

THIS AGREEMENT made this day of February, 2024.

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE,
(hereinafter referred to as "Arran-Elderslie")**

Party of the First Part

- and -

**1000383590 ONTARIO INC.,
(hereinafter referred to as "1000383590")**

Party of the Second Part

WHEREAS Arran-Elderslie is the registered owner of the lands and premises described as Part Lot 30, being Parts 7 and 8, reference plan 3R-820, and Part Lot 31, being Parts 5 and 6, reference plan 3R-820, E/S Duke Street North, Town of Paisley, Municipality of Arran-Elderslie and more particularly described in Schedule "A" attached hereto ("Arran-Elderslie Lands");

AND WHEREAS 1000383590 is the registered owner of the lands and premises described as Part of Lots 3 and 4 W/S Queen Street, being Parts 18 and 19, reference Plan 3R-6965, Town of Paisley, Municipality of Arran-Elderslie and more particularly described in Schedule "B" attached hereto (the "1000383590 Lands");

AND WHEREAS 1000383590 wishes to obtain title to the Arran-Elderslie Lands (the "1000383590 Purchase Lands");

AND WHEREAS Arran-Elderslie wishes to obtain title to the 1000383590 Lands (the "Arran-Elderslie Purchase Lands");

AND WHEREAS Arran-Elderslie and 1000383590 have agreed that the Arran-Elderslie Purchase Lands and the 1000383590 Purchase Lands are of equivalent value to Arran-Elderslie and 1000383590 respectively.

NOW THEREFORE WITNESSETH that in consideration of \$10.00 paid by each Party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged by each Party, and the mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. In consideration of Arran-Elderslie conveying the 1000383590 Purchase Lands to 1000383590, 1000383590 agrees to convey to Arran-Elderslie, the Arran-Elderslie Purchase Lands in exchange with no payment by either Party to the other either by cash or security except as otherwise provided for in this Agreement.
2. Except as otherwise provided for herein, the Parties hereto agree that the exchange of the Arran-Elderslie Purchase Lands and the 1000383590 Purchase Lands (collectively the "Purchase Lands") is all the consideration that shall pass between the Parties.
3. The Parties hereto agree that the value of the 1000383590 Purchase Lands is \$230,000.00 and the value of the Arran-Elderslie Purchase Lands is \$230,000.00.
4. This Agreement and the reciprocal exchange of the Arran-Elderslie Purchase Lands and the 1000383590 Purchase Lands contemplated herein may require the registration of a Reference Plan.
5. This Agreement is subject to compliance with the *Planning Act*, R.S.O. 1990 and amendments thereto.
6. The transaction contemplated herein shall be completed on or before March 1, 2024 unless a Reference Plan is required to be deposited, in which case the closing shall be 20 days after the deposit of such Reference Plan.
7. Arran-Elderslie agrees to pay all costs to complete these transactions including survey, legal and registration costs with the legal costs not to exceed \$2,000.00 inclusive of disbursements and plus H.S.T.
6. Each Party shall be allowed until 11:59 p.m. on the 10th day prior to closing (the "Requisition Date") to examine title to the respective Purchase Lands being conveyed herein, to satisfy themselves that there are no outstanding municipal work orders or deficiency notices affecting the respective properties being conveyed herein and that the Purchase Lands present or proposed use may be lawfully continued.
7. Neither Party shall call for the production of any title, deed abstract, survey or other evidence of title to their respective property except such as are in the possession or control of each Party. Each Party agrees that they will deliver any sketch or survey of the Purchase Lands in their respective possession or within their respective control to each other Party, as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a chartered bank, trust company, credit union or insurance company and which is not to be assumed by either Party on closing is not available in registerable form on completion, each Party agrees to accept each other Party's

solicitors personal undertaking to obtain a discharge of such Charge/Mortgage in registerable form and to register same on title within 60 days after closing.

8. Provided that the title to the 1000383590 Purchase Lands and the Arran-Elderslie Purchase Lands 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 municipal agreements and registered agreements with publicly regulated utilities providing that such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from an authorized representative of the municipality or regulated utility;
 - (b) Any minor easements for the supply of domestic utility or telephone services to the respective properties or adjacent properties; and
 - (c) 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 proposed use of the Purchase Lands.

If within the specified times referred to in this paragraph any valid objection to title or to any outstanding municipal work order or deficiency notice, or to the fact the present or proposed use may lawfully be allowed, and which the transferor Party is unable or unwilling to remove, remedy or satisfy and which the transferee Party will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections having been made, this Agreement shall be at an end and any and all monies hereto paid shall be returned without interest or deduction. Save as to any valid objection so made by such date, and except for any objection going to the root of title, the transferee Party shall be conclusively deemed to have accepted the transferor Party's title to their respective properties being conveyed.

9. The Transfer/Deed of Land shall, save for the land transfer tax affidavit, be prepared in a registerable form for the 1000383590 Purchase Lands by Arran-Elderslie's solicitors and for the Arran-Elderslie Purchase Lands by 1000383590's solicitors. 1000383590 may direct title in a different name(s) to maintain four (4) separate building lots.
10. Except as expressly set forth in this Agreement, each Party does not hereby make any representations, warranties or other statement with respect to the Purchase Lands. Each Party understands and agrees that the Purchase Lands being exchanged pursuant to this Agreement are being exchanged on an 'as is - where is' basis.
11. If 1000383590 wishes to sell any part of the 1000383590 Purchase Lands within one (1) year of the Closing Date contemplated herein it shall first offer, in writing, to sell back such

lands to Arran-Elderslie at a specified purchase price with applicable terms and conditions. If such offer and terms and conditions is not accepted, in writing, by Arran-Elderslie within 30 days, Arran-Elderslie's right of first refusal contained herein shall become null and void with respect to the 1000383590 Purchase Lands.

12. The parties acknowledge that it is the intention of 1000383590 to service the 1000383590 Purchase Lands by means of a fully serviced municipal road along the unopened portion of Duke Street North along its full frontage of the 1000383590 Purchase Lands. 1000383590 acknowledges that a separate servicing agreement with Arran-Elderslie will be required for such purpose which shall include approval of all servicing and posting of cash and securities as required by a normal development proposal. Arran-Elderslie is the owner of lands on the opposite side of the 1000383590 Purchase Lands on Duke Street North and the parties agree to share equally in the costs of such servicing on the following basis: (i) a reduced cash and security requirement on execution of the above referenced servicing agreement; and, (ii) payment to 1000383590 of one-half of all servicing costs within 18 months of completion of servicing. These cost sharing provisions will apply *mutatis mutandis* if Arran-Elderslie undertakes such servicing in advance of 1000383590 doing so. These cost sharing provisions will lapse if such servicing work has not commenced or a servicing agreement has not been entered into between the parties within five (5) years of the date of this Agreement.
13. All disputes and questions whatsoever which may arise under or pursuant to this Agreement or the construction or application thereof including any adjustment regarding servicing costs or any modification to the respective plans shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Act of Ontario or any statutory modification or replacement thereof for the time being in force.
14. 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 both Parties hereto or by their respective solicitors who are hereby expressly appointed in this regard.
15. This Agreement including any schedule hereto shall constitute the entire agreement between 1000383590 and Arran-Elderslie. There is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced any Party hereto to enter into this Agreement or on which reliance is placed by any such Party, or which affects this Agreement, or the Purchase Lands herein being conveyed or supported hereby, other than as expressed herein.
16. This Agreement shall be read with all changes of gender or number required by the context. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

17. As this transaction is subject to Harmonized Goods and Services Tax ("HST") pursuant to the Excise Tax Act (Canada) such HST shall be in addition to and not included in the value of each Parties respective property and HST shall be collected and remitted in accordance with applicable legislation. All Parties hereto represent that they are HST registrants with Revenue Canada, Customs & Excise and all Parties shall provide to each other Party, on or before closing, specific documentary evidence confirming each Party's HST registration number in a form satisfactory to each Party's solicitors and undertakes to file the appropriate forms with Revenue Canada and Customs and Excise.
18. Each Party agrees to execute such further documents and assurances as may be required to give effect to this Agreement.


IN WITNESS WHEREOF the Parties have hereunto executed this Agreement by their duly authorized signing officers in that respect on the date above written.

The Corporation of the Municipality of Arran-Elderslie

 Per: Mayor
 I have authority to bind the Corporation.

 Per: Clerk
 I have authority to bind the Corporation.

1000383590 Ontario Inc.



 Per: Reid C. Allen President
 I have authority to bind the Corporation.

Schedule "A"

Arran-Elderslie Lands

Part of PIN 33242-0255

Part of Lots 30 and 31, East Side of Duke Street North, Paisley (Plan 255)

being Parts 5, 6, 7 and 8 on Reference Plan 3R-820

Schedule "B"

1000383590 Lands

Part of PINs 33181-0728 and 33181-0746

Part of Lots 3 and 4 West Side of Queen Street South, Paisley (Plan 255)

being Parts 18 and 19 on Reference Plan 3R-6965