

Schedule "A"

**AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT** is dated for reference as of September 18, 2025,

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE**

**(the "Vendor")**

**- and -**

**GREEN INFRASTRUCTURE PARTNERS INC.**

**(the "Purchaser")**

**RECITAL:**

A. The Vendor and the Purchaser have agreed to enter this Agreement to set forth the terms whereby the Purchaser has agreed to purchase, and the Vendor has agreed to sell to the Purchaser, the Property.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and the non-refundable sum of One (\$1.00) Dollar paid by the Purchaser to the Vendor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

- (1) The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:
- (a) **"Assumption Agreements"** means, an assumption agreement in the form attached at Schedule "C" hereto (in the event the subject transfer is to any person other than a lender/mortgagee) or Schedule "D" hereto (in the event the subject transfer is to a person who is a lender/mortgagee), as the case may be.
  - (b) **"Acceptance Date"** means the date on which the Vendor and the Purchaser duly execute this Agreement.
  - (c) **"Adjustments"** means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.2.

- (d) “**Authorities**” means all persons, utilities, agencies, boards, tribunals, commissions, branches, or offices of any federal, provincial, regional, municipal or other governmental departments having legal jurisdiction over the whole or any part of the Property and “**Authority**” means any one of them, in each case as the context requires.
- (e) “**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.
- (f) “**Closing**” means the closing and consummation of the agreement of purchase and sale for the Property, including without limitation, the payment of the Purchase Price and the delivery of the Closing Documents, on the Closing Date.
- (g) “**Closing Date**” means October 1, 2025 or such other date as the Vendor and the Purchaser mutually agree to.
- (h) “**Closing Documents**” means the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser pursuant to Section 6.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendor pursuant to Section 6.2.
- (i) “**Demolition Commencement Date**” means the date on which the Purchaser commences the demolition of the Hospital Building.
- (j) “**Demolition Completion Date**” means the date on which the Purchaser has completed the demolition of the Hospital Building and has completely removed and disposed of all construction and demolition waste from the Property (noting crushed brick and concrete that are needed for development shall remain on site), all to the satisfaction of the Vendor, acting reasonably.
- (k) “**Development Commencement Date**” means the date on which the Purchaser or any Permitted Assignee commences on-site excavation for the development of foundations at the Property in accordance with the provisions of this Agreement.
- (l) “**Encumbrances**” means all mortgages, pledges, charges, liens, prior liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, or against title to the Property, or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, servitudes, restrictions, executions or other charges or encumbrances (including notices or other registrations in respect of any of the foregoing) against title to the Property or any part thereof or interest therein.
- (m) “**Environmental Laws**” means all statutes, laws, ordinances, codes, rules, regulations, orders and enforceable guidelines and directives, now or at any time hereafter in effect, made or issued by any municipal, provincial or federal government, or by any department, agency, board or office thereof, or by any board of fire insurance underwriters or any other governmental agency or

governmental source whatsoever, regulating, relating to or imposing liability or standards of conduct concerning the environment including, without limitation the use or occupancy of the Premises or any part thereof, or any material, substance or thing which may at any time be in, on, under or about the Premises or any part thereof or emanate therefrom. For greater certainty, the parties agree that Environmental Laws include the Environmental Protection Act, R.S.O. 1990. C. E. 19 (EPA) and the Ontario Water Resources Act, R.S.O. 1990, c. O. 40 (OWRA), as amended or replaced from time to time.

- (n) “**Hospital Building**” means the former General Hospital building located on the Property.
- (o) “**HST**” means the goods and services tax and/or the harmonized sales tax payable pursuant to the *Excise Tax Act* (Canada), as amended from time to time.
- (p) “**Known Environmental Risks**” means the known environmental on-property risks (but for greater certainty not off property risks) resulting from the historical potentially contaminating activities conducted on the Property being (i) historical fuel storage (1961-unknown), (ii) historical operation of an incinerator and back-up generator, (iii) historical chemical handling on-site (iv) historical operation as a snow dump and (v) asbestos in the Hospital Building and as set out in the following reports (a) Asbestos Assessment – D Wing (D-128, D-137, D-180) dated November 8, 2006, (b) Asbestos Survey and Awareness Training, dated February 28, 2012, (c) Asbestos Survey (Re-inspection) dated April 18, 2012 and (d) Underground Storage Tank Closure Report, dated October 2010 (the “**Environmental Reports**”) For greater certainty, Known Environmental Risks does not include Unknown Environmental Conditions.
- (q) “**Lands**” means the Property to the exclusion of the Hospital Building.
- (r) “**Laws**” means all laws, statutes, ordinances, regulations, by-laws, directions, orders, rules, requirements, building codes of every nature and kind, directions and guidelines of all Authorities.
- (s) “**Master Plan**” means the plan of the master-planned community outlining the future multi-residential and mixed-use development of the Property.
- (t) “**Notice**” has the meaning assigned in Section 10.14.
- (u) “**Permitted Assignee**” means an assignee that has been consented to by the Vendor in accordance with the terms and conditions of this Agreement.
- (v) “**Potentially Contaminated Soils**” means soil originating from the Lands that there is reason to believe exceeds the soil standards as set forth in the *Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act* based on either Table 2 (Full Depth Generic Site Condition Standards for Use in a Potable Groundwater Condition) for Residential / Parkland/ Institutional Property Uses or Table 8 (Generic Site Condition Standards for Use

within 30 m of a Water Body in a Potable Groundwater Condition) for Residential/ Parkland / Institutional / Industrial / Commercial / Community Property Uses as they relate to the intended use of the Lands that includes residential uses.

- (w) “**Project**” consists of two phases: (1) Phase 1: the demolition of the Hospital Building and removal of all demolition waste related to the Hospital Building from the Property and (2) Phase 2: the redevelopment concept to be constructed on the Property, including to the satisfaction of the Vendor, preliminary building schematics, conceptual plans and/or site plans.
- (x) “**Project Completion Date**” means the date that the Project has been completed in the reasonable discretion of the Vendor.
- (y) “**Property**” means the lands and premises as legally described in the attached Schedule A, together with all improvements, buildings, structures, equipment and appurtenances located therein and thereon.
- (z) “**Purchase Price**” means \$1.00 plus HST (if applicable).
- (aa) “**Purchaser’s Solicitors**” means Pallett Valo LLP.
- (bb) “**Realty Taxes**” means all taxes, rates, duties, levies, fees, charges (including local improvement charges) commercial concentration taxes and assessments of any kind and nature whatsoever, which are levied, imposed, assessed or charged by any lawful taxing authority whether school, municipal, regional, provincial, federal or otherwise, from time to time against or in respect of the Property or any part thereof.
- (cc) “**Standards**” means the applicable standards in effect at the Landfill for the acceptance of solid hazardous and non-hazardous wastes at the time of disposal of waste from the Hospital Building.
- (dd) “**Transaction**” means the purchase and sale of the Property provided for in this Agreement.
- (ee) “**Unavoidable Delay**” means any prevention, delay, stoppage or interruption in performance due to weather conditions, strikes, lockouts, labour disputes, lack of materials or supplies, legal or regulatory impediment, acts of God, the occurrence of enemy or hostile action, civil commotion, fire or other casualties or conditions, or due to any other causes beyond the reasonable control of the Purchaser where the effects of such casualty or contingency are not avoidable by the exercise of reasonable effort or foresight by the Purchaser (but does not include insolvency, lack of funds, or other financial casualty or contingency).
- (ff) “**Unknown Environmental Conditions**” means all environmental conditions resulting from the historical potentially contaminating activities on the Property both on the Property and those environmental conditions on any other property as a result of the historically potentially contaminating activities on the Property, being (i) historical fuel storage (1961-unknown), (ii) historical operation of an incinerator

and back-up generator, (iii) historical chemical handling on-site and (iv) historical operation as a snow dump that are not set out in the Environmental Reports including those (i) arising as a result of any Release of any hazardous substance on or into the Property or any real property adjoining the Property that are not disclosed in the Environmental Reports.

(gg) “**Vendor’s Solicitors**” means Aird & Berlis LLP.

## **ARTICLE 2 AGREEMENT OF PURCHASE AND SALE**

### **2.1 Purchase and Sale of the Property**

(1) Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, and the Purchaser will purchase, the Property in consideration of the payment of the Purchase Price. This Agreement shall be completed on the Closing Date, subject to real property registrations being electronically effected in the appropriate land registry office.

### **2.2 Acknowledgement of Purchaser as to Condition of Property**

(1) Save and except as otherwise provided in this Agreement, the Purchaser acknowledges and agrees that the Property is being purchased by the Purchaser on an “as is, where is” basis as of the Closing Date, subject to the Permitted Encumbrances and the Purchaser acknowledges and agrees that:

- (a) on Closing, title to the Property shall be subject only to the Permitted Encumbrances;
- (b) except as otherwise expressly provided in this Agreement with respect to Known Environmental Risks, in entering into this Agreement, the Purchaser has relied and will continue to rely upon its own inspections and investigations with respect to the Property and subject thereto the Purchaser acknowledges that it is not relying on any information furnished by the Vendor, the Vendor’s real estate broker (if any) and/or any other person on behalf of or at the direction of the Vendor in connection therewith;
- (c) the Purchaser acknowledges and agrees that no statements or representations by any representative of the Vendor have induced or influenced the Purchaser to enter into this Agreement or to agree to any of its terms, or except for the representations and warranties of the Vendor set out in Section 2.3(4) and 7.1 of this Agreement, have been relied on in any way by the Purchaser as being accurate or have been taken into account by the Purchaser as being important to the Purchaser’s decision to enter into this Agreement or to agree to any of its terms; and
- (d) this Section 2.2 shall survive Closing.

### 2.3 Future Development, Environmental

- (1) Except as set forth herein, the Vendor sells the Property without any warranty as to its suitability for use or development by the Purchaser, and without any express or implied agreement, representation or warranty of any kind whatsoever as to the area, physical characteristics, income, profitability, use or zoning, the existence of latent defects, or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied by the Vendor in connection with the Property and without limiting the foregoing, except as expressly set forth in this Agreement, any and all conditions or warranties, express or implied, pursuant to legislation or otherwise will not apply and are hereby waived by the Purchaser.
- (2) The Purchaser shall bear all risks with regard to the future use of the Property following the Closing Date, and, save and except as provided in this Agreement, the Purchaser shall have no claim whatsoever against the Vendor for any defect in the Property relating to any matter from and after the Closing Date.
- (3) Except as set forth herein, the Purchaser acknowledges and agrees that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any PCBs, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called “**Environmental Matters**”) and, except as set forth herein, that the Purchaser takes the Property “as is”, which includes the Lands and the Hospital Building, and relies upon its own investigations, if any, in this regard. Except as set forth herein, from and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns, will have no further liability in respect of any Known Environmental Risks.
- (4) The parties acknowledge that there are Known Environmental Risks as it relates to the Property. The Vendor represents and warrants that the Vendor has provided all environmental reports regarding the Property in its possession and has fully disclosed the knowledge and information it has (if any) about Environmental Matters to the Purchaser. In the event that the Vendor has failed to disclose any environmental reports in its possession to the Purchaser and/or the Vendor has failed to disclose to the Purchaser any knowledge and information the Vendor has about Environmental Matters and it is proven the Vendor actually had that information prior to the execution of this Agreement of Purchase and Sale, the Vendor shall indemnify and hold the Purchaser harmless from and against all claims, demands, liabilities, losses, costs, damages and expenses resulting from the Vendor’s failure to disclose such information. For greater certainty, the Vendor’s liability to the Purchaser with respect to Unknown Environmental Conditions shall expire upon the sale and transfer of the Property by the Purchaser to a third party purchaser, including Ruscio Masonry and Construction Limited (“**Ruscio**”).
- (5) This Section 2.3 shall survive Closing.

## **2.4 Indemnities**

- (1) The Purchaser covenants and agrees to indemnify and save the Vendor harmless from any and all demands, suits, actions, claims, damages, costs and expenses of any nature arising pursuant to the Property with respect to any matter which occurs on or after and which relates only to the period from or after the Closing Date.
- (2) This Section 2.4 shall survive Closing.

## **2.5 No Assignment**

- (1) The Purchaser shall not be permitted to assign this Agreement prior to Closing.

# **ARTICLE 3 PURCHASE PRICE**

## **3.1 Payment of Purchase Price**

- (1) The Purchase Price shall be paid to the Vendor's Solicitors (or as the Vendor may otherwise direct) on Closing.

## **3.2 Adjustments**

- (1) Adjustments shall be made as of the Closing Date. From and including the Closing Date, the Purchaser shall be responsible for all expenses and shall be entitled to all revenues accruing from the Property. The Adjustments shall include, as applicable, local improvement rates and charges, water and assessment rates, Realty Taxes, utility deposits, licenses necessary for the operation of the Property and all other items normally adjusted between a vendor and purchaser in respect of the sale of a property similar to the Property.
- (2) If the final cost or amount of an item which is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Vendor acting reasonably as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Vendor or the Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the parties shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by auditors appointed jointly by the Vendor and the Purchaser, with the cost of such auditor's determination being shared equally between the parties. All Adjustments must be finalized by no later than the one (1) year anniversary of the Closing Date.
- (3) A statement of adjustments shall be delivered to the Purchaser by the Vendor at least five (5) Business Days prior to the Closing Date and shall have annexed to it complete details of the calculations used by the Vendor to arrive at all debits and credits on the statement of adjustments. The Vendor shall give the Purchaser's representatives reasonable access to

the Vendor's working papers and backup materials in order to confirm the statement of adjustments.

- (4) Insurance premiums shall not be adjusted as of the Closing Date, but insurance shall remain the responsibility of the Vendor until the Closing Date, and from and thereafter the Purchaser shall be responsible for placing its own insurance. This Section 3.2(4) remains subject to the Purchaser's insurance responsibilities as required and particularly outlined in the agreement respecting safety, legal compliance and legal responsibility entered into by the Purchaser and the Vendor dated November 26, 2024.

## **ARTICLE 4 TITLE SEARCH**

### **4.1 Title**

- (1) The Purchaser shall at its sole cost and expense be allowed until 4:30 p.m. on September 25, 2025 (the "**Requisition Deadline**") to investigate title to the Property and to satisfy itself that the title to the Property is free and clear of all Encumbrances and to submit any valid and material objections to title to the Property 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; and (e) the permitted encumbrances set out in Schedule B attached hereto (collectively, the "**Permitted Encumbrances**"). If prior to that deadline, a valid and material objection to title is made in writing by the Purchaser to the Vendor (a "**Requisition**"), which the Vendor shall be unwilling or unable to remove or satisfy (including, without limitation, by way of title insurance) and which the Purchaser will not waive, then, if the Purchaser is not then in default hereunder, the Purchaser may notify the Vendor in writing by no later than five days of receipt of the Vendor's notice that the Purchaser will not waive the Requisition and has elected to terminate this Agreement, in which case, so long as the Purchaser is not otherwise in default hereunder, this Agreement shall be at an end and each of the parties hereto shall otherwise have no further covenants or obligations hereunder. Except for any valid Requisition so made on or before the Requisition Date, the Purchaser shall be deemed to have accepted title to the Property.

## **ARTICLE 5 CONDITIONS**

### **5.1 Conditions in Favour of Vendor**

- (1) The obligation of the Vendor to complete the Transaction shall be subject to the following conditions:
  - (a) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects;
  - (b) on Closing, the representations and warranties of the Purchaser set out in Section 7.2 shall be true and accurate in all material respects; and
  - (c) the Vendor simultaneously completes the transaction to sell to Ruscio the property set out in Schedule "A" of the Agreement of Purchase and Sale between the Vendor and Ruscio dated the date hereof.
- (2) The conditions set forth in Section 5.1 are for the benefit of the Vendor and may be waived in whole or in part by the Vendor by Notice to the Purchaser prior to the date for the satisfaction of such conditions.
- (3) If any of the conditions in this Section 5.1 are not satisfied or waived on or before the applicable date/time, this Agreement shall be deemed to be terminated, null and void and of no further force or effect whatsoever, each of the Vendor and Purchaser shall be released from all liabilities and obligations under this Agreement unless any such condition has not been satisfied as a result of a default by the Purchaser or Vendor, and save and except for those provisions which expressly survive termination of this Agreement.

### **5.2 Conditions in Favour of the Purchaser**

- (1) The obligation of the Purchaser to complete the Transaction shall be subject to the following conditions:
  - (a) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been complied with or performed in all material respects;
  - (b) on Closing, the representations and warranties of the Vendor set out in Section 2.3(4) and Section 7.1 shall be true and accurate in all material respects; and
  - (c) an agreement relating to the Property between the Purchaser and Ruscio shall have been executed.
- (2) The conditions set forth in Section 5.2 are for the benefit of the Purchaser and may be waived in whole or in part by the Purchaser by Notice to the Vendor prior to the date for the satisfaction of such conditions.

- (3) If any of the conditions in this Section 5.2 are not satisfied or waived on or before the applicable date/time, this Agreement shall be deemed to be terminated, null and void and of no further force or effect whatsoever, each of the Vendor and Purchaser shall be released from all liabilities and obligations under this Agreement unless any such condition has not been satisfied as a result of a default by the Purchaser or Vendor, and save and except for those provisions which expressly survive termination of this Agreement.

## **ARTICLE 6 CLOSING DOCUMENTS**

### **6.1 Vendor's Closing Documents**

- (1) On or before Closing, subject to the provisions of this Agreement, the Vendor shall prepare and execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:
- (a) transfer relating to the Property in favour of the Purchaser, in registerable form;
  - (b) a certificate pursuant to Section 116 of the Income Tax Act of Canada in respect of the Transaction;
  - (c) a direction as to the payee or payees of the Purchase Price;
  - (d) the Project Milestone Agreement;
  - (e) the Option Agreement;
  - (f) a bring-down certificate stating that the representations and warranties of the Purchaser expressed herein are true and correct as of the Closing Date; and
  - (g) all other conveyances and documents which are required and which the Purchaser has reasonably requested on or before the Closing Date to give effect to the proper transfer, assignment and conveyance by the Vendor to the Purchaser of the Property.
- (2) All documentation shall be in form and substance acceptable to the Purchaser acting reasonably and in good faith.

### **6.2 Purchaser's Closing Documents**

- (1) On or before Closing, subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor's Solicitors the following:
- (a) the balance of the Purchase Price pursuant to Article 3;
  - (b) an undertaking by the Purchaser to readjust all items on or omitted from the statement of adjustments;

- (c) direction re title;
  - (d) the Project Milestone Agreement;
  - (e) the Option Agreement;
  - (f) the Section 118 Restriction;
  - (g) a bring-down certificate stating that the representations and warranties of the Purchaser expressed herein are true and correct as of the Closing Date; and
  - (h) all other conveyances and documents which are required and which the Vendor has reasonably requested on or before the Closing Date to give effect to the proper transfer, assignment and conveyance by the Vendor to the Purchaser of the Property.
- (2) All documentation shall be in form and substance acceptable to the Vendor acting reasonably and in good faith.

### **6.3 Costs and HST**

- (1) The Purchaser hereby represents, warrants and certifies to the Vendor with respect to the Property, as follows:
- (a) the Purchaser shall be purchasing the Property on the Closing Date, as principal for its own account and not as an agent, trustee or otherwise on behalf of another person, provided that in the event that the Purchaser is purchasing the Property as agent, nominee or trustee on behalf of another person or entity as beneficial owner (the “**Purchaser Beneficial Owner**”), the Purchaser’s HST Certificate shall contain the HST registration number of the Purchaser Beneficial Owner and shall be provided by both the Purchaser and the Purchaser Beneficial Owner;
  - (b) the Purchaser (or the Purchaser Beneficial Owner, if applicable) shall be registered under subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) (the “**ETA**”) for the collection and remittance of harmonized sales tax (“**HST**”);
  - (c) the Purchaser (or the Purchaser Beneficial Owner, if applicable) shall be liable, shall self-assess and remit to the appropriate governmental authority all HST that is payable under the ETA in connection with the transfer of the Property made pursuant to this Agreement, all in accordance with the ETA;
  - (d) the Vendor shall not collect HST on Closing regarding the Property and shall allow the Purchaser (or the Purchaser Beneficial Owner, if applicable) to self-assess and remit HST to the Receiver General in accordance with the ETA; and
  - (e) the Purchaser and the Purchaser Beneficial Owner, if any, shall jointly and severally indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest that may become payable by or assessed against the

Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser or the Purchaser Beneficial Owner, if any, on the Closing Date, or any failure by the Purchaser or the Purchaser Beneficial Owner to fulfill its obligations in connection with any matter raised in this Section 10.1 or contained in any declaration referred to herein; and (f) the Purchaser (and the Purchaser Beneficial Owner, if any) shall tender on Closing a certificate and indemnity including verification of the Purchaser's (or the Purchaser Beneficial Owner's, if applicable) registration number issued by Canada Revenue Agency under the ETA and otherwise incorporating the matters set out in this Section 6.3 (the "Purchaser's HST Certificate").

## **ARTICLE 7 REPRESENTATIONS**

### **7.1 Vendor's Representations**

- (1) The Vendor hereby represents and warrants to and in favour of the Purchaser that:
  - (a) the Purchaser is a municipal corporation duly established and organized under the Province of Ontario;
  - (b) the Vendor is the sole registered and beneficial owner of the Property;
  - (c) there are no current actions, suits or proceedings pending against the Vendor or, to the knowledge of the Vendor, currently threatened against or affecting the Vendor in relation to the Property, in law or in equity, which could affect the validity of this Agreement; and
  - (d) this Agreement has been validly authorized, executed and delivered by the Vendor and constitutes a valid and legally binding obligation of the Vendor, enforceable against it in accordance with its terms.

### **7.2 Purchaser's Representations**

- (1) The Purchaser hereby represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:
  - (a) it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
  - (b) it is not a non-Canadian within the meaning of the Investment Canada Act (Canada);
  - (c) there are no current actions, suits or proceedings pending against the Purchaser or, to the knowledge of the Purchaser, currently threatened against or affecting the Purchaser in relation to the Property, in law or in equity, which could affect the validity of this Agreement; and

- (d) this Agreement has been validly authorized, executed and delivered by the Purchaser and constitutes a valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms.

## **ARTICLE 8 PROJECT MILESTONES**

### **8.1 Project Development**

- (1) The Purchaser, or a Permitted Assignee thereof, shall construct, complete and develop the Project on the Property, subject to the following terms and conditions:
  - (a) the Purchaser, or a Permitted Assignee thereof, covenants and agrees to develop the Property substantially in accordance with the Project and the Master Plan as referred to in Section 8.4(1) hereof, subject only to those modifications as may be agreed to between the parties, acting reasonably.

### **8.2 Project Milestone- Phase 1**

- (1) The Purchaser shall complete Phase 1 of the Project on the Property, subject to the following terms and conditions:
  - (a)
    - (i) the Purchaser shall have a period of twelve (12) months from the Demolition Commencement Date to demolish the Hospital Building located on the Property and remove all related demolition waste at the Purchaser's sole expense and liability (save and except for the Vendor's obligations and contributions set out in Section 8.3); and
    - (ii) the Purchaser covenants to commence demolition of the Hospital Building within 45 days of the Closing Date and to substantially complete the demolition within twelve (12) months of the Demolition Commencement Date, subject to Unavoidable Delay.

### **8.3 Phase I Obligations of the Vendor**

- (1) Commencing on the Demolition Commencement Date and for a period of twelve (12) months thereafter, the Vendor agrees that the Purchaser and its contractors shall be permitted to dispose of up to 6,800 metric tons of construction and demolition waste comprising a combination of accepted solid hazardous material and accepted non-hazardous material originating from the Property at the Vendor's landfill located on Fifth Line in the City of Sault Ste. Marie (the "**Landfill**") provided that prior to the Closing Date, the Vendor shall confirm that the material to be deposited from the Property at the Landfill complies with the Standards. The Vendor agrees to waive any and all tipping fees for the deposit of such waste materials. Any waste that does not comply with the Standards may not be deposited at the Landfill. Notwithstanding the foregoing, the Purchaser shall be responsible for all costs, expenses, and liabilities arising out of ensuring compliance with

the Standards. For clarity, the Purchaser shall be responsible for the payment of all tipping fees for construction and demolition waste originating from the Property exceeding 6,800 metric tons that is deposited at the Landfill.

- (2) Commencing on the Demolition Commencement Date and for a period of twelve (12) months thereafter, the Vendor agrees that the Purchaser and its contractors shall be permitted to dispose of brown exterior bricks from the Property at the Vendor's landfill located on Great Northern Road or at other sites as agreed to between the parties at no cost to the Purchaser.
- (3) The Vendor agrees to provide a contribution from the Municipal Demolition Reserve Fund in the amount of \$100,000.00 to the Purchaser. 50% of such payment is to be made forthwith following the Demolition Commencement Date and the remaining 50% of such payment is to be made on the Demolition Completion Date. Promptly following the date that the Purchaser completes the demolition of the Hospital Building and the removal of all waste materials generated by such demolition from the Property, the Purchaser shall provide notice in writing to the Vendor thereof (the "Notice of Demolition Completion"). The Vendor shall have 30 Business Days following delivery of the Notice of Demolition Completion notice to confirm that the Demolition Completion Date has been achieved. If the Vendor does not deliver notice in writing to the Purchaser specifying in detail any deficiencies in the completion of the Purchaser's demolition and removal of waste material from the Property in accordance with the applicable provisions of this Agreement, the Demolition Completion Date will be deemed to have occurred on the 30th Business Day following the date of the Purchaser's Notice of Demolition Completion.

#### **8.4 Project Milestones – Phase 2**

- (1) The Purchaser shall have a period of thirty-six (36) months from the Closing Date to deliver to the Vendor, a plan of the master-planned community outlining the future multi-residential and mixed-use development of the Property (the "**Master Plan**"), which plan shall be subject to the approval of the Vendor, acting reasonably. Notwithstanding the foregoing, the Purchaser, or a Permitted Assignee thereof shall initiate and commission the plan referenced in this Section 8.4(1) following the Demolition Commencement Date. Further, the Purchaser, or a Permitted Assignee thereof, shall submit and secure building permits for the construction of the master -planned community within a maximum of five (5) years from the Closing Date.

#### **8.5 Phase 2 Obligations of the Vendor**

- (1) Commencing on the Development Commencement Date and for a period of twelve (12) months thereafter, the Vendor shall permit the Purchaser and its contractors to dispose of all Potentially Contaminated Soils originating from the Property at the Landfill, during regular Landfill business hours at no cost to the Purchaser upon: (1) the receipt of acceptable Toxicity Characteristic Leaching Procedures (TCLP); (2) a letter from a qualified expert stating that the Potentially Contaminated Soils to be disposed of at the Landfill adheres to TCLP; and (3) confirmation that the Potentially Contaminated Soil adheres to the applicable Rules for Soil Management and Excess Soil Quality Standards,

as amended from time to time by the Province of Ontario. Such Potentially Contaminated Soils shall not be included in the calculation of the 6,800 metric tons of construction and demolition waste referenced in Section 8.3(1).

## **8.6 Other Vendor Contributions to the Project**

- (1) When the Purchaser or a Permitted Assignee thereof, develops the Property substantially in accordance with the Project and the Master Plan, as referred to in Section 8.4(1) hereof, the Vendor agrees to provide in-kind services in support of the Project for services of up to \$190,000.00, such services to be determined at the Vendor's sole and absolute discretion. The parties acknowledge and agree that this Section 8.6 and Vendor's obligation shall apply only if the Purchaser is Green Infrastructure Partners Inc. or Ruscio. The Purchaser acknowledges and agrees that the Vendor may seek funding in the future from Federal or Provincial programs to assist with these in-kind services and any such monies received shall be considered as and applied by the Vendor as part of the maximum amount set out herein. Further, the Purchaser acknowledges and agrees that the Vendor shall maintain the calculation of the in-kind services so incurred by the Vendor and such calculation shall be accepted by the Purchaser.

## **8.7 Purchaser's Registration of Easements in Favour of the Vendor**

- (1) Following the Closing Date, the Purchaser, or once the Purchaser's commitment in Section 8.2(1)(a)(i) is complete, a Permitted Assignee thereof, shall grant and attend to the registration of the following easements:
  - (a) Storm Sewer Easements over the lands marked as "A" on Schedule F or over such other location that may be suitable to the mutual satisfaction of the Purchaser and the Vendor, each acting reasonably, from time to time, which Storm Sewer Easements shall contain the terms and conditions in the Storm Sewer Easement Schedule attached as Schedule F1 hereto;
  - (b) two (2) Access Easements each over the lands marked as "B" and "C" on Schedule F, or over such other location that may be suitable to the mutual satisfaction of the Purchaser and the Vendor, each acting reasonably, from time to time, which Access Easements shall contain the terms and conditions in the Access Easement Schedule attached as Schedule F2 hereto; and
  - (c) the Purchaser, or a Permitted Assignee thereof, shall execute and deliver all documents which are required by the Vendor pertaining to this Section 8.7.
- (2) Until the easements referenced in this Section 8.7 are registered on title to the Property, the Purchaser shall provide the Vendor access to the lands outlined in Schedule F by executing separate licenses for each of the Storm Sewer Easement and the two Access Easements (which licenses shall be prepared upon the Vendor's form), which licenses shall contain the terms and conditions outlined in Schedule F1 and Schedule F2 (as applicable) and the matters referred to in Section 8.7(1) and which licenses shall be executed by the Vendor and the Purchaser within thirty (30) days of the Closing Date. The Vendor and Purchaser

agree that upon the Closing Date and until such time as the licences contemplated herein are executed, the Purchaser, shall grant to the Vendor access to the lands outlined in Schedule F upon the terms and conditions outlined in Schedule F1 and Schedule F2 (as applicable) and the matters referred to in Section 8.7(1):

- (a) with respect to the terms of the Access Easements, licenses and any other access to the Property after the Closing Date contemplated by the provisions of Section 8.7(2), such access to the Property shall be subject to such reasonable restrictions and conditions as the Purchaser may impose with respect to the following prior to completion of the Project:
  - (i) requirements for the Vendor and any person entering the Property for, on behalf of, or at the request or direction of, the Vendor to release, indemnify and save harmless the Purchaser, and its officers, directors and employees, agents, shareholders and contractors from and against any injury to such person or the loss or damage to property brought or left by such person on the Property,
  - (ii) requirements for the Vendor and such person to be insured for any such injury, loss or damage, to such limits and for such perils as the Purchaser, may reasonably require;
  - (iii) requirements for the Vendor and any such person comply with the instructions and directions of the Purchaser and its representatives with respect to matters of health and safety; and
  - (iv) requirements for the Vendor and any such person not to commence, continue, or leave any work upon the Property if such work will interfere with or delay the performance of the Project.

## **8.8 General Provisions.**

- (1) This Article 8 shall survive Closing and, on Closing, a Notice of Agreement shall be registered on title to the Property in priority to all encumbrances on title (financial or otherwise) (the “**Project Milestone Agreement**”), which Project Milestone Agreement shall run with and bind the interest of the Purchaser in the Property, as an appurtenance to and for the benefit of the Vendor provided that upon any sale, transfer, assignment, mortgage or ground lease of the whole or any part the Property, the Purchaser shall obtain from and have executed by such transferee, assignee, mortgagee or ground tenant, as the case may be, and delivered to the Vendor (and so on, in the case of succeeding transfers) an Assumption Agreement (with such amendments thereto as may be reasonably requested by the transferee, assignee, mortgagee or ground tenant, as the case may be), such Assumption Agreement to be provided to the Vendor in the case of any future transferee, assignee, mortgagee or ground tenant concurrently with the grant of the applicable sale, transfer, assignment, mortgage or ground lease; but the foregoing shall not apply to tenants of parts of any buildings under leases made in the ordinary course of business, nor to any sale, transfer, assignment, mortgage or lease of any units in any condominium(s) created on

the Property. The Notice of Agreement referenced in this Section 8.8 shall not make reference to the the terms and conditions contained in this Article 8.

- (2) Notwithstanding the timelines contained in this Article 8, if at any time the Purchaser, or an assignee thereof, determines that the economic conditions are not favourable to proceed with the Project, the Purchaser or a Permitted Assignee thereof may make a written request to the Vendor to consent to an extension of the timelines outlined in this Article 8.
- (3) The parties acknowledge and agree that at any time following the Demolition Completion Date, the Purchaser may elect to sell the whole of the Property to a developer provided that the Purchaser has first complied with its obligations pursuant to Section 9.1(1) hereof. Upon completion of such sale, the purchaser thereof shall be a “Permitted Assignee” and shall assume the obligations of the Purchaser pursuant to the then applicable provisions of this Agreement and be entitled to the enforce the obligations of the Vendor outstanding hereunder, and the Purchaser shall upon closing of such purchase and sale, be relieved of all further obligations and liabilities pursuant to this Agreement.
- (4) The Purchaser acknowledges and agrees that nothing in the Agreement shall be construed as or have the effect of operating in any way to fetter the legislative discretion of the Vendor, or of any of its officers, employees, or agents, in the exercise of its statutory powers, including, but not limited to, any decision or approval under the *Planning Act* or the *Building Code Act, 1992*.

## ARTICLE 9 VENDOR’S OPTION TO REPURCHASE

### 9.1 Vendor’s Option to Repurchase

- (1) The Purchaser hereby grants the Vendor a right of first refusal to purchase the Property subject to the terms set out below (the “**ROFR**”):
  - (a) if the Purchaser receives a bona fide offer from a third party other than Ruscio (an “**Offer**”, and the third party making such Offer, the “**Offeror**”) to purchase the Property, and the Purchaser intends to accept such Offer, then the Purchaser will first provide the Vendor, before entering into any agreement with the Offeror, a copy of the written Offer from the Offeror (such notification from the Purchaser to the Vendor, the “**ROFR Purchase Notice**”). At the time the Purchaser delivers a ROFR Purchase Notice, the Purchaser will also deliver to the Vendor a purchase and sale agreement to be signed by the Vendor, containing the economic terms set forth in the ROFR Purchase Notice and the following additional terms (the “**ROFR Purchase Agreement**”): (i) closing to occur within thirty (30) days following the Vendor’s exercise of its ROFR; and (ii) standard representations and warranties by the Purchaser with respect to authority and ownership of the Property;
  - (b) the Vendor will have twenty (20) Business Days after receipt of the ROFR Purchase Notice and the ROFR Purchase Agreement (the “**ROFR Exercise Period**”) to exercise its ROFR to purchase the Property by delivering to the Purchaser the

ROFR Purchase Agreement executed by the Vendor. The Vendor's exercise of its ROFR will be deemed effective if the Vendor executes and delivers the ROFR Purchase Agreement to the Purchaser during the ROFR Exercise Period. If the Vendor elects not to, or fails to exercise its ROFR prior to the expiration of the ROFR Exercise Period, the Purchaser will be free to sell the Property to the Offeror or its affiliate or assignee free of the Vendor's ROFR for a purchase price that is not lower than 95% of the purchase price set out in the ROFR Purchase Agreement and on terms and conditions that are not materially more favourable than set out in the ROFR Purchase Agreement;

- (c) if subsequent to delivery of the ROFR Purchase Notice and the ROFR Purchase Agreement, the Offeror negotiates a purchase price that is less than ninety-five percent (95%) of the purchase price set forth in the ROFR Purchase Agreement or on terms and conditions which are materially more favourable to the Offeror than those set forth in the ROFR Purchase Agreement delivered to the Vendor pursuant to Section 9.1(b), before the Purchaser may enter into such purchase and sale agreement with the Offeror, the Purchaser must again deliver a ROFR Purchase Notice and ROFR Purchase Agreement to the Vendor setting forth the revised terms and conditions and the terms of this Section 9.1(1)(a) and 9.1(1)(b) shall apply again;
  - (d) in the event the Vendor's ROFR is not exercised and the Purchaser completes the sale of the Property to an Offeror, the Vendor's ROFR shall be null and void; and
  - (e) the Vendor agrees that the provisions of this Section 9.1 shall not apply to a proposed sale of the Property to Ruscio and hereby waives the benefit of this Section 9.1 in the event of such sale.
- (2) On Closing, the Purchaser covenants and agrees to execute and deliver in favour of the Vendor the option agreement set out in Schedule E (the "**Option Agreement**") to this Agreement. The Option Agreement shall run with and bind the interest of the Purchaser in the Property, as an appurtenance to and for the benefit of the Vendor *provided that* if (A) the Purchaser is permitted to complete a sale of the Property to a third party purchaser in accordance with Section 9.1(c) of this Agreement or (B) the Purchaser proposes to sell the Property to Ruscio, and (C) such sale is to be completed after the earlier of the date that the Purchaser has either (i) completed remediation of the Property or, (ii) obtained a Record of Site Condition or Risk Assessment for the Property, then the Option Agreement shall expire coincident with the closing of such purchase and sale to a third party purchaser or to Ruscio and the Vendor shall, on request of and at the expense of the Purchaser, execute and deliver to the Purchaser a discharge of the Notice of Agreement registered on title to the Property, if so registered.
- (3) This Article shall survive Closing.

## **ARTICLE 10 GENERAL**

### **10.1 Municipal Approval**

- (1) Notwithstanding any other provisions of this Agreement, the parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Council which authorized the execution of this Agreement, or any of its successor councils in the exercise of Council's discretionary powers, duties or authorities.

### **10.2 Headings**

- (1) The headings contained herein are for reference only and in no way effect this Agreement or its interpretation.

### **10.3 Applicable Law**

- (1) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

### **10.4 Currency**

- (1) All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

### **10.5 Invalidity**

- (1) If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

### **10.6 Time of the Essence**

- (1) Time shall be of the essence of this Agreement.

### **10.7 Further Assurances**

- (1) Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds,

assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

#### **10.8 Entire Agreement**

- (1) This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the agreement of purchase and sale provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no other warranties or representations and no other agreements between the parties hereto in connection with the agreement of purchase and sale provided for herein except as specifically set forth in this Agreement or the Schedules attached hereto.

#### **10.9 Waiver**

- (1) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

#### **10.10 Solicitors as Agents and Tender**

- (1) Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's solicitor(s) on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor and any tender of Closing Documents and the Purchase Price may be made upon the Vendor's Solicitors and the Purchaser's solicitor(s), as the case may be.

#### **10.11 Survival**

- (1) Except as otherwise provided in this Agreement, no representations, warranties, covenants or agreements of either the Vendor or the Purchaser shall survive Closing. This provision survives Closing.

#### **10.12 Successors and Assigns**

- (1) All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

#### **10.13 Notice**

- (1) Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile

transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Purchaser:

Green Infrastructure Partners Inc.  
100 Commerce Valley Drive West  
Markham, ON L3T 0A1

Attention: Nathan Corriveau, Executive Vice President,  
Specialty Infrastructure Solutions  
Email: [ncorriveau@gipi.com](mailto:ncorriveau@gipi.com)

with a copy to the Purchaser's Solicitors

Pallett Valo LLP  
77 City Centre Drive, Suite 300 West Tower  
Mississauga, Ontario L5B 1M5

Attention: Alan S. Kay  
Tel: (289) 805-4157  
Email: [akay@pallettvalo.com](mailto:akay@pallettvalo.com)

(b) Vendor:

The Corporation of the City of Sault Ste. Marie  
90 Foster Drive,  
Sault Ste. Marie, Ontario  
P6A 5X6

Attention: Assistant City Solicitor  
Fax: 705-759-5405

with a copy to the Vendor's Solicitors:

Aird & Berlis LLP  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, Ontario  
M5J 2T9

Attention: Mario Pedro Phone: 647-426-2816  
Email: [mpedro@airdberlis.com](mailto:mpedro@airdberlis.com)

- (2) Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been

validly and effectively given and received on the Business Day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following Business Day.

#### **10.14 No Registration of Agreement**

- (1) The Vendor and the Purchaser covenant and agree not to register this Agreement or any notice of this Agreement on title to the Property.

#### **10.15 Commissions**

- (1) The parties acknowledge and agree that there are no commissions payable in connection with the Transaction.

#### **10.16 Closing Arrangements**

- (1) Each the Purchaser and the Vendor shall retain a lawyer to complete this Agreement, and 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 Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “**Requisite Deliveries**”) and the release thereof to the Vendor 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 Vendor 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 Ontario.

#### **10.17 Document Production and Discharges**

- (1) 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 the Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor’s control to Purchaser as soon as possible and prior to the Requisition Date.
- (2) The Vendor and the Purchaser covenant and agree to cause their respective solicitors to enter into a document registration agreement (the “**DRA**”) to govern the electronic submission of the transfer/deed for the Property to the applicable Land Registry Office. The DRA shall outline or establish the procedures and timing for completing all registrations electronically and provide for all closing documents and closing funds to be held in escrow pending the submission of the transfer/deed to the Land Registry Office and its acceptance by virtue of being assigned a registration number. The DRA shall also provide that if there is a problem with the Teraview electronic registration system which does not allow the Parties to electronically register all registration documents on Closing, the Closing Date shall be deemed to be extended until the next day when the said system

is accessible and operating for the applicable Land Registry Office applicable to the Property.

#### **10.18 Section 118 Registration**

- (1) On the Closing Date, the Vendor will register, subject to the prior satisfaction of the Purchaser as to the form and content thereof, a restriction pursuant to Section 118 of the Land Titles Act, R.S.O. 1990, C.5 on the transfer of the Property or the creation of a charge on title to the Property without the express consent of the Vendor and the Vendor shall not unreasonably or arbitrarily withhold, condition or delay such consent if this agreement requires the Vendor's consent or shall provide such consent if this agreement allows such a transfer or charge without the Vendor's consent.
- (2) The Vendor covenants and agrees to discharge the Section 118 restriction upon the earliest of (a) or (b) or (c) below:
  - (a) if (A) the Purchaser is permitted to complete a sale of the Property to a third party purchaser in accordance with Section 9.1(c) of this Agreement or (B) the Purchaser proposes to sell the Property to Ruscio, and (C) such sale is to be completed after the earlier of the date that the Purchaser has either (i) completed remediation of the Property or, (ii) obtained a Record of Site Condition or Risk Assessment for the Property, coincident with the closing of such purchase and sale to a third party purchaser or to Ruscio; or
  - (b) on the Project Completion Date; or
  - (c) upon the expiry of the Vendor's option to purchase set out in the Option Agreement.

This Section 10.18 shall survive Closing.

#### **10.19 Counterparts and Electronic Transmission**

- (1) The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF** the Vendor and Purchaser have executed this Agreement as of the date first written above.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

**GREEN INFRASTRUCTURE PARTNERS INC.**

Per: \_\_\_\_\_  
Name: Patrick Dovigi  
Title: President

I/We have authority to bind the Corporation

**SCHEDULE A**  
**LEGAL DESCRIPTION OF PROPERTY**

**FIRSTLY:**

**PIN 31539-0151 (LT)**

PT PARK LT 18 CON 1, PT OF WATER LT IN FRONT OF PARK LT 18 CON 1, LT 19 CON 1 ST. MARY'S BEING PTS 15 & 16 1R10494 EXCEPT PT 18 1R13068; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 1R12959 AS IN AL143068; CITY OF SAULT STE. MARIE

**SECONDLY:**

**PIN 31539-0153 (LT)**

PT WATER LT IN FRONT OF PARK LT 19 CON 1 ST. MARY'S PT 18 1R10494 EXCEPT PT 19 1R13068; CITY OF SAULT STE. MARIE

**THIRDLY:**

**PIN 31539-0148 (LT)**

PT LTS 15, 16, 17 & 18 PL 844 ST. MARY'S BEING PT 6 1R10494 EXCEPT PT 17 1R13068; CITY OF SAULT STE. MARIE

**SCHEDULE B  
PERMITTED ENCUMBRANCES**

**GENERAL ENCUMBRANCES**

- 1) All reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
- 2) Liens for taxes, local improvements, assessments or governmental charges or levies not at the time due or delinquent;
- 3) Undetermined, inchoate or statutory liens and charges (including the liens of public utilities, workers, suppliers of materials, builders, contractors, architects and unpaid vendors of moveable property) incidental to the current operation of the Property which relate to obligations not yet due or delinquent and which have not been registered in accordance with applicable law;
- 4) All agreements with a governmental authority or public utilities, including subdivision agreements, development agreements, engineering, grading or landscaping agreements, unregistered hydro easements and similar agreements provided that such agreements are complied with to the Closing Date;
- 5) The exceptions set out in Section 44(1) of the *Land Titles Act*.
- 6) Unregistered utility easements as of the execution of this Agreement.
- 7) Any rights of expropriation, access or use, or any other similar rights conferred or reserved by or in any statute of Canada or Ontario;
- 8) Minor title defects, irregularities or other matters relating to title that are of a minor nature and that in the aggregate do not materially impair the value, marketability or the use of the Property for the purpose for which it is currently used;
- 9) Any notice of this Agreement.

**SPECIFIC ENCUMBRANCES**

- 10) Instrument No. 1R10494 is a reference plan registered on August 2, 2002.
- 11) Instrument No. 1R12959 is a reference plan registered on June 5, 2014.
- 12) Instrument No. AL143068 is a Transfer Easement registered on March 2, 2015.
- 13) Instrument No. AL285298 is a Transfer registered on October 10, 2024.
- 14) Instrument No. AL285299 is a Transfer registered on October 10, 2024.

**SCHEDULE C**

**FORM OF ASSUMPTION AGREEMENT – TRANSFER OTHER THAN MORTGAGE**

TO:           The Corporation of the City of Sault Ste. Marie (the “Addressee”)

RE:           Project Milestone Agreement dated as of \_\_\_\_\_, 2025 (as amended, assigned, supplemented or otherwise modified to the date hereof, the “Project Milestone Agreement”) between <\*> (the “Transferor”) and the Addressee

AND RE:     [Insert details of the proposed transaction – sale, transfer, assignment, ground lease of <\*>] (the “Transferred Lands”)

---

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned hereby confirms and ratifies the terms of the Project Milestone Agreement and covenants and agrees in favour of the Addressee to perform and observe all of the covenants and obligations of the Transferor contained in the Project Milestone Agreement from and after the \_\_day of \_.

This assumption agreement benefits each of the Addressee and its/their respective successors and assigns and shall bind the undersigned and its successors and assigns.

DATED the <\*> day of <\*>, <\*>.

[TRANSFEREE]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE D**  
**FORM OF ASSUMPTION AGREEMENT –MORTGAGE**

TO: The Corporation of the City of Sault Ste. Marie (the “Addressee”)

RE: Project milestone agreement dated as of \_\_\_\_\_, 2025 (as amended, assigned, supplemented or otherwise modified to the date hereof, the “Project Milestone Agreement”) between, among others, <\*> (the “Mortgagor”) and the Addressee

AND RE: Mortgage registered as Instrument No. <\*> on <\*> (the “Mortgage”) by the Mortgagor in favour of the undersigned of [insert description of relevant lands] (the “Mortgaged Property”)

---

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned hereby covenants as follows:

- 1) The rights of the undersigned under its Mortgage are postponed and subordinated to the Project Milestone Agreement and the rights of the Addressee thereunder.
- 2) If the undersigned:
  - (a) takes possession of the Mortgaged Property (either in the character of mortgagee in possession or by way of a receiver or a receiver and manager or agent); or
  - (b) becomes by foreclosure or otherwise the owner of the Mortgaged Property;

then the undersigned will, only during such period of time as it is in possession as aforesaid or is the owner of the Mortgaged Property, observe and perform all of the obligations of the Mortgagor pursuant to the Project Milestone Agreement and for greater certainty, at such time as the undersigned is no longer in possession or the owner of the Mortgaged Property, the undersigned will have no further or other obligations under the Project Milestone Agreement and will be unconditionally released therefrom, in respect of the period from and after the date on which the undersigned is no longer in possession or the owner of the Mortgaged Property.

- 1) If the undersigned sells or causes the sale of the Mortgaged Property pursuant to the security of the undersigned, then concurrently with such sale the undersigned will cause the transferee to covenant with the Addressee, in each case as of the date of such sale, to observe and perform all of the obligations of the Mortgagor pursuant to the Project Milestone Agreement from and after the date of such sale.
- 2) Concurrently with the undersigned making any assignment or other disposition or encumbrance of its security by virtue of which the undersigned is the chargee of the Mortgaged Property, the undersigned will cause the person to whom the assignment or other disposition or encumbrance is made to provide a similar covenant to this covenant in favour of the parties having the benefit hereof.

This assumption agreement benefits each of the Addressee and its/their respective successors and assigns and shall bind the undersigned and its successors and assigns.

DATED the <\*> day of <\*>, <\*>.

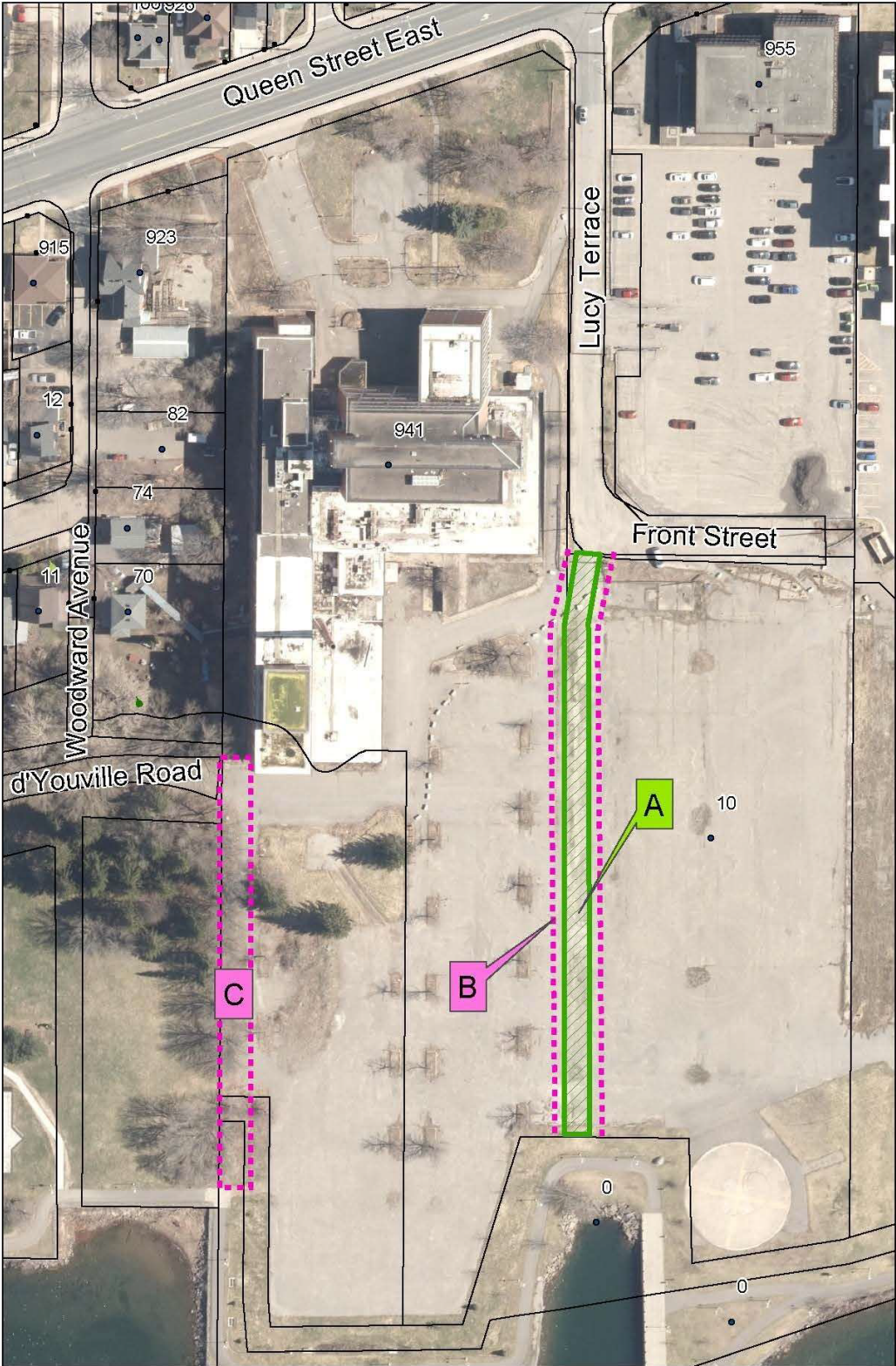
[MORTGAGEE]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE E**  
**FORM OF OPTION AGREEMENT**

**SCHEDULE F  
EASEMENTS REQUIRED BY THE VENDOR**



**APPENDIX I - EASEMENTS REQUIRED BY CITY**

- Access Easement
- Storm Sewer Easement

NOTE: ALL LOCATIONS ARE APPROXIMATE

50 m



**SCHEDULE F1**  
**CONDITIONS OF STORM SEWER EASEMENT IN GROSS**

The Purchaser does hereby grant, convey and transfer unto the Vendor, its successors and assigns the exclusive right, liberty, privilege and easement in, over, along, upon, under and through the lands of the Purchaser hereby described for the following purposes, namely:

- 1) To construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said lands, drainage ditches and mains and pipes for storm sewers including all pipes, mains, conduits, connections, valves, apparatus, appliances, manholes, catchbasins and fixtures necessary or incidental thereto and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Vendor shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.
- 2) The Purchaser shall have the right to fully use and enjoy the land subject always to and so as not to interfere with the rights and easements hereby granted to the Vendor.
- 3) The Vendor covenants to fill in all excavations and as far as practicable restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereon.
- 4) The Vendor shall be responsible for any damages to the property of the Purchaser caused directly or indirectly by the acts or omissions of the Vendor or persons acting under the authority of the Vendor.
- 5) The Purchaser shall be responsible for any damages to the property of the Vendor caused directly or indirectly by the acts or omissions of the Purchaser or persons acting under the authority of the Purchaser.
- 6) The Purchaser for themselves, their successors and assigns, covenant with the Vendor, its successors and assigns, to keep the said land free and clear of any trees, buildings, structures or obstructions; not to deposit on or remove any fill from the said land without first obtaining the prior consent of the Vendor; not to do or suffer to be done any other thing which might injure or damage the said storm sewer system of the Vendor and not to cover over or otherwise interfere with any catchbasin, manhole or other appliance that is level with or about the surface of the said lands.
- 7) The Purchaser covenants with the Vendor that it has the right to convey the said easement to the Vendor notwithstanding any acts of the Purchaser.

**SCHEDULE F2**  
**CONDITIONS OF ACCESS EASEMENT IN GROSS**

1. The Purchaser hereby grants and conveys in perpetuity to the Vendor, and its successors and assigns, the right, interest and easement in gross, on, over, under and through the lands described in this document for the following purposes and subject to the terms set out below, namely:

To enter on and use the property described as:

Areas B and C on Schedule F (to be formally described on a future Reference Plan), hereinafter referred to as the “Easement Lands”

for access for municipal vehicles and equipment used for municipal purposes and for access to municipal property abutting the Easement Lands, including but not limited to snow plows, graders, garbage trucks, maintenance vehicles, parks vehicles, and emergency vehicles until such time as the Vendor no longer requires same.

2. The Purchaser covenants with the Vendor that it has the right to convey the easement over the Easement Lands and that it shall execute such further assurances of this easement as may be requisite.
3. Subject to the conditions set out herein, the Purchaser shall provide free, uninterrupted and unobstructed access to the Vendor, its servants, agents and vehicles for the purposes necessary for or incidental to the exercise and enjoyment of the rights transferred over the Easement Lands.
4. The Purchaser covenants and agrees with the Vendor that the Purchaser shall not build or cause to be built any building, structure, fence or other obstruction over the Easement Lands.
5. The Purchaser covenants that the Vendor shall have quiet possession and enjoyment of the Easement Lands.
6. The Vendor covenants with the Purchaser, its successors and assigns, to save harmless the Purchaser, its successors and assigns from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner, based upon, occasioned by or attributable to any injury or damage arising or resulting from any act or omission of the Vendor, its servants or agents in using or occupying the said Easement Lands.
7. The Vendor shall ensure that the Easement Lands are left in good, clean condition and free of winter refuse at the end of each winter season.
8. The Purchaser and Vendor covenant with each other that everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns.

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