

**AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")**

BETWEEN

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

(the "Vendor")

-and-

**[ Schep's NL Inc. ]**

(the "Purchaser")

**WHEREAS** the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Property");

**AND WHEREAS** the Purchaser wishes to purchase from the Vendor and the Vendor wishes to sell to the Purchaser the Property on the terms and conditions set out in this Agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants and premises in this Agreement, the parties agree as follows:

**SECTION I - GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.

2. The Purchaser shall pay to the Vendor a Price of ~~four hundred and sixty five thousand Dollars (\$465,000.00)~~ <sup>five hundred and one thousand</sup> Dollars (the "Purchase Price"). ~~(\$465,000.00)~~ <sup>(\$501,000.00)</sup>

3. The Purchase Price shall be paid as follows:

(a) \*\* Dollars (\$\*\*) deposit is payable by the Purchaser by certified cheque upon Acceptance of this Agreement, to be held on an interest free basis by the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser in full without interest or deduction; and

(b) the balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque drawn on a solicitor's trust account or bank wire using the "Lynx High Value Payment System".

**SECTION II - PURCHASE OF PROPERTY**

4. Irrevocable Date

(a) The parties agree and acknowledge that negotiation of this APS is not a valid and binding agreement until Accepted (as hereinafter defined) by the Council of The Corporation of the Town of Tillsonburg. The Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, shall negotiate the terms of this APS in good faith. However, the negotiation of the terms of this APS by the Chief Administrative Officer of the Town of Tillsonburg, or his or her designate, in no way binds The Corporation of the Town of Tillsonburg until such time as this APS is authorized and approved by the Council of The Corporation of the Town of Tillsonburg.

(b) "Acceptance" shall mean the date upon which the Mayor and Clerk of the Town of Tillsonburg, or such other persons as the Vendor may authorize from time to time, sign and execute this APS subsequent to the requirement that the Council of The Corporation of the Town of Tillsonburg has passed a resolution or by-law authorizing

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

and approving the sale of the Property to the Purchaser pursuant to the terms of this APS.

- (c) This APS shall be irrevocable and open for Acceptance by the Vendor until 6:00 p.m. on **the 31<sup>st</sup> day of March, 2026**, and when Accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without interest or deduction.

5. Council Approval

- (a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Town of Tillsonburg in its sole and absolute discretion by resolution or by-law. If Council approval is not obtained on or before the Completion Date, then this Agreement shall be null and void and any deposits paid by the Purchaser shall be returned to the Purchaser without interest or deduction.

6. Deed/Transfer

- (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

7. Completion Date

8. If a Plan (as hereinafter defined) is required to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, The County of Oxford (the "County"), or a public utility company, then the closing of this transaction shall take place on the **first (1<sup>st</sup>) business day that is at least fourteen (14) days after the date that the Vendor provides written notice to the Purchaser that the Plan has been deposited with the Land Titles Office**, or such other date as mutually agreed upon (the "Completion Date" or "Closing"). If a Plan is not required to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, the County, or a public utility company, then the Completion Date shall be **November 23, 2024**. On the Completion Date, the Vendor shall provide possession of the Property in "as is, where is" condition.

9. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within twenty-eight (28) days of Acceptance of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

### SECTION III - CONDITIONS, REPRESENTATIONS AND WARRANTIES

10. Provision of Company Information and Development Plans

- (a) The Purchaser shall provide the following information about its company and development plans for the Property in the form of a Letter of Intent, on corporate letterhead, for review by the Vendor prior to entering into this Agreement with the Purchaser, setting out the following information:
- (i) Purchasing company description and relationship to the operating company (if different);
  - (ii) Articles of Incorporation detailing shareholders;
  - (iii) Description of the products and services provided by the operating company;
  - (iv) Information on proposed development plan and timing;
  - (v) Initial building sizes and potential future expansions; and,
  - (vi) Estimated initial and potential future employment.

Should the Purchaser's plans change in any manner, the Purchaser shall provide an update to the Vendor, in writing, thirty (30) days prior to the scheduled Completion Date, or, if after the Completion Date, at least thirty (30) days prior to the first (1<sup>st</sup>) year anniversary of the Completion Date, the obligation of the Purchaser to do so being an obligation which shall survive and not merge on Closing.

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

11. Property Not for Resale

- (a) The Purchaser represents and warrants to the Vendor that it is purchasing the Property for the construction of a building and not for the purpose of resale of or speculation in vacant land.
- (b) **Notwithstanding the foregoing, the Vendor acknowledges that if the Purchaser determines, acting reasonably and in good faith, that the Property no longer fits within the Purchaser's long-term growth or development plan, the Vendor shall not unreasonably withhold, delay or condition its consent to a future sale or transfer of the Property to a third party, provided that the Purchaser has complied with all Development Covenants and related obligations under this Agreement and the Town's applicable by-laws.**

12. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "D" attached to this APS (the "Development Covenants"), which shall survive the completion of this transaction and run with the Property. To ensure compliance with Section 10 of this APS and the Development Covenants, on the Completion Date the Purchaser shall register an Application to Annex Restrictive Covenants pursuant to Section 118 of the *Land Titles Act* against title to the Property, containing the statement that there shall be no Transfer/Deed or Charge/Mortgage of all or any part of the Property registered in the Land Registry Office without the prior written consent of The Corporation of the Town of Tillsonburg (the "Restriction"). The Restriction shall be registered immediately after the Transfer/Deed of the Property in favour of the Purchaser pursuant to this APS. Upon fulfillment of all of the Purchaser's obligations under the Development Covenants, the Vendor shall provide its written consent to the deletion of the Restriction from title to the Property at the Purchaser's expense forthwith upon written request from the Purchaser providing details satisfactory to the Town, acting reasonably, of the basis on which the Purchaser asserts it has fulfilled all of the Development Covenants.

13. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon Acceptance by the Vendor, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to obtain, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.
- (b) The Purchaser acknowledges and confirms that nothing in this APS shall be interpreted or construed as the Vendor, its Council, or any other official of the Vendor granting consent, permission, or licence for the Purchaser to make encroachments on lands that are not included with the Property. The Purchaser undertakes to comply with all building, zoning, and other municipal by-laws and regulations applicable to the Property, including with respect to minimum setbacks of all improvements now or hereafter situated on the Property from any adjoining lands owned by the Purchaser.

14. Future Use

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

15. Reasonable Assistance

- (a) The Vendor agrees to provide reasonable assistance and co-operation to the Purchaser in obtaining the necessary approvals for the development of the Property subject to the Purchaser's compliance with all relevant building codes, by-laws, land use controls, any other statutory requirements and payment of the fees provided for in the Town of Tillsonburg's current fees by-law.

16. "As Is" Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself by **September 30, 2026** regarding the condition of the Property

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on the Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before Closing with respect to matters set out in the in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

#### SECTION IV - PRIOR TO COMPLETION DATE

17. Purchaser May Inspect the Property
  - (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and any buildings as frequently as is reasonably necessary between the date of Acceptance and the Completion Date at reasonable times and upon reasonable notice to the Vendor.
18. Insurance
  - (a) Pending Closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property, unless such damage is caused by the Purchaser. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

#### SECTION V - COMPLETING THE TRANSACTION

19. Examination of Title
  - (a) Title to the Property shall be good and marketable and free from all encumbrances except for:
    - (i) any registered restrictions or covenants that run with the Property, providing that such are complied with;
    - (ii) any registered municipal agreements and registered agreements with public utility companies 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 public utility company;
    - (iii) any minor easements for the supply of domestic utility or telecommunication services to the Property or any adjacent properties; and,
    - (iv) any service easements or rights-of-way to be reserved in favour of the Vendor, the County, or a public utility company and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser. Any required easement shall be in the form set out in Schedule "C".
  - (b) The Purchaser is allowed **until the first (1<sup>st</sup>) business day that is at least seven (7) days prior to the Completion Date** to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

the municipal by-laws or covenants and restrictions which run with the Property and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

20. Survey or Reference Plan

- (a) The Purchaser acknowledges that a plan of subdivision or reference plan by an Ontario Land Surveyor may need to be deposited with the Land Titles Office (a "Plan") to create a registrable description of the Property and/or any easements to be reserved in favour of the Vendor, the County, or a public utility company.

21. Vendor to Discharge all Encumbrances

- (a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against any chattels or fixtures being conveyed to the Purchaser pursuant to this Agreement.

22. Harmonized Sales Tax

- (a) If the sale of the Property is subject to Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the "Act"), then such tax shall be in addition to Purchase Price. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
- (i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
- (1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
  - (2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property;
  - (3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act; and,
  - (4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST.
- (b) If the Property is not subject to HST, the Vendor agrees to certify on or before the Completion Date that the transaction is not subject to HST.

23. Adjustments

- (a) The Vendor agrees that all deposits, if any, held by the Vendor not including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

24. Deliveries by the Vendor to the Purchaser on Closing

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
- (i) a deed/transfer of the Property;
  - (ii) if applicable, a duplicate copy of the Plan deposited with the Land Titles Office;
  - (iii) a Statutory Declaration by an authorized officer of the Vendor confirming the accurateness and truthfulness of all its representations and warranties herein;
  - (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
  - (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
  - (vi) certified copies of all appropriate certificates, by-laws and other documents of Vendor authorizing the transaction herein; and
  - (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

25. Deliveries by the Purchaser to the Vendor on Closing

- (a) The Purchaser covenants and agrees to deliver to the Vendor on the Completion Date, all such deliveries to be a condition of the Vendor's obligation to close this transaction, the following:
- (i) the balance of the Purchase Price payable pursuant to this Agreement;
  - (ii) an undertaking by the Purchaser to readjust any errors in or omissions from the statement of adjustments;
  - (iii) if applicable, the certificate regarding HST contemplated in section 21 of this Agreement;
  - (iv) the release and indemnity contemplated in section 15 of this Agreement;
  - (v) a "bring down" certificate confirming the continuing truth and completeness of the representations and warranties made by the Purchaser in this Agreement; and,
  - (vi) such other documents as may reasonably be required by the Vendor and are customarily utilized for purchase and sale transactions involving similar property in the vicinity of the Property.

26. Deed/Transfer

- (a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.

27. Electronic Registration

- (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: 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 entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

**SECTION VI - MISCELLANEOUS**

- 28. Entire Agreement
  - (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than expressed herein.
- 29. Acceptance by Fax or Email
  - (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.
- 30. Counterparts
  - (a) 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.
- 31. Tender
  - (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque or bank draft may be tendered instead of cash.
- 32. Time of Essence
  - (a) Time shall be of the essence of this Agreement.
- 33. Planning Act
  - (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.
- 34. Notices
  - (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

**Solicitors for the Vendor:**

Duncan, Linton LLP  
ATTENTION: Adrian Rosu  
45 Erb Street East  
Waterloo, ON N2J 1L7  
Email: adrian@kwlaw.net  
Fax: (519) 886-8651

with a copy delivered to:

The Corporation of the Town of Tillsonburg  
ATTENTION: Development Commissioner  
10 Lisgar Avenue  
Tillsonburg, ON N4G 5A5  
Fax: 519-842-9431

**Solicitors for the Purchaser:**

\*\*  
ATTENTION: \*\*  
\*\*  
\*\*, ON \*\*  
Fax: (\*\*) \*\*

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first (1<sup>st</sup>) business day following the date it was delivered or marked mailed out.

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

35. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
  - (i) Schedule "A" Description of the Property;
  - (ii) Schedule "B" Purchaser Conditions;
  - (iii) Schedule "C" Terms of Easement; and,
  - (iv) Schedule "D" Development Covenants.

36. Successors and Assigns

- (a) The Purchaser shall not assign its rights, title, or interest in and to this APS. Notwithstanding the foregoing, and subject to Section 10 of this APS, the Purchaser may assign its rights, title, or interest in and to this APS to a related person (as that term is defined in Section 251(2) of the Income Tax Act, R.S.C., 1985, c. 1) upon the Vendor's written consent, which consent may be granted or withheld at the Vendor's sole option. Subject to the foregoing restrictions, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchaser on Closing as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser shall not be released from any liability hereunder, if it assigns its interest in this APS, until the successful Closing of this transaction, at which time the Purchaser shall be released from all liability hereunder. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

37. Severability

- (a) 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.

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

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the Purchaser has executed this Agreement:

Dated at Tillsonburg, Ontario this 13 day of February, 2026.

\*\*

Per:  
Tillco Holdings Inc

Name: Jacco Schep

Title: Owner



Name:

Title:

I/We have authority to bind the Corporation.

The Vendor hereby accepts this Agreement according to its terms.

Dated at Tillsonburg, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**IN WITNESS WHEREOF** the Vendor has executed this Agreement:

**The Corporation of the Town of  
Tillsonburg**

\_\_\_\_\_  
Deb Gilvesy  
Mayor

\_\_\_\_\_  
Amelia Jaggard  
Clerk

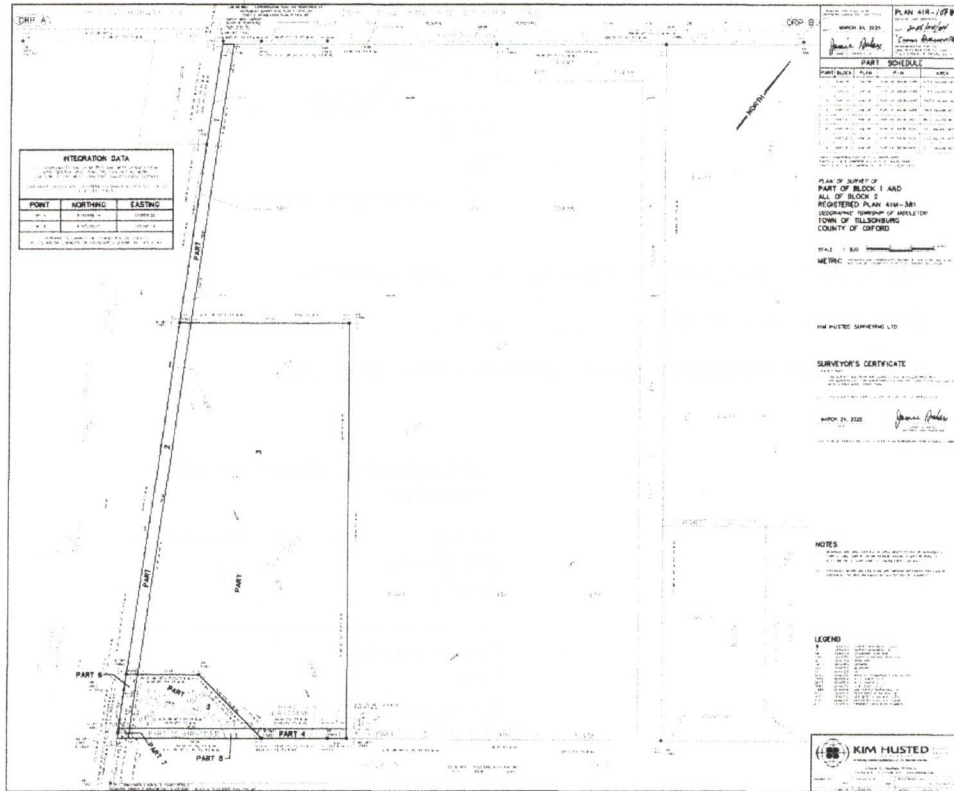
We have authority to bind The Corporation  
of the Town of Tillsonburg.

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

**SCHEDULE "A" - LEGAL DESCRIPTION OF THE PROPERTY**

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Tillsonburg in the County of Oxford, being comprised of **Part of Block 1, Block 2, Plan 41M-381, and more particularly described as Parts 2, 3, 4, 5, 6, 7 and 8**. The estimated area of the Property is 4 acres, more or less, **subject to an easement for future water main across Parts 2, 6 and 7 and an easement for public road access across Parts 5 and 8.**



Buyer's Initials JS

Seller's Initials \_\_\_\_\_

**SCHEDULE "B" – PURCHASER CONDITIONS**

1. The transaction of purchase and sale contemplated herein shall be subject to the fulfillment of the following terms and conditions on or before \_\_\_\_\_, which terms and conditions are for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser. If the conditions are not fulfilled or waived then the deposit shall be returned and Agreement arising from the offer shall be at an end and all parties released from their obligations:

(a) \*\*

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

**SCHEDULE "C" - EASEMENT**

TERMS AND PROVISIONS OF THE EASEMENT:

1. The Owner hereby grants, conveys and confirms to The Corporation of the Town of Tillsonburg (the "Town"), its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right and easement to enter upon the lands herein described at any time for the purposes of constructing, installing and maintaining all municipal services of any kind (including water distribution pipes and sanitary and storm sewers) in, under, over and upon the said lands, and with the further and continuing right to the Town, its successors and assigns, and its servants, agents and workers to enter upon the lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the municipal services and for every such purpose the Town shall have access to the said lands at all times by its agents, servants, employees and workers.

2. The Town covenants and agrees that, upon completion of any work undertaken hereunder, the Town will restore the areas of land upon which it has performed work to the same condition as that in which the lands were found prior to the commencement of the work.

3. The Owner covenants with the Town to keep the lands herein described free and clear of any trees, buildings, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees not to do or suffer to be done anything which might injure any of the works of the Town hereon.

The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Town, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.

5. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. This is an easement in gross.

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

**SCHEDULE "D"**  
**DEVELOPMENT COVENANTS**

1. Title Control [Intentionally Deleted]

- (a) ~~The owner or owners of the property (the "Owner") upon which these development covenants attach (the "Property") covenants and agrees that it may not use the Property for its intended use and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of twenty percent (20%) of the total area of the Property. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the "Completion Date") and to substantially complete the construction of the said building in conformity with an approved site plan within two (2) years from the Completion Date of this transaction.~~
- (b) ~~In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Town of Tillsonburg (the "Town of Tillsonburg"), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the "Extended Time") upon payment by the Owner to the Town of Tillsonburg of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Town of Tillsonburg shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Town of Tillsonburg's damages.~~
- (c) ~~If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Town of Tillsonburg by notice in writing to the Owner, re-convey good title to the Property to the Town of Tillsonburg, free and clear of all encumbrances, in consideration for payment by the Town of Tillsonburg to the Owner of 90% of the purchase price paid by the Owner to the Town of Tillsonburg for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Town of Tillsonburg shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Town of Tillsonburg to the Owner, as well as the costs of the Town of Tillsonburg in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg. The Town of Tillsonburg shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.~~
- (d) ~~Subject to subclause 1.c) above, the Owner covenants that it will 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 of Tillsonburg for consideration equal to or less than the consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property less the costs of the Town of Tillsonburg incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Town of Tillsonburg, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the *Business Corporations Act*, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Town of Tillsonburg may require. The Town of Tillsonburg shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Town of Tillsonburg does not accept an offer to sell made by the Owner under the provisions of this subclause, the Town of Tillsonburg's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclause 1.a) and 1.b) above.~~

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

- (e) **The Vendor and the Purchaser acknowledge and agree that the removal of the development covenants is in consideration of the building constructed on the adjacent 1030 Progress Drive property, which has more than met the Development Covenants for the combined lands, and that these lands are being purchased to allow for future growth and development.**

2. Town of Tillsonburg Option on Vacant Portion of Land

- (a) The Town of Tillsonburg shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction of building(s) thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building.
- (b) This option shall only be exercisable if the Owner has not constructed permanent buildings with a minimum building coverage of thirty percent (30%) of the total area of the Property.
- (c) The option shall be exercisable by the Town of Tillsonburg for consideration equal to the per square foot consideration paid by the Owner to the Town of Tillsonburg in the original conveyance of the Property. Any costs incurred by the Town of Tillsonburg in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs shall be at the cost of the Town of Tillsonburg.
- (d) This option expires ten (10) years from the Completion Date.

3. Development Standards

- (a) The Owner shall not construct and maintain a building unless the exterior of the wall or walls of any building or structure facing any municipal street is constructed of a minimum sixty (60) percent brick, precast stone, glass, pre-cast concrete or alternative non-steel materials and subject to approval by the Town of Tillsonburg, in their sole and absolute discretion, acting reasonably, through the Town's Site Plan Approval process.
- (b) The Owner shall not use the Property unless any portion of any area of the Property to be used for open storage shall not be left so that any area is unenclosed, and any such areas shall be enclosed and designed so that the storage area is not visible from any municipal street. No storage shall be permitted within any set back area as set out in the Town of Tillsonburg Zoning By-Law, nor in front of any building or structure facing any municipal roadway.
- (c) The Owner hereby acknowledges that it is aware that the Property is designated as within a site plan control area. The Owner shall not commence any construction or use the Property until site plan approval has been obtained. The external building materials used on any building to be constructed on the Property must be approved in writing in advance by the Town of Tillsonburg as part of such site plan control approval process.

4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Town of Tillsonburg and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

5. Force Majeure

- (a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Town of Tillsonburg or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

Buyer's Initials JS

Seller's Initials \_\_\_\_\_

6. Right to Waive

- (a) Notwithstanding anything herein contained, the Town of Tillsonburg and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.

Buyer's Initials JS

Seller's Initials \_\_\_\_\_