

**OFFER TO PURCHASE**

**VENDOR:** The Greater Essex County District School Board (the “Vendor”)

**PURCHASER:** \_\_\_\_\_ (the “Purchaser”)

**REAL PROPERTY:** \_\_\_\_\_

Address: 1950 Kelly Road, Town of LaSalle, Essex County, Ontario

Description: Part Lot 12, Concession 2, Sandwich West; Part Lot 13, Concession 2, Sandwich West, as in R222067, R469177 & R482194; Subject to R1454343, R1486418; Lasalle (PIN 70536-0193(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 \_\_\_\_\_  
\_\_\_\_\_ DOLLARS CDN (\$) \_\_\_\_\_  
payable as follows:
  - a) a deposit (the “Deposit”) equal to TEN (10%) of the Purchase Price payable by way of wire transfer on the date which is ten (10) days following the Vendor’s acceptance of this Agreement 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 wire transfer on completion of this Agreement.

If this Agreement is accepted account particulars for purposes of the above referenced wire transfers will be provided by the Vendor or its solicitors. If the Purchaser fails to pay the Deposit as specified above, the Vendor shall have the right to terminate this Agreement on written notice to the Purchaser.

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. **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.

7. **MINISTER APPROVAL:** The Vendor shall have a period of 180 days from the date of the Vendor's acceptance of this Agreement to obtain the approval of the Minister of Education (Ontario) (the "**Minister**") of the disposition (the "**Disposition**") of the Property contemplated hereby. If the Vendor is not able to obtain the approval of the Minister to the Disposition within the time limit set forth above, it shall deliver written notice to that effect, to the Purchaser and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction. If the Minister provides its approval of the Disposition within the time limit set forth above, the Vendor shall deliver written notice to that effect to the Purchaser. This condition is inserted for the sole benefit of the Vendor.
8. **COMPLETION DATE AND CONDITION RE: ASSIGNMENT AND ASSUMPTION OF SOLAR CONTRACT:** 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 last to occur of: (a) waiver or deemed waiver of the condition described in section 6; and (b) waiver or deemed waiver of the condition described in section 7.

The Purchaser also acknowledges and agrees that a solar facility has been constructed on the roof of the building on the Property further to a Rooftop License Agreement between the Vendor and Reliant First Nation Limited Partnership dated January 15, 2013, amended by a License Amending Agreement dated March 31, 2015 between the Vendor, Reliant First Nation Limited Partnership and Essex Projects Inc. and a Second License Amending Agreement dated November 3, 2016 between the Vendor and Essex Projects LP and subject to an Assumption of Rooftop License Agreements made as of June 23, 2016 among Essex Projects LP, Greater Essex County district School Board and Reliant First Nation Limited Partnership and a Second Assumption of Rooftop License Agreements made as of November 18, 2016 among SIF #2 Reliant Essex LP, Greater Essex County District School Board and Essex Projects LP (together, the "**Contract**") and the Purchaser acknowledges receipt of same. It shall be a condition of Closing, in favour of the Vendor, that prior to the Completion Date the Purchaser and the Vendor shall have negotiated an assignment and assumption agreement acceptable to the Vendor, whereby the Purchaser assumes all of the rights and obligations of the Vendor under the Contract in respect of the Property and the Board is otherwise released from any obligations under the Contract in respect of the Property from and after the Completion Date. Such assignment and assumption is to be effective on the Completion Date and subject to the completion of the transfer of the Property by the Vendor to the Purchaser as contemplated hereby. Subject to the matters contemplated by the Contract and the assignment and assumption thereof, upon completion of the purchase and sale of the Property as contemplated hereby, vacant possession of the Property shall be given to the Purchaser.

9. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. EST on the fifteenth (15<sup>th</sup>) 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.
10. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
11. **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.

12. **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.
13. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for: (a) any registered restrictions or covenants that run with the land providing that such are complied with;(b) any registered municipal agreements and registered agreements with publicly regulated utilities providing 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.
14. **"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.
15. **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.
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 and vacant possession will be provided by the Vendor on closing.
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 \_\_\_\_ day of \_\_\_\_\_, 2024

[insert name if Purchaser is a Corporation]

\_\_\_\_\_  
Name:

Title:

I have the authority to bind the Corporation.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[insert name if Purchaser is an Individual]

The Greater Essex County 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 \_\_\_\_\_, 2024

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

VENDOR'S LAWYER:

Harrison Pensa LLP, Attention: Scott Spindler  
130 Dufferin Ave, Suite 1101, London, ON N6A 5R2

519-661-6734

Phone No.

sspindler@harrisonpensa.com

E-mail

PURCHASER'S LAWYER'S NAME AND FULL CONTACT PARTICULARS:

\_\_\_\_\_  
Lawyer Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
E-mail