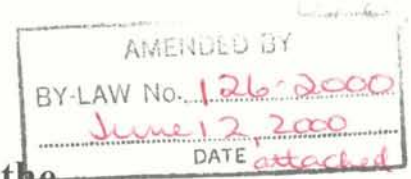




**The Municipal Corporation of the  
Town of Fort Erie**

**BY-LAW NO. 117-2000**



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**BEING A BY-LAW TO ACCEPT AGREEMENTS OF PURCHASE AND  
SALE FOR ROAD ALLOWANCES BOUNDED BY BERTIE, PETTIT  
AND QEW (DEPEW STREET, ECKERT AVENUE, GARDINER  
AVENUE, PATTISON AVENUE, ELLIS AVENUE AND MOORE  
AVENUE (T09.01))**

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**WHEREAS** By-law No. 40-99 was passed by the Municipal Council of the Town of Fort Erie on the 29<sup>th</sup> day of March 1999 and subsequently approved by the Minister of Transportation on the 6<sup>th</sup> day of May 1999 to stop up, close and convey Depew Street, Eckert Avenue, Gardiner Avenue, Pattison Avenue, Ellis Avenue and Moore Avenue, and

**WHEREAS** By-law No. 40-99 under Section 3 thereof provides that the selling price of the stopped up and closed highways as described in Section 2 of the by-law shall be subsequently considered under separate by-law, and

**WHEREAS** By-law No. 94-2000 was passed by the Municipal Council of the Town of Fort Erie on the 1<sup>st</sup> day of May 2000 establishing the selling price of the subject stopped up and closed highways at \$9,000.00 plus g.s.t. per acre, and

**WHEREAS** Mida frost Enterprises Ltd. is the abutting property owner of Part 1 on Reference Plan 59R-10632, and

**WHEREAS** Marle Developments Ltd., Diamond Bingo Inc., Benner Coal Company Limited and Robert Heckman and Associates Limited are the abutting property owners of certain subject road allowances described as Parts 2, 3, 4, 8 and 12 on Reference Plan 59R-10632, and

**WHEREAS** the Council of the Town of Fort Erie has been in negotiations with Marle Developments Ltd. et al for quite sometime respecting the conveyance of the subject road allowances, and

**WHEREAS** Mida frost Enterprises Ltd. and Marle Developments Ltd. have agreed to purchase entitled parts of the subject road allowances subject to certain conditions as set out in the Agreements of Purchase and Sale annexed hereto as Schedules "A" and "B" respectively, and

**WHEREAS** Patrick & Shirley Shearing are also abutting property owners entitled to purchase Parts 9, 10 and 11 on Reference Plan 59R-10632 and they are pursuing the purchase of same through the regular road closing and conveyance procedures without an Agreement of Purchase and Sale, and

**BY-LAW NO. 117-2000**  
**PAGE TWO**

**WHEREAS** it is deemed desirable to accept the aforesaid Agreements of Purchase and Sale;

**NOW THEREFORE** the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the acceptance of the Agreement of Purchase and Sale from Marle Developments Ltd., Diamond Bingo Inc., Benner Coal Company Limited and Robert Heckman and Associates Limited to purchase their entitled parts of the subject road allowances described as Parts 2, 3, 4, 8 and 12 on Reference Plan 59R-10632 in the form of Schedule "A" annexed hereto to this by-law be and it is hereby authorized and approved.
2. **THAT** the Agreement of Purchase and Sale received from Midafrost Enterprises Ltd. for the purchase of Part 1 on Reference Plan 59R-10632 in the form of Schedule "B" annexed hereto to this by-law be and it is hereby authorized and approved.
3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the Agreements of Purchase and Sale annexed hereto as Schedules "A" and "B" as well as any other documentation necessary to complete this transaction.
4. **THAT** the road closing administration fee of \$1,000.00 as well as all costs associated with the stopping up, closing and conveyance of Parts 1, 2, 3, 4, 5, 8, 9, 10, 11 and 12 on Reference Plan 59R-10632 be and they are hereby waived save and except the costs associated with registering the Transfer/Deeds of Land shall be the responsibility of the purchasers.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 23rd DAY OF MAY, 2000.**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CLERK**

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 117-2000 of the said Town. Given under my hand and the seal of the said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2000.



## AGREEMENT OF PURCHASE AND SALE

PURCHASER ,Diamond Bingo Inc., Benner Coal Company Limited and Robert Heckman and Associates Limited offers to buy from

VENDOR, The Municipal Corporation of the Town of Fort Erie

THROUGH : NO AGENT the following PROPERTY: Unopened Road Allowances for lands bounded by Pettit/Bertie Road and Queen Elizabeth Highway, Fort Erie, Ontario

being lands designated as Parts 2, 3, 12, 4, 5 and 8, on Reference Plan 59R-10632 comprising 8.047 Acres more or less, Town of Fort Erie, Regional Municipality of Niagara,

at a PURCHASE PRICE OF ----Seventy Seven Thousand and Four Hundred and Ninety-Two ----  
----- 61/100 Canadian Dollars (\$77,492.61 )

## ON THE FOLLOWING TERMS:

1. The Parties hereto agree that the Purchase price above stated represents a purchase price of \$9,000.00 per Acre plus GST.
2. The Purchasers agree to pay the full purchase price by cash or certified cheque on closing. The said purchase monies are delivered to the vendor in lieu of a deposit concurrent with the presentation of the within offer to be held in escrow by the vendor as follows:
  - (a) The purchase funds will be held in escrow by the vendor in an interest bearing account until the date set for closing.
  - (b) Interest gained to closing on escrow funds will be credited to the purchasers on account of the purchase price.
  - (c) In the event that this transaction is not completed on the date set for closing for any reason whatsoever and the closing date is not extended by mutual agreement of the parties the funds held in escrow together with earned interest shall be returned in full to the purchaser immediate by upon request by the vendor of a written demand therefore.
- ~~3. The parties hereto consent and agree that the conveyance of PART 5 on Plan 59R-10632 to the purchaser's is conditional upon the receipt by the vendor of a release from the adjacent owners Patrick and Shirley Shearing failing which the purchase price herein will be reduced by that fraction of the per acre price represented by PART 5 on the Plan.~~
4. The Vendor covenants and agrees that it will at its own cost immediately following the closing of this transaction complete the engineering design construction and obtain necessary permits for installation of 570 metres more or less of 150 millimetre water line and necessary hydrants to service the subject property and will complete installation within 60 days of approval of building permit or permits to erect any structures on the property.
5. The vendor waives the road closing administration fee of \$1,000.00 as well as costs incurred by the vendor associated with the road closing and conveyance save and except legal fees.
6.
  - (a) The purchaser(s) acknowledges that the Town of Fort Erie makes no warranties or representations of any kind or nature that the property is free of any environmental risks and/or hazards.
  - (b) The purchaser(s) is advised to seek the advice of his/her own solicitor with respect to conducting searches of government records or obtaining an environmental audit of the subject lands prior to the date of closing of the transaction.
  - (c) The purchaser(s) is required to remit his/her objections concerning the environmental condition of the property, as a result of search of government records or an environmental audit to the Corporation of the Town of Fort Erie by the date for submitting requisitions set out herein, failing which, the purchaser(s) is required to complete the transaction as herein contemplated.
  - (d) If, as a result of any search of governmental records or the result of an environmental audit, the purchaser(s) future intended use of the property will not be allowed, the purchaser(s) at his/her option, may terminate the Agreement of Purchase and Sale and the purchaser(s) deposit shall be returned in full without interest or deduction. In that event, the purchaser(s) acknowledges and agrees to provide the Corporation of the Town of fort Erie with Copies of any and all environmental audit reports and/or governmental responses.



7. The parties hereto covenant and agree that all terms and covenants by the vendor and the purchasers contained in this agreement will not merge on completion of this transaction but will survive the closing and remain fully enforceable by the parties subsequent to closing.
8. Purchasers agree that this Offer shall be irrevocable by them until 11:45 p.m. on the 27th. day of ~~April~~<sup>May</sup>, 2000, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned without interest or deduction.
9. This agreement shall be completed on the 30th. day of JUNE, 2000. Upon the completion, vacant possession of the property shall be given to the Purchasers unless otherwise provided;  
nil.
10. Purchasers shall be allowed until 3 days prior to closing: to examine the title of the property, at their own expense to satisfy themselves that there are no outstanding workorders affecting the property, that its present use may be lawfully continued, and that the principal building may be insured against risk of fire.
11. Provided that the title to the property is good and free from all restrictions, charges, liens, claims, 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, provided that such are complied with;
  - b) any registered agreements with a municipality or a supplies or utility service including, without limitation, electricity, water, sewer, gas, telephone, or cable television or other telecommunication service, providing which have been complied with or security has been posted to ensure compliance as evidenced by letter from the relevant municipality or utility supplier, and
  - c) any minor easements for the supply or utility service to the property or to adjacent properties.

If within the time for examining the title any valid obligation to title, or to any outstanding workorder or notice of deficiency or to the fact that the said present use may not lawfully be continued, or that the principal building may not be insured against the risk of fire, is made in writing to the Vendor or Vendor's Solicitor, which Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchasers will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies therefore paid shall be returned without interest or deduction, and the Vendor and her Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, and except for any objection going to the root of title, Purchasers shall be conclusively deemed to have accepted the Vendor's title to the property. Vendor hereby consents to the municipality releasing to the Purchaser and/or the Purchasers's solicitor, details of all outstanding workorders or deficiency notices affecting the property, and Vendor agrees to execute and deliver to Purchasers or their solicitor such further authorization in this regard as Purchasers may reasonably require.

12. Purchasers acknowledge having inspected the property prior to submitting this Offer and understand that upon Vendor accepting this Offer there shall be a binding agreement of purchase and sale between the Purchasers and Vendor.
13. Vendor and Purchasers agree that there is no condition, expressed or implied, representation or warranty of any kind that the future intended use of the property by Purchasers is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.
14. Purchasers 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 Vendor. Vendor agrees that, if requested by the purchaser, he will deliver any sketch or survey of the property in his possession or within his control to the purchasers as soon as possible or prior to the last day allowed to examining title. In the event that a discharge of any mortgage or charge held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by Purchasers on completion is not available in registerable form on completion, the Purchasers agrees to accept the Vendor's solicitor's personal



undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the purchasers a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

15. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies theretofore 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 Vendor is taking back a mortgage or charge, or Purchaser is assuming a mortgage or charge, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect the Vendor's or other mortgagee's interest on completion.
16. Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor on or before completion and Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
17. Purchasers shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchasers to pay to the Minister of National Revenue in order to satisfy Purchasers's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. The Purchasers shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
18. Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered costs of fuel, as applicable, shall be apportioned and allowed to the day of completion, the date of completion itself to be apportioned to Purchasers.
19. The Transfer / Deed shall, <sup>and</sup> ~~save for~~ the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Purchaser and any mortgage or charge to be given back by the Purchasers to the Vendor at the Purchasers expense.
20. Time shall in all respect 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 Vendor and Purchasers or by their respective solicitors who may be specifically authorized in that regard.
21. Any tender of documents or money hereunder may be made upon Vendor or Purchasers or their respective solicitors on the day set for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union, or Caisse Populaire.
22. THE VENDOR WARRANTS THAT SPOUSAL CONSENT IS NOT NECESSARY TO THIS TRANSACTION UNDER THE PROVISIONS OF THE FAMILY LAW ACT, 1986, UNLESS THE VENDOR'S SPOUSE HAS EXECUTED THE CONSENT HEREINAFTER PROVIDED.
23. The Vendor represents and warrants to the Purchasers that during the time the Vendor has owned the property the Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of the Vendor's knowledge no building on the property contains urea formaldehyde. This warranty shall survive and not merge on 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. The Vendor hereby appoints her Solicitor for the purpose of giving and receiving notices pursuant to this Agreement.
25. If there is conflict between any provision written or typed in this Agreement (including any Schedule to this Agreement) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This



Agreement including any Schedules attached hereto, shall constitute the entire Agreement between the Purchasers and Vendor. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any part hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the property or supported hereby, other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

26. If this transaction is subject to Goods and Services Tax (G.S.T.) then such G.S.T. shall be in addition to and not included in the purchase price and G.S.T. shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to G.S.T. the Vendor agrees to provide on or before completion to the Purchasers or Purchasers's solicitor a certificate in the form prescribed by the applicable legislation (if so prescribed, or otherwise in the form reasonably satisfactory to the Purchasers or Purchasers's solicitor) certifying that the transaction is not subject to G.S.T., "G.S.T." means the tax commonly referred to as the "Goods and Services Tax" contemplated by Bill C-62. Third Reading April 10,1990 of the Parliament of Canada, or as may be subsequently enacted into law.

The undersigned hereby accepts the above offer.

SIGNED,SEALED AND DELIVERED	IN WITNESS WHEREOF I have hereunto set my
hand and seal:	
in the presence of	[ Diamond Bingo Inc. per:
	[
	[
	[
	[
	DATE:        /        /00
witness	[ Purchaser
	[ Robert Heckman and Associates Limited per:
	[
	[
	[
	DATE        /        /00
witness	[ Purchaser
	[ Benner Coal Company Limited per:
	[
	[
	[
	DATE        /        /00
witness	Purchaser

SIGNED, SEALED AND DELIVERED	IN WITNESS WHEREOF WE have hereunto set my
hand and seal:	
in the presence of	[
	[
	DATE:        /        /00
witness	[ Vendor
	[
	[
	[
	DATE:        /        /00
witness	[ Vendor

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my solicitor: Agent to forward a copy to my solicitor:

PURCHASER's solicitor:  
John T. Teal, Esq., Barrister and Solicitor,  
151 Gilmore Road, P.O. Box 247,  
Fort Erie, Ontario. L2A 5M9  
1-905-871-5796  
fax# 1-905-871-9151

Vendor's solicitor:

AGREEMENT OF PURCHASE AND SALE

PURCHASER, MIDAFROST ENTERPRISES LTD. offers to buy from  
 VENDORS, The Municipal Corporation of the Town of Fort Erie the following  
 PROPERTY: PART OF UNOPENED ROAD ALLOWANCES DESIGNATED AS PART 1 ON REFERENCE  
 PLAN 59R-10632, CONSISTING OF MORE OR LESS .536 ACRES  
 LOCATED in the TOWN of FORT ERIE, in the Regional Municipality of Niagara described as follows:  
 at a PURCHASE PRICE OF --- FOUR THOUSAND EIGHT HUNDRED TWENTY FOUR -----  
 -----Canadian Dollars (\$4,824.00)  
 WITH A DEPOSIT OF-----ONE HUNDRED -----Canadian Dollars (\$ 100.00)  
 ON THE FOLLOWING TERMS:

1. To pay the deposit to the Vendor (or the Vendor's Solicitor) as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.
2. Purchaser agrees to pay the balance of the purchase price on closing, in cash or by certified cheque, subject to the usual closing adjustments.
3. Purchaser agrees that this Offer shall be irrevocable by them until 11:00 p.m. on the 27th day of May, 2000, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned without interest or deduction.
4. This agreement shall be completed on the 30th. day of JUNE, 2000. Upon the completion, vacant possession of the property shall be given to the Purchaser unless otherwise provide N/A.
5. Purchaser shall be allowed until closing: to examine the title of the property, at his own expense to satisfy himself that there are no outstanding workorders affecting the property, that its present use and zoning classification may be lawfully continued.
6. Provided that the title to the property is good and free from all restrictions, charges, liens, claims, 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, provided that such are complied with;
  - b) any registered agreements with a municipality or a supplies or utility service including, without limitation, electricity, water, sewer, gas, telephone, or cable television or other telecommunication service, providing which have been complied with or security has been posted to ensure compliance as evidenced by letter from the relevant municipality or utility supplier, and
  - c) any minor easements for the supply or utility service to the property or to adjacent properties.
 If within the time for examining the title any valid obligation to title, or to any outstanding workorder or notice of deficiency or to the fact that the said present use may not lawfully be continued, or that the principal building may not be insured against the risk of fire, is made in writing to the Vendor or Vendor's Solicitor, which Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies therefore paid shall be returned without interest or deduction, and the Vendor and his Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, and except for any objection going to the root of title, Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property. Vendor hereby consents to the municipality releasing to the Purchaser and/or the Purchaser's solicitor, details of all outstanding workorders or deficiency notices affecting the property, and Vendor agrees to execute and deliver to Purchaser or his solicitor such further authorization in this regard as Purchaser may reasonably require.
7. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a binding agreement of purchase and sale between the Purchaser and Vendor.
8. Vendor and Purchaser agree that there is no condition, expressed or implied, representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.



9. Purchaser 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 Vendor. Vendor agrees that, if requested by the purchaser, he will deliver any sketch or survey of the property in his possession or within his control to the purchaser as soon as possible or prior to the last day allowed to examining title. In the event that a discharge of any mortgage or charge held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by Purchaser on completion is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.
10. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies theretofore 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 Vendor is taking back a mortgage or charge, or Purchaser is assuming a mortgage or charge, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect the Vendor's or other mortgagee's interest on completion.
11. Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor on or before completion and Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
12. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
13. Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered costs of fuel, as applicable, shall be apportioned and allowed to the day of completion, the date of completion itself to be apportioned to Purchaser.
14. The Transfer / Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of the Vendor and any mortgage or charge to be given back by the Purchaser to the Vendor at the Purchaser's expense.
15. Time shall in all respect 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 Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.
16. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day set for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union, or Caisse Populaire.
17. THE VENDOR WARRANTS THAT SPOUSAL CONSENT IS NOT NECESSARY TO THIS TRANSACTION UNDER THE PROVISIONS OF THE FAMILY LAW ACT, 1986, UNLESS THE VENDOR'S SPOUSE HAS EXECUTED THE CONSENT HEREINAFTER PROVIDED.
18. The Vendor represents and warrants to the Purchaser that during the time the Vendor has owned the property the Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of the Vendor's knowledge no building on the property contains ureaformaldehyde. This warranty shall survive and not merge on 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.

19. THE PURCHASER IS HEREBY NOTIFIED THAT A CONSUMER REPORT CONTAINING CREDIT AND/OR PERSONAL INFORMATION MAY BE REFERRED TO IN CONNECTION WITH THIS TRANSACTION.
20. The Vendor hereby appoints his Solicitor for the purpose of giving and receiving notices pursuant to this Agreement.
21. If there is conflict between any provision written or typed in this Agreement (including any Schedule to this Agreement) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedules attached hereto, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any part hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the property or supported hereby, other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
22. If this transaction is subject to Goods and Services Tax (G.S.T.) then such G.S.T. shall be in addition to and not included in the purchase price and G.S.T. shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to G.S.T. the Vendor agrees to provide on or before completion to the Purchaser or Purchaser's solicitor a certificate in the form prescribed by the applicable legislation (if so prescribed, or otherwise in the form reasonably satisfactory to the Purchaser or Purchaser's solicitor) certifying that the transaction is not subject to G.S.T., "G.S.T." means the tax commonly referred to as the "Goods and Services Tax" contemplated by Bill C-62. Third Reading April 10, 1990 of the Parliament of Canada, or as may be subsequently enacted into law.

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2000 .

The undersigned hereby accepts the above offer.

SIGNED, SEALED AND DELIVERED  
in the presence of

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

witness

\_\_\_\_\_  
DATE: \_\_\_\_\_

[ Purchaser I have authority to bind the Corporation

witness

\_\_\_\_\_  
DATE: \_\_\_\_\_

Purchaser -

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2000

SIGNED, SEALED AND DELIVERED  
in the presence of

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

witness

\_\_\_\_\_  
DATE: \_\_\_\_\_

[ Vendor -

witness

\_\_\_\_\_  
DATE: \_\_\_\_\_

Vendor -

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted  
Agreement of Purchase and Sale and I authorize the  
Agent to forward a copy to my solicitor:

I acknowledge receipt of my signed copy of this  
Agreement of Purchase and Sale and I authorize the  
Agent to forward a copy to my solicitor:

John T. Teal, Esq., Barrister and Solicitor,  
151 Gilmore Road,  
P.O. Box 247,  
Fort Erie, Ontario.