THAMES VALLEY DISTRICT SCHOOL BOARD
(the “**Board**”)

NOVEMBER 19, 2025
SALE OF PROPERTY
PORTION OF 391 BLOSSOM PARK ROAD, WOODSTOCK, ONTARIO

Offers to purchase (“**Offers**”) the easterly portion of the Board owned property (the “**Property**”) municipally known as 391 Blossom Park Road, Woodstock, Ontario will be received at 130 Dufferin Avenue, Suite 1101, London, Ontario, N6A 5R2, Attention: Tim McCullough, in a sealed envelope, up to 2:00 p.m. (Eastern Standard Time (“**EST**”)) (the “**Closing Time**”), on **December 12, 2025** (the “**Closing Date**”).

1.0 LEGAL DESCRIPTION OF PROPERTY

1.1 The Property is included as part of the legal description described in the form of Offer attached hereto as Schedule “A” and a map identifies the location of the Property on Exhibit 1 which is attached to Schedule “A” of this Agreement.

2.0 INFORMATION FOR BIDDERS

2.1 Offers received after the Closing Time will not be considered and will be returned unopened (unless the address of the offeror does not appear upon the outside of the envelope, in which case the Board will open the envelope for purposes of determining the address of the offeror).

2.2 An offeror who has already submitted an Offer may submit a further Offer at any time up to Closing Time. The last Offer received shall supersede and invalidate all Offers previously submitted by that offeror.

2.3 There will be no public opening of the Offers received. Information concerning the Offers received will not be published by the Board.

2.4 The Board shall have complete discretion as to whether to accept or reject any or all Offers for whatever reasons it may, in its absolute discretion, consider appropriate. The Board reserves the right to negotiate with any offeror and, in the event negotiations with that offeror fail, the Board reserves the right to approach and negotiate with any other offeror.

2.5 Set out below, on Schedule “A” attached hereto is the form of Offer which the Board requires offerors to submit in the event they are interested in the Property. **Offerors are advised that no representations or warranties, whatsoever, are made by the Board as to the accuracy or completeness of any such information.** It is the responsibility of each offeror to satisfy itself as to the condition of the Property and all other aspects thereof.

2.6 The Board may, but shall not be obligated to, provide any information in its possession relating to the Property.

2.7 Any offeror who contacts or attempts to contact Board personnel or Trustees concerning the Property (other than in the manner specified in section 2.6 hereof), prior to the Closing Time, may be excluded from the sale process and their Offer may be rejected.

2.8 THE ACCEPTANCE OF AN OFFER IS SUBJECT TO THE APPROVAL OF THE BOARD'S SUPERVISOR.

3.0 REQUIREMENTS AT TIME OF CLOSING

3.1 CONTENTS OF SUBMISSION

IN ORDER TO BE CONSIDERED, OFFERS MUST BE SUBMITTED AS FOLLOWS:

(1) Hand delivered in a sealed envelope to 130 Dufferin Avenue, Suite 1101, London, Ontario, N6A 5R2, Attention: Tim McCullough, on a weekday (which is not a civic or statutory holiday) and between the hours of: 8:00 a.m. (EST); and 5:00 p.m. (EST) and prior to the Closing Time. The name and address of the offeror should appear on the outside of the envelope containing the Offer. Offerors are required to submit two fully executed copies of their Offer, in the form of Offer attached hereto as Schedule "A". **Variation of the terms contained in the Board's prescribed form of Offer, in the first instance, may result in the rejection of that Offer.** For purposes of certainty, neither facsimiles nor photocopies of Offers will be accepted or considered. Furthermore, offerors who choose to use a courier service for purposes of delivering their Offer, do so at their own risk.

(2) While it is understood that Offerors may want to attach conditions to any Offer they may submit, it is the Board's position that the form of Offer itself will not be amended.

(3) An Offer shall be accompanied by a deposit equal to ten (10) percent of the offered purchase price, payable to **Harrison Pensa LLP** and **in the form of a certified cheque or bank draft**.

(4) All Offers are required to be open for acceptance by the Board for a period of not less than thirty (30) days from the Closing Date.

3.2 DEPOSITS

With the exception of the deposit accompanying the Offer the Board is considering accepting, deposits will be returned, via courier, within ten (10) days of the acceptance of another Offer by the Board. The deposit of the successful offeror shall be retained by the Board and credited towards the purchase price on completion of the transfer of ownership of the Property. No interest will be paid on any deposits received.

4.0 OTHER

4.1 REAL ESTATE COMMISSIONS

The Board will not pay any commissions to any real estate agents in connection with the sale of the Property. To the extent that an offeror has retained the services of a real estate agent for purposes of submitting an Offer, any amount alleged to be owed to such agent shall be the sole responsibility and liability of such offeror.

4.2 ZONING AND OFFICIAL PLAN

Offerors are responsible for satisfying themselves as to the zoning and permitted uses of the Property. The Board makes no representations or warranties with respect to same.

4.3 SEVERANCE

The successful offeror shall be responsible, at its sole cost and expense, for obtaining a severance from the Land Division Committee for the County of Oxford, including fulfilling all conditions required to facilitate the severance of the Property.

SCHEDULE "A"

OFFER TO PURCHASE

VENDOR: The Thames Valley District School Board (the "**Vendor**")

PURCHASER: __________________________________ (the "**Purchaser**")

REAL PROPERTY:

Address: Portion of 391 Blossom Park Road, Woodstock, Ontario

Legal Description: LT 1 PL 1126 Except B3020, 481320 & PT 5, 41R 5478; PT LT 3-4 PL 723 PART 3, 41R 5478 City of Woodstock, County of Oxford, being the whole of PIN 00134-1639 (LT). A block map identifying the lands to be sold is attached hereto as Exhibit 1 (the "**Property**").

1. **SALE OF PROPERTY:** The Purchaser hereby offers to buy from the Vendor the Property in accordance with the terms and conditions as set out in this Offer to Purchase (hereinafter referred to as the "**Agreement**").

2. **PURCHASE PRICE:** The purchase price (the "**Purchase Price**") shall be ____________ ____DOLLARS CDN ($___ __________________) payable as follows:

   a) a deposit equal to TEN (10%) of the Purchase Price payable by way of certified cheque or bank draft on the date hereof as a deposit payable to the Vendor's Solicitors, "Harrison Pensa, In Trust"; and

   b) the balance of the Purchase Price, subject to adjustments, payable by certified cheque on completion of this Agreement.

3. **ADJUSTMENTS:** Local improvements rates, if any, shall constitute the only adjusting items and shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.

4. **IRREVOCABILITY:** This Agreement shall be irrevocable by the Purchaser until considered by the Supervisor of the Vendor no later than sixty (60) days following the submission of this Agreement, after which date, if not accepted, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full, without deduction.

5. **SEVERANCE:** This Agreement is conditional upon the compliance with the subdivision control provisions of the Planning Act (Ontario) by no later than April 30, 2026. In this regard, upon acceptance of this Agreement by the Vendor, the Purchaser agrees to make diligent application for and pay all costs and expenses associated with obtaining the consent of the Land Division Committee for the County of Oxford to sever the Property. The Purchaser further agrees to complete any conditions of severance proposed by the Land Division Committee in a timely manner and the Vendor agrees to execute all documents required by the Purchaser in completing its application to the

Land Division Committee for Oxford County. In the event the Purchaser is unable to complete the conditions of severance with all appeal periods having lapsed by April 30, 2026, this Agreement shall be terminated and the Vendor shall return the deposit to the Purchaser without interest, penalty or deduction.

6. **COMPLETION DATE:** The Agreement shall be completed by no later than 4:30 p.m. EST on the date (the "**Completion Date**") which is thirty (30) days following the satisfaction of the severance condition set forth in section 5. Upon completion, vacant possession of the Property shall be given to the Purchaser.

7. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. EST on the fifteenth (15th) day prior to the Completion Date (the "**Requisition Deadline**") to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property.

8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.

9. **HST:** The Vendor shall on completion collect, any Harmonized Sales Tax ("HST") exigible on the Purchase Price and shall forthwith remit such HST in accordance with applicable legislation, unless the Purchaser provides to the Vendor evidence (satisfactory to the Vendor), that the Purchaser: is an HST registrant: shall self-assess and remit all HST payable in connection with the transfer of the Property; and, shall indemnify and save harmless the Vendor from and against any and all HST penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with this Agreement.

10. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful.

11. **TITLE:** 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 Agreement 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 that such have been complied with, or security posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of 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. If prior to Requisition Deadline any valid objection to title or to any outstanding work order or deficiency notice which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and the deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Deadline and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

12. **"AS IS" CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to the condition of the Property, whether the Property and processes and undertakings performed thereon during the Vendor's ownership have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including, without limitation, for purposes of any particular construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.

13. **TITLE DOCUMENTS:** The Purchaser 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 the Vendor.

14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.

15. **TIME LIMITS:** Time shall in all respects be of the essence hereof; provided that, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing, signed by the Vendor and the Purchaser or their respective solicitors who may be specifically authorized in that regard.

16. **INSURANCE:** Pending completion, the 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, the Purchaser at its option may either terminate this Agreement and request that the deposit paid forthwith be returned without interest or deduction or request the proceeds of any insurance and complete the purchase contemplated herein. No insurance shall be transferred on the competition of the transaction contemplated herein.

17. **RESIDENTIAL TENANCY:** The Vendor represents and warrants that the Property has no commercial or residential tenants and vacant possession will be provided by the Vendor on closing.

18. **TENDER:** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or certified cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

19. **FAMILY LAW ACT:** The Vendor warrants that spousal consent under the provisions of the *Family Law Act*, R.S.O. 1990 is not necessary for this transaction.

20. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a solicitor to complete this Agreement, and where the transaction will be completed by electronic registration pursuant to Part III of the 'Land Registration Reform Act, R.S.O., Chapter L4, and any amendments thereto, the Vendor and the Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser may, at the solicitor's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and, (b) be subject to conditions whereby the solicitor 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 written agreement between their respective solicitors.

21. **AGREEMENT IN WRITING:** This Agreement shall constitute the entire agreement between the Purchaser and the Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

22. **NON REGISTRATION:** The Purchaser covenants and agrees that it will not register this Agreement or notice of this Agreement or a caution or any other document evidencing this Agreement without having the written consent of the Vendor prior to such registration, which consent may be arbitrarily and unreasonably withheld.

23. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and permitted assigns of each of the Purchaser and the Vendor shall be bound by the terms of this Agreement. The Purchaser shall not be permitted to assign this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld.

24. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition, this Agreement may be executed either in original, faxed form or other electronic form and the parties adopt any signatures received by facsimile or other means of electronic transmission, as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other party an original of the signed copy of this Agreement which was so faxed or electronically transmitted by other means.

[signature page follows]

DATED this ____ day of ________________, 2025.

[insert name if Purchaser is a Corporation]

____
Name:
Title:
I have the authority to bind the Corporation.

_______________________________ _______________________________________
Witness [insert name if Purchaser is an Individual]

The Thames Valley District School Board hereby accepts the above Agreement and agrees to complete the sale of the Property on the terms and conditions herein contained.

DATED this _____ day of _______________, 2025.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: _______________________________________
Name:
Title:

Per: _______________________________________
Name:
Title:

VENDOR'S LAWYER:
Harrison Pensa LLP, Attention: Tim McCullough
1101-130 Dufferin Avenue, PO Box 3237, London, ON N6A 4K3
Ph. #519-661-6718 Fax # 519-667-3362

PURCHASER'S LAWYER: ____

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EXHIBIT 1

Blossom Park Education Centre