

Schedule A

Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER,....., and

SELLERTHE CORPORATION OF THE CITY OF WINDSOR.....

for the purchase and sale of dated the day of, 2026..
(Street Address)

1. Payment of Purchase Price

The Buyer agrees to pay the balance of the Purchase Price, subject to the usual adjustments, to The Corporation of the City of Windsor upon the completion of this transaction.

2. Completion Date

This Agreement shall be completed no later than 4:30 pm thirty (30) calendar days following the waiver of Schedule E by the Seller.

Upon completion, vacant possession of the property shall be given to the Buyer, save and except as otherwise provided for in this Agreement.

3. Assignment Clause

The Buyer shall not, at any time prior to completion of this Agreement of Purchase and Sale, assign, transfer or set over its rights, title and interest in this Agreement of Purchase and Sale, in whole or in part, by operation of law or otherwise, without the prior written consent of the Seller, which consent may be unreasonably withheld. Provided however, any consent to an assignment, transfer or set over granted by the Seller shall not relieve the Buyer from its obligations for the full and faithful observance and performance of the covenants, terms and conditions contained in this Agreement of Purchase and Sale.

4. Planning Act Application

It is a condition of this Agreement that the Purchaser shall not, without prior written consent of the City, apply for, initiate, support or pursue any application under the Planning Act affecting the Property including, but not limited to, applications for rezoning, minor variance, consent or official plan amendment. The Purchaser acknowledges and agrees that the City is entering into this Agreement in reliance upon the Purchaser's agreement to comply with this condition, and that the City may, in its sole discretion, withhold its consent to any such application. This condition shall survive and remain in full force and effect following Closing. The Purchaser shall execute and deliver any closing documents in relation to this condition as required by the City.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

