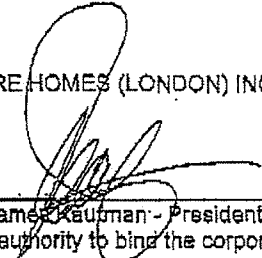


JOHN PERPAROS



HELEN PERPAROS

KENMORE HOMES (LONDON) INC.



Per: James Kaufman - President
I have authority to bind the corporation

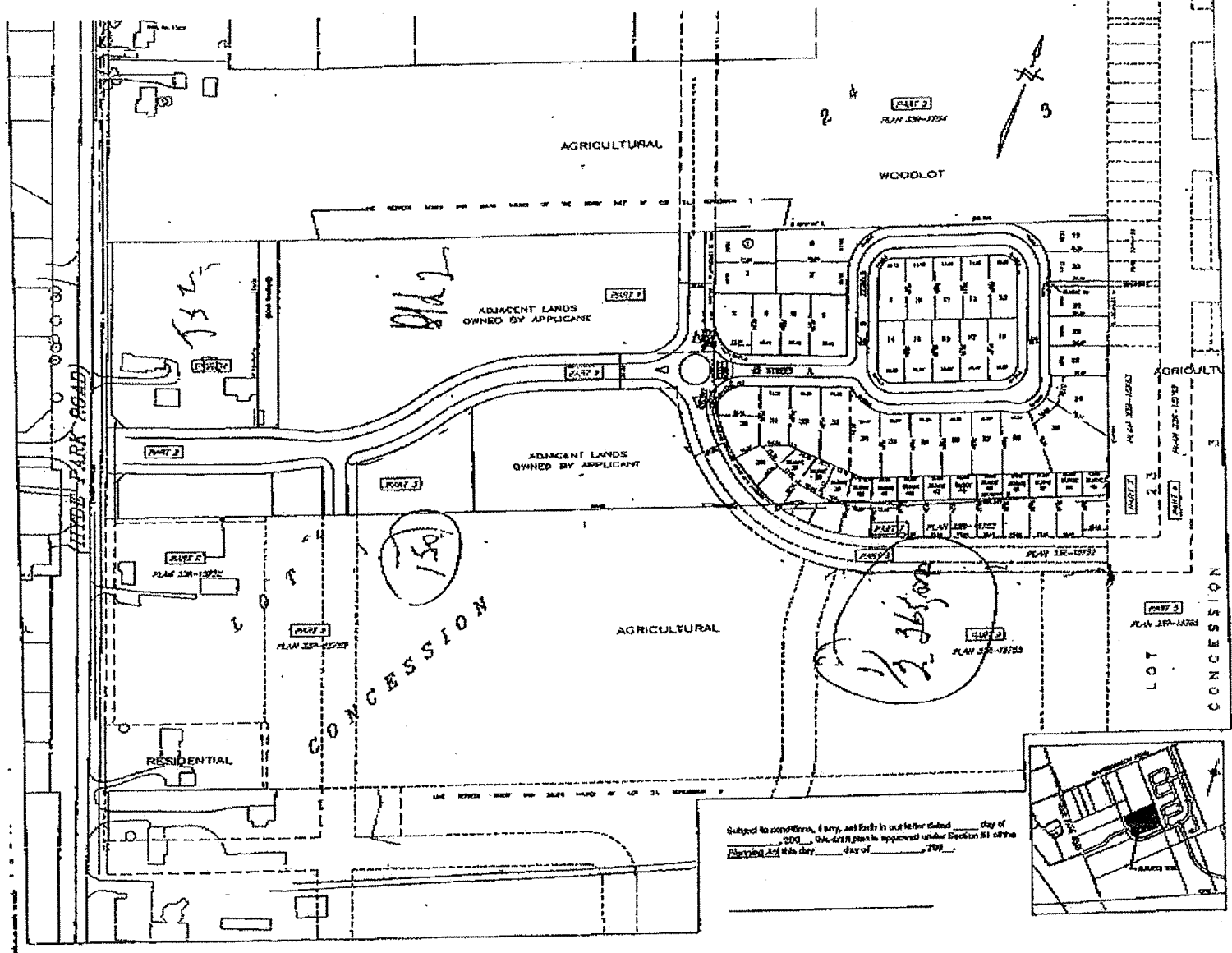
SCHEDULE "A"

This is Schedule "A" to the Agreement dated this 13th of December, 2006 between The Corporation of the City of London, John Perparos, Helen Perparos and Kenmore Homes (London) Inc., to which it is attached and forms a part.

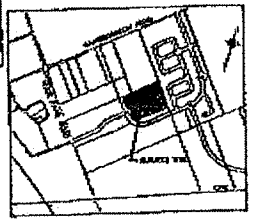
THE LANDS:

1407 Hyde Park Road, being Part of Lot 24, Concession 3 in the City of London more particularly described as:

The whole/part of P.I.N. XXXXX - XXXX
Being Part of Lot 24, Concession 3, Geographic Township of London
Designated as Parts 1 and 2 to 5 on Plan 33R-18567 and Block 5, 33M-526



Subject to conditions, if any, and forth in our letter dated _____ day of _____, 200____, this draft plan is approved under Section 51 of the Planning Act this day _____ day of _____, 200____.



Standard
 111 Avenue Road
 London ON Canada
 N6A 1S7
 Tel: (519) 763-1000
 Fax: (519) 763-1001

Complete Form
 The following information must be provided for all applications for
 the purpose of the Act and the Regulations thereunder:
 1. Name of the applicant
 2. Name of the land
 3. Name of the project
 4. Name of the project
 5. Name of the project

DRAFT PLAN OF SUBDIVISION
 PART OF LOT 24
 CONCESSION 3
 (MUNICIPALITY OF BRANTFORD)
 IN THE CITY OF BRANTFORD
 COUNTY OF BRANTFORD

- REGULATION (REGULATED CONSTRUCTION)**
 LIST OF THE REGULATIONS NOT
 TO BE APPLIED TO THIS PLAN
 1. TO BE APPLIED TO THIS PLAN
 2. TO BE APPLIED TO THIS PLAN
 3. TO BE APPLIED TO THIS PLAN
 4. TO BE APPLIED TO THIS PLAN
 5. TO BE APPLIED TO THIS PLAN
 6. TO BE APPLIED TO THIS PLAN
 7. TO BE APPLIED TO THIS PLAN
 8. TO BE APPLIED TO THIS PLAN
 9. TO BE APPLIED TO THIS PLAN
 10. TO BE APPLIED TO THIS PLAN

SCHEDULE OF LAND USE (in %)

MINIMUM BENCH MARK - LOTS 1-24	0.00
MINIMUM BENCH MARK - LOTS 25-49	0.00
MINIMUM BENCH MARK - LOTS 50-74	0.00
MINIMUM BENCH MARK - LOTS 75-99	0.00
TOTAL	0.00

APPLICANT'S REPRESENTATION
 I, the undersigned, do hereby certify that the information provided in this plan is true and correct to the best of my knowledge and belief.

SUBDIVISION CERTIFICATE
 I hereby certify that the information provided in this plan is true and correct to the best of my knowledge and belief.

APPLICANT'S SIGNATURE

Project	of	lots	of	total
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10

SYDORIAN INVESTMENTS

BRANTFORD LANDS
 6490 HYDE PARK ROAD
 London ON Canada

DRAFT PLAN OF SUBDIVISION

Page No.	Sheet	1 of 100
Drawing No.	Map	0



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



BUYER: H.P. Hagen + John Perparos 137 Whitescrae Crescent London Ontario

SELLER: Sydenham Investments 48 Westchester Drive London Ontario

REAL PROPERTY: Address: See Schedule A outlined in Red, London on the South side of South Carriage Road, City of London

and being a portion of Approximately 94.89 metres more or less by a depth of: Approximately 30.60 metres more or less legally described as:

Block 5 Plan 626 Registered in the City of London County of Middlesex (the property)

PURCHASE PRICE: One Hundred and Eighty Five Thousand Dollars (CAD\$) 185,000.00

BUYER DEPOSIT: Upon acceptance One Dollars (CAD\$) 1.00

BY RECEIPT OF CHECK PAYABLE TO THE VENDOR TO BE HELD IN TRUST WITHOUT INTEREST PENDING COMPLETION OF OTHER TERMINATION OF THIS AGREEMENT AND TO BE CREDITED TOWARD THE PURCHASE PRICE ON COMPLETION. BUYER AGREES TO PAY THE DELIVERY AS FOLLOWS:

The Purchaser agrees to pay a further sum of Thirty Thousand (\$30,000.00) Dollars by cash or certified cheque to the Vendor subject to adjustments on or before the date of closing.

For the balance of the Purchase Price One Hundred and Fifty Five Thousand (\$155,000.00) the Vendor agrees to accept title to the Purchaser's property known as Part 8 on Reference Plan 33M-15752 outlined in Red on Schedule B attached.

The Purchaser acknowledges that the Vendor will be dedicating Part 8 on Reference Plan 33M-15752 on closing to the City of London and agrees to the assignment of those lands. It is understood and agreed by both parties the City will be accepting title subject to a 1' reserve on the South side of Part 8.

The Purchaser accepts title to the property subject to the registered restrictions on title and the Subdivision Agreement between the Vendor and the City of London.

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

1. CHATTELS INCLUDED:

2. FIXTURES EXCLUDED:

3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if applicable.

4. IRREVOCABILITY: This Offer shall be irrevocable by Seller until 11:59 p.m. on the 7th day of October, 2005.

5. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 21st day of October, 2005.

6. NOTICE: Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Only if the Co-operating Broker represents the interest of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notices relating hereto or required for herein shall be in writing. This offer, any counter offer, notice of acceptance, refusal, or any notice shall be deemed given and received, when being delivered to the address for service provided in the Acknowledgment of Receipt, or where a business number is provided, when transmitted electronically to that business number.

FAX No. (519) 438-1437 (For delivery of notices to Seller) FAX No. (519) 438-1437 (For delivery of notices to Buyer)

7. GST: If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be in addition to the Purchase Price. (This transaction is not subject to G.S.T. Seller agrees to verify, on or before closing, that the transaction is not subject to G.S.T.)

8. TITLE SEARCH: Buyer shall be allowed until 1:00 p.m. on the 14th day of October, 2005 to inspect the title to the property at his own expense and under the supervision of the Vendor's lawyer. Buyer shall be deemed to have accepted the title to the property if he does not object in writing to the Vendor's lawyer within the time specified.

9. FUTURE USES: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or liens that run with the land providing that such are complied with (b) any registered municipal agreements and regulated agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any other easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to the title is made in writing to the Vendor's lawyer, Seller is willing or willing to remove, remedy or satisfy or obtain release and accept a special tax of 1% in favour of the Buyer and any mortgage, with all related costs at the expense of the Seller, and which Buyer will not waive, the Seller's obligations and the Vendor's obligations in respect of such objections, shall be as set out and all related costs shall be returned without interest or deduction and Seller, Listing Broker and Co-operating Broker 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CROSS-REFERENCED DOCUMENTS: Where each of the Seller and Buyer elect a lawyer to complete the Agreement of Purchase and Sale of this property, and where the transaction will be completed by electronic registration pursuant to Part II of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the absence of closing funds, notwithstanding a payment and acceptance form (the "Payment Acknowledgment") and the release of the Seller and Buyer or if (a) not occur at the same time as the registration of the transaction (and other documents intended to be registered) in connection with the completion of the transaction and (b) be subject to conditions whereby the lawyer(s) receiving any of the Required Documents will require to hold same in trust and not release same except in accordance with the terms of a document registrable in accordance with the Land Registry, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Required Documents will occur in the applicable Land Title Office or such other location agreeable to both lawyers.

INITIALS OF BUYER(S) [] INITIALS OF SELLER(S) []

- QuickOffer™**
- DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any copies of the company which Seller's service to Buyer as soon as possible and prior to the Acquisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Title and Loan Companies Act (Ontario), Chartered Bank, Trust Company, Credit Union, Co-ops or Insurance Company and which is not to be exercised by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain the discharge in registrable form and to register same on file within reasonable period of time after completion, provided that an or before completion Seller shall provide to Buyer a mortgage release and payment by the mortgagee raising sufficient balance required to obtain the discharge, together with a checkbook check by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
 - INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understand that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
 - INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies in force, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid refunded without interest or deduction or take the proceeds of any insurance and complete the purchase. His knowledge shall be irrevocable on completion. If Seller is holding back a Charge/Mortgage, or 5-yr/ without interest or deduction or take the proceeds of any insurance and complete the purchase. His knowledge shall be irrevocable on completion. If Seller is holding back a Charge/Mortgage, or 5-yr/ without interest or deduction or take the proceeds of any insurance and complete the purchase. His knowledge shall be irrevocable on completion.
 - PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller consents to proceed diligently at his expense to obtain any necessary consent by completion.
 - DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer, if requested by Buyer, Seller's payments and the Transfer/Deed to be delivered on completion and contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.
 - RESIDENCY:** Buyer shall be entitled towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of the sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a valid copy declaration that Seller is not then a non-resident of Canada.
 - ADJUSTMENTS:** Any rent, mortgage interest, realty taxes including local improvement rates and unapportioned public or private utility charges and unmeted cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion and the day of completion shall be apportioned to Buyer.
 - TIME LIMITS:** Time shall in all respects be of the essence hereof and the time for doing and completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
 - TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Co-ops.
 - FAMILY LAW ACT:** Seller warrants that special consent is not necessary in the jurisdiction under provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent heretofore provided.
 - UFF:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be included with insurance containing fire, theft, burglary, and but to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urethane foam. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
 - CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
 - AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.
 - AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the standard form or other document, the added provision shall supersede the standard provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no oral 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.
 - SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London Ontario this 23 day of October, 2009

SIGNED, SEALED AND DELIVERED in the presence of _____ IN WITNESS whereof I have hereunto set my hand and seal: _____ DATE _____
 (Witness) _____
 (Witness) _____
 (Buyer) Helen Perceps _____ DATE _____
 (Selling Broker) _____

I, the undersigned Seller, agree to the scope Offer, I hereby irrevocably bind my lawyer to pay directly to the Listing Broker an unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Broker to my lawyer.

DATED at London this 23 day of October, 2009

SIGNED, SEALED AND DELIVERED in the presence of _____ IN WITNESS whereof I have hereunto set my hand and seal: _____ DATE _____
 (Witness) _____
 (Witness) _____
 (Seller) Helen Perceps _____ DATE _____
 (Selling Broker) _____

(Witness) _____ DATE _____
 (Witness) _____ DATE _____
 (Witness) _____ DATE _____

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give the force and effect to the said evidence herein.
 _____ DATE _____
 (Spouse) _____

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was fully executed by all parties at _____ of _____ 2009 (Signature of Seller/Buyer)

CONFIRMATION OF REPRESENTATION
 I hereby acknowledge and confirm the Listing Broker represents the interests of the _____ in this transaction.
 (Selling Broker and the Buyer)
 Signature of Listing Broker or authorized representative _____
 Name of Listing Broker _____
 Tel. No. _____ FAX No. _____

ACKNOWLEDGEMENT
 I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.
 _____ DATE _____
 (Buyer)
 _____ DATE _____
 (Buyer)
 Address for Service _____
 Tel. No. _____
 Buyer's Lawyer _____
 Address _____
 Tel. No. _____ FAX No. _____

COMMISSION TRUST AGREEMENT
 To Co-operating Broker shown on the foregoing Agreement of Purchase and Sale:
 In consideration of the Co-operating Broker procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the said Agreement of my Real Estate Broker shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the M.L.S. Rules and shall be subject to and governed by the M.L.S. Rules pertaining to Commission Trust.
 DATED as of the date and the time of the acceptance of the foregoing Agreement of Purchase and Sale.

 Signature of Listing Broker or authorized representative

 Signature of Co-operating Broker or authorized representative

 Standard Form: Do not alter when printing or reproducing the standard pre-set portion.
 QuickOffer™ Form No. 109 Page 1 of 2

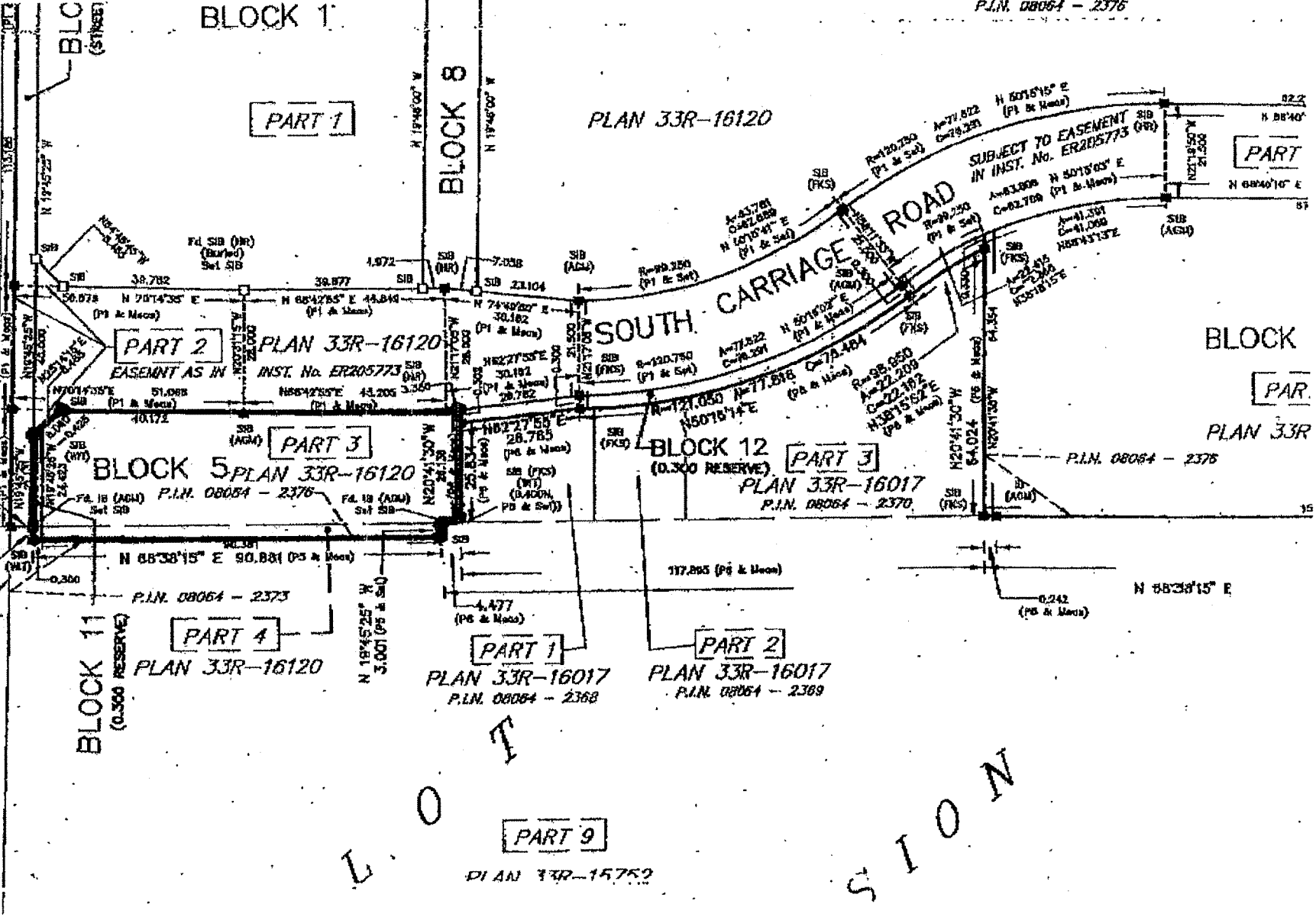
H Y D E P A R K R O A D

(NAMED BY BY-LAW No. 6057, INST. No. LT225109)

P.L.N. 08064 - 1530

BY-LAW No. 2735, INST. No. 188,445

N 19°45'25" W 3.001 (PS & S&C)



BLOCK 1

PART 1

PLAN 33R-16120

P.L.N. 08064 - 2376

BLOCK 8

BLOCK

PAR

PLAN 33R

BLOCK 5 PLAN 33R-16120

BLOCK 12 (0.300 RESERVE)

PLAN 33R-16017 P.L.N. 08064 - 2370

P.L.N. 08064 - 2376

PART 4 PLAN 33R-16120

PART 1 PLAN 33R-16017 P.L.N. 08064 - 2368

PART 2 PLAN 33R-16017 P.L.N. 08064 - 2369

PART 9

PLAN 33R-15752

S I O N

Schedule B.

