



ONTARIO REAL ESTATE ASSOCIATION

AGREEMENT OF PURCHASE AND SALE

PURCHASER, CASTLE ARMS NON-PROFIT APARTMENT CORPORATION
VENDOR, BOARD OF MANAGEMENT OF THE EAST NIPISSING DISTRICT HOME FOR THE AGED
XXXXXX offers to buy from XXXXXXXX
..... (Listing Broker) (Selling Broker) the following

PROPERTY: fronting on the East side of Olive St. known municipally as
in the City of North Bay
and having a frontage of 314.947 more or less by a depth of irregular more or less and XXXXXXXX
set out on a copy of the attached plan, being Parts 1 to 11, Plan 36R-7416
and outlined in red thereon.
..... at the PURCHASE PRICE OF

ONE----- Canadian Dollars (\$Can. 1.00

on the following terms.

1. Purchaser submits with this offer NIL Dollars (\$)
cash/cheque payable to the Listing Broker 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 in cash, on closing, subject to the usual
adjustments.

3. Purchaser and Vendor agree that all existing fixtures are included in the purchase price except those listed hereunder:
and that the following chattels are included in the purchase price:

9. Vendor and 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 Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.
10. 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 Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by the 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.
11. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor 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, 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.
12. 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.
13. 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. 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.
14. Rents, mortgage interest, taxes, local improvements, water and assessment rates and the cost of fuel shall be apportioned and allowed to the date of completion (the day itself to be apportioned to Purchaser.)
15. The deed or transfer shall, save for the Land Transfer Tax Affidavit, which shall be prepared and completed by the Purchaser, be prepared in registrable form at the expense of Vendor and the Mortgage at the expense of Purchaser.
16. 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 Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.
17. 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.
18. 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.
19. The Vendor represents and warrants to the Purchaser that the buildings used in conjunction with the property have not been, as at the date of completion, insulated with a Urea Formaldehyde foam type of insulation. Provided that if the building is part of a multiple unit building this warranty shall only extend to that portion of the building which is the subject of this transaction. This warranty shall survive and not merge on the completion of the transaction.
20. THE PURCHASER IS HEREBY NOTIFIED THAT A CONSUMER REPORT CONTAINING CREDIT AND/OR PERSONAL INFORMATION MAY BE REFERRED TO IN CONNECTION WITH THIS TRANSACTION.
21. The Vendor hereby appoints the Listing Broker his agent for the purpose of giving and receiving notices pursuant to this agreement.
22. Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

DATED at North Bay this 9th day of October 1987

SIGNED, SEALED AND DELIVERED
in the presence of:

William Hotten
Gordon Shields

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

CASTLE ARMS NON-PROFIT APARTMENT CORPORATION

Per: William Hotten-Chairman c/s Date Oct. 9/87

Per: Gordon Shields - Administrator (Purchaser) Date Oct. 9/87

~~The undersigned accepts the above Offer and agrees with the Listing Broker above named in consideration for his services in procuring the said Offer, to pay him on the date above fixed for completion, a commission of % of an amount equal to the above mentioned sale price, which commission may be deducted from the deposit. I hereby irrevocably instruct my Solicitor to pay direct to the said Listing Broker any unpaid balance of commission from the proceeds of the sale.~~

DATED at North Bay this 9th day of October 1987

SIGNED, SEALED AND DELIVERED
in the presence of:

William Hotten
Gordon Shields

IN WITNESS whereof I have hereunto set my hand and seal:
BOARD OF MANAGEMENT OF THE EAST NIPISSING DISTRICT HOME FOR THE AGED

Per: William Hotten - Chairman (Vendor) c/s Date Oct. 9/87

Per: Gordon Shields - Secretary (Vendor) Date Oct. 9/87

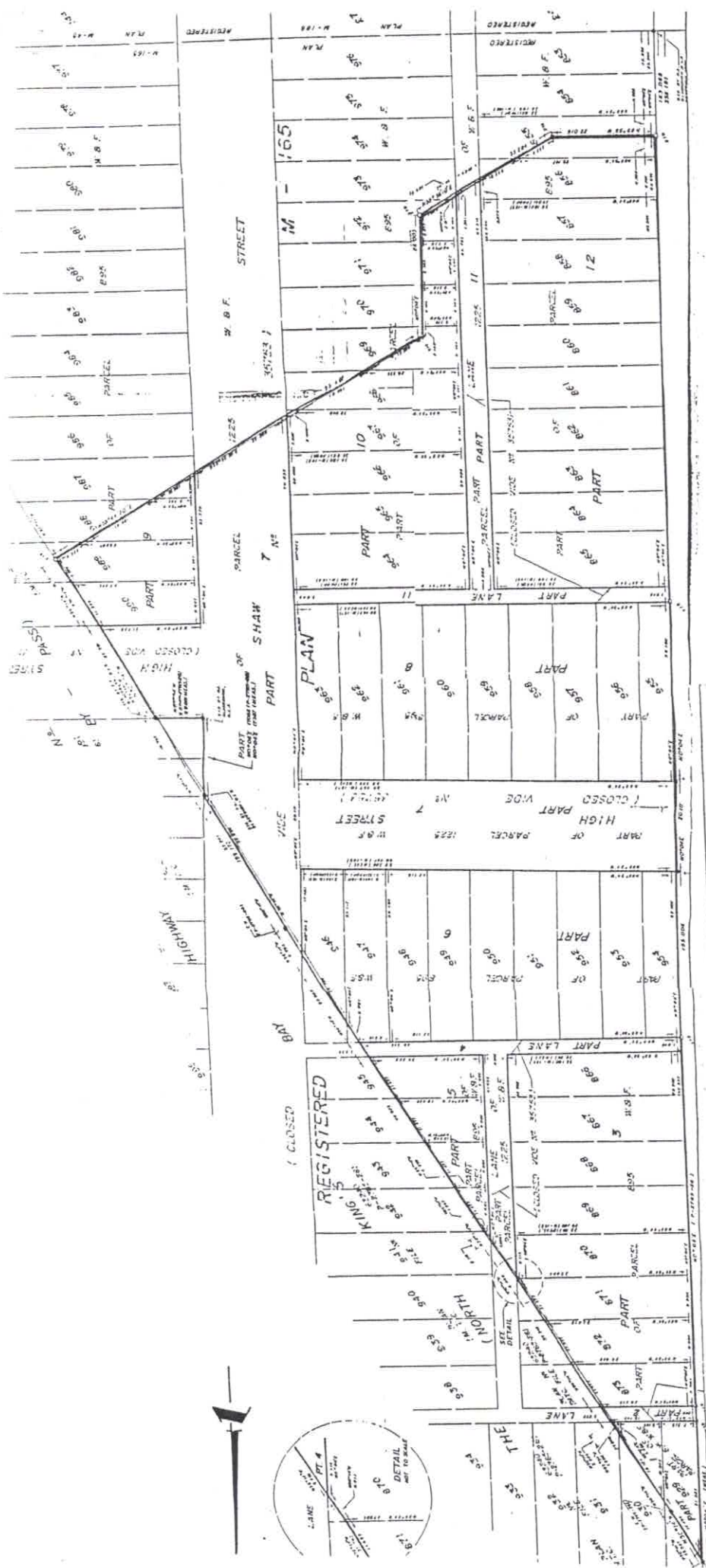
The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of The Family Law Act, 1986.

In consideration of the sum of One Dollar (\$1.00), the receipt of which from the Purchaser is hereby acknowledged, the undersigned spouse of the Vendor hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness

Spouse

Date





The Corporation of the
City of North Bay
200 McIntyre St. East
P.O. Box 360
North Bay, Ontario
Canada P1B 9H8
Tel: (705) 474-0400

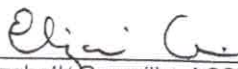
Planning Services – 5th Floor
Direct Line: (705) 474-0626, Ext. 2401
Fax: (705) 474-5928
Wats: 1-800-465-1882
Internet URL: <http://www.cityofnorthbay.ca>
e.mail: elizabeth.courville@cityofnorthbay.ca

COMMITTEE OF ADJUSTMENT
Re: Application No. B-23-08

FORM 2
PLANNING ACT
CERTIFICATE OF SECRETARY-TREASURER

Under subsection 53(42) of the **PLANNING ACT**, R.S.O. 1990, as amended, I certify that the consent of the **COMMITTEE OF ADJUSTMENT**, of the **CITY OF NORTH BAY**, was given on December 10th, 2008 to a conveyance of the following land:

PT LT 2 PL M45; LT 3 PL M45 BEING PT 1 36R12603;
PT LANE PL M45 BEING PT 2 36R12603;
PT LT 150 PL M45 BEING PT 3 36R12603;
PT SHAW ST PL M45 BEING PT 4 36R12603;
LTS 252-260 PL M186 BEING PT 5 36R12603;
PT LANE PL M45 BEING PT 6 36R12603;
PT LT 251 PL M186 BEING PT 7 36R12603;
PT LT 261 PL M186 BEING PT 8 36R12603 WIDDIFIELD;
NORTH BAY; DISTRICT OF NIPISSING


Elizabeth Courville, ACST
Secretary-Treasurer
Committee of Adjustment

Dated this 31st day of March, 2009

NOTE:

The Planning Act indicates that a consent lapses at the expiration of two years from the date of the Certificate, therefore, if the transaction noted above is not carried out within the two-year period, the Certificate of Consent will lapse.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 49150 - 0627 PT LT 2 PL M45; LT 3 PL M45 BEING PT 1 36R12603; PT LANE PL M45 BEING PT 2 36R12603; PT LT 150 PL M45 BRING PT 3 36R12603; PT SHAW ST PL M45 BEING PT 4 36R12603; LTS 252-260 PL M186 BEING PT 5 36R12603; PT LANE PL M45 BEING PT 6 36R12603; PT LT 251 PL M186 BEING PART 7 36R12603; PT LT 261 PL M186 BEING PT 8 36R12603 WIDDIFIELD; NORTH BAY; DISTRICT OF NIPISSING

BY: THE BOARD OF MANAGEMENT OF THE EAST NIPISSING
DISTRICT HOME FOR THE AGED

TO: CASTLE ARMS NON-PROFIT APARTMENT CORPORATION Registered Owner %(all PINs)

1. DAVE MENDICINO AND RIC CAMPBELL

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for CASTLE ARMS NON-PROFIT APARTMENT CORPORATION described in paragraph(s) (1) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	2.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	2.00

4.

Explanation for nominal considerations:

s) other: Transfer to Parent Subsidiary

5. The land is not subject to an encumbrance**PROPERTY Information Record**

A. Nature of Instrument: Transfer
LRO 36 Registration No. BS59402 Date: 2009/03/30

B. Property(s): PIN 49150 - 0627 Address NORTH BAY Assessment -
Roll No

C. Address for Service: 400 Olive Street
North Bay ON P1B 6J4

D. (i) Last Conveyance(s): PIN 49150 - 0627 Registration No. LT35754
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Robert Samuel Lucenti
373 Main Street West
North Bay P1B 2T9

Properties

PIN 49150 - 0627 LT Interest/Estate Fee Simple ☒ Split

Description PT LT 2 PL M45; LT 3 PL M45 BEING PT 1 36R12603; PT LANE PL M45 BEING PT 2 36R12603; PT LT 150 PL M45 BRING PT 3 36R12603; PT SHAW ST PL M45 BEING PT 4 36R12603; LTS 252-260 PL M186 BEING PT 5 36R12603; PT LANE PL M45 BEING PT 6 36R12603; PT LT 251 PL M186 BEING PART 7 36R12603; PT LT 261 PL M186 BEING PT 8 36R12603 WIDDIFIELD; NORTH BAY; DISTRICT OF NIPISSING

Address NORTH BAY

Consideration

Consideration \$ 2.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name THE BOARD OF MANAGEMENT OF THE EAST NIPISSING DISTRICT HOME FOR THE AGED

Address for Service 400 Olive Street
North Bay ON P1B 6J4

I, Dave Mendicino, Board Chair and I, Ric Campbell, Director of Finance, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)**Capacity****Share**

Name CASTLE ARMS NON-PROFIT APARTMENT CORPORATION Registered Owner

Address for Service 400 Olive Street
North Bay ON P1B 6J4

Statements

The The Corporation of the City of North Bay has consented to the severance herein. See Schedules

I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my professional standards.

Signed By

Robert Samuel Lucenti	373 Main Street West North Bay P1B 2T9	acting for Transferor(s)	Signed	2009 03 30
Tel 7054729500				
Fax 7054724814				
Robert Samuel Lucenti	373 Main Street West North Bay P1B 2T9	acting for Transferee(s)	Signed	2009 03 30
Tel 7054729500				
Fax 7054724814				

Submitted By

LUCENTI, ORLANDO & ELLIES PROFESSIONAL CORPORATION 373 Main Street West
North Bay
P1B 2T9 2009 03 31

Tel 7054729500

Fax 7054724814

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

Provincial Land Transfer Tax \$0.00

Total Paid \$60.00

File Number

Transferor Client File Number : 1535-4

Transferee Client File Number : 1535-4