

**THIS CONSENT TO AGREEMENT OF PURCHASE AND SALE** (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025,

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

**THE CORPORATION OF THE TOWN OF TILLSONBURG**  
(the “**Town**”)

OF THE FIRST PART

- and -

**1000639911 ONTARIO INC.**  
(the “**Owner**”)

OF THE SECOND PART

- and -

**GRAHAM ESTATES INC.**  
(the “**Purchaser**”)

OF THE THIRD PART

**WHEREAS:**

- A. pursuant to an Agreement of Purchase and Sale between the Town and the Owner dated the 27<sup>th</sup> day of June 2023, and as amended from time to time (the “**APS**”), the Owner purchased from the Town and the Town sold to the Owner the lands and premises municipally known as 1001 Progress Drive in the geographic Town of Tillsonburg, in the County of Oxford, as more particularly described in Schedule “A” attached hereto (the “**Property**”), which transaction was completed on September 7, 2023 (“**Closing**”);
- B. the purchase and sale of the Property is subject to certain development covenants by the Owner in favour of the Town, as set forth in Schedule “E” attached to the APS (the “**Development Covenants**”), which Development Covenants survived and did not merge on Closing;
- C. the Development Covenants provide that the Owner shall not sell the Property or any part thereof to any person, firm, or corporation without first offering, in writing, to sell the Property to the Town for consideration equal to or less than the consideration paid by the Owner to the Town in the original conveyance of the Property, less the costs of the Town incurred in reacquiring the Property;

- D. the Purchaser is the registered owner of certain lands and premises adjoining the Property, municipally known as 1015 Progress Drive, in the geographic Town of Tillsonburg, in the County of Oxford, and as more particularly described in Schedule “B” attached hereto (the “**Adjoining Property**”);
- E. the Owner wishes to sell the Property to the Purchaser and the Purchaser wishes to purchase the Property from the Owner (the “**Resale Transaction**”) for the total consideration in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) (the “**Resale Price**”); and,
- F. the Town is prepared to waive its right to repurchase the Property from the Owner and to consent to the Resale Transaction subject to the terms and conditions as hereinafter set forth;

**NOW THEREFORE**, in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the others, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto hereby agree as follows:

- 1. **Recitals.** The parties hereto acknowledge and confirm that the foregoing recitals are true, both in substance and fact.
- 2. **Defined Terms.** Unless the context otherwise requires, capitalized terms used but not defined in this Agreement shall have the respective meanings given to them in the Development Covenants.
- 3. **Due Incorporation & Subsistence.** The Purchaser represents and warrants to the Town that it is a corporation, duly incorporated and organized and validly subsisting under the laws of the Province of Ontario and has the corporate power to enter into this Agreement.
- 4. **Receipt.** The Purchaser hereby confirms having received and reviewed copies of the APS and the Development Covenants, together with any amendments made thereto.
- 5. **Consent.** Notwithstanding anything else contained in the APS or the Development Covenants to the contrary, the Town hereby consents to the Resale Transaction, subject to such terms and conditions as are herein contained.
- 6. **Condition.** The Purchaser represents and warrants to the Town that it is purchasing the Property for the purpose of consolidating the Property with the Adjoining Property and not for the purpose of speculating in land. As a condition to the Town providing its consent to the Resale Transaction, the

Purchaser shall take title to the Property in the same name in which the Purchaser holds title to the Adjoining Property.

7. **Consolidation of PINs.** The Purchaser hereby undertakes to register such instrument(s) as may be required by the Land Titles Office to consolidate the Property with the Adjoining Property into one PIN, and to provide the Town with registration particulars of same as soon as possible following completion of the Resale Transaction.
8. **Resale Price.** The Owner and the Purchaser represent and warrant to the Town that the amount of the Resale Price set out in the foregoing recitals is accurate and is the only consideration being given by the Purchaser to the Owner for the Property. In the event that the amount of the Resale Price is higher than the amount set out in the foregoing recitals, the Owner and the Purchaser shall be jointly and severally liable to the Town in the amount equal to Seventy-Five Percent (75%) of the difference between the increased Resale Price and the amount of the Resale Price set out in the foregoing recitals. For greater certainty, the Town shall not be liable to either of the Owner or the Purchaser in the event that the Resale Price is less than the amount set out in the foregoing recitals. For the purposes of this section, any adjustments to the Resale Price in the statement of adjustments between the Owner and the Purchaser in respect of any realty taxes or local improvement rates shall have no effect.
9. **Assumption.** As of and from the date that the Resale Transaction is completed, the Purchaser shall assume the Owner's obligations under the Development Covenants, as amended herein, as well as those obligations of the Owner that have survived Closing, and the Purchaser hereby covenants and agrees with the Town to comply with same.
10. **Amendment.** Paragraphs 1(a), (b), (c), and (d) of the Development Covenants shall be automatically deleted upon completion of the Resale Transaction.
11. **Non-Waiver.** Any failure by the Town to require the performance by the Owner or the Purchaser of any obligation of the Owner or the Purchaser arising from the Development Covenants or any surviving obligation under the APS shall in no way affect the Town's right thereafter to enforce such obligation of the Owner or the Purchaser. Unless agreed to in writing by the Town, any waiver by the Town of the performance of any obligation under the Development Covenants, as amended by this Agreement, or any surviving provision of the APS, shall not be taken or held to be a waiver of the performance of same or any other obligation at a later time. The Town

specifically reserves the right to enforce the Development Covenants and the surviving provisions of the APS.

12. ***Separate Agreement.*** The Owner and the Purchaser may have, by separate agreement, set out other terms and conditions between them for the Resale Transaction, to which agreement the Owner and the Purchaser acknowledge and confirm that the Town is not bound. The Purchaser hereby postpones and subordinates the Purchaser's right, title, estate, and interest in and to the Property arising from such separate agreement in all respects to and in favour of the Town's right, title, estate, and interest in and to the Property arising from this Agreement, the surviving provisions of the APS, and the Development Covenants.
13. ***Indemnity.***
  - (a) The Owner and the Purchaser shall jointly and severally indemnify and hold the Town harmless from and against any and all losses, liabilities, suits, actions, proceedings, claims, causes of action, damages, judgments, costs, or charges incurred by the Town as a result of a breach of the terms, covenants, representations, warranties, and undertakings set out herein by the Owner and the Purchaser.
  - (b) The Owner shall indemnify and hold the Town harmless from and against any and all losses, liabilities, suits, actions, proceedings, claims, causes of action, damages, judgments, costs, or charges whatsoever arising out of the APS or the Development Covenants, or any breach thereof, occurring or arising prior to the date of this Agreement, by the Owner.
  - (c) The Purchaser shall indemnify and hold the Town harmless from and against any and all losses, liabilities, suits, actions, proceedings, claims, causes of action, damages, judgments, costs, or charges whatsoever, including all claims arising out of, incidental to, or in connection with any breach by the Purchaser of any of the obligations under the surviving provisions of the APS and the Development Covenants, as amended herein, including the Town's actual legal costs of enforcing any of the obligations under the Development Covenants, as amended herein, or the surviving obligations under the APS, against the Purchaser.
14. ***Release.*** The Owner hereby releases the Town from and against all claims, actions, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, warranties, claims over, indemnities, contracts, losses,

injuries, undertakings, covenants, and liabilities of whatever nature and kind whether actual, pending, or potential, and whether in equity or at law, which the Owner now has or may hereafter, can, or shall have for or by reason of any cause, matter, or thing whatsoever existing up to the present time, arising out of, connected with, or related to the purchase and sale of the Property, including, without limiting the generality of the foregoing, the APS and the Development Covenants.

15. **Costs.** The Owner shall, within thirty (30) days following written demand by the Town therefor, reimburse the Town for its actual costs associated with any matter arising from or in any way connected to this Agreement, including, without limiting the generality of the foregoing, the Town's legal costs associated with creating and reviewing this Agreement.
16. **Further Assurances.** Each of the parties hereto shall promptly do, make, execute, or deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, or things as any other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement.
17. **Time.** Time shall be of the essence with respect to this Agreement.
18. **Enurement.** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
19. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
20. **Severability.** Any provision in this Agreement held to be illegal or unenforceable shall be ineffective to the extent of the illegality or unenforceability without invalidating the remaining provisions of this Agreement.
21. **Counterparts.** This Agreement may be executed in several counterparts and by facsimile or other form of electronic transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same document.
22. **Electronic Signatures.** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended from time to time, with respect to this Agreement.

*[Remainder of page left blank. Signing page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**THE CORPORATION OF THE  
TOWN OF TILLSONBURG**

Per: \_\_\_\_\_  
Name: Deb Gilvesy  
Title: Mayor

Per: \_\_\_\_\_  
Name: Amelia Jaggard  
Title: Deputy Clerk

*We have authority to bind The  
Corporation of the Town of  
Tillsonburg.*

**1000639911 ONTARIO INC.**

Per: \_\_\_\_\_  
Name: Daniel Kimura  
Title: Director

*I have authority to bind the  
corporation.*

**GRAHAM ESTATES INC.**

Per: \_\_\_\_\_  
Name: Benjamin Paul Graham  
Title: President

*I have authority to bind the  
corporation.*





**SCHEDULE "A"**

**Legal Description of the Property**

PART BLOCK 3 PLAN 41M381, PARTS 20, 21 & 22 41R10330 TOGETHER WITH AN EASEMENT OVER PART LOTS 1 & 2 CONCESSION 5 NORTH TALBOT ROAD MIDDLETON, PARTS 14, 16, 17 & 18 41R8326 AS IN CO85675 SUBJECT TO AN EASEMENT IN GROSS OVER PART 20 41R10330 AS IN CO285986 SUBJECT TO AN EASEMENT IN GROSS OVER PART 22 41R10330 AS IN CO285987 TOWN OF TILLSONBURG

PIN: 00038-0453 (LT)

**SCHEDULE “B”**

**Legal Description of the Adjoining Property**

PART BLOCK 3 PLAN 41M381, PARTS 9, 10, 11 & 12 41R10330 SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10 & 12 41R10330 AS IN CO274665 SUBJECT TO AN EASEMENT IN GROSS OVER PART 9 41R10330 AS IN CO274666 TOGETHER WITH AN EASEMENT OVER PART LOTS 1 & 2 CONCESSION 5 NORTH TALBOT ROAD MIDDLETON, PARTS 14, 16, 17 & 18 41R8326 AS IN CO85675 TOWN OF TILLSONBURG

PIN: 00038-0452 (LT)