



Algoma District School Board

644 Albert St E, Sault Ste. Marie, ON P6A 2K7

PROPERTY FOR SALE – REQUEST FOR OFFERS (RFO)

***Former WC Eaket Secondary School
147 Woodward Avenue
Blind River, ON P0R 1B0
Lot #402-408 and 410-416, Subdivision 487, Town of Blind River***

PIN # 31429-0194 (LT)

Submission Deadline

**Thursday, October 15, 2026
12:00:00 p.m. Local Time**

Questions regarding this RFO should be directed to:

Joe Santa Maria, Associate Director of Corporate Services and Operations
705-256-9727
santamj@adsb.on.ca

GENERAL INSTRUCTIONS

1.0 SUBMISSION OF OFFER

- 1.1 Offers must be received no later than 12:00:00 p.m. local time Wednesday, October 15, 2026 (the "Offer Date") on the Form of Offer provided (the "Offer" or "Offers").
- 1.2 Offers shall be submitted in a sealed envelope, clearly marked "Offer to Purchase Property", and addressed and delivered to:

**Algoma District School Board
c/o Education Centre
644 Albert Street East
Sault Ste. Marie, Ontario P6A 2K7
Attention: Associate Director of Corporate Services and Operations
Re: Offer to Purchase Property**

- 1.3 Offers submitted by fax, e-mail, or other telegraphic means **will not be accepted.**
- 1.4 **Offer Date and Time: Thursday, October 15, 2026 - 12:00 P.M. Local Time (Important Note: The Board Reception is open from 8:30am to 12:00 pm and 1:00pm to 4:30pm)**
- 1.5 It is the sole responsibility of each offeror (hereinafter called the Purchaser) submitting an Offer to Purchase to make sure that its Offer is delivered and accepted at the correct address no later than the Offer Date and time for submission of the Offer. Offers shall be deemed to have been submitted only when actually marked as received at the delivery address office.
- 1.6 The opening of Offers is planned to be conducted at the Board's office, 644 Albert Street East, Sault Ste. Marie, Ontario solely in the presence of representatives of the Board in the afternoon on Thursday, October 15, 2026.

2.0 FORM OF OFFER AND SUBMISSION REQUIREMENTS

- 2.1 Every Offer must include the price offered and be for the entire Property, and be submitted on the enclosed Form of Offer, and shall be completed without interlineations, alteration or erasure of or with respect to any pre-printed text provided by the Board. The Board reserves the right, but is not obliged, to reject any Offer where the pre-printed text has been altered.
- 2.2 Potential purchasers are advised that a lawyer should be retained prior to the submission of the Offer in order to ensure that his/her interests are protected.

- 2.3 The Form of Offer shall include the original signature of the Purchaser (or, in the case of an offer submitted by a corporation, an authorized signing officer of the corporation), inscribed in the space provided.
- 2.4 Submitted Offers shall include a deposit (the Deposit) of 10% to a maximum of Ten Thousand Dollars (\$10,000) in the form of a certified cheque or bank draft drawn on a financial institution in Canada satisfactory to the Board.
- 2.5 It is to be noted that no interest will be paid by the Board on Deposits.
- 2.6 If the Board of Trustees accepts an Offer, the Deposit of unsuccessful Purchasers will be returned, without interest following the acceptance of a competing offer. The Deposit of the successful Purchaser will be retained by the Board and credited against the purchase price on completion of the purchase and sale transaction. The Purchaser shall pay the balance of the purchase price on closing by certified cheque or bank draft drawn on a financial institution in Canada satisfactory to the Board.

3.0 CONFIDENTIALITY and AMENDING OFFERS

- 3.1 The Board shall make every effort to safeguard confidentiality, subject to the exceptions contained herein.
- 3.2 All submissions are subject to the provisions of the Municipal Freedom of Information and Privacy Act and the Personal Information Protection and Electronic Documents Act.
- 3.3 Notwithstanding the above, after the Offer Date and the Board's review of submitted offers, the Purchaser agrees, that the Board may share the amount of the highest Offer (price only, not the Purchaser's identity or other information) with other Purchasers that submitted offers. This will be done as part of a negotiation process that the Board reserves the right to undertake in order to achieve the best possible price for the sale of properties, satisfactory to the Board and the Ministry of Education. Purchasers who have submitted compliant Offers by the Offer Date may increase their purchase price as part of this negotiation process.
- 3.4 The Board may, in its sole discretion, after closing, disclose the name of the successful Purchaser of the property along with the purchase price following closing of the purchase and sale transaction.

4.0 CONFLICT OF INTEREST

- 4.1 An employee of the Board shall not have a direct or an indirect interest in a Purchaser of property from the Board.

5.0 WITHDRAWAL OF OFFER(S) BY PURCHASER

- 5.1 A Purchaser may withdraw an Offer at any time prior to the Offer Date and time, but no such request received after the Offer Date shall be effective. A withdrawal request prior to the Offer Date will be accepted only where it is made in writing and in the absolute and unfettered discretion of the Board. A Purchaser who withdraws an Offer prior to the Offer Date may submit a revised Offer at any time prior to the Offer Date.
- 5.2 If a Purchaser has submitted more than one Offer prior to the Offer Date or amends its Offer during the negotiation period, the last Offer received shall supersede and invalidate all those previously submitted by that Purchaser.

6.0 INTERPRETATION, CLARIFICATION AND ADDENDA

- 6.1 The Board reserves the right at any time prior to the closing time,
 - to withdraw or cancel the Request For Offers;
 - to extend the Offer Date and time for the submission of Offers; or
 - to modify these Instructions, the Form of Offer or other document; or
 - provide additional information or clarification,by the publication of an Addendum or other notice, and the Board shall not be liable for any expense, cost, loss or damage incurred or suffered by any Purchaser (or any other person) as a result of its so doing.
- 6.2 Any addenda issued shall become part of the RFO and any subsequent Agreement.
- 6.3 All addenda are to be signed, dated, and enclosed with the Purchaser's submitted Offer.
- 6.4 Where an Offer has been received by the Board prior to the publication of an Addendum or notice, the Board shall allow the Purchaser concerned to submit a revised Offer prior to the Offer Date or amended Offer Date and time or to send a written acknowledgement (which may be emailed) that the original Offer shall stand.
- 6.5 It is the responsibility of the Purchaser to seek clarification of any matter that they consider unclear before submitting an Offer. The Board shall not be bound by any oral instruction, amendment, clarification, information, advice or suggestion from any member of the Board's staff or Consultant to the Board.
- 6.6 **Site visits** to visually inspect the Buildings and/or Properties can be arranged through contacting Joe Santa Maria, Associate Director of Corporate Services and Operations at (705)256-9727 or santamj@adsb.on.ca.

7.0 GUIDELINES REGARDING IRREGULARITIES

- 7.1 Late Offers will not be accepted within the terms of the original RFO.
- 7.2 Should no offers be received by the Offer Date the Board reserves the right to receive offers after the closing deadline without having to reissue an RFO.
- 7.3 Offers that are not accompanied by the required offer deposit as specified in Section 2.4 will be rejected.
- 7.4 Offers that are not completed in full, or are not typewritten, printed or in legible writing (in ink) may be rejected.
- 7.5 Offers that appear to adversely affect the best interests of the Board, may be rejected at the sole discretion of the Board.
- 7.6 The Board reserves the right to reject qualified or conditional Offers, i.e. Offers that are submitted subject to a caveat added to the Form of Offer or under a covering letter or alterations to the Form of Offer.
- 7.7 Unsigned Offers will be rejected.
- 7.8 Offers not completed on the proper form, or received on a document other than the original document supplied by the Board, may be rejected by the Board at its discretion.
- 7.9 The Board may at its discretion reject any Offer where the Form of Offer or related document contains any erasure, change, over-writing, white-out, cross-out or strike out, where the same has not been initialed by the Purchaser, or where (in the absolute discretion of Board staff) the effect of that amendment is ambiguous or otherwise unclear.
- 7.10 Where an Addendum is not acknowledged and submitted with the Form of Offer, the Board may reject the Offer where the Addendum has financial implications, unless it is clearly evident, in the absolute discretion of Board staff, that the Addendum has been factored into the price offered.

8.0 EVALUATION OF OFFERS / NEGOTIATION

- 8.1 Offers are not subject to a reserve minimum bid (although Ministry of Education Regulations require the sale to be at Fair Market Value) and the highest or any Offer may not necessarily be accepted. It is the Board's intent to obtain Fair Market Value plus any expenses involved in the sale of the property (i.e. minor legal, advertising, etc.).
- 8.2 The Purchaser acknowledges and agrees that nothing contained herein, in the RFO documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this Offer, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the Board, shall in any manner legally bind the Board, in any

circumstances, to accept an Offer, or the highest Offer, or only an Offer submitted in compliance with the requirements of the RFO documents, or any Offer at all. The Purchaser further acknowledges and agrees that the Board shall have complete and unrestricted liberty in this regard and may reject any or all Offers or may accept any Offer in whatever manner, at whatever proposed price, on whatever terms and for whatever reasons as the Board, in its absolute discretion, considers to be in its own best interests, all without liability or obligation of any kind to the Purchaser.

- 8.3 After the Offer Date, should the Board for any reason in its sole discretion decide that an insufficient number of Offers have been received or that all Offers received were unsatisfactory, then the Board reserves the absolute right, as it sees fit,
 - a. to withdraw or cancel the Request For Offers;
 - b. re-issue the RFO (on the same or revised terms from the original request), and the Board shall not be liable for any expense, cost, loss or damage incurred or suffered by any Purchaser (or any other person) as a result of its so doing.
- 8.4 In the event that two or more acceptable identical Offers are received, the Board will proceed to negotiate as described in 9.1 to attempt to break the tie.
- 8.5 It will be very important to the Board to understand the Future Use of the Property after the sale to ensure it will be a use that fits with the Community Need and the Algoma District School Board's Values.

9.0 NEGOTIATION

- 9.1 The Board reserves the right to negotiate with Purchasers to achieve Fair Market Value acceptable to the Board and the Ministry of Education. This may result in the Board disclosing the highest bid (price only, not the Purchaser's identity or other information) to other Purchaser's within this RFO and then engaging in negotiations with one or more Purchasers.
- 9.2 If following the negotiation process, the Board determines that offers will not be accepted for a property, the Board reserves the right to allow other offers outside of the original offerors to be entertained.

10.0 AWARD

- 10.1 If the Board accepts an Offer, then such acceptance shall be communicated to the successful Purchaser as soon as possible following the approval of the Offer by the Board of Trustees. The successful Purchaser will be notified in writing by the Board.
- 10.2 The successful Purchaser shall close the Agreement of Purchase and Sale arising out of acceptance of the Offer and pay the balance of the purchase price by certified cheque or bank draft drawn on a financial institution in Canada satisfactory to the Board on the Closing Date.
- 10.3 The Board may at its discretion, waive any or all of the conditions contained herein.

11.0 TERMINATION OF AGREEMENT

- 11.1 This Agreement of Purchase and Sale created by the acceptance of an Offer may be terminated at any time at the sole option of the Board in any of the following events:
 - (a) if the Board has not received the approval of the Minister of Education to dispose of the Property and Building on or before the Closing Date;
 - (b) if the Board is restrained or enjoined on either an interim or permanent basis from completing the transaction contemplated hereby by a Court of competent jurisdiction, or if proceedings in that regard have commenced, or if any legal action is anticipated or expected by the Board to be brought against it in respect of its sale of the Property, or if the Board is unable to complete the transaction because of the filing or registration of any documents.
 - (c) In the event the Board does terminate the Agreement of Purchase and Sale, same shall be deemed null and void and the deposit shall be returned to the Purchaser without interest or deduction. In no event shall the Board be responsible for any costs, expenses, loss or damages incurred or suffered by the Purchaser and in any way related to this agreement.
- 11.2 If any Purchaser, or its assigns, does not comply with the conditions as aforesaid, or any of them, or fails to complete the closing upon the agreed terms and on the Closing Date, then the Purchaser's Deposit will be forfeited, as liquidated damages, in addition to any other right or remedy to which the Board may be entitled, including all losses, damages, claims and charges attending the same or occasioned by the defaulting Purchaser. Such liquidated damages to be paid by the defaulting Purchaser to the Board forthwith upon demand.

12.0 PAYMENT OF PURCHASE PRICE

12.1 The Board agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Board the Property for the Purchase Price payable by the Purchaser as set out below:

- (a) Deposit by Certified Cheque (10% of bid to a maximum of Ten Thousand Dollars \$10,000), as a deposit upon submission of this Form of Offer payable to the Algoma District School Board, and to be credited to the Purchase Price on the Date of Closing, and
- (b) the balance of the Purchase Price, subject to the adjustments as set out in Clause 23 of this Agreement, by certified cheque or bank draft (in Canadian Funds), on the Date of Closing payable to the Vendor which will be expected to be no later than 30 days following the acceptance of the offer.
- (c) The Purchase Price of the Property does not include Harmonized Sales Tax (the "HST") payable by the Purchaser in respect of the Purchase of the Property pursuant to the *Excise Tax Act* (Canada) (the "Act"). The Purchaser shall, on the Date of Closing, as a condition of completion of this transaction of purchase and sale, remit to the Vendor, by certified cheque or bank draft, HST at the rate of 13% of the Purchase Price. However, if the Purchaser provides to the Vendor, prior to the Date of Closing, confirmation that the Purchaser is a registrant under the Act, including the Purchaser's registration number, together with an undertaking in a form reasonably acceptable to the Vendor to the effect that the Purchaser shall remit as required by the Act any HST payable in respect of the sale of the Property to the Purchaser and shall indemnify the Vendor in respect of any HST so payable, then the Purchaser shall not be required to remit to the Vendor HST on the Date of Closing as aforesaid.
- (d) The Board shall not supply any Warranty, Statutory Declaration or Certificate with respect to the subject property's status or as to whether this transaction is an exempt supply in accordance with the provisions of the *Excise Tax Act* (Canada).
- (e) The Purchaser and the Vendor agree that all existing fixtures are included in the Purchase Price.
- (f) The Purchaser and the Vendor agree that no chattels or equipment are included in the Purchase Price.

13.0 REAL ESTATE COMMISSION

13.1 No real estate commission will be payable by the Board. Realtors submitting Offers for their clients should make arrangements for their compensation directly with their clients.

14.0 INSPECTION AND CONDITION OF PROPERTY

- 14.1 The Purchaser acknowledges that the Board provided an opportunity to inspect the Property and every part thereof prior to executing and submitting this Offer to the Vendor and that no warranty or condition is expressed or can be implied as to title, description, use or proposed zoning, fitness or purpose, quantity or quality thereof. Without limiting the generality of the foregoing, the Board shall not be liable for any incorrect description, default, defect or condition of the Property or any part thereof or any errors in any surveys, engineering, drawings, etc. The Property being purchased is specifically offered as it exists on the Closing Date. The Board makes no representations or warranty with respect to any defects in workmanship, state of repair, location of structures, walls, retaining walls, or fences (free standing or otherwise). The Board shall have no responsibility whatsoever to remedy any defect, comply with any work orders, or complete any unfinished work. The Purchaser acknowledges that it has relied entirely upon its own inspections and investigations with respect to the quantity, quality, and value of the Property and Building.
- 14.2 The Purchaser agrees to purchase the Property in an **“as is, where is”** condition and further agrees that the Vendor shall not be obligated to perform any work in respect of the Property in order to bring the Property, or any part thereof, into compliance with any applicable standards of any relevant Authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any of such work that may be required in order to bring the Property or any part thereof into such compliance.
- 14.3 (a) The Purchaser acknowledges that it has satisfied itself and agrees to purchase the Property subject to all Land Use Regulations in effect at the date of closing.
- (b) The Purchaser agrees to accept title to the Property subject to municipal requirements, including building and zoning by-laws, easements for hydro, gas, telephone and municipal services to the Property or any part thereof and to restrictions and covenants that run with the Property or any part thereof, including but not limited to Clause 17.
- (c) The Purchaser agrees to accept the Property as it exists regardless of any order affecting the property regarding its conditional use, including deficiency or other notices, work or other orders.

- 14.4 (a) The Purchaser acknowledges and agrees that the Board makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, 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 that the Purchaser takes the Property "as is" and relies upon his own investigations, if any, in this regard. From and after the closing date of this transaction, the Property shall be the sole risk of the Purchaser, and the Board, its successors and assigns, will have no further liability in respect of any Environmental Matters and the Purchaser covenants and agrees, such covenant to survive closing and not to merge on closing of this transaction, to indemnify and save harmless the Board in respect of any claims, demands, losses, damages, in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any Municipal, Provincial, Federal or other governmental body, board, commission, authority, department or Ministry, or employees, officials or representatives thereof.
- (b) As of and from the date of Closing, the Purchaser shall release the Vendor and its successors and assigns from and against all losses, damages, claims, fines liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property of any containment, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or lands including rivers, streams, and ground waters, (collectively the "Substances"), whether produced, created or generated before or after Closing and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto; and
- (c) The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Vendor, its affiliates, their successors and assigns from any and all costs, claims demands, liabilities and damages arising out or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any substances existing as of, or prior to the date of Closing and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. The provisions of this section shall survive Closing and any subsequent sale or transfer of the Purchaser's interest in the Property.

15.0 VENDOR'S CONDITION

- 15.1 (a) This Agreement is subject to the condition set forth in this section which has been inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf.
- (b) The condition set out in this section is a condition of the obligation of the Vendor to complete this Agreement on the Date of Closing and is not a condition precedent to the existence or enforceability of this Agreement.
- (c) The Agreement is subject to and conditional upon the approval of the Board of Trustees.

16.0 VACANT POSSESSION

- 16.1 (a) The Purchaser shall have vacant possession of the Property on the Date of Closing.
- (b) The Property shall be, and remain, at the risk of the Board until the Closing Date.

17.0 REFERENCE PLAN / SURVEY / TITLE DOCUMENTS

- 17.1 The Board shall not be required to produce any survey, abstract of title deeds or documents or copies thereof or any evidence as to title, other than those provided. Should any other documents pertaining to the Property be required in order to provide a description acceptable to the Land Registrar, such documentation shall be provided on or before closing at the Purchaser's expense.

18.0 TITLE

- 18.1 The Purchaser shall accept title to the Lands subject to:
- (a) all registered and unregistered easements existing at the date of acceptance of this Offer, and
 - (b) all Land Use Regulations; and
 - (c) other agreements and restrictions on title to the extent that they have been complied with; and
 - (d) any encroachment or location of existing fencing; and
 - (e) any existing environmental conditions or contamination to the site.

19.0 INVESTIGATION OF TITLE

- 19.1 (a) Each Purchaser shall examine title to the Property being purchased by it, at its own expense, and any objection thereto shall be made in writing to Joe Santa Maria, Associate Director of Corporate Services & Operations of the Algoma District School Board within

fourteen **(14) calendar days after** notification of acceptance has been forwarded by registered mail. Should no objection in writing be made within that time, title shall be deemed to have been accepted.

- (b) Should any sufficient objection in writing be made within that time, the Board shall have reasonable time to rectify and comply with same, or if the Board is unable to or unwilling to waive the same, the Board shall be at liberty to rescind the sale (notwithstanding any intermediate negotiations with respect to such objection, or any attempt to remove or comply with same) by notice in writing served upon or mailed by registered mail, postage prepaid, addressed to the Purchaser at his/her/its address as designated in his/her/its Offer, or addressed to his/her/its solicitor at his or her usual place of business, in which case such Purchaser shall be entitled to only a return of the Deposit, without interest, costs or compensation.
- (c) The Board shall remain in possession of the Property until the closing and completion of the Agreement of Purchase and Sale, and title to the Property shall not pass to the Purchaser thereof, nor shall the Purchaser be entitled to possession of the same until the purchase price and all other payments to be made by the Purchaser pursuant to this Request for Offer and Agreement of Purchase and Sale have been made.

20.0 CLOSING DELIVERABLES

- 20.1 (a) The Vendor covenants that it will deliver to the Purchaser on or before the Date of Closing each of the following:
 - i. keys and vacant possession of the Property in an **“as-is, where-is”** condition;
 - ii. an executed Transfer/Deed of the Lands in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavits);
 - iii. Statement of Adjustments, which shall be delivered at least two (2) business days prior to the Closing Date;
 - iv. an undertaking to re-adjust the Statement of Adjustments, if necessary, upon written demand;
 - v. a Direction regarding payment of funds; and.
 - vi. a Document Registration Agreement.
- (b) The Purchaser covenants that it will deliver to the Vendor on or before the Date of Closing:
 - i. a certified cheque or bank draft (Canadian Funds) for the balance of the Purchase Price due on the Date of Closing;
 - ii. an undertaking to re-adjust the Statement of Adjustments, if necessary, upon written demand;

- iii. a Direction as to Title, if necessary; and
- iv. such other deeds, conveyances resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

21.0 ASSIGNMENT OR REGISTRATION

- 21.1 The Purchaser shall not assign or register this Agreement or any assignment of this Agreement or any part thereof or register a caution in relation thereto without first obtaining the consent of the Vendor in writing, which consent the Vendor may arbitrarily withhold.

22.0 PREPARATION OF DOCUMENTS

- 22.1 The Transfer/Deed for the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration, which will be prepared by the Purchaser. Each party shall pay its own legal and registration costs in connection with the preparation and registration of such Transfer/Deed.

23.0 TENDER OF FUNDS OR DOCUMENTS

- 23.1 Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered by bank draft or cheque certified by a Canadian chartered bank, trust company or Province of Ontario Savings Office, provided that any payments to be made by the Vendor under this Agreement may be made by an uncertified cheque or bank draft.

24.0 ADJUSTMENTS

- 24.1 (a) The transaction contemplated by this Agreement shall be completed on the Date of Closing from and after which date the Purchaser shall be entitled to receive all rents and profits if any, and shall bear all expenses pertaining to the Property. Adjustment between the Vendor and the Purchaser shall be made on the Date of Closing for realty taxes, local improvement rates, utility costs, and payments under service contracts with the Vendor as a party thereto and other items which are ordinarily the subject of adjustment. All of the foregoing adjustments shall be made on the basis that the Date of Closing shall be for the Purchaser's account; and
- (b) Any adjustments that cannot be determined on the Date of Closing shall be determined by the parties as soon after the Date of Closing as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. Upon completion, the Vendor and the Purchaser shall exchange undertakings to readjust the foregoing items, if necessary.

25.0 GENERAL

- 25.1 Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement, in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
- 25.2 This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement (collectively, the "Obligations") shall not merge on the completion of this transaction, but shall survive completion and remain in full force and effect and binding upon the parties subject to or entitled to the benefit of such Obligations, save and except as may be otherwise expressly provided for in this Agreement.
- 25.3 Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 25.4 This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than expressed herein.
- 25.5 The validity and interpretation of this Request for Offer and of each provision and part thereof, and any Agreement of Purchase and Sale as defined herein, shall be governed by the laws of Ontario, and any Agreement of Purchase and Sale entered into pursuant to these Conditions of Sale by Form of Offer shall enure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.
- 25.6 The Board warrants that it is not a "non-resident Person" for the purposes of Section 116 of the Income Tax Act (Canada).
- 25.7 The Board represents and warrants to the Purchaser that it is and will be at the Closing Date a resident of Canada within the meaning of the Income Tax Act (Canada), and that this representation and warranty shall survive the closing of this transaction.
- 25.8 The Purchaser warrants that the Purchaser is not a non-resident of Canada pursuant to the Land Transfer Tax Act (Ontario).
- 25.9 The submission of a Form of Offer by a resident of the Province of Quebec will be deemed to constitute the declaration and acknowledgment by the bidder that he/she/it has requested the

foregoing Conditions of Sale, the Request for Offer referred to therein and all the documentation relating to his/her/its Form of Offer and the acceptance thereof to be drawn in the English language.

- 25.10 Signature of the Form of Offer by the Purchaser and submission thereof to the Vendor constitutes an offer under seal. This Form of Offer when accepted constitutes a binding contract of Purchase and Sale.
- 25.11 The Purchaser agrees upon completion of this transaction it shall not use the name of the school or board to identify, advertise or represent the subject property, and any signage or reference to this name shall be removed from the subject property by the Purchaser immediately following the date of the closing of this transaction.