CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 25-2018

Being a by-law to authorize the sale of municipally-owned property

WHEREAS s. 270(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, requires that a municipality shall adopt and maintain a policy with respect to the sale and other disposition of land; and

WHEREAS the Council of the Corporation of the Town of Renfrew have by By-Law No. 3-2012 established procedures with respect to the sale and other disposition of land; and

WHEREAS the Council of the Corporation of the Town of Renfrew passed a resolution at its meeting held March 14, 2017, deeming the property known municipally as 249 Raglan Street South surplus to the needs of the Municipality and directed staff to position the property for sale; and

WHEREAS negotiations have resulted in receipt of an acceptable Agreement of Purchase with Rob Thompson Hotels Ltd.; and

WHEREAS the Council of the Corporation of the Town of Renfrew passed a resolution at its meeting held March 27, 2018, directing the Mayor and Clerk to execute an Agreement of Purchase and Sale with Rob Thompson Hotels Ltd. with respect to the sale of 249 Raglan Street South; and

WHEREAS the Agreement of Purchase and Sale provides that the offer is conditional upon the approval, by by-law, of the terms by Town Council.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew hereby enacts:

1. THAT the Mayor and Clerk be and are hereby authorized to execute any documents necessary for the transfer of the aforesaid property to Rob Thompson Hotels Ltd. and to affix the corporate seal of the Municipality to the Transfer/Deed of Land and authorized by this by-law to be sold.

More particularly described as follows:

249 Raglan Street South, Renfrew, being LTS 15, 16, First Range, PL 3; S/T R261342, R110784; Town of Renfrew.

2. THAT the Agreement of Purchase and Sale with Rob Thompson Hotels Ltd. shall be attached hereto as Schedule "A" and form part of this by-law as if fully recited herein.

3. THAT this By-law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 3rd day of April, 2018.

Read a third time and finally passed this 3rd day of April, 2018.

[Signatures]

Don Eady, Mayor

Kim R. Butner, Clerk
Agreement of Purchase and Sale

Commercial

This Agreement of Purchase and Sale dated the ______ day of January, 20__.

BUYER: ROB THOMPSON HOTELS LTD. (Full legal name of all Buyers)

SELLER: CORPORATION OF THE TOWN OF RENFREW (Full legal name of all Sellers)

REAL PROPERTY:

Address: 249 BAGLAN STREET SOUTH, RENFREW

in the ________ TOWN OF RENFREW

and having a frontage of ______ FEET more or less by a depth of ______ FEET

and legally described as LTS 15, 16, FIRST RANGE, PL 3; S/T B2613243, B119786; TOWN OF RENFREW

PURCHASE PRICE:

One Hundred Thousand Dollars (CAD) $100,000.00

DEPOSIT: Buyer agrees to deposit the sum of $1,000.00, which sum is to be credited towards the Purchase Price as described in this Agreement.

CERBEL LIMITED, REAL ESTATE BROKERAGE

Deposit Holder(s) to be held in trust pending completion or otherwise as directed in this Agreement.

CONDITIONS:

This offer shall be in writing by the Seller to the Buyer and shall be null and void if not accepted, paid or signed within ______ days of the date of this Agreement.

COMPLETION DATE: This Agreement shall be completed by the _______ day of ________, 20__, or upon completion, receipt of payment in full. Any delay in completion beyond the completion date shall be at the Seller's risk and shall be paid for by the Buyer.

SIGNED at_______)

__________________________________________________________

SIGNED at_______)

__________________________________________________________

BUYER(S): ________________________________________________

SELLER(S): ________________________________________________

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NetFaxes® Inc. 2007
3. **ONE WAY**: The Seller hereby appoints the Hiring Exchange as agent for the Seller for the purposes of giving and receiving notices pursuant to this Agreement. Where a Notice (as defined in the Hiring Exchange's Rules and Regulations) has been given to the Buyer, the Buyer hereby appoints the Agent to act as the Buyer for the purpose of giving and receiving notices pursuant to this Agreement. Where a Notice is given to the Buyer, the Buyer must provide written notice to the Seller if the Notice is for a purpose other than the purpose for which it was originally given. Any Notice given to the Agent by or on behalf of the Seller shall be in writing. In addition to any written notices delivered to the Buyer, no written notice shall be deemed to have been delivered to the Buyer unless served personally or by first class mail, return receipt requested, or by electronic means to the email address shown below, or served to the Seller's registered office or legal representative, if any, or as otherwise required by law or as agreed by the Seller and the Buyer in the Notice or this Agreement.

4. **CHANGES SUBJECT TO ALL CHANGES SAVE FOR CHANGES OF THE TENANTS**

**SELLER TO PROVIDE LIST OF CHANGES INCLUDED PRIOR TO MARCH 31, 2018**

Unless otherwise stated in this Agreement or any Schedule herein, Seller agrees to convey all fixtures and chattels included in the Purchase Price to Buyer free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **PROVIDED BACK-UP**: NONE

6. **RENTAL RIGHTS** (including leases), Subject to: The Seller agrees to assign the following equipment to Buyer as set forth in the Purchase Price. Buyer agrees to execute the written agreement, if necessary.

NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assignments.

7. **HST**: If the sale of the property (as defined above) is subject to Harmonized Sales Tax (HST), then such tax shall be paid in addition to the purchase price. The Buyer will not deduct HST if the sale is registrable under the Goods and Services Tax Act (GST), together with a copy of the Buyer's HST registration certificate. The Buyer shall indemnify and hold the Seller harmless from all liability to pay any HST payable under the said agreement. The Buyer shall pay any HST payable under the said agreement to the Seller in respect of any HST payable. The aforementioned certificate shall not be required to verify the completion of the transaction. If the sale of the property is not subject to HST, the Seller agrees to certify as such and, if applicable, it is included in the Purchase Price.

**RULES OF ENGAGEMENT**

[Signatures]

FORM 532 Revised 2017 Version 2017
6. **HELD EXCLUSIVE** Buyer shall be allowed until date p.m. on the [insert date] to examine the title to the property at its own expense and until the date of [insert date] shall obtain a title insurance policy in favor of [insert name] insuring or after contract commencement, to notify乙方 that there are no substantial unsecured or unknown liabilities affecting the property that is present on [insert condition].

6. **REPRESENTATIONS** Buyer and Seller agree that there are no representations or warranties of any kind that the above described property shall be sold to the Buyer in condition as to title or otherwise.

9. **PURCHASE PRICE** Buyer and Seller agree that the above described property shall be sold to the Buyer for the sum of [insert amount] and the Buyer shall execute and deliver such instruments as the Seller may reasonably require.

10. **ACQUISITION COSTS** Buyer and Seller agree that the above described property shall be sold to the Buyer for the sum of [insert amount] and the Buyer shall execute and deliver such instruments as the Seller may reasonably require.

11. **COMPLIANCE** Buyer and Seller agree that the above described property shall be sold to the Buyer for the sum of [insert amount] and the Buyer shall execute and deliver such instruments as the Seller may reasonably require.

12. **GENERAL REMEDIES** Buyer and Seller agree that the above described property shall be sold to the Buyer for the sum of [insert amount] and the Buyer shall execute and deliver such instruments as the Seller may reasonably require.

13. **DISCLAIMER AND RELEASE** Buyer and Seller agree that the above described property shall be sold to the Buyer for the sum of [insert amount] and the Buyer shall execute and deliver such instruments as the Seller may reasonably require.

14. **DISCLAIMER** Buyer and Seller agree that the above described property shall be sold to the Buyer for the sum of [insert amount] and the Buyer shall execute and deliver such instruments as the Seller may reasonably require.
12. PLANNED-ACE. This Agreement shall be effective to create an interest in the property only if Seller complies with the rehabilitation control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

14. DOCUMENTATION. The Trustee/Seller shall, even for Buyer's transfer as Alienated, be subject to negotiable terms at the expense of Seller, and any Change/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Trustee/Seller to be delivered on completion shall contain the documents contemplated by Section 26 of the Planning Act, H.A.O.1990.

15. CONSTRUCTION. The Seller represents and covenants that the Seller is not and an assignment will not be a non-compliance with the non-compliance provisions of the Alienated Act which representation and warranty shall survive and not expire upon the completion of this transaction and the Seller shall deliver to the Buyer a conveyance declaration that Seller is not free of a non-compliance of Construction provided that if the Seller is a non-compliance with the non-compliance provisions of the Alienated Act, the Buyer shall be entitled to the Purchase Price for the conveyance. If, even, the necessary for Buyer to pay to the Alienate of interest in non-compliance of an entity to Seller under the non-compliance provisions of the Alienated Act by reason of this sale, Buyer shall not allow such credit if Seller delivers on completion the promissory notes.

16. ACCESS. Any costs, mortgages, interest, daily rates including bond improvement rates and assistance public or private utility charges and unmetered cost of feed, as applicable, shall be assessed and offered in the day of completion, the day of completion fees to be assessed to Buyer.

17. TIME LIMITS. Time shall be of essence hereof and the Buyer is entitled to rescind this agreement on the breach not cured by the Seller within thirty (30) days from written notice to Buyer.

20. PROPERTY ACKNOWLEDGMENT. The Buyer and Seller hereby acknowledge that the property of the Seller has been improved and changes may be made to it and that the Buyer is not in violation of theAlienate Act or any improvements, bonds or assessments, for any changes in property tax or assessment of the property, and except any property items that formed prior to the completion of this transaction.

21. CASH. Any checks or drafts or money order may be made upon Seller or Buyer or their respective attorneys on the day set for completion. Money shall be transferred with checks or drafts on a Buyer's irrevocable in the form of a bank draft, certified checks or wire transfer using the Large Value Transfer System.

22. CASH ADVANCE. Seller covenants that prepaid interest is not necessary to this transaction under the provisions of the Family Law Act, H.A.O.1990 unless the Attorney at the Seller has received the same as a prepayment provided.

23. UPDATER. Seller represents and covenants to Buyer that during the time Seller has owned the property, Seller has not caused any buildings on the property to be altered with bond improvements in any manner or nature except those bond improvements that existed before the Buyer's possession and the Buyer is not responsible for the said bond improvements. The warranty shall survive and not expire upon the completion of this transaction, and if the building is part of an existing building, the warranty shall apply to the part of the building that is subject of this transaction.

24. LENDER, BUYER, AND ENVIRONMENTAL AGENTS. The parties acknowledge that any information provided by the-buyer is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. CREDIT REPORTS. The Buyer is hereby notified that any statement report containing credit and/or personal information may be refused in its connection with this transaction.

26. ACCESS AGREEMENT. If there is conflict or dispute between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-sale provision, the added provision shall supersede the standard pre-sale provision in the event of such conflict or dispute. Any Agreement including any Schedule attached hereto, shall constitute an agreement between Buyer and Seller. There will be no representation, warranty or knowledge agreement condition, which affects this Agreement other than as agreed between the parties. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be void with all changes of gender or number required by the context.

27. TERMS AND CONDITIONS. Any reference to a term and date in this Agreement shall mean the term and date where the property is located.
26. SUCCESSIONS AND ASSIGNMENTS: The heirs, executors, administrators, assigns, and assignees of the undersigned are bound by the terms hereof.

[Natured, Sealed and Delivered: in the presence of]

[Name]

[Notary Public]

[Date: 7/14/18]

I, the Undersigned Seller, agree to do all acts and things necessary to effectuate the sale hereof with the Buyer and the Buyer is bound by the terms hereof, from the proceeds of the sale paid to Buyer in payment of the undersigned on completion, as ordered by the Buyer.

[Natured, Sealed and Delivered: in the presence of]

[Name]

[Notary Public]

[Date: 7/14/18]

SPONSOR: The undersigned sponsors of the Seller, for and on behalf of the undersigned, make this warranty of title to Buyer and of the undersigned and of the undersigned's title to the property, together with all fixtures and appurtenances and all easements and encumbrances.

[Signature]

[Date: 7/14/18]

CONCLUSION OF INTEGRATED AGREEMENT: The undersigned sponsors of the Seller, for and on behalf of the undersigned, make this warranty of title to Buyer and of the undersigned and of the undersigned's title to the property, together with all fixtures and appurtenances and all easements and encumbrances.

[Signature]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]

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

[Name]

[Notary Public]

[Date: 7/14/18]
Schedule A
Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale Interesse:

Buyer: ROB THOMPSON HOTELS LTD.

and

Corporation of the Town of Renfrew

for the purchase and sale of 249 RAGLAN STREET SOUTH, RENFREW, RENFREW

dated the 23rd day of January, 2016.

Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a Buyer’s trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Title Offer is conditional upon the Buyer, at the Buyer’s own expense:

1. Conducting whatever searches and investigations and obtaining such internal approvals as the Buyer, in its sole discretion, deems necessary with respect to the Property and this Transaction, including, without limitation, title, physical and engineering inspections for assessment, structural andᵏⁱ(101,639),(964,963) and electrical, insurance and all applicable laws, any agreements with third parties, environmental audits, and tests, review of the Due Diligence Materials (“Due Diligence Materials” being defined as all documents, reports, leases, etc. referenced in this Offer whether obtained by the Buyer or provided by the Seller) and any other matters of interest to the Buyer, with respect to the Property and the Buyer shall have been satisfied, in its sole discretion, with the results of all such searches and investigations and shall have obtained all internal approvals.

The Buyer agrees to allow the Buyer, its agents and employees, to inspect the land and improvements at mutually convenient times or times.

2. Title Offer is conditional upon the Buyer receiving a copy of and being satisfied with the Heritage Designation documentation for the property.

Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provision for the delivery of notices in this Agreement of Purchase and Sale or any Schedule thereof not later than 6:00 p.m. on the 15th day of January, 2016, that these conditions are satisfied, this Offer shall become null and void and the deposit returned to the Buyer in full without deduction.

Keller’s Obligations and Warranties:

1. The Seller agrees to supply the Buyer within five (5) business days of acceptance of this Agreement:
   a. All documents and reports of ownership and other information relating to the land in the hands of the Seller, if any; and
   b. All existing surveys in the Seller’s possession, if any.

2. An up to date Hert Roll.

3. All Heritage Designation documentation for the property.

This offer must be accepted by all parties to the Agreement of Purchase and Sale.

Buyers of Buyer’s

Buyers of Seller’s

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Received 2/15/2017 received 2/15/2017
OREA Real Estate Association

Schedule A

Agreement of Purchase and Sale – Commercial

Rev. 4 in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BETTER, ROG THOMPSON HOTELS LTD.

and

SUPPORT, CORPORATION OF THE TOWN OF HAMPSHIRE

for the purchase and sale of 240 RAILWAY STREET SOUTH, HAMPSHIRE, HAMPSHIRE

DATED the 10th day of January, 2014

- The Seller warrants and represents to the best of the Seller’s knowledge to the Buyer that at the time of the purchase of the property, that all environmental laws and regulations have been complied with, or conditions which may future result in liability to the Buyer in respect thereof under the Act have been corrected by the Seller. The Seller is not aware of any facts, plans or operations affecting the current or future use of the property and, other than those described herein, no pending or final orders regarding environmental matters have been or are pending which affect the environmental condition of the property. The Seller acknowledges and agrees that the Seller will indemnify the Buyer for all costs and expenses incurred by the Buyer as a result of the Buyer’s compliance with the environmental laws and regulations. The Buyer will indemnify the Seller for all costs and expenses incurred by the Seller as a result of the Buyer’s compliance with the environmental laws and regulations.

- The Buyer warrants that all the equipment, machines, fixtures, building, in whatever form, used in the operation of the property, and all other equipment on the real property are in good condition and good repair, on completion, and to the Buyer’s satisfaction. To the extent that any of the equipment are not in good condition and good repair, on completion, the Buyer agrees that the Buyer shall not be required to accept any equipment of the aforementioned, and the Buyer, shall be entitled to rescission of this Agreement at any time after the Agreement becomes effective.

- Upon completion, the Seller shall provide the Buyer with a notice to 30 tenants advising them of the new owner and requiring all future rent to be paid to the Buyer directly.

- Upon completion, the Seller agrees to provide, to the Buyer, the following:
  a. All deposit rents or security deposits it is holding, with interest, for the Tenant.
  b. A continuation of the rental agreement from the tenant.

- The Buyer agrees to provide to the Buyer, as or before closing, a list of the chattels included.

- The Buyer shall deliver to the Seller on closing: 1) a statutory declaration that the Buyer is a registered under the Act, 2) a registered deed under the Act, and 3) a statement that the Buyer understands the terms of the Act. The Seller will indemnify the Buyer for all costs and expenses incurred by the Buyer as a result of the Buyer’s compliance with the Act.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

SIGNED ON BEHALF OF

SIGNED ON BEHALF OF

Date: 2017

Page 1 of 7
Schedule B
Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Rob Thompson Hotels Ltd.

SELLER: Corporation of the Town of Renfrew

for the property known as ...

246 Raglan Street South, Renfrew, Ontario

dated the ______ day of __________________, 20__

1. The Buyer acknowledges that it is acquiring the Property on an "as is, where is" basis and must rely entirely upon its own due diligence investigations relating to the Property. Without limiting the foregoing, the Buyer acknowledges that the Seller has not made and there are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied, statutory or otherwise, as to the title, condition, fitness for any particular purpose, freedom from contamination by hazardous substances, contaminants, site, extent, quality, use, zoning, compliance with zoning or other legal requirements, type or value of all or any part of the Property or otherwise affecting all or any part of the Property except as otherwise expressly stated in this Agreement.

2. The Buyer further acknowledges that any reports, surveys, studies or other similar documents made available to the Buyer from the Seller were provided for the Buyer's information only and cannot be relied upon by the Buyer in the absence of the Buyer obtaining references from the creators or authors of such documents at the Buyer's expense. The Buyer acknowledges that the Seller does not warrant the accuracy of any such documents and the Buyer relies on same at its own risk. The Buyer should consult its own legal and other professionals for advice on the matters disclosed in any such documents.

3. The Buyer acknowledges receiving a discounted purchase price that is below market value from the Seller in exchange for the Buyer converting the 2nd and 3rd floors of the subject building into a boutique hotel (the "Project") within the time limit set out below, failing which the Seller shall have the option to re-purchase the Property on the terms and conditions set out below:

a. The Buyer shall have 45 months following closing to commence construction of the Project and 60 months following closing to complete construction of the Project, failing which the Seller shall have the option to re-purchase the Property for 80% of the Purchase Price provided the main floor tenant has vacated its lease for a further 5 years beyond 2020 or 25% of the Purchase Price if the main floor tenant has not so vacated its lease.

b. "Completed construction" shall mean that a building permit has been issued for the Project and "completed construction" shall mean when an occupancy permit has been issued by the municipality in respect of all or substantially all of the Project.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): ____________________________

INITIALS OF SELLER(S): ____________________________

OREA Ontario Real Estate Association

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This form is licensed for use by Agents only.
c. In addition, unless the Buyer has completed construction of the Project, the Buyer shall not sell, transfer or otherwise dispose of the Property within 4 years from the Closing Date in full or in part without first obtaining the consent of the Seller who may give its consent or exercise its option to re-purchase the Property.

d. The parties shall enter into the Seller's standard form of Option to Re-Purchase Agreement on closing to give effect to the foregoing terms and the Buyer agrees that the Option to Re-Purchase Agreement shall be registered on title on closing immediately following the Transfer to the Buyer and prior to any mortgage, charge or other encumbrance.

e. The term of the Option to Re-Purchase Agreement shall be 4 years.

4. This offer is conditional upon approval of the terms herein by the Seller's municipal Council in accordance with the Seller's bylaws no less than 10 days before the 15th business day following acceptance of which, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Seller and may be waived at the Seller's sole option by notice in writing to the Buyer or the Buyer's solicitor within the time period stated herein.
OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation

Form 32.0

Form No. 1734 (October 2016)

Buyer: ROB THOMPSON HOTEL LTD.

SOLD BY: CORPORATION OF THE TOWN OF RENFREW

For the transaction on the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

INSTRUCTIONS AND CAUTIONS: For the purposes of this Confirmation of Cooperation and Representation:

“Buyer” includes a person, or is proprietor, or is associate, or is linked to or related to, or is a parent, or is grandparent, or is parent, or is a steamer, or is a brother, or “Seller” includes a person, or is proprietor, or is associate, or is linked to or related to, or is a parent, or is grandparent, or is parent, or is a steamer, or is a brother. “H’” includes a house, and “Agreement of Purchase and Sale” includes an Agreement in Form. Consensus shall be deemed to include any other consensus.

The following information is confirmed by the undersigned and for the purposes of the transaction, the scholarly, or the representative as stated in the preceding:

1. This Confirmation of Cooperation and Representation is in accordance with the terms and conditions as set out below:

   1. This Confirmation of Cooperation and Representation is in accordance with the terms and conditions as set out below:

   2. This Confirmation of Cooperation and Representation is in accordance with the terms and conditions as set out below:

   3. This Confirmation of Cooperation and Representation is in accordance with the terms and conditions as set out below:

2. PROPERTY SOLD BY SELLER RENFREW:

   a) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   b) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   c) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   d) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   e) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   f) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   g) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   h) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   i) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   j) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   k) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   l) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   m) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   n) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   o) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   p) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   q) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   r) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   s) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   t) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   u) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   v) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   w) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   x) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   y) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   z) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   A) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   B) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   C) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   D) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   E) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   F) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   G) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   H) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   I) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   J) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   K) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   L) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   M) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   N) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   O) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   P) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   Q) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   R) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   S) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   T) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   U) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   V) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   W) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   X) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   Y) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:

   Z) On the basis of the property located at 249 RAILWAY STREET SOUTH, RENFREW, ON REN0E:
3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

**Co-operating Brokerage Confirmation**

a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) The Co-operating Brokerage will be paid a commission as indicated in the MREC Information for the property.

Additional comments/endorsements (e.g., Co-operating Brokerage may not be as specific as buyer offering and/or property)

**Commission will be payable as described above, plus applicable taxes.**

**Commission Trust Agreement:** If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between the listing brokerage and the Co-operating Brokerage further includes a Commission Trust Agreement, for consideration for which is the Co-operating Brokerage receiving an offer for a transaction, according to the terms, conditions and requirements stated in the Contract of Purchase and Sale Agreement, and the Co-operating Brokerage will not retain any portion of the commission paid to the Co-operating Brokerage for any purpose other than in accordance with the Commission Trust Agreement. The Co-operating Brokerage shall not retain any portion of the commission paid to the Co-operating Brokerage for any purpose other than in accordance with the Commission Trust Agreement.

Signed by the (Co-operating/Buyer/Owner) Designee(s) of the (Co-operating/Buyer/Owner) (Where applicable)

**Rob Thompson (Real Estate Broker)**

200 Sanganer Rd., Suite 201

(817) 261-0988

(817) 261-0989

DANIEL NIEDRA and BRIAN FALANDRAU

(Where applicable)

Co-operating for the above referenced Co-operating Brokerage (Date)

Acknowledgements:

[Signature of Buyer]

[Signature of Buyer]

[Signature of Buyer]

[Signature of Buyer]

[Date]

[Date]

[Date]
Registrant's Disclosure of Interest
Acquisition of Property

This statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Real Estate Council of Ontario.

I, ROBERT THOMPSON

[Signature]

[Name of Registered]

I, ROBERT THOMPSON REALTY CORP.

[Signature]

[Name of Registered]

In consideration of a proposed Offer to Purchase/Incor/Exchange/Option of the Property known as
265 BAGLAN STREET SOUTH, BURLINGTON

REVIEW

Please be advised that, if the proposed Offer is accepted, I will be either directly or indirectly acquiring an Interest in your Property.

NOTE: If the Registrant's interest is being held, explain the nature of the interest in accordance with the definition of a "related person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

Daniel A. K. I am a Director and Director of Robert Thompson Estates Ltd.

In my opinion, the purchase price of $100,000 is well below market value.

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

AND

I hereby declare that the following is a full disclosure of the particulars of any assignment by, or on behalf of myself for the sale, exchange, option or other disposition of any interest in your Property to any other person:

[Signature]

[Name of Registrant]

[Name of Registered]

I, [Name of Registered], a registered broker, and Director of Robert Thompson Estates Ltd.

DATE

[Signature]

[Signature]

[Name of Registered]

[Name of Registered]

I, [Name of Registered], a registered broker, and Director of Robert Thompson Estates Ltd.

DATE

I, the undersigned, an officer of this corporation, have read and carefully considered this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, EXCHANGE, OR OPTION.

[Signature]

[Signature]

[Signature]

DATE

DATE

DATE

The Registered Realtor Handbook and the Real Estate Act and Regulated by the Real Estate Council of Ontario

111, 222-2nd Street West, Hamilton, ON L8P 1C2

Phone: (905) 546-5454 Fax: (905) 546-5459

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Chief Executive Officer, Real Estate Council of Ontario