

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 - 40

Being a By-law to enter into an Agreement for an offer of purchase agreement with
Noranheim Holdings Corp for lands known as Block 17, Plan 51M-517 on Rosskopf
Road, Magnetawan

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

AND WHEREAS the Council of the Municipality of Magnetawan deems it appropriate and in the public interest to enter into an Offer of Purchase Agreement for lands described as Block 17, Plan 51M-517 on Rosskopf Road, Magnetawan;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

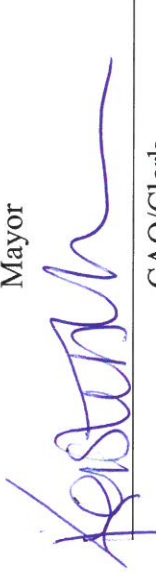
1. The Municipality of Magnetawan enters into an Offer of Purchase agreement with Noranheim Holdings Corp.
2. The Municipality hereby ratifies the agreement attached to this by-law and marked as Schedule "Agreement of Purchase and Sale" and authorizes the Mayor and Clerk to sign the Agreement of Purchase and Sale as presented.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 10th day of June 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

OFFER TO PURCHASE VACANT LANDS

(Block 17, Plan 51M-517 on Rosskopf Road, Magnetawan)

I/WE, Noranhelm Holdings Corp., (the "Purchaser") irrevocably offer to purchase the real property legally described as:

Block 17, Plan 51M-517

from the Corporation of the Municipality of Magnetawan (the "Vendor") for the purchase price of:

Thirty Thousand Dollars \$ 30 000 .00

and I/we enclose my/our certified cheque payable to the Vendor in the amount or electronic funds transferred (which must be deposited into the Vendor's account by June 03, 2020 no later than 1:00 pm) of:

Six Thousand Dollars \$ 6 000 .00

representing a minimum of 20% of the purchase price, as a deposit to be held pending completion of the purchase or other termination of this Offer to Purchase or termination of the Agreement herein contemplated. Upon completion of the purchase, the said deposit shall be applied to the purchase price. The purchase price stated herein is exclusive of any Harmonized Sales Tax (HST) payable by the Purchaser pursuant to the *Excise Tax Act*. The Purchaser hereby agrees to pay to the Vendor or otherwise as required by law, any such HST and, in the case where the Purchaser is required by law to remit the HST directly to the Canada Revenue Agency, to provide the Vendor with evidence of the Purchaser's registration pursuant to the said Act.

A) This Offer to Purchase (the "Offer") is made upon the following terms and conditions: }

(1) This Offer shall remain open for acceptance by the Vendor until
Wednesday, June 03, 2020

(2) This Agreement shall be conditional until closing upon the Vendor complying with its Notice procedures for the sale of real property and Council of the Vendor passing a by-law confirming the sale in accordance with the terms hereof. Acceptance of this Offer shall not fetter the discretion

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of Council to consider any comments received opposing this sale. If this condition is not satisfied then this Agreement shall be null and void and the Purchaser's deposit returned in full without interest.

- (3) Acceptance of this Offer, and notices required under the Agreement constituted by such acceptance, shall be in writing and shall be given by delivering same or mailing same by prepaid registered mail to the Purchaser at the address herein and if delivered, be deemed to have been received by the Purchaser at the time of delivery and if mailed shall be deemed to have been received by the Purchaser on the 3rd day after the posting thereof. This Offer, any counter-Offer, notice of acceptance thereof, or any notice shall be deemed given and received where a facsimile number or email address is provided herein when transmitted electronically to that facsimile number or email address.

Facsimile number for delivery of Notices to Vendor: (705) 387-4875

Email address for delivery of Notices to Vendor: clerk@magnetawan.com

Facsimile number for delivery of Notices to Purchaser: 1866 608 0807

Email address for delivery of Notices to Purchaser:

Sales @ neptune - security.com

- (4) The Purchaser agrees to accept the Vendor's title in the Property; provided the title is good and free from all encumbrances, except as to any municipal by-laws, registered rights-of-way or other registered easements, registered restrictions or covenants that run with the land and any restrictions in the original grant from the Crown, local rates and minor easements for hydro, gas, telephone or like services to the Property. Title to the Property is to be examined by the Purchaser at his or her own expense and Purchaser is not to call for the production of any title instrument, abstract, survey or other evidence of title except such as are in the possession of the Vendor.

- (5) The Purchaser acknowledges that it has made an inspection of the Property and is buying the Property "as is", including its environmental condition. The Purchaser agrees the Vendor is not liable for any environmental matters relating to the Property. On closing of this transaction the Purchaser agrees and does hereby assume and be responsible for and releases the Vendor, its officers, employees and agents from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands whether occurring or caused before, on or after the closing date which the Purchaser has or may have by reason of any cause, matter or thing whatsoever arising out of or in any way related to the Property, or lands adjacent to the Property, including any environmental liability and the Purchaser shall indemnify the Vendor, its officers, employees and agents, from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands whether occurring or caused before,

on or after the closing date of this transaction which the Vendor, its officers, employees and agents may suffer, incur, be subject to or liable for as a result of any claim brought against any one or more of them for any cause, matter or thing whatsoever arising out of or in any way related to the Property, or lands adjacent to the Property, including, without limitation, any environmental liability.

This provision shall not merge on the closing of this transaction.

- (6) The Purchaser acknowledges and agrees that it submits this Offer without any agreement, representation or warranty from the Vendor and without any obligation on the part of the Vendor (except as otherwise required by law) to inform or advise the Purchaser regarding the fitness or suitability of the Property for the use intended by the Purchaser. The Purchaser acknowledges that it has undertaken its own investigations as to the applicable Land Use Planning Documents (Zoning By-law, Official Plan, Provincial Legislation and Policy) that may affect the Purchaser's use or intended use of the property and that the Vendor makes no representations or warranties related thereto.

- (7) The Purchase acknowledges and agrees that this agreement is and shall not be subject to any condition of financing. The Purchaser warrants that if it is relying upon financing to complete this transaction, all necessary financing approvals have been obtained prior to its execution of this agreement.

B) This Offer, when accepted by the Vendor, shall constitute a binding Agreement of Purchase and Sale (the "Agreement"), upon the following covenants and agreements:

- (1) The Agreement is subject to the provisions of Section A) (2) herein.
- (2) The Purchaser is to be allowed ten (10) business days (excluding Saturday, Sunday and Statutory Holidays) following acceptance to examine the title at the Purchaser's expense. If, within that time, any valid objection to the title is made in writing to the Vendor which it shall be unable or unwilling to remove, and which the Purchaser will not waive, the Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, terminate, and the Purchaser shall be entitled to a return of the deposit, without interest, but shall have no claim against the Vendor for costs or damages of any kind; otherwise the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

- C. The purchase shall be completed on or before the thirtieth (30th) business day (excluding Saturday, Sunday and Statutory Holidays) following acceptance by the Vendor.
- D. The balance of the purchase price, subject to the usual adjustments, shall be paid by certified cheque or bank draft payable to the Corporation of the Municipality of Magnetawan on the date of completion.
- E. Any tender of documents or money may be made on the Vendor or Purchaser or on the solicitor for either party. The Transfer/Deed shall be prepared by the Vendor at its expense.
- F. The Purchaser shall retain its own lawyer to complete the Agreement of Purchase and Sale of the Property. Where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser 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 Purchaser irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
- G. If, upon the day fixed for completion of the purchase, the Vendor, is for any reason beyond its control, unable to convey the Property, the Agreement shall terminate and the Purchaser shall be entitled to a return of the deposit without interest, but shall have no claim against the Vendor for costs or damages of any kind.
- H. The Property shall be at the risk of the Vendor until the completion of the Purchase; thereafter the Property shall be at the risk of the Purchaser. In the event of material damage to the Property before completion of the Purchase, the Agreement may, at the option of the Purchaser, be terminated whereupon the Purchaser shall be entitled to a return of the deposit, without interest, but shall have no claim against the Vendor for costs or damages of any kind.
- I. In the event that the legal description of the Property is not satisfactory for registration purposes, the Purchaser shall supply the Vendor with a registerable description at the Purchaser's expense. All fees, levies or taxes in connection

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with the registration of the Purchaser's documents shall be at the expense of the Purchaser.

- J. Words importing the singular number may include the plural.
- K. Time in all respects shall be of the essence of the Agreement and all the provisions thereof.
- L. The Agreement shall be binding upon the parties thereto and their respective heirs, executors, administrators and permitted assigns.
- M. The Purchaser shall not assign the Agreement in whole or in part without the prior written consent of the Vendor.
- N. The Agreement contains the entire understanding between the parties and there is no warranty, collateral agreement, condition or misrepresentation affecting the Property of the Agreement.

In Witness Whereof is hereunto set the hand and seal of the Purchaser this 25 day of May, 2020 being the date of this Offer.

Signed, sealed and delivered
in the presence of:

Helene Graham

[Signature]

(Witness)

[Signature]
(Purchaser)

Name Address of Purchaser (Please print)

Name: Noraneim Holdings Corp
Address: 6-2400 Dundas Street West
Mississauga, Ontario L5K2R8

Telephone No.: 1855 445 8048 Email address: Sales@nortune-security.com

Name of Purchaser's Solicitor: Muhammad Iqbal Khichi

Address: 304-7045 Edwards Boulevard
Mississauga, Ontario L5S1X2

Telephone No: 905 461 2415 Email address: KhichiLaw@gmail.com

In consideration of the deposit and the covenants of the Purchaser contained in this Offer, the Corporation of the Municipality of Magnetawan hereby accepts this Offer.

This 10th day of June, 2020.

Authorized by By-law number 2020-40

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: 
Sam Dunnett
Mayor

Per: 
Kerstin Vroom
CAO/Clerk

We have authority to bind the Corporation