

**PURCHASE AND SALE AGREEMENT
(hereinafter called the “PSA”)**

THIS AGREEMENT made as of the 15th day of December, 2021.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;

and

WELLINGTON CAPITAL CORPORATION

hereinafter called the “Purchaser” of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule “A” and specifically as depicted in the aerial photo lot map and/or the reference plan in Schedule “B” (the “Property”), which Property is to be sold as per the terms of this PSA;

AND WHEREAS the Purchaser wishes to purchase the Property from the Vendor and the Vendor desires to sell the Property to the Purchaser;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price of One Thousand Dollars (\$1,000.00) to the Vendor, with the size of the Property being 0.21 acres with a 77 foot wide frontage on Main Street East in Dundalk, Ontario. The Purchase Price shall be paid as follows:
 - a) One Thousand Dollars (\$1,000.00) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
 - b) The Purchase Price, being the deposit of \$1,000.00 plus any closing adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

2. The Vendor, at its sole expense, shall have a draft reference plan prepared for review by the Vendor if required depicting the Property and shall arrange for such plan to be deposited against the title of the Property prior to the Closing Date.

SECTION II PURCHASE OF PROPERTY

3. Irrevocable Date
This PSA shall be open for acceptance by the Vendor until the 28th day of February, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
4. Completion Date
 - a) The closing of this transaction be completed no later than 5:00 p.m. on the 31st day of May, 2022, (the "Completion Date") or an earlier date if possible, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.
5. Council Approval
 - a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and is conditional upon the approval of this transaction by the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.
6. Documents, Reports and Information
 - a) The Vendor will produce and deliver to the Purchaser any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed. Buyer 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 Seller.

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

7. "As Is" Condition
 - a) The Purchaser acknowledges that they are acquiring the Property in an "as is" condition and that it must satisfy itself within another ninety (90) days following the irrevocable date of acceptance as time to assess the building by the Purchaser's Architects and Engineer's to further assess the Property including, but not limited to, all existing physical conditions of this Property and Building, environmental conditions, fitness for structure to meet the Ontario Building Code requirements and suitability of the building necessary for the Purchaser's proposed use of the Property. It shall be the Purchaser's responsibility to assess the building at their own expense, to undertake the necessary inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections. The Purchaser acknowledges that the Vendor

shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees that once the above-noted ninety (90) day period has expired, and so long as no notice is given that the Purchaser will not accept the Property within such time, the Purchase shall be deemed to have released the Vendor on closing with respect to matters set out in this paragraph. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

8. Future Use

- a) The Parties acknowledge that the zoning bylaw allows the Purchaser's intended uses for the Property subject to the requirements of the Township of Southgate Zoning By-law, and other municipal by-laws and codes including but not limited to the Township's Site Plan Control By-law. It is the Purchaser's responsibility to confirm the Purchaser's use is compliant or if rezoning is necessary and other compliance requirements.

9. Development Covenants and Restrictions

- a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "C" attached to this PSA, which shall survive the completion of this transaction and run with the Property. which covenants and restrictions may be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions forthwith after closing. The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without obtaining the consent of the Vendor, and the Vendor may require that the proposed assignee or transferee enter into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement prior to the giving of any consent. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

10. Property Not for Resale

- a) The Purchaser covenants that it is purchasing the Property for his company's business purposes and some parts of the building space as a cultural facility to partner with the Township of Southgate and a Community Group to delivery community events and

programs from the Theatre space and part of the first floor as meeting event and gathering area.

- b) The Purchaser agrees the Building and property if sold, that this agreement, its conditions and lease agreement shall survive in any future property sale transaction(s) as well as the Township's Lease of the cultural building space from the Purchaser. The Lease agreement is a condition of this and future sale(s) of the property. The Buyer (Purchaser) and Seller (Vendor) agrees to register this agreement on property title and include all parts of this agreement and the Schedule documents that forms part to the agreement.

SECTION IV PRIOR TO COMPLETION DATE

11. Purchaser May Inspect the Property

- a) Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Vendor.
- b) The Buyer shall have the right to inspect the property multiple times prior to completion of the sale closing date, at a mutually agreed upon time, with notice is given to the Vendor. The Vendor agrees to provide access to the property for the purpose of the inspections to assess the required upgrades in the building.

12. Insurance

- a) All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have its deposit returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
- b) As a condition of this purchase and sale agreement and as part of the Lease agreement, the Township of Southgate or Community Group must insure any owned equipment or theatre space infrastructure that is identified and be responsible to insure under separate insurance coverage for losses and acknowledge that the Purchaser will not be held responsible for any damages or losses during a localized incident or catastrophic event in the Building.

SECTION V COMPLETING THE TRANSACTION

The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor.

13. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the respective 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 Upper Canada.

14. Survey or Reference Plan

- a) Prior to closing, the Vendor shall if required deposit a Reference Plan on title of the Property at its expense to provide a registerable description of the Property in accordance with the terms of this Agreement.

15. Examination of Title

Purchaser shall be allowed until 6:00 p.m. on the 28th day of February 28th, 2022 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this PSA and 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. If within the specified times referred to in this paragraph 16 any valid objection to title or to any outstanding work order or deficiency notice is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy or obtain insurance (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

16. Purchaser to Accept Easements

- a) The parties agree that after closing and during the road design and construction by the Township, additional easements and lot re-configuration may be required to address site specific conditions and such easements and re-configuration to be mutually agreed to by the parties with the cost of a final reference plan provided by the Vendor at its sole cost. The Purchaser agrees that the Vendor shall be granted and shall be able to obtain such easements or lot re-configuration at a nominal charge.

17. Adjustments

- a) The Vendor agrees that the deposit, held by the Vendor shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

18. Harmonized Sales Tax

If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Vendor will not collect HST if the Buyer provides to the Vendor a warranty that the Buyer is registered under the Excise Tax Act (“ETA”), together with a copy of the Buyer’s ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Vendor agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

**SECTION VI
MISCELLANEOUS**

19. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

20. Tender

- a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

21. Time of Essence

- a) Time shall be of the essence of this Agreement.

22. Planning Act

- a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended are complied with.

23. Notices

- a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:
Stutz Brown Self Professional Corporation
269 Broadway
Orangeville, ON
L9W 1K8
Contact: Stephen Christie
Email: schristie@sbslaw.ca
Phone #: 519-941-7500
Fax #: 519-941-8381

Solicitor for the Purchaser:
Davis Webb LLP
24 Queen Street East, Suite 800
Brampton, ON
Contact: Neil Davis
Email: Neil.Davis@DavisWebb.com
Phone#: 905-451-6714 x226
Fax#: 905-454-1876

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

24. Assignment. The Purchaser at closing may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.

25. Successors and Assigns

- a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

26. Schedules

- a) The following Schedules shall form an integral part of this Agreement:
- Schedule "A" Description of Property
 - Schedule "B" Aerial Lot Photo and/or Registered Plan
 - Schedule "C" Development Covenants
 - Schedule "D" Wellington Capital Corporation Commitments to Dundalk Olde Town Hall Capital Project Agreement Requirements
 - Schedule "E" Building Lease Agreement

26. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

27. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

**WELLINGTON CAPITAL
CORPORATION**

Per: _____
Name Ray Stanton
Title: President
I have the authority to bind the
Corporation

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
Name John Woodbury
Title: Mayor

Per: _____
Name Lindsey Green
Title: Clerk

We have the authority to bind The
Corporation of the Township of Southgate.

**Schedule “A” to
Description of Property
Proposed to be Sold to Wellington Capital Corporation**

All and singular that certain parcel of land located within the Province of Ontario, County of Grey, Township of Southgate

The property is **0.21** acres of land and the building identified as the Dundalk Olde Town Hall, in the Village of Dundalk, Township of Southgate in the County of Grey, which is identified in the aerial photo map in Schedule B of this Purchase & Sale Agreement document.

The property is legally identified as:

80 Main Street East
Plan 480 BLK E PT Lot 5 Main N

ROLL # 42-07-110-001-27800-0000

SCHEDULE "B"

Aerial Lot Photo Mapping and/or Registered Plan



SCHEDULE “C”

PURCHASE AND SALE AGREEMENT COVENANTS

1. Title Control

- a) The Purchaser covenants and agrees to own the property and maintain the building and the property for the life of the Lease agreement(s) are in effect.to provide cultural space for community uses.
- b) Should the Purchaser decide at some point in time in the future to sell the Building and property, they will provide the Township of Southgate with the first right of refusal to buy the property back.
- c) Should the Purchaser decide at some point in time in the future to sell the Building and property to a third party, the Purchaser will be required to maintain the inurement of the lease agreement and the sale conditions onto a future purchaser, unless the Township of Southgate releases the owner of the building from those obligations in writing.

2. Assignment of Covenants

- a) The Purchaser acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Purchaser, for themselves, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the “Restrictions”), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of this Agreement of Purchase and Sale and that the Purchaser will require every subsequent Purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

3. Force Majeure

- a) If the Purchaser shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Vendor or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Purchaser’s reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Purchaser to fulfill such obligation.

4. Right to Waive

- a) Notwithstanding anything herein contained, the Vendor and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Purchaser or notice to or approval from the owners of any other adjacent or nearby lands.

5. Property Sale Conditions

- a) The Township is required for a period of not less than 20 years to lease the cultural spaces as spelled out in this agreement and compensate the owner of the property at a rate of \$3,000.00 per month, plus an annual index rate based on the annual October Cost of Living Allowance (COLA) for Ontario as released by the Federal government.
- b) This lease extension agreement may be extended for a 5 year period or renewed for other terms as agreed to by the Parties. The Township of Southgate at its sole discretion will decide on the future lease agreements by informing the building owner and the community group of its future intentions.
- c) The Township in support of the Purchaser of the Olde Town Hall will make one (1) payment of \$175,000.00 plus HST if applicable, to support the required building upgrades. These payments will support building upgrades to meet the Ontario Building Code, Life Safety requirements and other capital works, to permit public occupancy and use of building's first and second floor for cultural events. The payment will be made within 90 days following the start date of the building lease to the Township of Southgate for the community cultural spaces.
- d) The Purchaser has committed to move his local business, the Dundalk Herald Newspaper operations into the first floor of the building, then will occupy the east side of the main building and use the single storey structure at the back of the building as dedicated space. The common areas for use by the Dundalk Herald business and the Community public cultural space uses will be the washrooms and kitchenette area of the building.
- e) The Purchaser will complete the building upgrades and work to meet the Ontario Building Code, Life Safety requirements, building improvements and other capital works, to allow public occupancy and use of building's first and second floor for cultural events. A list of the required projects is included as "Schedule D", forming part of this entire agreement.

SCHEDULE “D”

Wellington Capital Corporation Commitments to Dundalk Olde Town Hall Capital Project Agreement Requirements

Project Description:

1. All Ontario Building Code upgrades to allow public access to the first floor of the building and theatre space.
2. All Life Safety upgrades to allow public access to the first floor of the building and theatre space.
3. Exterior building repairs to the brick façade.
4. Upgrade of the first floor washrooms to make them publicly accessible.
5. Upgrade of the first floor kitchenette area.
6. Review of and upgrading of the buildings electrical servicing where required.
7. Review of and upgrading of the buildings plumbing system where required.
8. Review of and upgrading of the buildings mechanical systems where required.

SCHEDULE "E"

Dundalk Olde Town Hall Building Lease Agreement

THIS AGREEMENT made in duplicate this 1st day of July, 2022

BETWEEN:

WELLINGTON CAPITAL CORPORATION

Hereinafter called the "Landlord or Lessor"

and

-

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called the "Leasee"

WHEREAS the Parties hereto are desirous of entering into this Lease Agreement whereby the "Landlord" agrees to provide space for the Leasee to work with Community Group(s) to deliver cultural event in the Dundalk Olde Town Hall at 80 Main Street East in Dundalk, Ontario;

AND WHEREAS the Lessor and Leasee wishes to work with Community Groups to make building space available to provide cultural events and programs using part of the first floor and the second floor theatre to hold public events in partnerships with other community organizations;

AND WHEREAS on occasion some of the space is shared with occupants of the building and provides public access to washrooms and kitchenette, as shared space areas that may be in conflict from time to time;

AND WHEREAS the Parties hereto having mutually agreed to enter into the said Agreement upon certain terms and conditions hereinafter as set out;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, and the parties agree as follows:

1. The Lessor as the landlord agrees that this agreement will allow the Leasee to use part of the building known as the Dundalk Olde Town Hall, 80 Main Street East in Dundalk Ontario.
2. The Leasee agrees to pay the cost of \$3,000.00 per month to the Landlord as a lease on the above noted property. Annually the monthly lease rate will be indexed based on the previous year's month of October Cost of Living Allowance (COLA) increase established for the Province of Ontario by the Federal Government.
3. The Landlord agrees to be responsible for payment of the utilities costs, maintenance and repair costs of the building for the term of this Lease agreement.

4. The Landlord will allocate a proportionate share based on Building area of the utility costs for the building's electricity, natural gas and water billings and invoice to the Township of Southgate's Community Group partner on a monthly basis at their expense.
5. The Leasee's Community Group partner agrees to be responsible for the maintenance costs and furnishings in the dedicated building cultural spaces with the exclusion of the kitchenette and washroom common spaces.
6. The Leasee's Community Group partner agrees to responsible for the cleaning their dedicated cultural spaces they occupy for their use.
7. The Leasee's Community Group partner agrees to be responsible for the cleaning the common kitchenette, washrooms and any other shared spaces after a public cultural event so that all shared spaces are left as they are found to be ready for the Building owner's business use the next day.
8. The Landlord will be responsible for the general weekly cleaning of the common area washrooms and kitchenette area used by the parties during the term of this agreement.
9. The Leasee's Community Group partner agrees to pay for fifty (50) percent of paper supplies for the common washrooms with the expectation that the each of the parties will be responsible to install based on consumption and use as needed.
10. The Landlord agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once per day.
11. The Leasee's Community Group partner agrees to complete snow maintenance around the perimeter of their building entrance out to the sidewalk once during cultural evening events.
12. The Leasee's Community Group partner agrees to consult with the Building owner prior to making minor modifications and updates within the leased space.
13. The Landlord agrees to allow the Leasee's Community Group partner to post outside signage for naming and advertising on the building subject to the prior approval of the location and at the Community Groups expense.
14. The term of this agreement for a period of twenty (20) years commencing January 1st, 2023 and ending December 31st, 2042 with the option by the parties to extend automatically without notice, renegotiate and renew the agreement.
15. This Agreement shall be automatically renewed for a successive five (5) year renewal term, unless the Leasee provides written notice to the Landlord sixty (60) days prior to the expiration date.

16. The Leasee agrees to give at least 60 days written notice prior to the end of the lease term for any renewal period thereof, and the desire to negotiate a new Agreement.
17. The Leasee's Community Group partner agrees that maintenance of insurance coverage for loss of Leasee's Community Group partner contents shall be their responsibility during the term of the lease, and the landlord agrees that maintenance of insurance covering building loss or damage shall be the Leasee's Community Group partner responsibility during the term of the lease.
18. The Leasee's Community Group partner shall indemnify and save harmless and the Township of Southgate and the Building owner, its affiliates, agents, employees and clients from any and all losses, liabilities and claims arising out of the parties use of the space and property.
19. The Leasee's Community Group partner at its expense, shall obtain and keep in force during the term of this Agreement, commercial general insurance with a limit of liability of not less than \$5,000,000/occurrence, naming the Corporation of the Township of Southgate and Wellington Capital Corporation as additional insured, shall provide evidence of annual Certificates of Insurance coverage and shall provide a minimum of 30 days prior notice of cancellation in writing to the Township and Wellington.
20. Notices under this Agreement must be in writing and delivered to the parties at the following addresses:

For TENANT: Township of Southgate
185667 Grey Road #9 – RR #1
Dundalk, ON N0C 1B0
Contact: Dave Milliner - CAO
Phone #: 519-923-2110
Email: dmilliner@southgate.ca

For Wellington: Wellington Capital Corporation
5405 Eglinton Avenue West
Suite 214
Toronto, ON M9C 5K6
Contact: Ray Stanton - President
Phone #: 416-595-1070
Email: rays@londonproperty.ca

Notice may also be delivered by facsimile, electronic mail or other electronic transmission if the sending party has written evidence that the notice was in fact delivered. Such evidence may include (without restricting the generality of the foregoing) a fax confirmation, an automated e-mail delivery receipt confirmation or a message sent by the receiving party confirming receipt of the notice.

21. All Parties agree that arbitration shall be used for dispute resolution by referring all matters in difference between the parties in relation to this Agreement referred to a single arbitrator agreed upon by the parties. The award and

determination of this arbitrator is binding upon the parties and their respective heirs, executors, administrators, and assigns.

22. This Agreement is the entire agreement between the parties with respect to the Dundalk Olde Town Hall building use as a cultural community facility and replaces all prior written or verbal agreements, understandings, negotiations and/or discussions.
23. Amendment of this Agreement can only be changed by a written document signed by the Parties.
24. Each of the clauses contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.
25. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
26. No party may assign this Agreement, or any interest in the Venture contemplated herein, without the other party's written consent, which consent may not be withheld unreasonably.
27. This Agreement shall ensure to the benefit of the parties' heirs, successors, estate trustees and permitted assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their hands and seals as attested by their signing officers.

WELLINGTON CAPITAL CORPORATION

Dated: _____

Per: _____

Name: Ray Stanton

Title: President

I have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Dated: _____

Per: _____

Name: John Woodbury

Title: Mayor

Dated: _____

Per: _____

Name: Lindsey Green

Title: Clerk

We have authority to bind the Corporation