

OFFER TO PURCHASE

_____ (the “**Purchaser**”), hereby offers to purchase the real property located at 440-462 King Street West in the City of Kingston, Ontario, legally described as:

All of PINs 36264-0149 (LT) and 36264-0151(LT), being Part of Lot 21, Concession 1 (also known as Broken Front Concession), City of Kingston, County of Frontenac, designated as Parts 1, 2, 3, 4 and 5 on Plan 13R-20851. Subject to easement over Part 3 on Plan 13R-20851 as described in Instrument no. FR131763.

excluding mines and minerals (the “**Property**”) from HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Public Works and Government Services on behalf of the Minister of Public Safety (“**His Majesty**”), for the price of _____ Canadian Dollars (\$ _____) exclusive of HST (the “**Purchase Price**”).

Deposit. A deposit in the amount of _____ and 00/100 Canadian Dollars (\$ _____ .00) shall be paid by the Purchaser with Twenty Four (24) hours of the date and time of acceptance by His Majesty of this Offer in the form of a certified cheque payable to His Majesty’s agent “ Century 21 Heritage Group Ltd., IN TRUST” (the “**Deposit**”) to be held by Century 21 Heritage Group Ltd., in trust for His Majesty pending completion of the purchase of the Property by the Purchaser, or other termination of this Offer, or termination of the Agreement created by His Majesty’s acceptance of said Offer.

Notwithstanding the terms of this Offer, or the Agreement created by His Majesty’s acceptance of said Offer, if the Purchaser does not deliver the Deposit to His Majesty’s agent, Century 21 Heritage Group Ltd., within Twenty Four (24) hours of the date and time of acceptance of this Offer by His Majesty, then His Majesty may, at his sole and absolute discretion, terminate this Agreement, in which case this Agreement shall be null and void and His Majesty shall not be liable to the Purchaser for any costs or damages incurred by the Purchaser as a result of such termination.

Upon completion of the purchase contemplated in this Offer, the Deposit shall be applied to the Purchase Price.

Purchase Price. The balance of the Purchase Price less the Deposit and subject to applicable adjustments (if any) shall be paid by certified cheque or bank draft payable to the **RECEIVER GENERAL FOR CANADA** and delivered to the attention of His Majesty's solicitor herein, David Larmour, at the Department of Justice Canada, 120 Adelaide Street West, Suite 400, Toronto, Ontario, M5H 1T1, on or before the Closing Date, to be held by His Majesty's solicitor in escrow until such time as the Purchaser's solicitor advises His Majesty's solicitor that the Transfer has been submitted to the Land Registry Office for registration, at which time His Majesty's solicitor shall release the Purchaser's certified cheque to His Majesty.

Purchase Price Does Not Include HST, Payment of HST. The Purchase Price stated herein is exclusive of any Harmonized Sales Tax ("HST") payable by the Purchaser pursuant to the *Excise Tax Act* R.S.C.1985, C e-15, as amended (the "Act"). If the Purchaser is an individual who is not registered under the Act, the Purchaser agrees to deliver to His Majesty's solicitor a second cheque, in addition to a certified cheque for the balance of the Purchase Price, made payable to the RECEIVER GENERAL FOR CANADA in the amount of _____ Dollars (\$ _____) for HST payable on this transaction.

In the event that the Purchaser is registered under the Act, the Purchaser shall remit the HST directly to Canada Revenue Agency in accordance with the Act. The Purchaser agrees to provide His Majesty's solicitor with evidence of the Purchaser's registration pursuant to the said Act and to deliver to His Majesty's solicitor as a closing document an indemnity in a form satisfactory to His Majesty's solicitor regarding the remittance by the Purchaser of HST owing on the transaction.

A) This Offer to Purchase ("**Offer**") dated as of the date of the Purchaser's signature in the space provided below (the "**Offer Date**"), is made upon the following terms and conditions, namely:

- (1) Execution of this Offer by the Purchaser and the delivery thereof to His Majesty constitutes an offer made under seal, which is irrevocable by the Purchaser and open for acceptance by His Majesty until 5:00 p.m. on the 10th Business Day following the Offer Date, after which time, if not accepted by His Majesty, this Offer shall be null and void. In this Offer, and if accepted by His Majesty, the Agreement, a Business Day shall be a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (2) His Majesty may, in His sole discretion, accept this Offer.

(3) Acceptance of this Offer, and notices required under the Agreement constituted by such acceptance, shall be made in accordance with the requirements of sections B)(18) and B)(19).

(4) (a) The Purchaser hereby declares that it has inspected the Property or caused it to be inspected on its behalf, and submits this Offer and enters into this Agreement for the purchase of the Property in reliance on such inspection and not in reliance on any representation, whether oral, written or implied, by His Majesty or any agent or representative of His Majesty.

(b) The Purchaser covenants and agrees to accept possession of the Property on an “as is” basis in its condition as it existed on the Offer Date. The Purchaser further agrees that the Agreement that shall arise from this Offer should His Majesty accept it contains the entire understanding between the parties hereto and that there is no express, implied, or collateral agreement between the Parties, nor does His Majesty make any representation or warranty of any kind whatsoever as to the condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic of the Property or the timber wharf situated on the Property other than as set out in this Offer and the Agreement arising from this Offer.

(5) The Purchaser agrees to accept His Majesty’s title to the Property (mines and minerals and subsurface rights excepted) provided that the title is good and free from all encumbrances, except as to any municipal by-laws, registered or unregistered rights-of-way and/or easements, registered or unregistered restrictions or covenants that run with the land, and subject to any restrictions and reservations in the original grant from the Crown. The Purchaser is not to call for the production of any title instrument, abstract, survey or other evidence of title except such as are in the ready possession of His Majesty.

(6) The Purchaser represents, warrants and covenants the following to His Majesty:

(a) The Purchaser has the absolute and unrestricted right, power and authority to execute, deliver this Offer and, upon acceptance by His Majesty, to perform its obligations under the Agreement and the documents, instruments and certificates to be executed and delivered by the Purchaser on closing pursuant to the Agreement; and

- (b) The Purchaser has not entered into any agreement, commitment or obligation with regard to any brokerage commission or finder's fee which would be payable by His Majesty arising out of the execution, delivery or performance of this Offer, or if accepted by His Majesty, the Agreement, or the transactions contemplated herein, and the Purchaser agrees to indemnify and save His Majesty harmless against any claims by any party seeking compensation from His Majesty as the Purchaser's representative, agent or finder.
- (c) The Purchaser has received a full copy of the environmental report entitled "Supplemental Phase III Environmental Site Assessment CSC Old Regional Headquarters, 440-462 King Street West, Kingston, Ontario (No. R.1048098.002) March 2021

(7) The Purchaser shall not assign this Offer in whole or in part. The Purchaser agrees that this Offer shall terminate and shall be null and void if the Purchaser assigns this Offer and neither the Purchaser nor its assignee shall have any claim against His Majesty for costs or damages of any kind arising from this Offer. In the event that this Offer is accepted by His Majesty, assignment by the Purchaser of the Agreement arising out of such acceptance shall be governed by section B(10) of the Agreement.

B) This Offer, when accepted by His Majesty, shall constitute a binding Agreement of Purchase and Sale between the parties (the "**Agreement**"), which Agreement shall include all of the terms, covenants and agreements in this Offer together with the following terms, covenants and agreements, including those in C), namely:

- (1) The purchase of the Property shall be completed on _____ (the "**Closing Date**") or such other date as the parties or their solicitors may agree to in writing, and on which date possession of the Property shall be delivered to the Purchaser. If such date shall fall on a day other than a Business Day, or a date upon which the Land Registry Office shall be closed, then the transaction contemplated in this Agreement shall be completed on the next day that the Land Registry Office is open for business.
- (2) The Purchaser is to be allowed Ten (10) Business Days from the Acceptance Date to examine, at its own expense, the title to the Property. If, within that time, any valid objection to His Majesty's title is made in writing to His Majesty which He shall be unable or unwilling to remedy and which the Purchaser will not waive, this Agreement shall on written notice from His Majesty to the Purchaser, notwithstanding any intermediate acts or negotiations in respect of such objection, terminate and be null and void, and the Deposit shall be returned to the Purchaser without interest or penalty, and His Majesty shall not be liable to the Purchaser for any costs or damages incurred by the

Purchaser as a result of such termination, but otherwise the Purchaser shall be conclusively deemed to have accepted the title of His Majesty to the Property.

- (3) Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated by this Agreement may be given or delivered and accepted or received by His Majesty's solicitors on behalf of His Majesty and by the Purchaser's solicitors on behalf of the Purchaser, and any tender of closing documents may be made upon the parties' respective solicitors.
- (4) If, on the Closing Date, His Majesty is for any reason beyond His control unable to grant or convey the Property, this Agreement shall terminate and be at an end, and the Purchaser shall be entitled to a return of the Deposit, without interest, but shall have no claim against His Majesty for costs or damages of any kind arising from this Agreement or His Majesty's termination of this Agreement.
- (5) If the Purchaser does not complete the purchase on the Closing Date due to its own neglect or default, His Majesty may serve a written notice on the Purchaser to perform this Agreement. If the Purchaser fails to perform this Agreement after the receipt of the written notice, His Majesty may at His discretion re-sell the Property.

The re-sale of the Property may be effected by public auction, public tender or by private contract. The deficiency between the Purchase Price and the amount realized by His Majesty through such re-sale, if any, together with an amount comprising all reasonable losses, damages and expenses incurred by His Majesty (including but not limited to the cost of any environmental assessment of the Property that His Majesty may be required to complete in order to re-sell the Property) in the course of re-selling the Property shall constitute a debt owing by the Purchaser to His Majesty which shall be paid by the Purchaser forthwith on written demand by His Majesty, provided that any increase in the price obtained upon re-sale of the Property by His Majesty shall belong to His Majesty.

- (6) The Property shall be at risk to His Majesty to, but not including, the Closing Date and thereafter the Property shall be at the sole risk of the Purchaser. In the event of damage to the Property before the Closing Date, the Agreement may, at the option of the Purchaser, be terminated, whereupon the Purchaser shall have no claim against His Majesty for costs or damages of any kind.
- (7) In the event that the legal description of the Property is not satisfactory for registration purposes, the Purchaser at its own expense shall obtain and supply His Majesty with a legal description that can be registered. The Purchaser shall not call for or demand from His Majesty any survey, plot plan or building location plan not within the ready

possession of His Majesty. The Purchaser shall be responsible for the payment of all fees, levies, or taxes in connection with the registration of its own documents and the Crown grant.

(8) The Purchaser shall be responsible for the payment of all utility charges and costs from the Closing Date. The statement of adjustments, as prepared by His Majesty, shall be forwarded to the Purchaser's solicitor on or before the Closing Date.

(9) The Purchaser hereby acknowledges and agrees that from and after the Closing Date, environmental liability in connection with the Property (including but not limited to remediation of the Property in accordance with the requirements of any governmental authority having jurisdiction) and continuing maintenance of the Property shall be the sole responsibility of the Purchaser.

(10) The Purchaser shall not assign this Agreement in whole or in part with the prior written consent of His Majesty, which consent may be unreasonably withheld. An assignment of this Agreement in accordance with this section B)(10) shall not relieve the Purchaser's assignee from the requirement to comply with the Integrity Provisions as set out in section B)(13), and the assignee's failure to comply with the Integrity Provisions to His Majesty's satisfaction before the Closing Date shall constitute a breach of this Agreement by the Purchaser and its assignee.

(11) Schedule "A" (Legal Description) forms part of this Agreement.

(11)(a) Schedule(s) _____ form part of this agreement.

(12) Adjustments, if any, shall be made as of the Closing Date. As federal real property is not subject to realty tax, there will be no adjustment for realty taxes. Except as otherwise provided in this Agreement, His Majesty shall be responsible for all expenses and entitled to all revenues accruing from the Property for the period ending on the day before the Closing Date. Except as otherwise provided in this Agreement, the Purchaser shall be responsible for all expenses and entitled to all revenues accruing from the Property for the period from and including the Closing Date and thereafter. The Closing Date shall be for the account of the Purchaser. The Statement of Adjustments shall be prepared by His Majesty and forwarded to the Purchaser before the Closing Date.

(13) The Purchaser agrees to review and comply with the Government of Canada's integrity provisions as set out in Schedule "B" to this Agreement ("**Integrity Provisions**") and to provide to His Majesty the certifications set out in paragraph 4 therein. Schedule "B" forms part of this Agreement.

(14) The following documents, which may be electronically signed, shall be exchanged on or before the Closing Date:

- a. His Majesty shall deliver to the Purchaser:
 - i. Transfer signed for completeness and release in Teraview;
 - ii. Direction re Funds;
 - iii. Statement of Adjustments;
 - iv. Vendor's undertaking to readjust; and
 - v. Any other documents which the Purchaser's solicitor may reasonably request on or before the Closing Date to give effect to this Agreement and which are acceptable to His Majesty's solicitor acting reasonably.

- b. The Purchaser shall deliver to His Majesty:
 - i. A certified cheque or bank draft made payable to the **RECEIVER GENERAL FOR CANADA**, in the amount of the balance of the Purchase Price that is due on Closing to be held by His Majesty's solicitor in escrow until such time as the Purchaser's solicitor advises His Majesty's solicitor that the Transfer has been submitted to the Land Registry Office for registration;
 - ii. A second certified cheque made out to the **RECEIVER GENERAL FOR CANADA** in the amount of _____ being the HST calculated against the Purchase Price, **OR** if the Purchaser is an HST registrant, an HST Certificate and Indemnity satisfactory to His Majesty;
 - iii. Direction re Title directing His Majesty's solicitor to engross the Transfer in the name of the Purchaser;
 - iv. Purchaser's undertaking to readjust;
 - v. Any other documents which His Majesty's solicitor may reasonably request on or before the Closing Date to give effect to this Agreement and which are acceptable to the Purchaser's solicitor acting reasonably.

(15) The covenants of the Purchaser contained in sections A)(4), A)(5), A)(6), A)(7), B)(2), B)(4), B)(5), B)(6), and B)(9) shall survive the purchase and sale of the Property and shall not merge on the Closing Date.

(16) This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this

Agreement is intended to nor shall be construed as limiting, waiving or derogating from any federal Crown prerogative.

(17) If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then that term, covenant or condition (a) is deemed to be independent of the remainder of this Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

(18) This Agreement, including any agreement, document, instrument or certificate delivered by or on behalf of any party in connection with this Agreement and the Closing, may be electronically or physically executed by the applicable parties in counterparts and all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including in portable document format) or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and to be valid and effective for all purposes.

(19) All notices or other communications to be sent to **His Majesty** under this Offer shall be delivered by e-mail to the following address:

Sandra McKenna
sandramckenna15@gmail.com

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In Witness Whereof is hereunto set the hand and seal of the Purchaser this _____ day of _____, 2026.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Witness Name (print)

Witness Signature

Witness Name (print)

In Consideration of the Purchase Price and the covenants of the Purchaser contained in this Offer, HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Public Works and Government Services on behalf of the Minister of Public Safety, hereby accepts this Offer this _____, 2026 (the “**Acceptance Date**”).

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services on behalf of the Minister of Public Safety

Per: _____
Name: **Altaf Patel**
Title: Manager, Real Estate Services

I have authority to bind His Majesty.

SCHEDULE "A"

Legal Description of the Property

All of PINs 36264-0149 (LT) and 36264-0151(LT), being Part of Lot 21, Concession 1 (also known as Broken Front Concession), City of Kingston, County of Frontenac, designated as Parts 1, 2, 3, 4 and 5 on Plan 13R-20851. Subject to easement over Part 3 on Plan 13R-20851 as described in Instrument no. FR131763.

SCHEDULE “B”

Integrity Provisions

- (a) The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the offer submission date, and all Directives in effect on that date, are incorporated by reference into, and form a binding part of, the real property agreement. The Purchaser must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
- (b) Under the Policy, charges and convictions of certain offences against a supplier, its affiliates or first-tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the supplier is ineligible to enter, or is suspended from entering, a contract or real property agreement with Canada. The list of ineligible and suspended suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of suppliers.
- (c) In addition to all other information required, a Purchaser must provide the following:
- (i) by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - (ii) a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>.
- (d) Subject to section 5, by entering into the real property agreement, a Purchaser certifies that:
- (i) It has read and understands the *Ineligibility and Suspension Policy*;
 - (ii) It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - (iii) It is aware that Canada may request additional information, certifications, and validations from the Purchaser or a third party for purposes of making a determination of ineligibility or suspension;
 - (iv) It has provided a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;

- (v) None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first-tier subcontractors; and
 - (vi) It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- (e) Where a Purchaser is unable to provide any of the certifications required by paragraph 4, it must submit a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>.
- (f) Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the real property agreement that the Purchaser provided a false or misleading certification or declaration, Canada may terminate the real property agreement for default. Pursuant to the Policy, Canada may also determine the Purchaser to be ineligible for award of a real property agreement for providing a false or misleading certification or declaration.

ANNEX “A”

Adresse de courriel de l’Agent/E-mail Address of Officer: Saba.hasan@tpsgc-pwgsc.gc.ca	
Agent de la transaction immobilière/Officer Real Property Transaction Saba Hasan	
Numéro de la transaction immobilière/Real Property transaction number	
Direction générale/Branch: Services des biens immobiliers/Real Property Branch RES, APM, Ontario Region	
Real Property Accommodation and Portfolio Mgmt.	
Dénomination complète de l’offrant/Complete Legal Name of Offeror	
Adresse de l’offrant/Offeror’s address	
NEA de l’offrant/Offeror’s PBN number N/A	
Entité(s) en fonction de la nature du droit de propriété ou de la personnalité juridique (Utilisez le format - Prénom Nom) Entities according to the ownership nature (Use format - first name last name) Ou mettre la liste en pièce-jointe/Or put the list as an attachment	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
4. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
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9. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
10. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.

Autres Membres/ Additional Directors:

Cliquez ici pour entrer du texte. / Click here to enter text.

to Schedule "B"(Integrity Provisions)