



# Agreement of Purchase and Sale Commercial

## Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 27 day of March, 2024

**BUYER:** The Corporation of the Municipality of Middlesex Centre, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** Canadian Bank of Commerce and Canadian Imperial Bank of Commerce, the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address 13211 Ilderton Road

fronting on the South side of Ilderton Road

in the Town of Ilderton and County of Middlesex

and having a frontage of 132 more or less by a depth of 90 more or less

and legally described as PART LOTS 2 AND 3 PLAN 363, AS IN 478614, 39532LY MIDDLESEX CENTRE TWP being all of PIN 08135-0082 (LT) (the "property")  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** Dollars (CDN\$) 475,000

Four Hundred Seventy-Five Thousand Dollars Dollars




**DEPOSIT:** Buyer submits upon acceptance  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Fifty Thousand Dollars Dollars (CDN\$) 50,000.00

by negotiable cheque payable to CBRE Limited, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**


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

**1. IRREVOCABILITY:** This offer shall be irrevocable by SELLER  <sup>DS</sup>  until 5:00 on the 2 <sup>DS</sup>  day of April, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of .....  
See Schedule A, 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

4. **CHATELLS INCLUDED:** .....

N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** .....

N/A

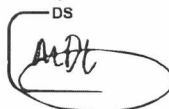
6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Water heater (if rented)

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

DS  


INITIALS OF SELLER(S):



**8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of **15 days prior to completion**....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (**C1**.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

**9. FUTURE USE:** 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 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 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 minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage 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. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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. 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 exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.


**12. 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 sketch or survey of the property within Seller's control to Buyer 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 Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

**13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

**14. 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, if any, 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 returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

**INITIALS OF BUYER(S):** 

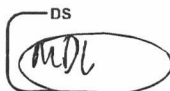
**INITIALS OF SELLER(S):** 

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- 15. 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 covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. 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 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited 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 this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement 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 Buyer.
- 19. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. 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 shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** ~~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 insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. 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.~~
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. 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.**
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set 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 representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

<sup>DS</sup>  


INITIALS OF SELLER(S):





**29. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

DocuSigned by:  
*Laura McFalls*  
B53487D6B3934B7

DocuSigned by:  
*Michael Di Iullo*  
7223E91197D740D

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

**March 27, 2024**  
(Date)

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

*M. Jones*  
(Seller/Authorized Signing Officer)

(Seal)

*April 3, 2024*  
(Date)

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(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 to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9:00 a.m. this 4 day of April, 2024 (a.m./p.m.)

DocuSigned by:  
*Michael Di Iullo*  
(Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage ..... (Tel.No.)  
(Salesperson/Broker/Broker of Record Name)  
Co-op/Buyer Brokerage ..... (Tel.No.)  
(Salesperson/Broker/Broker of Record Name)

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

*M. Jones* *April 3, 2024*  
(Seller) (Date)

(Seller) (Date)

Address for Service .....

Seller's Lawyer *Michael Wren / Miller Thomson LLP* (Tel. No.)

Address *40 King Street West Suite 5800, Toronto*

Email *m.wren@millertomson.com*  
*416-595-8184*

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

*Michael Di Iullo* *March 27, 2024*  
(Buyer) (Date)

(Buyer) (Date)

Address for Service **505 Dundas Street, London, ON N6B 1W4**

Buyer's Lawyer **Laura McFalls** (Tel. No.)

Address **1-275 Dundas Street, London, ON N6B 3L1**

Email **laura.mcfalls@siskinds.com**  
**226 330-0447 519 660-2105**

(Tel. No.) (Fax. No.)

**FOR OFFICE USE ONLY**

**COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:  
In consideration for the Co-operating Brokerage 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 MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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# Schedule A Agreement of Purchase and Sale – Commercial

**Form 500**  
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** The Corporation of the Municipality of Middlesex Centre, and

**SELLER:** Canadian Bank of Commerce and Canadian Imperial Bank of Commerce

for the purchase and sale of 13211 Ilderton Road

dated the 27 day of March, 2024

Buyer agrees to pay the balance as follows:

**PLEASE SEE SCHEDULE "A" ATTACHED.**

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

<sup>DS</sup>

**INITIALS OF SELLER(S):**

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# Schedule "A"

THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE

AGREEMENT OF PURCHASE AND SALE dated 25<sup>th</sup> day of March, 2024

**B E T W E E N:**

THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE

(hereinafter called "Middlesex Centre")

OF THE FIRST PART

-and-

CANADIAN BANK OF COMMERCE and CANADIAN IMPERIAL BANK OF COMMERCE

(hereinafter called the "Seller")



OF THE SECOND PART

## Completion Date

1. This Agreement shall be completed Friday, May 24, 2024. Upon completion, vacant possession of the property shall be given to Middlesex Centre (the "Closing Date").

## Production of Documents



2. Middlesex Centre 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 Seller which shall be provided to Middlesex Centre within five (5) business days of mutual execution of this Agreement.

3. ~~The Seller covenants that where applicable it will deliver or cause to be delivered to Middlesex Centre, within five (5) days after the date of execution of this Agreement any of the documents below that are in the possession or control of the Seller:~~  



~~(a) Any survey or surveyor's certificate of the Property;~~  

~~(b) Any plans relating to the Property;~~  


~~(c) Realty tax bill for 2023/2024 and all local improvements and assessment appeals relating to the property;~~  

~~(d) Copies of any and all Phase 1 Environmental Site Assessments, Phase 2 Environmental Site Assessments, quotes for remediation, environmental documents or any other information, analytical data, designated substances results, building condition reports, sampling results, soil and/or groundwater sampling;~~  




- ~~(e) Letters of inquiry or any inspection reports from any governmental authority with respect to the environmental condition of the property or any adjoining or adjacent property or the presence of any hazardous substances, contaminants, or pollutants on the property;~~ 
- ~~(f) Any permits, licenses or approvals relating to the Property;~~ 
- (g) Phase I and Phase II environmental site assessments including drafts and final reports as are available relating to the Property.


Collectively the documents set out in this section 3 are referred to as the "Plans and Reports."


- ~~4. The Seller acknowledges and agrees that Middlesex Centre will be relying on all the information, materials and documents as set out above in section 3 (the "Plans and Reports") to assist Middlesex Centre in undertaking its due diligence investigations prior to entering into this Agreement and with respect to Middlesex Centre's intended use of the property. The Seller represents and warrants that the Plans and Reports provided to the Buyer include all of the information, materials and documents in its possession and control and that it is not aware of other facts or circumstances in connection with the subject matter of the Plans and Reports. This representation and warranty shall survive the completion of this transaction indefinitely.~~ 

**Conditions, Representations, and Warranties**

5. Passing of a By-law by Council: The Municipality has direction from Council to enter into this Agreement of Purchase and Sale. However, the Municipality's obligation to perform the transaction of purchase and sale contemplated herein shall be conditional upon the Council of the Municipality of Middlesex Centre passing a by-law within a period of 10 days from the execution of this Agreement authorizing the purchase of the Property upon the terms and conditions contained in this Offer. In the event this condition is not fulfilled, this Agreement shall be null and void and the deposit shall be returned to Middlesex Centre and neither Middlesex Centre nor the Seller shall have any liability to the other for any costs or damages.

- ~~6. On completion, the Vendor shall provide Middlesex Centre with a statutory declaration confirming that all of the above covenants and warranties are still correct and true as at the date of closing.~~ 

- ~~7. The Seller shall advise Middlesex Centre of any change to any representation warranty and covenant contained above which arises after the execution of this Agreement within two business days after such change occurs.~~ 

- ~~8. The representations and warranties contained above shall survive the closing of this transaction and shall continue in full force and effect indefinitely for the benefit of the person to whom they were given.~~ 





### Inspection

9. Middlesex Centre, its agents, and contractors shall be permitted to inspect the Property as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Seller.

~~10. The Seller covenants and agrees that forthwith after this Agreement has been fully executed by the Seller and Middlesex Centre, that Middlesex Centre and its authorized representatives, consultants, agents, surveyors, engineers, contractors, and sub-contractors shall be allowed access to the Property at any reasonable time, and from time to time, prior to the Closing Date, to conduct at their own risk and cost, such reasonable tests, investigations and inspection thereto as Middlesex Centre may deem necessary in its sole and absolute discretion provided that the Property shall be restored by Middlesex Centre at its costs to the physical condition as much as reasonably possible existing prior to such tests and examinations being made and that all waste materials generated during any such tests, inspections, and examinations are removed from the Property and properly disposed of in accordance with all applicable law at the sole expense of Middlesex Centre. Middlesex Centre agrees to indemnify the Vendor from any losses, costs, claims, third party claims, damages, or expenses that the Vendor may suffer as a result of the tests, investigations and inspections of the Property conducted by the Purchaser or Purchaser's authorized representatives.~~

 DS MDL

11. The Seller authorizes all governmental authorities, municipalities, agencies, regulators, utilities including quasi government bodies to release to Middlesex Centre any and all information that may be on record with respect to the property. ~~The Seller shall deliver to Middlesex Centre on acceptance of this Agreement a written authorization provided by Middlesex Centre.~~

 DS MDL

### Completing the Transaction

~~12. The Seller agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements, and mortgages now registered against the Property and not assumed by Middlesex Centre.~~

 DS MDL

13. The Seller covenants and agrees to deliver to Middlesex Centre on the Completion Date, all such deliveries to be a condition of Middlesex Centre's obligation to close this transaction, including the following:

(a) A Transfer/Deed of the Property;

~~(b) A statutory declaration by the Seller stating the accurateness and truthfulness of all of the representations and warranties stated herein;~~


 DS MDL

~~(c) Such further documentation and assurances as the Purchaser may reasonably required to complete the transaction contemplated by this Agreement.~~

 DS MDL

14. The Transfer shall be prepared by Middlesex Centre and completed by Middlesex Centre, in registrable form acceptable to the Seller. Middlesex Centre will pay all Land Transfer Tax, Harmonized Sales Tax (HST) and other costs in connection with the registration of it.
15. Where each of Middlesex Centre and the Seller retain a lawyer to complete the transaction of purchase and sale contemplated herein, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* (Ontario) and any amendment thereto, the Parties acknowledge and agree that the delivery of documents and the release thereof to the Parties may, at the lawyers' discretion: (a) not occur contemporaneously with the registration of the transfer/deed (and other registrable 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 to be entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-CBAO Committee on Elective Registration of Title Documents.

### Miscellaneous

- ~~16. The Seller warrants, represents and agrees that the *Expropriations Act*, R.S.O. c.E.26 as amended, does not apply to this transaction.~~ 
17. The Seller and Middlesex Centre shall be responsible for its own legal and other professional and consulting costs in respect to this transaction.
18. If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.
19. This Agreement shall be read with all changes of gender or number as required by the context.
20. This Agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.