

Agreement to Lease Commercial – Short Form

Form 511 for use in the Province of Ontario

This Agreement to Lease dated this 3 day of April, 2015

TENANT Argyle Lions Club
(Full legal names of all Tenants)

LANDLORD Loring, Port Loring & District Local Services Board
(Full legal names of all Landlords)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

- PREMISES:** The "Premises" consisting of approximately square (feet/metres) more or less on the floor of the "Building" known municipally as 10812 Highway 522 in the Township of East Mills, Province of Ontario, as shown outlined on the plan attached as Schedule " ".
- USE:** The Premises shall be used only for Argyle Lions Club functions
- TERM OF LEASE:** The Lease shall be for a term of as set out in schedule "B" months commencing on the 13 day of May, 2015, and terminating on the 2 day of January, 2016
- RENTAL:** At a rental of \$ 1.00 per annum, payable \$ monthly in advance, on the day of each month during the said term, plus HST.
- DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement) by negotiable cheque payable to The Loring, Port Loring & District Local Services Board "Deposit Holder" in the amount of One Canadian dollars (Can\$ 1.00) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the Landlord against the First and Last month's rent and HST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant 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.
- ADDITIONAL TERMS**

Prior to the Tenant taking possession of the demised premises, the parties shall execute the Lease in the form attached hereto, as Schedule "A & B" of the Agreement to Lease.

- SCHEDULES:** The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A, B
- IRREVOCABILITY:** This offer shall be irrevocable by Tenant (Landlord/Tenant) until 9:00 p.m. on the 15 day of April, 2015 after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction. It is further understood that all representations by the Landlord or any of the Landlord's representatives are set out in this Agreement.
- NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord 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 Landlord) FAX No.: (For delivery of Documents to Tenant)

Email Address: (For delivery of Documents to Landlord) Email Address: (For delivery of Documents to Tenant)

INITIALS OF TENANTS(S):

[Signature]

INITIALS OF LANDLORD(S):

[Signature]



Schedule B
Agreement to Lease – Commercial

Form 512 for use in the Province of Ontario

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

TENANT (Lessee), Argyle Lions Club, and**LANDLORD (Lessor),** Loring, Port Loring & District Local Services Boardfor the lease of 10812 Highway 522, Township of East Millsdated the 3 day of April, 2015

The Tenant (Argyle Lions Club) agrees to provide at the Tenant's own expense a letter from the Alcohol Gaming Commission of Ontario proving their existing Liquor License is in good standing and current. The Tenant is responsible for any costs associated to retain the current Liquor License. The Tenant agrees to provide a letter satisfactory to the Landlord at their sole and absolute discretion, as requested by the Tenant from the Tenant's Insurer, confirming that the liability coverage under the policy (including the Liquor Liability coverage) shall be a minimum of \$2 (two) Million Dollars and shall name the Landlord, as an insured for any event held by the Argyle Lions Club on the property. Said letter shall confirm that the Landlord shall be covered as a named insured even in the event where a minors unknowingly served or any individual is served to a point of intoxication. In the event the Tenant cannot produce such a letter, prior to an event they understand and agree they would not as a result, be able to serve Alcohol.

The Landlord shall pay the cost of the Hydro, Heating, Snow removal and for all other services and utilities as may be provided to the premises, including all toiletries.

It is agreed and understood that this "Lease Agreement Term" is only for the dates set out as follows;
May 13th., 27th. & 28th. 2015, June 10th., 24th. & 25th. 2015, July 4th., 22nd. & 23rd. 2015, August 26th. & 27th. 2015, September 9th., 23rd. & 24th. 2015, October 14th., 28th. & 31st. 2015, November 11th. & 25th., 2015
December 9th., 10th., 23rd. & 31st. 2015, January 1st., & 2nd. 2016

The Landlord agrees to allow the Tenant to use the area designated as the "Liquor Serving Area" to store liquor and supplies used for the Tenant's functions commencing May 13th. 2015 and terminating January 2nd. 2016.

The Tenant agrees to clean the premises and the grounds after all functions at the Tenant's own expense.

This form must be initialled by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):



Schedule A
Agreement to Lease – Commercial

Form 512 for use in the Province of Ontario

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

TENANT (Lessee), Argyle Lions Club, and**LANDLORD (Lessor),** Loring, Port Loring & District Local Services Board

for the lease of 10812 Highway 522, Township of East Mills

..... dated the 3 day of April, 2015

The Tenant may make any necessary alterations and improvements to said premises, at the Tenant's own expense, subject to the Landlord's written consent and such consent shall not be unreasonably withheld. The Tenant may, however, make any necessary minor internal improvements to said premises, at the Tenant's own expense, without the Landlord's consent and in compliance with all applicable governmental bylaws and codes governing the use of the demised premises.

The Tenant covenants to comply with all applicable governmental bylaws and codes governing the use of the demised premises.

The Tenant hereby covenants and agrees that the contents, terms and conditions of this Agreement and the Lease to be executed shall be kept strictly confidential. It is understood that the Tenant will not, without written permission from the Landlord, discuss or reveal the terms of this Agreement with other Parties including, but not limited to other tenants, prospective tenants, real estate agents, suppliers or customers, save and except for the legal and financial advisors of the Tenant.

The Landlord warrants that all mechanical, heating, septic, ventilating, air conditioning equipment, and electrical equipment will be in good working order, normal wear and tear excepted, on or before the occupancy dates set herein.

It is understood and agreed that the contract resulting from the acceptance of this offer shall be as expressly set out herein and in the schedules attached hereto and except as expressly set out herein and in the attached schedules hereto, there are no collateral or other representations, warranties, conditions or agreements between the Landlord and Tenant, and none shall be implied.

It is understood and agreed that the Tenant shall have the right to use, in common with all others entitled thereto, the common areas of the property, including lobbies, hallways, common rooms, entrances, driveways, parking lots and common lands appurtenant to the building containing the demised premises, and the Tenant covenants that the Tenant will not obstruct these common areas.

The Tenant agrees that any chattel left on the rented premises, and not specifically mentioned herein, may remain and be stored on the premises at no cost to and shall remain at the risk of the Tenant.

The Landlord shall pay real estate taxes, and maintain fire insurance on the premises. The Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on the Tenant's personal property.

The Tenant may, at its own expense, erect signage subject to municipal by-laws and government regulations and subject to the Landlord's approval, which said approval shall not be unreasonably withheld.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):



10. **EXECUTION OF LEASE:** The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement subject to minor adjustments. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.
11. **AGREEMENT IN WRITING:** If there is any 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 Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
12. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
13. **BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.
14. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

(Witness)

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

(Tenant or Authorized Representative)

(Tenant or Authorized Representative)

(Guarantor)

(Seal)

(Seal)

(Seal)

DATE APR 13/15

DATE Apr. 13, 2015

DATE

We/! the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

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

(Landlord or Authorized Representative)

(Landlord or Authorized Representative)

(Seal)

(Seal)

DATE April 13/2015

DATE 15/04/14

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 10:00 a.m. on this 14th day of April, 2015.

(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

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

ACKNOWLEDGEMENT

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

(Landlord)

(Landlord)

Address for Service:

Tel. No.

Landlord's Lawyer.....

Address.....

Email.....

Tel. No.

FAX No.

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

(Tenant)

(Tenant)

Address for Service:

Tel. No.

Tenant's Lawyer.....

Address.....

Email.....

Tel. No.

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all monies 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 to Lease.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this: 3 day of April 2015

BUYER, Loring, Port Loring, & District Local Services Board, agrees to purchase from
(Full legal names of all Buyers)

SELLER, Argyle Lions Club (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 10812 Highway 522

fronting on the North side of Highway 522

in the Township of East Mills District of Parry Sound

and having a frontage of "as per survey"..... more or less by a depth of..... more or less

and legally described as Concession 12, Part Lot 26, PCL 7092 N/S East Mills

(Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE:

Dollars (CDN\$) 1.00

One Dollars

DEPOSIT: Buyer submits Upon acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Dollars (CDN\$) 1.00

by negotiable cheque payable to The Lawyer representing the Argyle Lions Club "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, B, **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 9:00 p.m. on the 15 day of April 2015, 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 8 day of May 2015. 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):



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. **CHATELS INCLUDED:**

see attached Chattel List known as Schedule "B"

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:**

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:

Hot Water Tank (if rental)

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 included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 1..... day of May....., 2015..... (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Recreational Community Centre.....) 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 telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services 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 Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office 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. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):

Te
MB

INITIALS OF SELLER(S):

MP
Jon



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.
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 Seller's 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. **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.
20. **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.
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 Large Value Transfer System.
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 Seller's spouse 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 ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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.
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. **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):



INITIALS OF SELLER(S):





Schedule A
Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

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

BUYER, Loring, Port Loring, & District Local Services Board....., and

SELLER, Argyle Lions Club.....

for the purchase and sale of 10812 Highway 522.....

East Mills District of Parry..... dated the 3..... day of April....., 2015.....

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer acknowledges that there is no expressed or implied warranty by the Seller on the Chattels included in this Agreement of Purchase and Sale.

The Buyer acknowledges that the Seller agrees in the printed portion herein to deliver, any survey, sketch or plan of the subject property in the Sellers possession or within the Sellers control to the Buyer on or before the last date set for requisition of title.

It is understood and agreed that the subject property is being sold in an "as is" condition and further that the Buyer has the right to have an inspection of the subject property by a qualified inspector if they so desire.

This offer is conditional upon the contemporaneous closing of this Agreement of Purchase and Sale and the attached Lease Agreement between the Seller and the Buyer.

This offer is conditional upon the Buyer receiving a letter satisfactory to them at their sole and absolute discretion, no later than 5:00 pm. on the 24th. day of April 2015 as requested by the Seller from the Sellers Insurer, confirming that the liability coverage under the policy (including the Liquor Liability coverage) shall be a minimum of \$2 Million dollars and shall name the buyer as an insured for any event held by the Argyle Lions Club on the property. Said letter shall confirm that the Buyer shall be covered as a named insured even in the event where a minor is unknowingly served or any individual is served to the point of intoxication. In the event the Seller cannot produce such a letter, within the time period stated herein, this offer shall be null and void and the deposit shall be returned in full without interest or deduction. This condition is included for the sole benefit of the Buyer and may be waived in writing delivered to the Seller by the date stated herein.

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

INITIALS OF BUYER(S):

MB

INITIALS OF SELLER(S):

MP
Don



SCHEDULE "B"

CHATELS

APPROXIMATELY

150 CHAIRS

16 TABLES

130 PLATES

130 CUPS

130 SAUCERS

130 GLASSES

130 FORKS

130 KNIVES

130 SPOONS

2 REFRIGERATORS

2 STOVES

1 GRILL

1 WATERHEATER

30 BOWLS

1 FURNACE

1 OIL TANK

2 TELEVISIONS

1 DESK

2 MOPS & PAILS

2 SHOVELS

2 BROOMS

2 BUNSON HEATERS

1 FIRE EXTINGUISHER

5 GARBAGE CANS

50 SALT & PEPPER SHAKERS

25 SUGAR BOWLS

Don
MP

MB
E

28. **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:

(Witness)

(Buyer)

(Seal)

DATE April 13/15

(Witness)

(Buyer)

(Seal)

DATE 15/04/14

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)

(Seller)

(Seal)

DATE APR 13/15

(Witness)

(Seller)

(Seal)

DATE Apr 13, 2015

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 with the Buyer that he/she will 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 10:00 a.m./p.m. this 14th day of April, 2015.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

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

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.

(Seller)

DATE APR 13/15

(Buyer)

DATE April 13/15

(Seller)

DATE Apr 13/15

(Buyer)

DATE 15/04/14

Address for Service.....

Tel.No.

Address for Service.....

Tel.No.

Seller's Lawyer.....

Buyer's Lawyer.....

Address.....

Address.....

Email.....

Email.....

Tel.No.

FAX No.

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)



Form 123 for use in the Province of Ontario

BUYER: Loring, Port Loring & District Local Services Board

SELLER: Argyle Lions Club

REAL PROPERTY: 10812 Highway 522, Township of East Mills, District of Parry Sound

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 3 day of April, 2015, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

This offer is conditional upon the Buyer receiving a letter satisfactory to them at their sole and absolute discretion, no later than 5:00 pm. on the 24th. day of April 2015 as requested by the Seller from the Sellers Insurer, confirming that the liability coverage under the policy (including the Liquor Liability coverage) shall be a minimum of \$2 Million dollars and shall name the buyer as an insured for any event held by the Argyle Lions Club on the property. Said letter shall confirm that the Buyer shall be covered as a named insured even in the event where a minor is unknowingly served or any individual is served to the point of intoxication. In the event the Seller cannot produce such a letter, within the time period stated herein, this offer shall be null and void and the deposit shall be returned in full without interest or deduction. This condition is included for the sole benefit of the Buyer and may be waived in writing delivered to the Seller by the date stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at GOLDEN VALLEY, Ontario, at 1:00 a.m./p.m. this 23 day of APRIL, 2015

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) <u>[Signature]</u>	(Buyer/Seller) <u>Mark Peever</u> (Seal)	DATE <u>APR. 23 2015</u>
(Witness) <u>[Signature]</u>	(Buyer/Seller) <u>Julie Moore</u> (Seal)	DATE <u>APR. 23 2015</u>

Receipt acknowledged at 2:00 a.m./p.m. this 23 day of APRIL, 2015 by:

Print Name: RICK CURRY Signature: [Signature]



Barber Stewart McVittie & Wallace Insurance Brokers Limited
7270 Woodbine Avenue, Suite 301, Markham, Ontario L3R 4B9
Tel: 416-493-0050 Fax: 416-493-0063 Toll Free: 1-866-858-5257
Website: bsmw.ca E-mail: info@bsmw.ca

"Certificate of Insurance"

Loring Port Loring Service Board
P.O. Box 148
Port Loring, Ontario
P0H 1Y0

This is to certify that Argyle Lions Club

is insured by the following policies, subject to their terms, conditions and exclusions:

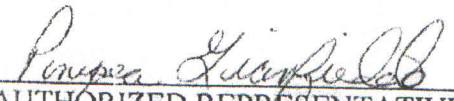
INSURER:	Aviva Insurance Company of Canada	
POLICY NO.:	612140	
EFFECTIVE DATE:	April 21, 2015	
EXPIRY DATE:	August 1, 2015	
BROAD COVERAGE:	\$ 100,000.00	On Tenants Legal Liability at any location
	\$ 2,000,000.00	Inclusive and Aggregate Host Liquor Liability – Cross Liability Clause

Including events where a minor is **unknowingly** served or any individual is served to the point of intoxication.

"Loring Port Loring Service Board" is added as an additional Insured, but only with respect to the operations of the Named Insured.

30 Days notice of cancellation shall be given.

Notification of cancellation to the Certificate Holder shall be deemed to be notification to all additional Insureds.


(AUTHORIZED REPRESENTATIVE)
pg April-21-2015