

**IN THE MATTER OF the sale of property of 5416 Line 78, Atwood, Ontario
Conc 5 Lot 27 & 28, 145 acres in the Town of North Perth, County of Perth**

CONDITIONS OF SALE

- 1. The owners of the said lands are Ronald & Jeanette Alexison**
- 2. Description of Lands: 145 acres more or less, of which approximately 128 acres more or less are workable. Sale of property does not include the proposed severed portion which includes approximately 4.9 acres including house, barn and shop. Farm is systematically tiled, every 40' with map available. Sale will be conditional on severance.**
- 3. Severance needs to be requested by the buyer but the vendor will pay any and all expenses in regards to the severance.**
- 4. The purchaser shall pay to the auctioneer, to be held in trust, a deposit of \$ 100,000.00 by cheque upon acceptance of offer and will be credited to the purchase price immediately upon being accepted as purchaser, such money to be paid by cheque and shall sign an agreement to complete the purchase according to these terms and conditions. The sale shall be completed on or before April 1st, 2023, as may be agreeable between the vendors and purchasers and depending on severance approval. On closing the balance of the purchase price shall be paid in cash or by cheque to the vendors or their solicitor as directed in writing.**
- 5. The vendors shall pay all property taxes to the date of closing and the purchaser shall be responsible for all property taxes thereafter.**
- 6. The vendors shall not be required to furnish any evidence of title other than that which the vendors have in their possession and makes no warranty as to title.**

7. The purchaser shall make any objection to title within 20 days of the date of the approval of financing and if any objection is so made which the vendors are unable or unwilling to remove, then the vendors shall be at liberty to rescind the sale and shall cause the deposit, without interest, to be returned forthwith to the purchaser.

8. The auctioneer is selling the property based on the description and information provided by the vendors. The auctioneer shall not be liable for any defects in title, or description. The purchaser acknowledges he or she has had the opportunity to inspect the property and seek all necessary information about the property prior to the commencement of bidding.

9. Title of Farm is absolute clear

10. Sale of property is subject upon the completion of the severance or a set upon date between both parties (vendors and purchasers).

11. Vendor reserves the right for 24 Hours to accept or reject the final bid after bidding closes.

12. If the purchaser fails to comply with these conditions, or any of them, the deposit and all other moneys paid shall become forfeited and the property shall be resold and the deficiency, if any, shall be made good by the purchaser together with all charges and expenses in connection therewith. Purchaser shall be responsible for all charges and expense, including legal costs on a solicitor and client basis and interest on such deficiency in accordance with the Courts of Justice Act.

13. **The Purchase Price does not include Harmonized Sales Tax ("H.S.T.").**
This Transaction is subject to H.S.T., therefore an applicable H.S.T. will be
in addition to the Purchase Price.

We the vendors herein, hereby accept and agree to the above terms and conditions to be
used for the purposes of the sale of _____ in the
Town of North Perth, County of Perth, this _____ day of _____, _____.

Witness

Vendor: Ronald Alexson

Vendor: Jeanette Alexson