

Attachment 7
*Draft Purchase and Sale
Agreement*

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 2023 is

BETWEEN:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER, 511 Royal Avenue, New Westminster, B.C. V3L 1H9

(the "City")

AND:

DI NICOLO ENTERPRISES LTD. (Inc. No. BC0367376), 9342 194 Street, Surrey, B.C. V4N 4E9

(the "Purchaser")

WHEREAS:

- A. The Purchaser is the registered owner in fee simple of the following lands and premises in the City of New Westminster:

909 Twelfth Street, legally described as:

PID: 000-643-386

Lot 1 Suburban Block 12 Plan 9798

("Lot 1")

913 Twelfth Street, legally described as:

PID: 011-439-271

Lot 2 Suburban Block 12 Plan 9798

("Lot 2")

915 Twelfth Street, legally described as:

PID: 013-444-778

Lot 20 of Lot 3 Suburban Block 12 Plan 2620

("Lot 20")

(together, the "Adjoining Parcels");

- B. The City has ownership and possession of the highway having an area of 96.9 square metres (1,043 square feet), dedicated by the deposit of Plan NWP 9798, that abuts the eastern boundary of Lot 1 and Lot 2 and the southern boundary of Lot 20, as shown outlined in heavy

bold and labelled "PARCEL A" on the Road Closure Plan (the "Road"); and

- C. The Purchaser wishes to purchase the Road and the City wishes to close the Road and subsequently sell the Road to the Purchaser for consolidation with the Adjoining Parcels for the purpose of developing a multi-family residential development and amenity space (the "Proposed Development"), on the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the payments, premises, and promises contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), City and the Purchaser agree with each other as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions – In this Agreement, in addition to the words defined in the recitals to it:

- (a) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (b) "City's Solicitors" means Young, Anderson, 1616 – 808 Nelson Street, Vancouver, British Columbia, V6H 2H2.
- (c) "Completion Date" means the first Business Day following 30 days after the date that all Conditions Precedent under this Agreement have been satisfied or, where applicable, waived.
- (d) "Conditions Precedent" mean the conditions precedent set out in Article 3 of this Agreement.
- (e) "Contaminants" means:
 - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, contaminant, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to human safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law.
- (f) "Deposit" means the amount to be paid by the Purchaser to the City within forty eight (48) hours after execution of this Agreement in the amount of 10% of the Purchase Price.

- (g) "Environmental Law" means any past, present or future common law or principle, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or public or occupational safety or health.
- (h) "Extension Agreements" means any agreements required to extend necessary charges over the Road.
- (i) "GST" means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax, as applicable.
- (j) "GST Declaration" means the declaration in the form attached as Schedule "B" to this Agreement, confirming that the Purchaser is registered for GST purposes and will account for any GST payable with respect to the acquisition of the Road.
- (k) "LTO" means the New Westminster Land Title Office.
- (l) "Permitted Encumbrances" means the charges and reservations listed in Schedule "C" to this Agreement.
- (m) "Purchase Price" means the purchase price for the Road in the amount of \$269,000.00, which amount does not include GST.
- (n) "Purchaser's Solicitors" means .
- (o) "Road" has the meaning set out in Recital B.
- (p) "Road Closure Bylaw" means a bylaw of the City that will close to traffic the Road and, upon deposit with the LTO, remove its dedication as highway pursuant to section 40 of the *Community Charter* (British Columbia).
- (q) "Road Closure Plan" means explanatory plan EPP129338 dated May 17, 2023 and prepared by Steven E. Wong, BCLS 942, a copy of which is attached hereto as Schedule "A".
- (r) "Subdivision Plan" means a survey plan which consolidates the Road and the Adjoining Parcels into a single parcel.
- (s) "Transfer" means the Form A Transfer or Transfers under the *Land Title Act* (British Columbia) in registrable form transferring the estate in fee simple of the Road from the City to the Purchaser.
- (t) "Utility SRWs" means statutory right(s) of way for any public works currently in place on the Road.

ARTICLE 2 PURCHASE AND SALE

- 2.1 Purchase and Sale** – The Purchaser will purchase from the City and the City will sell to the Purchaser the Road, free and clear of all registered liens, charges, and encumbrances, except for the Permitted Encumbrances, and the Utility SRWs, for the Purchase Price, on the terms and conditions of this Agreement.
- 2.2 Payment of Purchase Price** – The Purchaser will pay the Purchase Price as follows:
- (a) by payment of the Deposit to the City’s Solicitors, in trust, within 48 hours after execution of this Agreement by the Purchaser, to be held by the City’s Solicitors in a trust account with a bank, credit union, or other similar financial institution, with the City and the Purchaser agreeing that:
 - (i) upon completion, the Deposit together with all interest accrued thereon, will be credited on account of the Purchase Price;
 - (ii) the Deposit and interest thereon will be retained by the City if the Purchaser defaults in any of its obligations under this Agreement, including its obligation to purchase the Road under this Agreement, and that default is not waived in writing by the City, without prejudice to any other remedies the City may have;
 - (iii) the Deposit and all interest thereon will be repaid to the Purchaser if the City is in default of its obligation to sell the Road under this Agreement and that default is not waived in writing by the Purchaser; and
 - (b) by payment to the City on the Completion Date of the balance of the Purchase Price, adjusted in accordance with this Agreement.
- 2.3 Adjustments** – All adjustments to the Purchase Price in respect of the Road, both incoming and outgoing, usually the subject of adjustment between a vendor and a purchaser in connection with the purchase and sale of land, including adjustments of property taxes, utilities and rents, will be made up to and including the Completion Date.
- 2.4 Preparation of Plans** – The Purchaser shall, at its own cost and expense:

- (a) prepare the Road Closure Plan and arrange for execution of the associated application to deposit;
- (b) prepare the Subdivision Plan and arrange for execution of the associated application to deposit, including execution by any chargeholders whose consent is necessary; and
- (c) determine which charges, if any, require extensions over the Road and preparing and arranging for execution of the necessary Extension Agreements.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 Mutual Conditions Precedent – The Purchaser’s obligation to purchase the Road from the City and the City’s obligation to sell the Road to the Purchaser are subject to fulfilment of the following conditions precedent:

- (a) on or before [date], the Council of the City of New Westminster, in its sole and absolute unfettered discretion, will have adopted the Road Closure Bylaw; and
- (b) on or before [date], the Council of the City of New Westminster, in its sole discretion, will have adopted a bylaw amending Zoning Bylaw No. 6680, 2001, as amended, to rezone the lands consisting of the Adjoining Parcels and the Road to permit the Proposed Development. The Purchaser shall make its best efforts to obtain such rezoning and shall bear all costs associated with said rezoning.

The City and the Purchaser agree that the conditions precedent above are for the benefit of both the City and the Purchaser and may not be waived. If these conditions are not satisfied by the date specified, this Agreement is at an end and each of the parties have no further obligations to, nor rights against, the other in respect of this Agreement and the transfer contemplated herein.

3.2 Purchaser’s Condition Precedent – The Purchaser’s obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions precedent:

- (a) on or before [date], the Purchaser will be satisfied, in its absolute discretion, with the results of its due diligence investigations with respect to the environmental condition of the Road.

In consideration of \$10.00 non-refundable paid by the Purchaser to the City and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City, the City agrees to remain bound by the terms and conditions of this Agreement while it remains subject to the condition precedent under this section. If the Purchaser does not

give the City notice of its satisfaction or waiver of this condition precedent within the time provided herein, this Agreement will automatically terminate.

3.3 Environmental Investigations – the Purchaser will, at its own expense and in a timely manner so as to enable the completion of all required due diligence within the time provided under section 3.2:

- (a) cause an appropriately qualified professional approved by the City to complete and provide to the City a Preliminary Site Investigation (as defined in the *Environmental Management Act*) with respect to the Road; and
- (b) if required by the City or the Purchaser as a result of that preliminary site investigation, cause the same professional to complete and provide to the City a detailed site investigation (as defined under the *Environmental Management Act*) of the Road.

3.4 Acknowledgment -- The Purchaser acknowledges that, as part of the road closure process, the City may be required by the operator(s) of a utility affected by the Road Closure Bylaw to accommodate affected transmission or distribution facilities or works by granting statutory rights of way over the Road to the operator(s) of a utility, pursuant to s. 41 of the *Community Charter*.

3.5 No Derogation – Nothing contained or implied in this Agreement will impair or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or any other enactment and all such powers and rights may be fully exercised in relation to the Road as if this Agreement had not been entered into between the Purchaser and the City. The Purchaser acknowledges that fulfillment of the conditions precedent set out in this Agreement may require that the Council of the Corporation of the City of New Westminster adopt bylaws or pass resolutions or issue permits and that the passage of said resolutions or adoption of said bylaws or issuance of said permits by the Council of the Corporation of the City of New Westminster are within its sole absolute discretion which is not in any manner subject to the provisions hereof.

ARTICLE 4 TRANSFER

4.1 Title and Possession – On the Completion Date:

- (a) the City will:
 - (i) convey the estate in fee simple of the Road to the Purchaser free and clear of all liens, charges, and encumbrances, except for the Permitted Encumbrances and the Utility SRWs; and
 - (ii) give vacant possession of the Road to the Purchaser, subject only to the Permitted Encumbrances and the Utility SRWs; and

- (b) the Purchaser will:
 - (i) deposit the Subdivision Plan in the LTO in order to cause the consolidation of the Road with the Adjoining Parcels to create a single fee simple parcel.

4.2 Closing Documents –

- (a) No later than ten (10) days before the Completion Date, the Purchaser will cause the Purchaser's Solicitors to deliver to the City's Solicitors, duly executed by the Purchaser and all other persons required to give effect to the instrument, as applicable:
 - (i) the Transfer, to be approved and executed by the City;
 - (ii) the Subdivision Plan;
 - (iii) two copies of the City's statement of adjustments, to be approved and executed by the City;
 - (iv) a copy of the Purchaser's statement of adjustments, executed by the Purchaser;
 - (v) the GST Declaration; and
 - (vi) such further documents, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser's Solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Purchaser, title to the Road free and clear of any lien, claim, charge, encumbrance or legal notation other than the Permitted Encumbrances and the Utility SRWs, as contemplated herein.
- (b) Before the Completion Date, the City will execute and cause the City's Solicitors to deliver to the Purchaser's Solicitors on undertakings satisfactory to the City's Solicitors:
 - (i) the Transfer;
 - (ii) one certified copy of the Road Closure Bylaw and its associated Road Closure Plan;
 - (iii) a Form 17 to raise title to the Road;
 - (iv) the City's statement of adjustments;
 - (v) the Subdivision Plan;
 - (vi) the Utility SRWs, if any; and

(vii) the documents referred to in section 4.2(a)(vi).

4.3 Completion – On or before the Completion Date:

- (a) the Purchaser will pay to the Purchaser’s Solicitors, in trust, the Purchase Price adjusted in accordance with this Agreement;
- (b) forthwith after payment by the Purchaser of the Purchase Price to the Purchaser’s Solicitors in trust, and after confirmation of receipt by the Purchaser’s Solicitors of documents under section 4.2(b), the Purchaser will cause the Purchaser’s Solicitors to apply to the LTO to deposit, file and register in the order listed below, on a concurrent basis and as an “all or nothing” package for registration:
 - (i) Application to Deposit plan regarding the Road Closure Plan attaching the certified Road Closure Bylaw;
 - (ii) Road Closure Plan with surveyor’s certification attached;
 - (iii) the Form 17 to raise title to the Road;
 - (iv) the Utility SRWs, if any;
 - (v) the Transfer and associated Property Transfer Tax Return and cheque;
 - (vi) Land Owner Transparency Act declaration;
 - (vii) the Extension Agreements, if any;
 - (viii) the application to deposit the Subdivision Plan;
 - (ix) the Subdivision Plan with surveyor’s certification attached

(collectively, the “LTO Instruments”), and
- (c) upon the Purchaser’s Solicitors being satisfied after deposit of the LTO Instruments for registration in the LTO that, in the normal course of land title office routine, the Purchaser will be the registered owner in fee simple of the Road, subject only to the Permitted Encumbrances, the Utility SRWs, and any Extension Agreements, the Purchaser will cause the Purchaser’s Solicitors to transfer to the City’s Solicitors by WIRE TRANSFER the amount of the adjusted Purchase Price made payable to the City’s Solicitors, in trust.

The requirements of this section are concurrent requirements and this transaction will not be considered to be complete on the Completion Date until everything required to be done by this section is done.

4.4 Risk – The Road is at the City’s risk until 12:01 a.m. on the Completion Date and at the

- of the Road, or past or present activities on it, with any Environment Laws;
- (iii) the suitability of the Road for any particular use or development; or
 - (iv) access to or from the Road;
- (c) it is the sole responsibility of the Purchaser to satisfy itself with respect to the matters referred to in section 6.2(b), including by conducting any reports, tests, investigations, studies, audits, and other enquiries that the Purchaser, in its sole discretion, considers prudent; and
- (d) the Purchaser has not relied, and will not rely, upon any documentation or information regarding the Road that may have been provided by or on behalf of the City to the Purchaser prior to the Purchaser's execution of this Agreement or that may be provided following such execution and the Purchaser hereby releases the City from any and all liability associated with its use or reliance upon any documentation or information provided at any time to the Purchaser by the City or any of its elected and appointed officials, employees, contractors or agents.

5.3 Release and Indemnity - Effective from and after the Completion Date:

- (a) the Purchaser assumes and is solely responsible for, and releases the City (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation costs, as defined in the *Environmental Management Act* (British Columbia), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the Purchaser or any other person has or may have arising out of or in any way related to or in connection with the Road, including the presence of Contaminants in, on, under or migrating to or from the Road, and any mandatory or voluntary remediation, mitigation or removal of any Contaminants; and
- (b) the Purchaser will indemnify and save harmless the City (and its elected and appointed officials, employees, contractors, and agents) from and against any and all actions, causes of action, liabilities, demands, claims, losses, damages, costs (including remediation cost, as defined in the *Environmental Management Act* (British Columbia), the costs of complying with any Environmental Laws and any consultant and legal fees, costs and disbursements), expenses, fines and penalties whether occurring, incurred, accrued or caused before, on or after the Completion Date, which the City, or its elected or appointed officials, employees, contractors or agents, may suffer, incur, be subject to or liable for, whether brought against anyone or more of them by the Purchaser or any other person, or any government authority or agency, arising out of or in any way related to or in connection with the Road, including the presence of Contaminants in, on, under or migrating to or the Road,

and any mandatory or voluntary remediation, mitigation or removal of any Contaminants; and

- (c) without limiting the rest of this section 5.3, for the purpose of allocation of remediation costs pursuant to the *Environmental Management Act* (British Columbia), including and after the Completion Date, the Purchaser will be, as between the City and the Purchaser, solely responsible for the costs of any mandatory or voluntary remediation of the Road under that Act and this binds the Purchaser with respect to any allocation of remediation costs, as defined by that Act, by any procedure under that Act.

5.4 Site Disclosure Statement - The Purchaser hereby waives delivery by the City of a site disclosure statement for the Road under the *Environmental Management Act* (British Columbia).

5.5 Survival – The provisions of this Article 5 shall survive the Completion Date.

ARTICLE 6 MISCELLANEOUS

6.1 Fees and Taxes – The Purchaser will pay, as and when due and payable:

- (a) any property transfer tax payable under the *Property Transfer Tax Act* (British Columbia) in connection with the sale of the Road to the Purchaser;
- (b) all costs of the closure and removal of highway dedication contemplated by this Agreement including without limitation:
 - (i) all legal, survey, and administrative costs;
 - (ii) all costs related to the accommodation of any affected utilities pursuant to section 41(4) of the *Community Charter*, including without limitation, costs (including legal costs) of preparing and registering statutory rights of way, survey costs, and fees charged by affected utilities,

incurred by the City in connection with the closure and removal of the highway dedication;
- (c) all costs of the subdivision contemplated by this Agreement including without limitation, the cost of preparing the Subdivision Plan, including all legal, survey, and administration costs incurred by the City in connection with the subdivision;
- (d) the cost of preparing all necessary conveyancing documentation, including the Transfer;
- (e) any LTO fees in connection with the registration, filing or deposit with the LTO of any document or plan to be deposited, filed or registered pursuant to the terms of this

Agreement, including the LTO Instruments;

- (f) its own legal fees and disbursements; and
- (g) any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Road to the Purchaser, with the Purchaser and the City agreeing that the Purchase Price does not include GST.

6.2 Preparation of Conveyance Documents – The Purchaser will, at its expense, prepare all necessary conveyancing documentation, including the Transfer.

6.3 Access – The Purchaser, its agents and employees have a licence, exercisable on 24 hours prior written notice to the City and subject always to the requirements of the City’s highway regulation bylaws, to enter upon the Road from time to time prior to the Completion Date, at the Purchaser’s sole risk and expense, for the purpose of making inspections, surveys, tests, and studies of the Road. The Purchaser agrees to:

- (a) release and indemnify, and hold harmless, the City from and against any and all actions, causes of actions, liabilities, demands, losses, costs, and expenses (including legal fees and disbursements) which the City or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the Purchaser of its rights under this section; and
- (b) leave the Road in the same condition as that in which the Purchaser found the Road, including by removing any equipment, refuse or other matter brought onto the Road by the Purchaser or its agents or contractors.

6.4 Further Assurances – The parties will execute and deliver all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

6.5 Notice – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a “Notice” under this section) which may be or is required to be given under this Agreement will be in writing and be delivered to the applicable address set out above, or by email to:

The City at _____, and

The Purchaser at: _____

Or to such other address or email address of which notice has been given as provided in this section, in the case of the City, to the attention of _____, and to the Purchaser, to the attention of _____. Any Notice that is delivered is to be considered given on the day it is delivered, except that if that day is not a Business Day, the Notice is to be considered given on the next Business Day after it is delivered.

6.6 No Effect on Powers – This Agreement does not, and nothing herein will:

- (a) affect or limit the discretion, rights, duties or powers of the City or the approving officer under the common law or any statute, bylaw or other enactment nor does this Agreement create or give rise to, nor do the parties intend this Agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
- (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Purchaser, the Road, or the Adjoining Parcels; or
- (c) relieve the Purchaser from complying with any common law or any statute, regulation, bylaw or other enactment.

6.7 Time of Essence – Time is of the essence in this Agreement.

6.8 Interpretation – In this Agreement:

- (a) all dollar amounts referred to in this Agreement are Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

6.9 Tender – Any tender of documents or money to be made upon a party may be made at that

party's address set out in this Agreement or upon their solicitor.

- 6.10 No Other Agreements** – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject.
- 6.11 No Real Estate Agent** - The City represents and warrants to the Purchaser that no real estate agent, or other agent, has assisted the City, or in any way directly or indirectly participated in the making of this Agreement and that no real estate agent or other agent is entitled to any commission or other remuneration in any way in connection with this Agreement for the sale and purchase of the Road between the City and the Purchaser, and the City agrees to indemnify and hold Purchaser harmless from and against any such commission or remuneration, in any action, cause of action or liability relating thereto.
- 6.12 Assignment** – The Purchaser may not assign all or any part of this Agreement, or the benefit hereof, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
- 6.13 Enurement** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
- 6.14 Joint and Several** – Where the Purchaser consists of more than one person, the term "Purchaser" shall mean all such persons jointly and severally.
- 6.15 Schedules** – The following are Schedules to this Agreement and form an integral part of this Agreement:
- Schedule "A" – Road Closure Plan
 - Schedule "B" – GST Declaration
 - Schedule "C" – Permitted Encumbrances
- 6.16 Modification** – This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
- 6.17 Change of Solicitors** – A party may change its solicitor by providing notice to the other party.
- 6.18 Counterparts** - This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same agreement.
- 6.19 Digital Transmission** - This agreement may be executed by the parties and transmitted by fax or scanned and emailed and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original agreement.

6.20 Governing Law – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

6.21 Non-Merger – None of the provisions of this Agreement will merge in the transfer of the Road or any other documents delivered on the Completion Date and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.

As evidence of their agreement to be bound by the terms and conditions contained in this Agreement, the parties have executed and delivered this Agreement on the dates set out below:

DI NICOLO ENTERPRISES LTD., by its authorized signatories:

Name:

Date:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER, by its authorized signatories:

Mayor:

Date:

Corporate Officer:

Date:

SCHEDULE "B"

GST DECLARATION

To: The Corporation of the City of New Westminster (the "City")

Re: An agreement between the City and **DI NICOLO ENTERPRISES LTD.** (the "Purchaser") being a Road Closure and Purchase and Sale Agreement dated for reference _____ (the "Agreement") in respect of the sale and purchase of the Road, as defined in the Agreement (the "Property").

The Purchaser hereby agrees with the City that:

1. The Purchaser is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (the "ETA") for the collection and remittance of goods and services tax ("GST") and its registration number is _____.
2. The Purchaser will remit directly to the Receiver General of Canada any GST payable, and will file the prescribed Form 60 pursuant to subsection 228(4) of the ETA in connection with the transfer of the Property.
3. The Property transferred pursuant to the Agreement:
 - (a) is being acquired by the Purchaser as principal for its own account and is not being acquired by the Purchaser as an agent, trustee, or otherwise on behalf of or for another person; and
 - (b) does not constitute a supply of a residential complex made to an individual for the purposes of paragraph 221(2) of the ETA.
4. The Purchaser must indemnify and save harmless the City from any GST, penalty, interest or other amounts which may be payable by or assessed against the City under the ETA as a result of, or in connection with, the City's failure to collect and remit any GST applicable on the sale, and conveyance of the Property to the Purchaser.

Dated this _____ day of _____, 2023.

DI NICOLO ENTERPRISES LTD. by its authorized signatory:

Print Name:

SCHEDULE C

PERMITTED ENCUMBRANCES

None.

DRAFT