

Form 123

for use in the Province of Ontario

BUYER: The Corporation of the Township of Edwardsburgh/Cardinal

SELLER: P.C.G. Sales Limited

REAL PROPERTY: 2822 County Road 2, Johnstown

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 17 day of November,

2021, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

3. (A) The obligation for completion of the within transaction by the Buyer is conditional upon the Buyer being satisfied, in the Buyer's complete sole, subjective and unfettered discretion, within sixty (60) days after the date of acceptance of this Agreement by the Seller (the "Condition Date") as to: (i) the deliveries set out in Paragraph 4 below; (ii) the soil, water, septic, servicing and environmental conditions of the property (including, without limitation, a review by the Buyer of any and all relevant studies and reports provided by the Seller regarding the physical characteristics of the property); (iii) all planning and zoning matters in relation to the property; (iv) the physical condition of the building located on the subject property; (v) approval of the list of chattels included in the subject transaction; (vi) all title and off-title matters in relation to the property; (vii) approvals from municipal Council to complete the transaction; (viii) upon the Buyer arranging, at the Buyer's own expense, a new Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5pm on the 60th day following execution of this Agreement that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This due diligence condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. If the foregoing condition is not waived in writing by the Buyer and delivered to the Seller on or before the Condition Date, the within transaction shall be deemed to be null and void and the Deposit shall be returned to the Buyer without deduction or liability.


All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.


For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at _____, Ontario, at _____ a.m./p.m., this _____ day of January 2022

SIGNED, SEALED AND DELIVERED in the presence of:

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

[Witness] [Buyer/Seller]  DATE _____

[Witness] [Buyer/Seller]  DATE _____

Receipt acknowledged at _____ a.m./p.m., this _____ day of January 2022 by:

Print Name: _____ Signature: _____