

**Toronto Southeast Presbytery - 2017-2018**  
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**Toronto Southeast Presbytery  
Finance and Property Team Minutes  
Thursday, July 27, 2017 – 10 am  
by Conference Call**

**Present:** Nick Walker, (Chair), Fred Angus (Secretary). Joan Chinnery, Clyde Harris, Johmann Kwong, Alan Morson, Aubrey Peterson, Randy Stroud.

**Guests:** Fraser Holman, Chair of Board of Trustees, Leaside United Church  
Tom Carter, Vice-chair of Council, Leaside United Church

**Regrets:** David Phillips, Wayne White.

**Call to Order and Devotion:** This meeting was called at the request from Leaside United Church for Toronto Southeast Presbytery to approve the listing for sale of 16 Presteign Ave., Toronto, the site of the former Presteign-Woodbine United Church. Quorum being achieved, the Chair called the meeting to order and provided an opening prayer.

1. **Agenda:** Nick Walker asked if there was any additional business to be added to the agenda as circulated and hearing none, requested a motion to approve.

**MOTION:** Joan Chinnery / Aubrey Peterson to approve the agenda as circulated.

**CARRIED.**

2. **Approval of Minutes:** The Chair recommended that the approval of the team minutes from our June 12, 2017 meeting be deferred to our regularly scheduled meeting of September 11, 2017 and asked for a motion to defer.

**MOTION:** Johmann Kwong / Clyde Harris to defer the approval of the Finance & Property minutes of June 12, 2017 to our September 11, 2017 meeting.

**CARRIED.**

3. **Leaside United Church - Request from Leaside United Church (LUC) to list for sale the property at 16 Presteign Avenue, Toronto, the site of the former Presteign-Woodbine United Church (PWUC):** Documentation of the request to list the above-noted property for sale and other background information has been distributed with the agenda. Nick Walker welcomed the two guests from Leaside UC and invited them to add any information as they choose. Fraser Holman provided a brief introduction, noting that the LUC sales team of eight was headed by LUC member, Tom Carter. The LUC sales team issued a Request for Proposals to six real estate brokers on May 24, 2017 and by closing date, June 23<sup>rd</sup> 2017, had received five responses. Three brokers were selected for interviews and the team subsequently recommended that CBRE Limited be selected as the listing broker. This recommendation was endorsed by the LUC Council which then instructed the LUC Trustees to seek presbytery approval.

Tom Carter indicated that three LUC members, all experienced with the selling of property, will act as the LUC representatives empowered to deal with CBRE Limited. He also advised us about a few minor issues that have yet to be resolved. Tom then asked for questions from the Finance and Property Team members.

Alan Morson asked about the estimated selling price, noting that the listing agreement will be priced as an unpriced auction, (fair market value). Tom Carter provided us with a confidential selling price range, a figure dependent on the type of buyer. Alan had a further question about the type of buyer the LUC team would find of interest. Tom replied that the LUC sales representative were instructed to look for a fair market value (FMV) offer and to ignore any substantially discounted \$ offer it might

receive from a community centre or a similar type buyer. Alan had a later question about environmental concerns. Tom's response was that there were no apparent concerns at this time.

Randy Stroud had a question about the status of rental income at 16 Presteign Avenue and the carrying costs, (maintenance) of the property during the for-sale period. Tom Carter replied that no revenue would be forthcoming after May 31, 2017 since the property has now been staged for viewing. There is a custodian on site and there are sufficient internal funds available from the former PWUC cash reserves to cover carrying costs for six months. Randy later asked if the insurance carrier for the property had been notified about potential visitors to the site which might present a liability risk. An affirmative answer was received that the insurance carrier has been updated on proposed activities.

Aubrey Peterson had a question about the significance of the mid-October 2017 date reported in the background materials. A reply was received that it is the intention of the LUC sales team to cull all bids received by that date and to firm up responsible bids during a second bidding process. Nick Walker observed that this would not preclude the extension of the listing agreement beyond December 31<sup>st</sup> 2017, if so desired.

Nick Walker noted that an unsigned copy of a commercial listing agreement with LUC's real estate broker, CBRE Limited, and an authorized copy of the LUC Trustees' Resolution has been presented to Finance and Property for consideration. There being no further questions, and the Finance and Property team members having been made aware of the draft motion to approve, Nick called for its approval. subject to the LUC submission of a signed copy of the CBRE Listing Agreement, when completed, to Finance and Property – see Appendix A.

**MOTION RE REQUEST FROM LEASIDE UNITED CHURCH TRUSTEES TO LIST FOR SALE, 16 PRESTEIGN AVENUE, TORONTO, ON.**

**WHEREAS the congregation of Leaside United Church (LUC) meeting on December 4, 2016 agreed to merge with Presteign Woodbine United Church (PWUC) on June 10, 2017, AND**

**WHEREAS Toronto Southeast Presbytery has approved the merger of Leaside United Church and Presteign Woodbine United Church, AND**

**WHEREAS the congregation of PWUC has decided to sell its lands at 16 Presteign Avenue, Toronto, ON, AND**

**WHEREAS the congregations of Leaside United Church (LUC) and Presteign Woodbine United Church (PWUC) merged on June 10, 2017 to form a congregation now named Leaside United Church (LUC), AND**

**WHEREAS the governing body of LUC at its meeting on July 18, 2017 has directed the Trustees to enter into a listing agreement with CBRE Limited for the sale of said property and appointed a sales committee, AND**

**WHEREAS the Board of Trustees of LUC meeting on July 20, 2017 has requested the consent of Toronto Southeast Presbytery to list the property for sale, AND**

**WHEREAS the Finance and Property Team is mandated to act for Toronto Southeast Presbytery in matters of congregational property requiring Presbytery approval, AND**

**WHEREAS, the Finance and Property Team has received and reviewed the listing agreement and supporting documentation from the July 20, 2017 Trustees meeting,**

**IT IS MOVED by Alan Morson and SECONDED by Aubrey Peterson that Toronto Southeast Presbytery:**

1. Approves and consents to the listing for sale of the congregational lands at 16 Presteign Avenue, pursuant to the listing agreement with CBRE Limited, the terms of which include:
  - a. Listing period commencing September 5, 2017 and ending December 31 2017.
  - b. Commission of 4.0% of the gross sale price, and
  - c. The price of the property to be determined according to current market value, AND
2. Agrees to defer considering a final plan of disposition for the funds as required by the policy of the United Church of Canada (Manual 2016 G 2.3.2 e iii)), recognizing that a preliminary plan of disposition of assets has been submitted to Toronto Southeast Presbytery and that it cannot be finalized until the sale of the property closes, AND
3. Directs the Trustees of LUC to ensure that any Offer of Purchase and Sale following from this listing include the condition that it is subject to the approval of Toronto Southeast Presbytery of Toronto Conference of the United Church of Canada, AND
4. Notwithstanding clause 2 of this motion, directs the Governing Body of LUC to ensure that any plan of disposition for the funds provides for the reimbursement to Congregational and Trustees funds, of all costs accrued from operating the property at 16 Presteign Avenue prior to the closing of the sale.

**CARRIED.**

Nick Walker requested that a signed copy of the CBRE Limited Listing Agreement be submitted to Presbytery for archival purposes and that this copy will be treated as a confidential document. He thanked the Leaside UC representatives for their attendance and advised that since they were present for the discussion, and having heard the motion passed, they are aware of the decision and consequently there is no need for a formal notification. This decision, and the notes of the minutes pertaining thereto, will be posted to the Toronto Southeast Presbytery website at a later date.

4. There being no further business, the Chair declared the meeting be adjourned at 10:40 am and closed with a benediction.

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Nick Walker  
Chair

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Fred Angus  
Secretary

**Next Meetings:**

**Monday, September 11, 2017**

**4:00 pm to 6:30 pm**

**Devotion: Alan Morson**

**Monday, October 16, 2017**

**4:00 pm to 6:30 pm**

**Devotion: David Philips**

**Monday, November 13, 2017**

**4:00 pm to 6:30 pm**

**Devotion: Volunteer required**

**Monday, December 11, 2017**

**4:00 pm to 6:30 pm**

**Devotion: Volunteer require**



**Form 520**  
for use in the Province of Ontario

# Listing Agreement – Commercial

## Seller Representation Agreement

### Authority to Offer for Sale



This is a Multiple Listing Service® Agreement 

  
(Seller's Initials)

OR

This Listing is Exclusive

  
(Seller's Initials)

**BETWEEN:**

**BROKERAGE:** CBRE LIMITED

2005 Sheppard Avenue East Toronto (the "Listing Brokerage")

**SELLER(S):** The Trustees of the Leaside Congregation of The United Church of Canada (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 16 Presteign Avenue Toronto ON (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent, commencing at 12:01 a.m. on the 5th day of September, 2017

until 11:59 p.m. on the 31st day of December, 2017 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. }

  
(Seller's Initials)

In offer the Property for sale at a price of:

Offer on an "unpriced basis" (\$1.00), meaning a call for tender

Dollars (\$Cdn)

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):  
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 4% of the sale price of the Property or a reduced commission of 3.5% of the sale price of the Property should the buyer be represented by the Listing Brokerage or should there be no co-operating brokerage for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 1.5 % of the sale price of the Property or.....

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 30 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above only if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

~~In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.~~

All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER'S:



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- 4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to view the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have ~~sole and exclusive~~ authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act. subject to the approval of the Seller, acting reasonably.
- 6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property, save and except for any claims arising from the gross negligence or wilful act of the Listing Brokerage or co-operating brokerage.
- 8. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above. but no inspections
- 10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information <sup>from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.</sup>
- 11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.  
The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

authorized

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

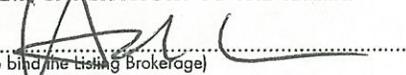
In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)
  (Does Not)

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act 2000, S.O. 2000, c17* as amended from time to time.
- 16. SCHEDULE(S)** A ..... and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**


 DATE Sept 17/17 ADRIAN LEE  
 (Authorized to bind the Listing Brokerage) (Name of Person Signing)

**THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

The Trustees of the Leaside Congregation of I  
 (Name of Seller)


 DATE 5 Sep 2017 416 425 1253  
 (Signature of Seller/Authorized Signing Officer) (Seal) (Tel. No.)

(Signature of Seller/Authorized Signing Officer) (Seal) DATE .....

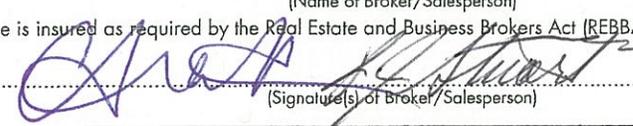
**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) (Seal) DATE .....

**DECLARATION OF INSURANCE**

The broker/salesperson Carol Trattner, Robert Stuart, Rick Brownridge  
 (Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

  
 (Signature(s) of Broker/Salesperson)

**ACKNOWLEDGEMENT**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the 5<sup>th</sup> day of September, 2017.


 Date: 5 Sep 2017  
 (Signature of Seller)

(Signature of Seller) Date: .....

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SCHEDULE "A"

Notwithstanding any other provision to the contrary contained in this Listing Agreement between The Trustees of the Leaside Congregation of The United Church of Canada and CBRE Limited for the sale of 16 Presteign Avenue, Toronto, the parties hereto agree as follows:

1. The CBRE listing team for this sale transaction shall be comprise of Carol Trattner, Bob Stuart and Rick Brownridge (the "CBRE Listing Team"). The CBRE Listing Team for this assignment shall solely represent the interests of the Seller, and shall not represent any other entity or individual as a Client with respect to this Property. The CBRE Listing Team may, however, provide Customer Service to a buyer who is not represented by another agent, subject to the restrictions and other provisions of this Listing Agreement.
2. The Seller agrees that sales representatives of CBRE Limited, other than members of the CBRE Listing Team, may represent potential buyers, as buyer representatives only; and, in this respect only, the Seller consents to a limited dual agency whereby CBRE Limited may act as a limited dual agent, provided that CBRE Limited, inclusive of but not limited to the members of the CBRE Listing Team, shall be required to maintain strict confidentiality in favour of the Seller with respect to all information, data and documents received from the Seller not specifically authorized for release, including (without limitation) the Seller's pricing intentions, corporate objectives, and motivation. In any event, such limited dual agency shall in no way derogate from, or diminish, the requirement that the fiduciary duties of the CBRE Listing Team shall be exclusively to the Seller, and the CBRE Listing Team shall only represent, and only act in the best interests of, the Seller.



**Toronto Southeast Presbytery  
Finance and Property Team Minutes  
Tuesday, August 15, 2017 – 4 pm  
by Conference Call**

**Present:** Clyde Harris, (Acting Chair), Fred Angus (Secretary). Joan Chinnery, Johmann Kwong, Alan Morson, Aubrey Peterson, David Phillips, Anne Shirley Sutherland (Staff Support),

**Guests:** Alan Bone, member of the sales team of Jubilee United Church, Bill Watson, Chair of Board of Trustees, Jubilee United Church

**Regrets:** Randy Stroud, Nick Walker, Wayne White.

**Call to Order and Devotion:** This meeting was called at the request from Jubilee United Church to Toronto Southeast Presbytery to approve the sale of 2 Norbert Road, Scarborough, the site of the former St. John's United Church. Quorum being achieved, Clyde Harris requested the approval by the Finance and Property Team that he, on the recommendation of the Team Chair, Nick Walker, act as the chair for this meeting. Consensus being achieved, Clyde called the meeting to order at 4:05 pm and provided an opening prayer.

1. **Agenda:** Clyde Harris asked if there was additional business to be added to the agenda as circulated and hearing none, requested a motion to approve.

**MOTION:** Johmann Kwong / Joan Chinnery to approve the agenda as circulated.

**CARRIED.**

2. **Approval of Minutes:** Clyde Harris recommended that the approval of the team minutes from our July 27, 2017 teleconference meeting be deferred to our regularly scheduled meeting of September 11, 2017 and asked for a motion to defer.

**MOTION:** Alan Morson / David Philips to defer the approval of the Finance & Property minutes of July 27, 2017 to our September 11, 2017 meeting.

**CARRIED.**

3. **Jubilee United Church - Request from Jubilee United Church (JUC) to approve the sale of its property at 2 Norbert Road, Scarborough, the site of the former St. John's United Church:** Documentation of the sales agreement for the above-noted property and other background information has been distributed with the agenda. Clyde Harris welcomed the two guests from Jubilee UC and invited them to add any information as they choose. Alan Bone provided a summary of the negotiations to date, noting that the JUC sales team recommended the sale of the property to another church organization. Although not the highest offer received, the sales team chose this offer because of ease of closure. Alan Bone opened the floor to questions.

Alan Morson had two questions: does the purchaser have adequate financing in place, noting that bankers tend to be reluctant to loan to churches; and, have the existing tenants at 2 Norbert Road vacated? Alan Bone's replied that the sales team has relied upon the representations from the purchaser church and has no additional assurance about its finances. In reply to the second question, the Korean church renting at 2 Norbert Road is still on site and has 11 months left on its lease. The Montessori school lease has been terminated.

Aubrey Peterson had a question about the JUC sales team's concerns with the offer to purchase from a developer, an offer at a price higher than the church deal. The JUC sales team discerned that the developer's primary goal, to build townhouses on the site, would not likely be looked at favourably by the City of Toronto and the developer's conditional offer could consequently be withdrawn. The developer's alternate build project, single family homes, could result in the developer

returning with another conditional offer at a reduced purchase price closer to what has been offered by the church. The JUC sales team's queries to other sources confirmed CBRE's (the listing sales broker) assessment that there are significant difficulties with proceeding an offer to purchase from the developer in question because of the municipality approvals required.

Other questions for clarity were received and answered.

Clyde Harris noted that all in attendance have been made aware of the draft motion to be put to the Finance and Property Team and called for its approval. The motion was introduced, and clarification questions entertained.

**MOTION RE REQUEST FROM JUBILEE UNITED CHURCH TRUSTEES TO APPROVE THE SALE OF 2 NOBERT ROAD, SCARBOROUGH**

**WHEREAS Toronto Southeast Presbytery at the June 12, 2017 meeting of the Finance and Property Team approved the listing for sale of the St. John's United Church (SJUC) lands at 2 Nobert Road, Scarborough, ON, AND**

**WHEREAS the congregations of SJUC and Jubilee United Church merged on July 1, 2017 to form Jubilee United Church (JUC), AND**

**WHEREAS the sales committee of JUC has determined a suitable purchaser and negotiated an Agreement of Purchase and Sale dated August 1, 2017 and said sale was approved by the governing body of SJUC on March 28, 2017, AND**

**WHEREAS the Trustees of Jubilee United Church (THE TRUSTEES) meeting on August 7, 2017, having been directed by the Governing Body to do so, have requested the consent of Toronto Southeast Presbytery to the sale of the church lands at 2 Nobert Road, Scarborough (APPENDIX A), AND**

**WHEREAS SJUC and JUC prepared a preliminary plan for the disposition of the proceeds of sale as contained in the Covenant Agreement between SJUC and JUC, approved at congregational meetings held on April 30, 2017, AND**

**WHEREAS the Finance and Property Team is mandated to act for Toronto Southeast Presbytery in matters of congregational property requiring Presbytery approval, AND**

**WHEREAS, the Finance and Property Team has received and reviewed the Agreement of Purchase of Sale and supporting documentation,**

**IT IS MOVED by Aubrey Peterson and SECONDED by Johmann Kwong that Toronto Southeast Presbytery,**

- 1. Approves and consents to the sale of 2 Nobert Road, Scarborough, the legal property description being Lots 193, 194, 195 and 196 RP 5042, City of Toronto, pursuant to the Agreement of Purchase and Sale (APS) dated August 1, 2017 and appended as APPENDIX B, the terms of which include but are not limited to:
  - a. The sale price of \$3,700,000;**
  - b. A conditional period ending August 31, 2017 in which the buyer is to satisfy its conditions set out in Schedule A, Clause 5 a) and Schedule C of the APS,**
  - c. Presbytery approval no later than September 7, 2017, and**
  - d. A title search be completed by October 17, 2017.****

- e. **A closing/completion date no later than October 30, 2017.**
2. **Directs THE TRUSTEES and/or Governing Body of JUC that a copy of the statements on closing setting out the proceeds of sale, commissions, legal fees, disbursement and settlement of obligations on closing, including reimbursement to Congregational and Trustees funds, specifically the Manse Fund, of all costs accrued from operating the property at 2 Nobert Road prior to the closing, be provided to the Finance and Property Team of Toronto Southeast Presbytery.**
  3. **Directs THE TRUSTEES to hold the balance of the net proceeds of sales after settlement of the reimbursements and/or loans set out in 2. above in secure accounts and investment instruments that are short term (not longer than 6 months or cashable on short notice) and that are not subject to capital loss until such time as a final plan of disposition is developed by JUC and approved by Toronto Southeast Presbytery, with any income earned paid out to THE TRUSTEES as income to be used to the benefit of JUC as the JUC Governing Body may direct, subject to the condition that investment statements as they become available be shared in a timely manner with the Finance and Property Team of Toronto Southeast Presbytery for the period ending December 31, 2017 and quarterly thereafter, until the final plan of disposition of assets is approved by Presbytery.**
  4. **Confirms its motion of June 12, 2017 in approving the listing of the property for sale, to defer receiving and considering a final plan of disposition for the funds as required by the policy of The United Church of Canada (Manual 2016 G 2.3.2), recognizing that there will have to be a further time of congregational discernment at Jubilee United Church and consultation with the Finance & Property Team of Toronto Southeast Presbytery, before the plan can be finalized and submitted to Presbytery for approval.**

**CARRIED.**

Clyde Harris requested that a signed copy of the Agreement of Purchase and Sale be submitted to Presbytery for archival purposes and that this copy will be treated as a confidential document. He thanked the Jubilee UC representatives for their attendance and advised that since they were present for the discussion, and having heard the motion passed, they are aware of the decision and consequently there is no need for a formal notification. This decision, and the notes of the minutes pertaining thereto, will be posted to the Toronto Southeast Presbytery website at a later date.

4. There being no further business, Clyde Harris declared the meeting be adjourned at 4:40 pm and closed with a benediction.

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Clyde Harris  
Acting Chair

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Fred Angus  
Secretary

**Next Meetings:**

**Monday, September 11, 2017**  
**Monday, October 16, 2017**  
**Monday, November 13, 2017**  
**Monday, December 11, 2017**

**4:00 pm to 6:30 pm**  
**4:00 pm to 6:30 pm**  
**4:00 pm to 6:30 pm**  
**4:00 pm to 6:30 pm**

**Devotion: Alan Morson**  
**Devotion: David Philips**  
**Devotion: Volunteer required**  
**Devotion: Volunteer required**

**Motion by the Trustees of Jubilee United Church for Sale of 2 Nobert Road**

Whereas the congregation of St. John's United Church, Scarborough has determined to sell its church building, and

Whereas St. John's United Church and Jubilee United Church merged on July 1, 2017 to form Jubilee United Church, and

Whereas, the governing body of Jubilee United Church has directed the Trustees to sell the property, and

Whereas the property has been offered for sale with the consent of Toronto Southeast Presbytery and a suitable offer of purchase and sale has been received,

We the Trustees of the congregation of Jubilee United Church, hereby request the consent of Toronto Southeast Presbytery:

- (1) To the sale of the church building, the legal description of which is Lots 193, 194, 195 and 196, Plan 5042, City of Toronto and the municipal address of which is 2 Nobert Road, Scarborough pursuant to the Agreement of Purchase and Sale (APS) dated August 1, 2017, attached, and subject to Presbytery approval, the terms of which are as follows:
  - a. A sale price of \$3,700,000,
  - b. A conditional period ending August 31, 2017 in which the buyer is to satisfy its conditions set out in Schedule A, Clause 5 a) and Schedule C of the APS,
  - c. Presbytery approval no later than September 7, 2017, and
  - d. A title search be completed by October 17, 2017.
  - e. A closing/completion date no later than October 30, 2017.
  
- (2) To the preliminary plan of disposition of the proceeds arising from the sale of 2 Nobert Road, as outlined in the Covenant Agreement between St. John's United Church and Jubilee United Church – "Planned Intention and Use of Capital Funds", recognizing that the plan may change due to further congregational discernment and consultation with the Finance & Property Team of Toronto Southeast Presbytery, before a final plan can be submitted to Presbytery for approval.

Certified to be a true copy of a resolution passed by the Trustees of the congregation of Jubilee United Church the 7<sup>th</sup> day of August, 2017.

  
Wilton R. Watts

Chairperson or Secretary,  
Board of Trustees  
Jubilee United Church

**OREA** Ontario Real Estate Association  
**Agreement of Purchase and Sale**  
Commercial

Form 500  
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 19th day of July 2017

**BUYER:** The Romanian Orthodox Church - St. John The Evangelist, Toronto  
(Full legal names of all Buyers) agree to purchase from

**SELLER:** The Trustees of Jubilee United Church of the United Church of Canada  
(Full legal names of all Sellers) the following

**REAL PROPERTY:**

Address: 2 Nobert Road

fronting on the West side of Nobert Road

in the City of Toronto

and having a frontage of 259.66 Feet more or less by a depth of 123.00 Feet more or less

and legally described as Lots 193, 194, 195 and 196 Registered Plan 5042, City of Toronto

Legal description of land including easements not described elsewhere: SEVEN (the "property")

**PURCHASE PRICE:** 3,700,000.00 Dollars (CAD) ~~3,500,000.00~~ 3,600,000.00

Three Million ~~Five~~ Hundred Thousand Dollars

**DEPOSIT:** Buyer submits Herewith (Herewith/Upon Acceptance/As otherwise described in this Agreement)

Two Hundred Thousand Dollars (CAD) 200,000.00

by negotiable cheque payable to: ~~Bank of Montreal Inc.~~ Seller's Solicitor in Trust  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B,C

**REVOCABILITY:** This offer shall be irrevocable by Buyer until 5:00 p.m. on the 2nd day of August after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of October.

See sch "A" clause 11  
Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Forest Hill Real Estate Inc.

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No (For delivery of Documents to Seller) FAX No (416) 226 3067 (For delivery of Documents to Buyer)  
 Email Address (For delivery of Documents to Seller) Email Address: marzoo1973@gmail.com (For delivery of Documents to Buyer)

4. **CHATELLS INCLUDED:** ORGAN, EXISTING SOUND AND VIDEO SYSTEMS AND SPEAKERS, UPRIGHT PIANO IN THE GYM, ALL CHAIRS LESS 50 TAKEN, 2 FILE CABINETS, ALL BENCHES IN SANCTUARY.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** BABY GRAND PIANO, UPRIGHT PIANO IN MILLER ROOM, 50 CHAIRS TO TAKE, FILE CABINETS 2 (MAIN OFFICE), SOME CUPBOARDS 2 (IN CHOIR ROOM)

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract, if applicable.

The Buyer agrees to cooperate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): *MP P.T. BA*

INITIALS OF SELLER(S): *WAW*

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 17th day of October 2017 (Requisition Date) to examine the title to the property at his own expense and until the earlier of (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Place of Worship) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **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 such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility, (c) any minor easements for the supply of domestic 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 which do not materially affect the use of the property, if within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any cash or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 24 and the Electronic Registration Act, S.O. 1997, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direct or executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada. (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be reassessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a reassessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): *MB P.H. CC BK*

INITIALS OF SELLER(S): *WPA*

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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein SIGNED, SEALED AND DELIVERED in the presence of

*[Handwritten Signature]*

IN WITNESS whereof I have hereunto set my hand and seal  
The Romanian Orthodox Church " St. John The Evangelist " Toronto

*[Handwritten Signature]*  
[Buyer/Authorized Signing Officer]  
[Buyer/Authorized Signing Officer]

July 19, 2017  
DATE July 19, 2017  
DATE July 19, 2017  
DATE July 19, 2017

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the broker(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the broker(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of

*[Handwritten Signature]*

IN WITNESS whereof I have hereunto set my hand and seal  
The Trustees of Jubilee United Church of the United Church of Canada

*[Handwritten Signature]*  
[Seller/Authorized Signing Officer]

DATE July 26, 2017  
DATE

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.C. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein

(Witness) (Spouse)

DATE

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 11:00 a.m. this 1st day of AUGUST 2017

*[Handwritten Signatures]*

**INFORMATION ON BROKERAGE(S)**

|  |                      |
|--|----------------------|
| Listing Brokerage CBRE LIMITED                           | Tel No: 416 494-0600 |
| Coop/Buyer Brokerage Forest Hill Real Estate Inc         | Tel No: 416 226-1967 |
| Mark Cowan and Nathalie Gheorghiu, Sales Representatives |                      |

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer

Seller: DATE  
Seller: DATE  
Address for Service: 2 Norbert Road  
Toronto Tel No  
Seller's lawyer: Address  
Email: Tel No FAX No

*[Handwritten Signature]* DATE Aug 1, 2017  
*[Handwritten Signature]* DATE  
Buyer's lawyer: Address  
Email: Tel No FAX No

**FOR OFFICE USE ONLY**

**COMMISSION TRUST AGREEMENT**

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLSP Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLSP Rules and shall be subject to and governed by the MLSP Rules pertaining to Commission Trust.

DATED at the date and time of the occurrence of the foregoing Agreement of Purchase and Sale  
*[Handwritten Signatures]*

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## SCHEDULE "A"

To be read with and form a part of the Agreement of Purchase and Sale between

The Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

## 1. Payment of Purchase Price

The Buyer herein shall pay the balance of the Purchase Price to the Seller as follows:

(a) The Buyer agrees to pay a Second Deposit of N/A Thousand Dollars to the Seller's Solicitor in trust immediately upon waiver or satisfaction of the Buyer's Conditions as set out in Paragraph 5 of this Schedule A to be held on the same terms and conditions as set out in Paragraph 2 of this Schedule;

(b) On the Closing Date, the Buyer agrees to pay the balance of the Purchase Price, subject to the usual adjustments (see Paragraph 11 of this Schedule A), to the Seller by electronic transfer or bank draft

2. The Seller and Buyer hereby authorize the Seller's Solicitor in trust to place all deposits in an interest bearing account or term deposit with all interest earned on such deposits to being absolutely to the Buyer unless the Buyer shall, by reason of the Buyer's default pursuant to the terms of this Agreement, forfeit the aforesaid deposit, in which event the Seller shall be entitled to retain all such interest earned

## 3. Seller Deliveries

- a) Within three (3) business days following acceptance of this Offer by both parties, the Seller shall provide the following information to the Buyer if in the Seller's possession or control (if the Buyer has not already received such information through the CBRE on-line data room):
- i) A copy of an existing survey of the Property dated August 24, 2015 prepared by Holding Jones Vanderveen Inc., Ontario Land Surveyors.
  - ii) Copies of any leases and rental agreements affecting the Property that, according to their terms, may continue after the Completion Date;
  - iii) Copies of any maintenance agreements or service contracts affecting the property that, according to their terms, may continue after the Completion Date;
  - iv) Copy of the MPAC Assessed Value as of January 1, 2016 and the Current Year Phased - in Assessment for the Property; and
  - v) Copies of any plans, as-built drawings, warranties, insurance coverage, planning reports, inspection reports and environmental reports with respect to the Property that are in the Seller's possession or control;

The information provided to the Buyer as set out in Paragraph 3 a) of this Schedule A shall constitute the "Seller Deliveries". The Seller makes no representation or warranty as to the truth, accuracy or completeness of the matters set out in any of the Seller Deliveries and the Buyer acknowledges that it must conduct its own investigations and due diligence to confirm such matters in connection with all of the Seller Deliveries

Initial of Buyer

Initial of Seller

Page 2 of Schedule "A"

To be read with and form a part of the Agreement of Purchase and Sale between

The Romanian Orthodox Church " St. John The Evangelist" Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

If the transaction contemplated pursuant to this Agreement is not completed for any reason, then the Buyer shall promptly return to the Seller all Seller Deliveries and copies thereof delivered or otherwise obtained pursuant to the provisions of this Agreement

- b) Within five (5) business days of acceptance of this Agreement by both parties the Seller covenants to deliver to the Buyer letters of authorization directed to the usual governmental and other authorities having jurisdiction over the Property to release any information and copies of documents in their possession regarding the Property provided that under no circumstances shall such letters of authorization require or permit inspection of all or part of the Property by such governmental and other authorities having jurisdiction
4. Capacity of Seller  
The Buyer acknowledges that the Church Trustees who comprise the Seller are executing this Agreement and all other documents relating to it in their capacities as Trustees appointed under the Trusts of Model Deed annexed as Schedule A to The United Church of Canada Act, S.O. 1925, chapter 125 (as amended) and not in their personal capacities and that such Trustees shall have no personal liability pursuant to this Agreement. In the event of default by the Seller, the Buyer's only recourse shall be limited to the assets held by the Seller as Trustees
5. Buyer's Conditions  
(a) Buyer shall have until 4:00 PM on the 30 day(s) following the acceptance of this Agreement by both parties (the "Condition Date") to satisfy itself in its sole and absolute discretion as to the following (the "Buyer's Conditions"):
- i) The Seller Deliveries;
  - ii) The results of any other engineering, environmental, consulting, planning review, building inspection, financial feasibility and other reports concerning the Property that the Buyer deems relevant, all, except for the Seller Deliveries, to be obtained at the Buyer's own expense
- (b) In the event that the Buyer, prior to the Condition Date, is not satisfied with the Buyer's Conditions the Buyer shall have the right to deliver notice in writing to the Seller at any time prior to the Condition Date terminating this Agreement in which event all deposit money together with any interest thereon shall forthwith be repaid without deduction to the Buyer and this Agreement shall become null and void and the parties hereto relieved of any obligation and liability hereunder
- (c) In the event notice in writing to the Seller waiving the Buyer's Conditions is not delivered on or before the Condition Date the Buyer's Conditions shall be deemed to have not been satisfied, in which event all deposit money together with any interest thereon shall forthwith be repaid without deduction to the Buyer and this Agreement shall become null and void and the parties hereto relieved of any obligation and liability hereunder

Initial of Buyer

*Handwritten initials: MS NP*

Initial of Seller

*Handwritten initials: WPN*

Page 3 of Schedule "A"

To be read with and form a part of the Agreement of Purchase and Sale between

The Romanian Orthodox Church " St. John The Evangelist" Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

(d) The Buyer and its representatives shall be allowed reasonable access to the Property during normal business hours, as required by the Buyer from time to time following acceptance of this Agreement by both parties, upon a minimum of 1 business day to the Seller and subject to the rights of any tenants under their leases and the Buyer shall be entitled to carry out such reasonable tests and inspections including environmental inspections and testing and geotechnical investigations, building audits, surveying and inspection work as the Buyer may deem necessary and prudent in the circumstances, all at the Buyer's sole expense, provided the Buyer shall be responsible for and shall correct expeditiously any damage caused by such inspections. The Seller shall be entitled to have a representative present during any tests that may result in damage to the Property. The Buyer also covenants to indemnify and save harmless the Seller from and against any liabilities, costs, losses or damages that the Seller may suffer or incur as a result of, or in connection with, the conduct of such tests and inspections by or on behalf of the Buyer or those for whom the Buyer is, in law, responsible. In the event of termination of this Agreement on or before the Condition Date, the deposit monies shall not be released to the Buyer until all such damage has been satisfactorily repaired or restored.

6. Buyer's Assumption of Leases and Contracts

The Buyer agrees that in the event that it waives the Buyer's Conditions set forth in paragraph 5 herein, that it shall assume on the Closing Date the leases and contracts which are listed in Schedule B and any other leases and other contracts which it confirms in writing to the Seller that it shall assume by providing notice in writing to the Seller on or before the Condition Date. The Seller and the Buyer shall cooperate in obtaining any consents required for the assumption of such leases and contracts by the Buyer. The Seller shall be responsible for the performance and payment of all of the Seller's obligations and covenants under such leases and contracts prior to the Closing Date and shall terminate and be responsible for all costs and expenses in all leases and contracts not assumed by the Buyer. The Buyer shall assume and be responsible for the performance and payment of all the Seller's obligations and covenants in the leases and contracts which it assumes from and after the Closing Date.

7. Assignment

The Buyer shall have the right at any time after waiver or satisfaction of the Buyer's Conditions to assign this Agreement and the benefit of all covenants herein contained subject to the prior written consent of the Seller, provided that, in the event of any such assignment, the Buyer shall remain jointly and severally liable with the assignee for the performance of all the covenants of the Buyer herein contained.

8(a) Closing Deliveries - Seller

On the Closing Date, the Seller shall deliver to the Buyer the following documents and other matters hereinafter set out, the delivery of which by the Seller is a condition of Closing, for the Buyer's sole benefit, which the Buyer may waive in whole or in part, by notice in writing to the Seller on or before Closing:

- i) An undertaking to readjust all items contained in the statement of adjustments.

Initial of Buyer 

Initial of Seller 

Page 4 of Schedule "A"

To be read with and form a part of the Agreement of Purchase and Sale between:

The Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

- ii) Such further deeds, acts, things, certificates and assurances as may be required in the opinion of the Buyer's solicitors, acting reasonably, for more perfectly and absolutely transferring, assuring to and vesting in the Buyer title to the Property, free and clear of any mortgage, lien, charge or encumbrance; and
- iii) An assignment of the tenant leases and contracts that the Buyer is assuming as provided herein in form and content satisfactory to the Seller, executed by the Seller.

8(b) Closing Deliveries - Buyer

On the Closing Date, the Buyer shall deliver to the Seller the following documents and other matters hereinafter set out, the delivery of which by the Buyer is a condition of Closing, for the Seller's sole benefit, which the Seller may waive in whole or in part, by notice in writing to the Buyer on or before Closing

- i) A Statutory Declaration that the Buyer is a registrant within the meaning of Part IX of the Excise Tax Act of Canada (the "Act") and that the Buyer's registration is in full force and effect;
- ii) Reasonable evidence of the Buyer's registration under the Act;
- iii) An Undertaking by the Buyer to remit any tax exigible under the Act in respect of this transaction and to indemnify the Seller against all loss, costs and damages resulting from the Buyer's failure to do so;
- iv) An Undertaking to readjust all items contained in the statement of adjustments;
- v) An agreement to accept the assignment of the tenant leases and contracts which the Buyer is assuming in the form described in Subsection 8(a)(iii) of this Schedule A, duly executed by the Buyer, and
- vi) A Statutory Declaration that the Buyer is not a non-resident of Canada within the meaning of the Income Tax Act.

9 Representations and Warranties

The Seller represents warrants and covenants to the Buyer that:

- (a) As of the date of this Agreement and at the Closing Date it has not received any notice of any proposed expropriation with respect to the Property or any part thereof.
- (b) The Trustees who constitute the Seller are the Trustees of ~~St. John's, Scarborough~~ <sup>Jubilee United Church</sup> Pastoral Charge of the United Church of Canada. The Trustees and Congregation are governed by the provisions of The United Church of Canada Act, 14-15 George V, chapter 100 and The United Church of Canada Act, S.O. 1925, chapter 125 as amended (the "Provincial Act") and the Trustees have been duly appointed pursuant to the Trusts of Model Deed annexed as Schedule A to the Provincial Act and are authorized to enter into this Agreement as the Seller and the Seller has obtained all church approvals required for the sale of the Property to the Buyer.

WPN  
Jubilee United Church  
WES  
BA cc

Initial of Buyer 

Initial of Seller 

Page 5 of Schedule "A"

To be read with and form a part of the Agreement of Purchase and Sale between

The Romanian Orthodox Church; "St. John The Evangelist" Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

10. As-Is, Where-Is

The Buyer acknowledges that the Property, including without limitation the structural elements, foundation, roof and appurtenances and the electrical, mechanical, plumbing and other systems and facilities of the building on the Property, is being purchased in as-is where-is with all faults condition as of the date of this Agreement and as of the Completion Date. The Buyer acknowledges that all or part of the Property has been used for church purposes and that the Seller makes no representation or warranty as to the fitness, potential uses, environmental condition or redevelopment potential of the Property. The Buyer is responsible for carrying out its own due diligence, searches, investigations and inspections in order to satisfy itself as to all matters concerning the condition of the Property.

11. Completion Date

This Agreement shall be completed on the 30th day of October, 2017 (the "Completion Date"). In the event that the Registry and/or Land Titles Office is not open for business on such date, closing shall take place on the next business day that the Registry and/or Land Titles Office is open for business.

12. Possession

On the Completion Date, the Seller shall deliver vacant possession of the Property to the Buyer subject to the rights of any tenant under its lease or rental agreement that is being assumed by the Buyer under the terms of this Agreement.

13. Leases and Contracts

From and after acceptance of this Agreement by both parties, the Seller shall not enter into or amend or vary any lease or contract with respect to the Property which may continue beyond the Completion Date, or consent to any extensions, renewals, sublets or assignments of any lease or contract which may result in the lease or contract continuing after the Completion Date without the prior written consent of the Buyer which approval may be given or withheld in the sole and absolute discretion of the Buyer.

14. Legal Advice

The parties to this Agreement acknowledge that the Listing Brokerage has recommended that they obtain advice from their legal counsel prior to signing this document. The parties further acknowledge that no information provided by the Listing Brokerage is to be construed as expert legal or tax advice.

15. Statutory Disclosure Requirements

The Buyer shall cooperate with the Listing and Co-operating Brokerages regarding such disclosures as may be required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and/or the Guidelines issued by the Financial Transaction and Reports Analysis Centre of Canada.

Initial of Buyer

Initial of Seller

Page 6 of Schedule "A"

To be read with and form a part of the Agreement of Purchase and Sale between

The Romanian Orthodox Church - St. John The Evangelist - Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

16 General

In the event of a conflict between the provisions of this Schedule A and the provisions elsewhere in this Agreement, the provisions of this Schedule A shall prevail

17 Client Representation

With respect to the Property, CBRE Limited represents the Seller, owes a fiduciary duty to the Seller and will be compensated by the Seller. As the Seller's representative, CBRE Limited may also introduce a buyer to the Seller, in which case the buyer shall receive customer service from CBRE Limited. While CBRE Limited represents the interests of the Seller, it will act in a fair, ethical and professional manner with a potential buyer.

IN WITNESS WHEREOF the Buyer has executed this Agreement of Purchase and Sale at Toronto this 19th day of July, 2017

SIGNED, SEALED AND DELIVERED

in the presence of

  
Witness

Buyer



Per

Antonel Marius Dumitru (Priest)  
Name Stefan Margarin (Priest)  
Title Cristian Constantin (Pres.)  
Bogdan Apostol (Vice Pres.)  
Marius Pinh (Secretary)

IN WITNESS WHEREOF the Buyer has executed this Agreement of Purchase and Sale at Toronto this 19 day of July, 2017.

SIGNED, SEALED AND DELIVERED

In the presence of

\_\_\_\_\_  
Witness

Seller: The Trustees of Jubilee United Church of the United Church of Canada

Per: \_\_\_\_\_  
Name  
Title:

Initial of Buyer



Initial of Seller





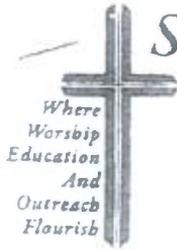
SCHEDULE "B"

To be read with and form a part of the Agreement of Purchase and Sale between:

**St. John's  
United Church**

The Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer); and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

LEASES AND CONTRACTS TO BE ASSUMED BY THE BUYER



Mr. Kill Kim  
Capstone Presbyterian Church  
2 Nobert Road  
Toronto, Ont. M1T 1C1

January 28, 2014

Dear Mr. Kim,

Please find enclosed four (4) copies of our new Letter of Agreement. Please have all four copies signed and return them to St. John's. Please note, we have added one additional note to Schedule A - number 8.

Thank you in advance for your assistance in our negotiations and we are glad to have you with us for another five years. All the best.

Sincerely,

Alan Dorman  
Chairperson, Property Committee

cc Ted Agnew  
Ian Manson  
Angie Morfidis

Ministry  
Staff Team

Rev. Dr. Ian Manson  
Minister  
imanson@stjohns-uc.com

Kelly Galbraith  
Director of Music  
kgalbraith@stjohns-uc.com

2 Nobert Road  
Toronto, ON  
M1T 1C1  
P (416) 491-1224  
F (416) 491-1761  
www.stjohns-uc.com

Initial of Buyer

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Where  
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Outreach  
Flourish

**St. John's  
United Church**

*SCHEDULE "B"*  
To be read with and form a part of the Agreement of Purchase and Sale between  
the Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

LEASES AND CONTRACTS TO BE ASSUMED BY THE BUYER

LETTER OF AGREEMENT

The Board of Trustees  
Capstone Presbyterian Church  
2 Nobert Road  
Toronto, Ontario M1T 1C1

January 28, 2014

The purpose of this letter is to document the discussions regarding the renewal of the Letter of Agreement between St. John's United Church ("St. John's") and Capstone Presbyterian Evangelical Congregation ("Capstone") dated September 17, 2009

1. The term of this Letter of Agreement is five years, commencing January 1, 2015 and ending December 31, 2019.
2. The Letter of Agreement governs the use of space at St. John's as defined in "Schedule A" attached herein.
3. For the use of the facilities as defined above, Capstone will make monthly payments to St. John's of \$2,110.33 plus cost of living adjustment for 2014. The rent for 2015 to 2019 will increase from the previous year by a cost of living adjustment.
4. The agreement may be cancelled by either party with one year's written notice.
5. Capstone must maintain their own tenants liability insurance coverage for both people and property (including building and contents).
6. Any signage for Capstone will be created and installed at their expense, and must be designed to be consistent with St. John's Signage, and installation will be subject to the approval of a St. John's representative.

*Ministry  
Staff Team*

*Dr. Ian Manson*  
Minister  
ianson@stjohns-uc.com

*Kelly Gallmash*  
Director of Music  
kelly.gallmash@stjohns-uc.com

Accepted and agreed on behalf of  
the Capstone Presbyterian  
Evangelical Congregation on  
the 27 day of APR, 2014 at Toronto. BY:

Accepted and agreed on behalf of  
St. John's United Church on the 28  
day of JAN, 2014 at Toronto. BY:

*[Signature]*  
Mr. Killiam  
Board of Trustees

*[Signature]*  
for Alan Dorman  
Chairperson, Property Committee  
St. John's United Church

2 Nobert Road  
Toronto, ON  
M1T 1C1  
P (416) 491-1224  
F (416) 491-1761  
www.stjohns-uc.com

Initial of Buyer

*[Initials]*

Initial of Seller

*[Initials]*

**SCHEDULE "B"**

To be read with and form a part of the Agreement of Purchase and Sale between

The Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer) and

The Trustees of Jubilee United Church of the United Church of Canada (Seller)

LEASES AND CONTRACTS TO BE ASSUMED BY THE BUYER

**SCHEDULE A**

This letter of agreement is for use of space between St. John's United Church and Capstone Presbyterian Evangelical Church.

**Exclusive Use of Space**

**Office and Storage:**

1. The Capstone Office, accessible all hours, except that St. John's will have access to space for cleaning, maintenance and building safety.
2. A lockable storage area has been provided in the gym.

**Regular Use of Space for Programs**

**Sunday Worship 12:30 pm to 6:00 pm**

1. Capstone may hold its weekly worship services on Sundays in the Sanctuary at 1:00 pm and 2:30 pm.
2. Capstone may enter the premises for set-up and preparation at 12:30 pm on Sundays.
3. The Gym, classroom, Fellowship room, Livingston Room and Meeting Room may be used Sundays, unless a space is needed by St. John's with advance notice for their congregational activities.
4. Sanctuary decoration will be put in place by St. John's.
5. The Grand Piano is to be used for worship. Capstone will share in the tuning costs.
6. The Organ may be available with the permission of the Director of Music.
7. The Sound System and multi-media system will be available for use with any upgrade costs being shared by both congregations.
8. St. John's will vacate the Muller Fellowship Room at 12:45 pm on Sundays.

**Wednesday Evening Bible Study 7:00 pm to 9:00 pm**

1. Sanctuary
2. Sunday School Room

**Weekend Activities**

1. Friday night various activities may be planned, with the group meeting in the gym, fellowship room, Sanctuary or classroom, as needed and based on room availability.
2. Saturday Morning Prayer Service. 6:00 am to 8:00 am. Fellowship room for the English Prayer Service. Sanctuary for a Korean Prayer Service.
3. EM Worship Team: Normally held Saturday Evenings in the Sanctuary from 6:00 pm to 9:00 pm.

Initial of Buyer

Initial of Seller

**SCHEDULE "B"**

To be read with and form a part of the Agreement of Purchase and Sale between

The Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer) and

The Trustees of Jubilee United Church of the United Church of Canada (Seller)

**SCHEDULE A CONTINUED**

**LEASES AND CONTRACTS TO BE ASSUMED BY THE BUYER**

**Kitchen Use**

1. The small kitchen may be used at any time by Capstone. This room is shared by all user groups at St. John's
2. The large kitchen may be used. Capstone has their own kitchen equipment and supplies
3. Lockable storage cabinets and keys have been provided in the main kitchen.

**OTHER ITEMS**

**Building Security**

1. Capstone has been provided with keys, an alarm system code and alarm card
2. Capstone is to ensure that the building is secured and the alarm activated before leaving.

**Internet Access**

1. Capstone will be able to access the internet through our service provider

**St. John's Regular Special Events**

1. There are regular events at St. John's that could affect the availability of space for Capstone's use. The St. John's Administrator will ensure that Capstone is made aware of any events not listed in the annual times and events calendar

**Capstone Special Events**

1. The church may be available for weddings, funerals or special services or activities for the congregation. All weddings or any funerals for individuals outside of the Capstone congregation held at St. John's would be expected to make a donation of \$250.00 to St. John's

Initial of Buyer

*Handwritten initials: AM, MS, PP, RA, CC*

Initial of Seller

*Handwritten initials: WPN*

Where  
Worship  
Education  
And  
Outreach  
Flourish

**St. John's**  
United Church

**SCHEDULE "B"**  
To be read with and form a part of the Agreement of Purchase and Sale between  
The Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

LEASES AND CONTRACTS TO BE ASSUMED BY THE BUYER

November 24, 2015

Sunshine Montessori School  
10 Boniface Avenue  
Kitchener, Ontario  
N2C 1L9

Please note that this  
tenant has vacated  
and hence there is no  
lease agreement in  
place.

*(Handwritten initials: MSJ, MP, BA, CC)*

The following is the rental agreement between St. John's United Church and Sunshine Montessori School for the portion of the church property as described

1. The term of the lease will run from December 1, 2015 to December 31, 2020.
2. The lease may be cancelled by either party with three months written notice.
3. The rent is \$34,000 per year, payable in advance - \$3,000 per month except for July and August of each year, when the rent will be \$2,000 per month.
4. The school has exclusive use of the Livingston Room, Muller Room, Calvin Room, and Meeting Room, Monday through Friday until 7:00 pm.
5. The school has the shared use of all public washrooms, large kitchen, storage spaces as designated, and the gym.
6. The church will, at its own expense, clean the premises and provide heat and light.

The lease is with Sunshine Montessori School. If the school is sold or transferred, the termination provisions of the lease still exist in the contract.

The tenant requires written consent from the church for any assignment of the lease

There are times when the church will require adjustments to be made to the space use for weddings and funerals. The church will do its best to minimize the number of such requests.

St. John's United Church and Sunshine Montessori School wish one another ongoing success in their respective ventures, and look forward to continuing a respectful and harmonious working relationship

Ministry  
Staff Team  
Rev. Dr. Ian Manson  
Ministry  
manson@stjohns-uc.com

Kelly Galbraith  
Director of Music  
kg@stjohns-uc.com

2 Nobert Road  
Toronto, ON  
M1T 1C1  
P (416) 491-1224  
F (416) 491-1761  
www.stjohns-uc.com

*(Signature of Alan Dorman)*  
Mr. Alan Dorman  
Chair, Property Committee

Mrs. Roshmina Shami  
Head of Schools

Initial of Buyer  
*Fahareen*

*(Signature of Roshmina Shami)*  
Initial of Seller

*(Handwritten initials: WPA)*

**SCHEDULE "B"**

To be read with and form a part of the Agreement of Purchase and Sale between:

The Romanian Orthodox Church "St. John The Evangelist" Toronto (Buyer) and

The Trustees of Jubilee United Church of the United Church of Canada (Seller)

LEASES AND CONTRACTS TO BE ASSUMED BY THE BUYERMemorandum of Understanding

November 24, 2015

This is to acknowledge notice from Sunshine Montessori that, on Friday December 4, a Ministry of Education advisor is scheduled to inspect the St. John's building's space, kitchen, classrooms, equipment, storage spaces, outdoor space, lighting and temperature, to ensure that they meet the government licensing standards outlined in the Child Care Early Years Act 2014 (CCEYA) and Ontario Regulation 137/15.

In preparation for this visit, the following tasks will be completed on or before November 30 by St. John's United Church:

- All furnishings, except the refrigerator and desk, will be cleared from the Meeting Room.
- All items in the Muller Room, except the two bookcases on the north end, will be moved toward the piano, and a divider/partition will be in place to conceal the items from the children
- Cubbies will be finished and ready to use.
- Temperature will be maintained at 20 degrees Celsius

Sunshine Montessori also agrees to reimburse \$350 to St. John's to cover the construction costs of the cubbies in which the children's clothing will be placed

Yours sincerely,

Mr. Alan Dorman  
Chair, Property Committee

Initial of Buyer

Initial of Seller

**OREA** Ontario Real Estate Association  
Form 505  
for use in the Province of Ontario

**Schedule C**  
**Agreement of Purchase and Sale - Commercial**

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

**BUYER,** The Romanian Orthodox Church, "St. John The Evangelist" Toronto

**SELLER,** The Trustees of Jubilee, United Church of the United Church of Canada

for the purchase and sale of 2 Nobert Road

dated the 19th day of July

2017

*WPN* This Offer is conditional upon the buyer or buyers solicitor inspecting and approving the real property, doing his own due diligence to his own and absolute satisfaction unless the buyer gives notice in writing delivered to the Seller within ~~30 days (excluding Saturdays, Sundays and Statutory Holidays)~~ *30 calendar days* from acceptance of this Offer, failing which, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of 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.

*WPN* This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new First 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 within ~~30 days (excluding Saturdays, Sundays and Statutory Holidays)~~ *30 calendar days* from acceptance of this Offer, failing which, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of 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.

**Seller's Conditional Legal Review**

This Offer is conditional upon the Seller's solicitor reviewing and approving this Agreement of Purchase and Sale within seven (7) calendar days from acceptance of this Offer, in its sole and absolute discretion. Unless the Seller gives notice in writing to the Buyer within this time period that this condition has been satisfied, the Offer shall be null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is inserted for the sole benefit of the Seller and may be waived by it at any time by providing notice in writing to the Buyer within the time period stated herein.

**Sellers Condition on Presbytery Approval**

This Offer is conditional upon the Seller obtaining Presbytery approval within thirty-seven (37) calendar days from acceptance of this Offer, in its sole and absolute discretion. Unless the Seller gives notice in writing to the Buyer within this time period that this condition has been satisfied, the Offer shall be null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is inserted for the sole benefit of the Seller and may be waived by it at any time by providing notice in writing to the Buyer within the time period stated herein.

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

INITIALS OF BUYER(S): *[Handwritten initials]*

INITIALS OF SELLER(S): *[Handwritten initials]*

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Forest Hill Real Estate Inc

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# Confirmation of Co-operation and Representation



## Form 320

for use in the Province of Ontario

**BUYER:** The Romanian Orthodox Church " St. John The Evangelist " Toronto

**SELLER:** The Trustees of Jubilee United Church of the United Church of Canada

For the transaction on the property known as: 2 Nobert Road

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, or a prospective seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

### 1. LISTING BROKERAGE

- a)  The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
  - 1)  The Listing Brokerage is not representing or providing Customer Service to the Buyer.  
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - 2)  The Listing Brokerage is providing Customer Service to the Buyer.
- b)  **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
  - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
  - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - The price the Buyer should offer or the price the Seller should accept;
  - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

### 2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
  - by the Seller in accordance with a Seller Customer Service Agreement
  - or:  by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

*Handwritten initials: M.R., P.R., BA, CC*  
**BUYER**

*Handwritten initials: N, NG*  
**CO-OPERATING/BUYER BROKERAGE**

*Handwritten initials: wfn*  
**SELLER**

*Handwritten initials: [Signature]*  
**LISTING BROKERAGE**

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a)  The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b)  The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c)  The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer

CO-OPERATING BROKERAGE- COMMISSION:

- a)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property  
     1.5% of the sale price. to be paid from the amount paid by the Seller to the Listing Brokerage.  
     (Commission As Indicated In MLS® Information)
- b)  The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage (e.g. The Co-operating Brokerage represents more than one Buyer offering on this property)

Commission will be payable as described above, plus applicable taxes

COMMISSION TRUST AGREEMENT If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Forest Hill Real Estate Inc.  
(Name of Co-operating/Buyer Brokerage)  
500 Sheppard Avenue East #201, Toronto, Ontario M2N 6H7

Tel: (416) 226-1987 Fax: (416) 226-3067  
Date: July 19, 2017  
Authorized to bind the Co-operating/Buyer Brokerage  
Mark Cowan and Nathalie Gheorghiu, Sales Representatives.  
(Print Name of Broker/Salesperson Representative of the Brokerage)

CBRE LIMITED  
(Name of Listing Brokerage)  
Tel: (416) 494-0600 Fax:  
Date: 07/21/17  
Authorized to bind the Listing Brokerage  
ADRIAN LEE  
(Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

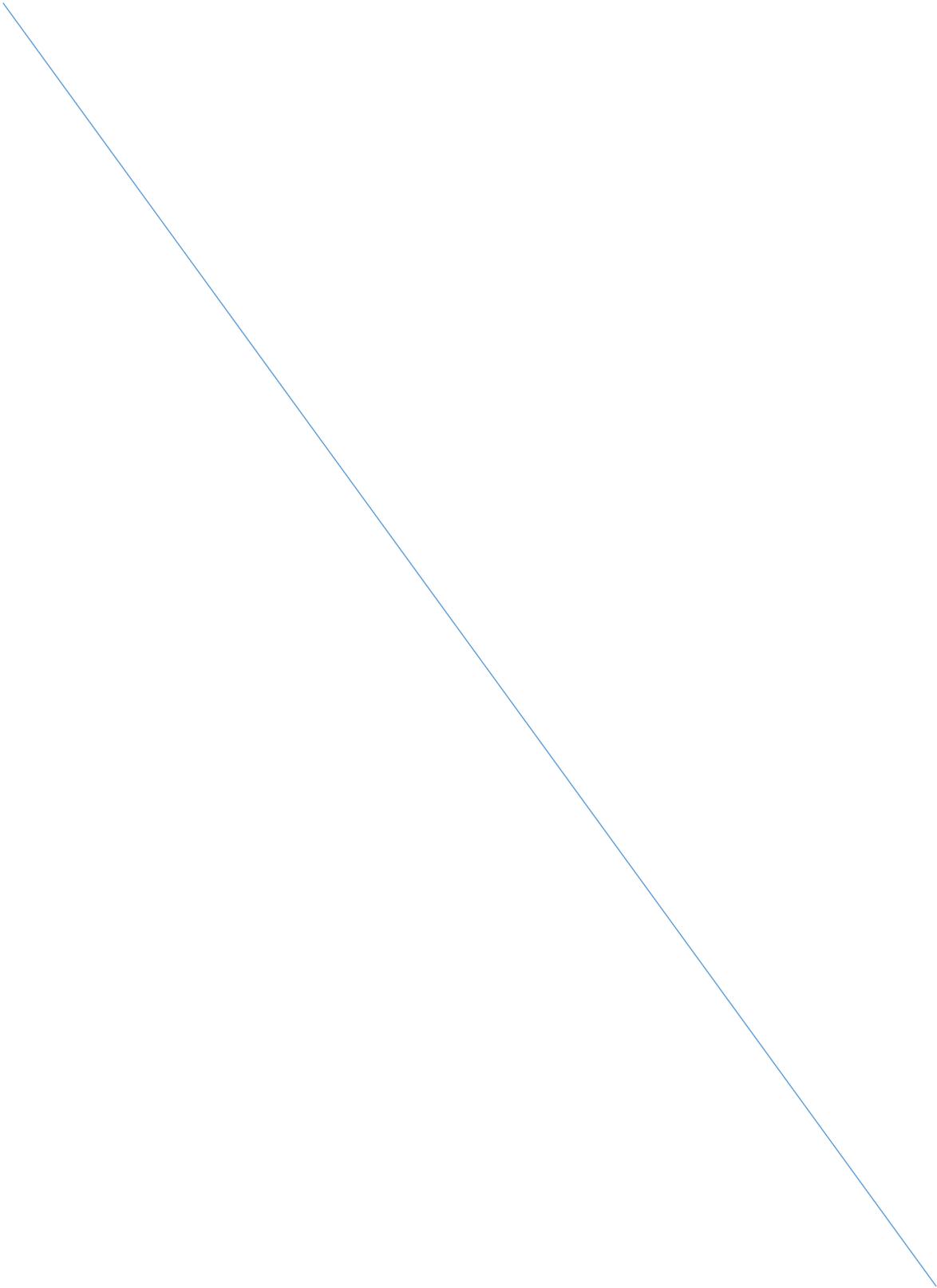
ACKNOWLEDGEMENT

I have received, read, and understand the above information. July 19, 2017  
(Signature of Buyer) Date: July 19, 2017  
(Signature of Buyer) Date: July 14, 2017  
(Signature of Buyer) Date: July 19, 2017  
(Signature of Buyer) Date: July 19, 2017

(Signature of Seller) Date: July 28, 2017  
(Signature of Seller) Date:

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**Toronto Southeast Presbytery  
Pastoral Relations and Ministry Support Team  
Minutes of the Meeting held on September 6, 2017, 6:30 p.m.**

**Chair:** Ian Manson      **Note taker:** Beth Moore

**Present:** Beverley Bennett, Diane Bennett-Jones, Ian Manson, Beth Moore,  
Edith-Ann Shantz

**Staff:** Anne Shirley Sutherland

**Regrets:** Larry Beech, Anne Hepburn

**1. Call to Order:**

Ian Manson called the meeting to order at 6:45 pm and opened the meeting with prayer. He asked Team members to reflect on whether they had experienced a moment of illumination over the summer. The agenda was reviewed and accepted.

**2. Minutes of Meetings of June 7, 2017 and July 25, 2017**

**MOTION:** Beth Moore/Diane Bennett-Jones. Moved that the minutes of the July 25, 2017 meeting be approved.

**CARRIED.**

**MOTION:** Beth Moore/Edith-Ann Shantz. Moved that the minutes of the June 7, 2017 meeting be approved.

**CARRIED.**

**3. Leaside United Church – Short Term Supply**

- a) TC 410 ST – Short Term Supply Request
- b) TC 425 PD – Position Description

The Team was advised that Leaside United Church had requested the appointment of a short-term supply Minister for 17 weeks, beginning in mid-November, during their Minister's maternity leave.

**MOTION:** Edith-Ann Shantz/Beverley Bennett. Moved that the request for short-term supply at Leaside United Church be approved and that the Toronto Conference Settlement and Pastoral Relations Committee be requested to appoint a liaison to assist the congregation in its search.

**CARRIED.**

**MOTION:** Edith-Ann Shantz/Beverley Bennett. Moved that the position description for the short-term supply position at Leaside United Church be approved.

**CARRIED.**

**4. Dewi Sant United Church – Short Term Supply**

- a) TC 410 ST – Short Term Supply Request – 20 hours per week
- b) TC 425 PD – Position Description

The Team was advised that Dewi Sant United Church would need short term supply ministry while they complete the vacancy paperwork required for a call and that Don Bell was to be appointed to the supply position.

**MOTION:** Diane Bennett Jones/Beverley Bennett. Moved that the request for short-term supply at Dewi Sant United Church be approved and that the Toronto Conference Settlement and Pastoral Relations Committee be requested to appoint a liaison to assist the congregation in its search.

**CARRIED.**

**MOTION:** Diane Bennett-Jones/Beverley Bennett. Moved that the position description for the short-term supply position at Dewi Sant United Church be approved.

**CARRIED.**

**5. Hope United Church – Naming Co-Supervisors**

Anne Shirley Sutherland advised that Brian Stevens is now licensed to perform the sacraments during his appointment at Hope United Church but that a Pastoral Charge Supervisor is needed to attend Board meetings and perform the other responsibilities of a Pastoral Charge Supervisor. Malcolm Spencer has been acting as the Pastoral Charge Supervisor but needs some support.

**MOTION:** Edith-Ann Shantz/Diane Bennett-Jones. Moved that Rev. Robin Wardlaw be appointed as Co-Pastoral Charge Supervisor of Hope United Church with Rev. Malcolm Spencer.

**CARRIED.**

**6. Jubilee United Church – TC 425 PD - Change to Position Description (Anne Dionisio)**

Ian Manson advised that Jubilee United Church had requested a change in Anne Dionisio's position description to reduce her hours, with the reduction affecting the areas of spiritual development and worship. He noted that with the change her ministry the main focus of her work will be on the ministry to children and youth.

**MOTION:** Beverley Bennett/Edith-Ann Shantz. Moved that the revised position description for the ministry to children and youth at Jubilee United Church be approved.

**CARRIED.**

7. **St. Matthew's United Church – TC 425 PD – Position Description - Pastoral Care Support**

Anne Shirley Sutherland advised that Betsy Anderson, a congregational designated Minister, is undertaking pastoral care work at St. Matthew's United Church and that the congregation had requested approval of her position description for a 30 hour per month position.

**MOTION:** Beth Moore/Beverley Bennett/Edith-Ann Shantz. Moved that the revised position description for the pastoral care ministry at St. Matthew's United Church be approved.

**CARRIED.**

8. **Ongoing/Upcoming and Grid**

The grid was reviewed and Anne Shirley Sutherland responded to some questions.

9. **Ministry Articulation Profiles**

Anne Shirley Sutherland provided the following Report on the status of MAP preparation in the Presbytery:

In Process: Beach, Dewi Sant, Glen Rhodes (part of East End), Fairlawn Ave.

Holding: West Hill

Not Started: Alpha Korean, Dentonia Park, Deutsche, Hope, Knob Hill, Lawrence Park, Manor Road, Rosedale, Tamil UC Mission, The Donway Covenant

She noted that Lawrence Park and Rosedale have done strategic plans that will be turned into MAPs.

Anne Shirley recommended that the approval of MAPS be transferred from the Congregational Health Team to the PRMST since they are generally being done in connection with a change of pastoral relations now that most congregations have completed their first one. Janet Marshall is now being engaged by the Presbytery to assist congregations with their MAPs rather than having Conference liaisons appointed. Ian Manson will be working with the Congregational Health Team, while Anne Shirley will be continuing to be responsible for the pastoral relations portfolio and for MAPs, other than second and third stage (follow up) MAPs, which will fall under Ian's area of responsibility. The Team agreed to this recommendation.

10. **Voluntary Associate Ministers - Activity**

It was noted that there were currently 24 VAMs. The list was reviewed and there were no questions.

11. **Chaplaincy Position** – Ian Manson observed that Michael Cottrell had reported that he had not received calls for his services. Ian suggested that if the position is not being used, the funds could be used to hold one or more workshops dealing with self-care for clergy. Anne Shirley Sutherland advised that the Congregational Health Team had reviewed the list of congregations and had asked Michael Cottrell to follow up with some Ministers to check in on them to see if they needed support. Ian agreed to touch base

with Michael Cottrell to seek his feedback and suggestions. The Congregational Health Team is considering their future directions and work.

#### 12. Next Chair of PRMST

Since Ian Manson is beginning a staff position as Mission Animator as of October 1, 2017, he can no longer chair the Team so a new Chair is required and Nominations (Randy Naylor and Lynella Reid-James) have been notified that it will need to seek a new Chair. Diane Bennett-Jones agreed to consider accepting the position.

#### 13. Other Business

Beth Moore advised that she had received the following response from Alan Hall, General Council Office staff, to her inquiry concerning the status of the review of housing allowances for the Presbytery:

“Cost of Living Group minimum compensation standards. A triennial review was identified in the development of the model. Moving into the third year a review would normally be happening now. However, the Permanent Committee on Ministry and Employment Policies and Services decided that reviewing and potentially changing levels before all pastoral charges have transitioned to the model (they have until June 2018) is problematic. We are also aware from a cursory review of the data that while it was anticipated that there would be some shifts from review to review, this more recent market has had a much wider impact, up and down, than can be readily incorporated into an update. The Permanent Committee has struck a task group to revisit aspects of the model so that we are better placed to review the cost of living groups in 2019.

For those going into new calls or appointments now it is incumbent upon them, and upon presbyteries/Conferences supporting the ministry personnel and pastoral charges, to take in consideration, as outlined in the workbook, any market or regional condition changes that impact the cost of living.

Hope this is helpful. I've copied Lee Corlett who is overseeing the compensation programme.”

#### 14. Fall Meeting Schedule

It was agreed that we would hold conference call meetings at 6 pm on Wednesday, October 4 and Wednesday, November 1 and meet at the Presbytery office at 6 pm on Wednesday, December 6, beginning with a pot luck supper, and invite the Congregational Health Team to join us for that meeting. The spring meeting schedule will be established later in the fall.

There being no further business, at 8:15 pm the Chair declared the meeting adjourned.

---

Ian Manson, Chair

---

Beth Moore, Secretary

**Finance and Property Team Minutes  
Monday, September 11, 2017 – 4 pm  
Toronto Southeast Presbytery Office**

**Present:** Nick Walker (Chair), Fred Angus (Secretary), Joan Chinnery, Clyde Harris, Johmann Kwong, Alan Morson, Aubrey Peterson, Randy Stroud, Wayne White, Anne Shirley Sutherland (TSP staff support).

**Regrets:** David Phillips.

Quorum was achieved. There was a special welcome to Wayne, back after a brief illness.

**Call to Order and Devotion:** Nick called the meeting to order at 4:05 pm and invited Alan Morson to lead us in a devotion. Alan's topic was the use of symbols as shortcuts to our message. Marshall McLuhan famously said, "the medium is the message". He was suggesting that the form of a message determines the way in which that message is perceived. Symbols in use might be personal or institutional. Alan reflected on recent news events and the perception we have, looking through an early 21<sup>st</sup> Century lens. Symbols that once were thought as favourable may no longer be seen in the same light. Is there a difference between honouring the past or remembering the past; or are they mutually exclusive? Alan's reflections were targeted to our group by the question - should small congregations be permitted to loosely dispose of assets accumulated over many years? Alan closed his devotion with a prayer about the dynamics of a group discernment and decision-making process, and a plea to help us understand the clear meaning of our messages and the tipping points in their acceptability.

**Order of the Day Saint Luke's United Church:** The Chair reported that our guest from Saint Luke's United Church had arrived early and suggested that we suspend the agenda order and hear the presentation by Bob Keel on behalf of the Board the Trustees of Saint Luke's UC. This item was originally scheduled as Item 6 (i) of the agenda. Hearing no objection, the Chair invited Bob Keel, Co-Chair of the SLUC Board of Trustees, to speak.

**6. (i) Order of the Day, Saint Luke's United Church, (SLUC):** Presentation by Trustees of Saint Luke's United Church and request for approval to utilize the \$325,000 Manse Funds as bridge financing until the Option's for Homes Project is approved.

Most of the Finance and Property Team members are familiar with the SLUC Options for Homes Project which received Presbytery approval October 7, 2013. Bob Keel explained that there has been a significant delay in implementing the development agreement with Options for Homes Non-Profit Corporation because that portion of the SLUC property required to be demolished is designated as a historical property and a demolition permit cannot be granted without City Council's approval. The Heritage Preservations Services, part of the City Planning Division, has not endorsed the project. Despite the support of SLUC's local councillor, Pam McConnell; her untimely death July 7, 2017, has exacerbated the delay and it is anticipated that nothing further will happen until the City appoints a replacement to her office.

SLUC is short of operating funds and is requesting a release of its manse fund restriction to use the fund as bridge financing until its redevelopment project receives City approval. Questions were asked about SLUC's current financial position and a May 31, 2017 financial statement was submitted to the Chair in response. The Secretary, Fred Angus, was requested to circulate a copy of this financial statement to team members. This financial statement is not intended to be appended to these minutes.

A draft motion to approve the use of capital from Saint Luke's manse fund, having been previously circulated to the Finance and Property team members, was called for consideration.

**MOTION RE: SAINT LUKES UNITED CHURCH REQUEST TO USE CAPITAL FROM  
MANSE FUND TO FUND A PROPERTY RENOVATION PROJECT**

**WHEREAS** the Trustees of Saint Luke's United Church have requested by formal resolution of September 3, 2017 (see motion attached as Appendix A) that Toronto Southeast Presbytery consent to the use of approximately \$325,000 held in the Manse Fund (endowment/restricted) for use in the funding of the proposed property renovation project, which project was approved by the Finance and Property Team on October 7, 2013, and also approved on November 10, 2014 an Agreement of Purchase & Sale of a portion of the Property with Options for Homes, and

**WHEREAS** a representative of said Trustees has provided information and made representations to the Finance and Property Team in support of this request, and

**WHEREAS** the Finance and Property Team acts for Toronto Southeast Presbytery in matters falling under section C 3.5 of the Manual 2016,

**IT IS MOVED BY** Joan Chinnery and **SECONDED** by Johmann Kwong that Toronto Southeast Presbytery:

1. Consents to the request of the Trustees of Saint Luke's United Church to utilize funds in an amount of approximately \$325,000 from its Manse Fund in the funding of the proposed property renovation program, and
2. Directs the Trustees of Saint Luke's United Church, to apply at least 50% of any new unrestricted capital funds received in the future by Saint Luke's United Church to the Manse Fund, until such time as the capital amount of the Manse Fund is restored to its value of approximately \$325,000, with the understanding that the additional funds restored to the Manse Fund shall be restricted in their use, as was the condition placed on the original Manse Fund.

**CARRIED.**

Nick Walker thanked Bob Keel for his attendance and advised him that Presbytery's consent to the SLUC request will be evidenced by these minutes. Bob left the meeting and the Chair indicated that we would return to the agenda which is yet to be approved.

1. **Agenda:** The Chair asked if there were any additions to the agenda as circulated and seeing none, recognized that there is consensus to proceed.
2. **Correspondence:** The Chair reported two items received in August.
  - **PTCC memo and reports – Presbytery Fund Balances Jan. 1, 2017 and revised 2016 Net Annual Income available in 2017:** Circulated by Clyde Harris
  - **PTCC President's Report 2016 – 2017 & PTCC Investment Summary 2016:** Circulated
3. **Approval of Minutes:** The Chair asked if there were any corrections to the June 12, 2017 minutes as circulated. Alan Morson indicated that a correction was required to Item 7 (iv), Draft Policy 2017-002, Manse Funds held by Congregations. The second sentence should be removed. The Secretary indicated that he had already corrected the minutes but the corrected copy had not made its way to distribution to the team members. The Chair, noting the correction, requested a motion to approve.

**MOTION:** Fred Angus / Aubrey Peterson to approve the Finance & Property minutes of June 12, 2017 as corrected.

**CARRIED.**

The Chair asked if there were any corrections to the minutes of July 27, 2017 and seeing none, requested a motion to approve.

**MOTION:** Fred Angus / Alan Morson to approve the Finance & Property minutes of July 27, 2017 as circulated.

**CARRIED.**

The Chair asked if there were any corrections to the minutes of August 15, 2017 and seeing none, requested a motion to approve.

**MOTION:** Fred Angus / Aubrey Peterson to approve the Finance & Property minutes of August 15, 2017 as circulated.

**CARRIED.**

**4. . Treasurer's Report:**

- i. **Presbytery Financial Statement – 2017 to August 24:** - Clyde Harris submitted a 2017 interim financial report as at August 24<sup>th</sup> for discussion. It will be presented by Executive to Plenary September 19, 2017.
- ii. **Presbytery Assessments to August 31, 2017:** A formal report was not available. Clyde indicated that most assessments were current and that he intended to follow up those in arrears.

The Chair noted that guests from Jubilee United Church had arrived and suggested that we move to Item 6 (ii) on the agenda,

**6. Other Business:**

- ii. **Order of the Day, Jubilee United Church (JUC)** - Presentation by Trustees of Jubilee United Church and request for approval of an Agreement of Purchase & Sale (APS) with developer, Solex Corporation, as a result of a previous APS, (approved August 15<sup>th</sup>), with SJTET church, (full church identity withheld), withdrawn due to lack of financing. Nick Walker welcomed the Jubilee representatives; Alan Bone, Jubilee Sales Team, and John Mozas, Jubilee Trustee, to our meeting and asked them to provide an update on the sale of 2 Nobert Road, Scarborough, the site of the former St. John's United Church.

Nick Walker noted that all in attendance have been made aware of the draft motion to be tabled and called for its approval. The motion was introduced, and clarification questions entertained.

**MOTION RE REQUEST FROM JUBILEE UNITED CHURCH TRUSTEES TO APPROVE THE SALE OF 2 NOBERT ROAD, SCARBOROUGH TO A NEW BUYER**

**WHEREAS Toronto Southeast Presbytery at the June 12, 2017 meeting of the Finance and Property Team approved the listing for sale of the St. John's United Church (SJUC) lands at 2 Nobert Road, Scarborough, ON, AND**

**WHEREAS the congregations of SJUC and Jubilee United Church merged on July 1, 2017 to form Jubilee United Church (JUC), AND**

**WHEREAS the Finance & Property Team of Toronto Southeast Presbytery on August 15, 2017 approved an Agreement of Purchase and Sale dated August 1, 2017, which**

has been terminated by that Buyer within the Conditional Period, due to financing difficulties, AND

WHEREAS the sale of the property of SJUC at 2 Nobert Road, Scarborough was approved by the governing body of SJUC on March 28, 2017, and the sales committee of JUC has determined a suitable new Buyer and negotiated an Agreement of Purchase and Sale dated August 31, 2017, AND

WHEREAS the Trustees of Jubilee United Church (THE TRUSTEES) meeting on September 1, 2017, having been directed by the Governing Body to do so, have requested the consent of Toronto Southeast Presbytery to the sale of the church lands at 2 Nobert Road, Scarborough (APPENDIX B) to a new Buyer, AND

WHEREAS, the Finance and Property Team has received and reviewed the Agreement of Purchase of Sale dated August 31, 2017 and supporting documentation, AND

WHEREAS SJUC and JUC prepared a preliminary plan for the disposition of the proceeds of sale as contained in the Covenant Agreement between SJUC and JUC, approved at congregational meetings held on April 30, 2017, AND

WHEREAS the Finance and Property Team is mandated to act for Toronto Southeast Presbytery in matters of congregational property requiring Presbytery approval,

IT IS MOVED by Clyde Harris and SECONDED by Alan Morson that Toronto Southeast Presbytery:

1. Approves and consents to the sale of 2 Nobert Road, Scarborough, the legal property description being Lots 193, 194, 195 and 196 RP 5042, City of Toronto, pursuant to the Agreement of Purchase and Sale (APS) dated August 31, 2017 and appended as APPENDIX C, the terms of which include, but are not limited to:
  - a. The sale price of \$4,250,000,
  - b. A conditional period ending on September 30<sup>th</sup>, 2017, the 30<sup>th</sup> day following the date of acceptance of the APS, in which the Buyer is to satisfy its conditions set out in Schedule A, Clause 5 a) and Schedule B of the APS,
  - b. Presbytery approval no later than September 15<sup>th</sup>, 2017, and
  - c. A closing/completion date 30 days after waiver of the Buyer's conditions.
2. Directs THE TRUSTEES and/or Governing Body of JUC that a copy of the statements on closing setting out the proceeds of sale, commissions, legal fees, disbursement and settlement of obligations on closing, including reimbursement to Congregational and Trustees funds, specifically the Manse Fund, of all costs accrued from operating the property at 2 Nobert Road prior to the closing, be provided to the Finance and Property Team of Toronto Southeast Presbytery.

3. **Directs THE TRUSTEES to hold the balance of the net proceeds of sales after settlement of the reimbursements and/or loans set out in Clause 2. above as follows:**
  - a. **Hold the net proceeds of sales in secure accounts and investment instruments that are short term (not longer than 6 months or cashable on short notice) and that are not subject to capital loss until such time as a final plan of disposition is developed by JUC and approved by Toronto Southeast Presbytery, and**
  - b. **Income earned to be paid out to THE TRUSTEES of JUC and utilized as the JUC Governing Body may direct, subject to the condition that investment statements, as they become available, be shared in a timely manner with the Finance and Property Team of Toronto Southeast Presbytery for the period ending December 31, 2017 and quarterly thereafter, until the final plan of disposition of assets is approved by Presbytery.**
  
4. **Confirms the Finance & Property Team motion of June 12, 2017:**
  - a. **Approving the listing of the SJUC property for sale, and**
  - b. **To defer receiving and considering a JUC final plan of disposition for the funds as required by the policy of The United Church of Canada (Manual 2016 G 2.3.2), recognizing that there will have to be a further time of congregational discernment at JUC and consultation with the Finance & Property Team of Toronto Southeast Presbytery, before the JUC plan can be finalized and submitted to Presbytery for approval.**

**CARRIED.**

Nick Walker requested that a signed copy of the Agreement of Purchase and Sale be submitted to Presbytery for archival purposes and that the signed copy will be treated as a confidential document. He thanked the Jubilee UC representatives for their attendance and advised them this decision, and the notes of the minutes pertaining thereto, will be posted to the Toronto Southeast Presbytery website at a later date and that Presbytery's consent is evidenced by these minutes.

The visitors left the meeting and the Chair indicated that we would return to the agenda as circulated.

5. **Business Arising from the Minutes:**
  - i. **Dentonia Park United Church, (DPUC):** YAYA Funding request for 2017-2021, and a request for additional drawdown of funds for capital expenditures & operating costs. **Suggested action** - Motion to remove all restrictions on the Dentonia Park total capital funds at RBC2 Investment. – approximately \$600,000. A copy of the notes of a meeting held June 22, 2017 at Toronto Southeast Presbytery with four representatives of DPUC and Presbytery representatives: Fred Angus; Secretary, Finance and Property; Clyde Harris: Presbytery Treasurer; Nick Walker: Chair, Finance and Property; Marg Walker: Chair, Congregational Health; and Anne Shirley Sutherland, TSP staff support, was circulated to the Finance and Property team members. Nick Walker indicated that the motion placed before the team today is a result the June 22<sup>nd</sup> meeting with DPUC and is a suggestion by Presbytery to alleviate the financial burden placed on this small congregation following the sale of its land and buildings in 2011.

**MOTION: DENTONIA PARK UNITED CHURCH – 2017 REVISION TO 2011  
DISPOSITION OF PROCEEDS FROM SALE OF CHURCH PROPERTY**

WHEREAS the Finance and Property Team of Toronto Southeast Presbytery at its meeting of October 17, 2011 consented to the request of the Trustees of Dentonia Park United Church to approve an offer of sale and purchase of the church property and manse at 107 Dawes Road, including the manse on Maryland Blvd which is part of the property, for a selling price of \$1,625,000, and

WHEREAS the Trustees of Dentonia Park United Church provided detail of the projected net proceeds of sale as follows:

|                               |    |  |
|-------------------------------|----|--|
| 2011 Sale Price:              |    | \$ 1,625,000   |
| LESS: Commission on Sale @ 3% | \$ | 48,750   |
| Estimate for Legal and Survey | \$ | 10,000   |
| HST on above                  | \$ | 7,638 (recoverable HST \$ 5,323)                     |
| Subtotal:                     | \$ | 66,388   |
| Net Proceeds of sale in 2011  |    | \$ 1,558,612 subject to the plan of disposition, and |

WHEREAS the Trustees of Dentonia Park United Church requested approval of a proposed disposition of proceeds and this was approved by Toronto Southeast Presbytery on November 14, 2011, and

WHEREAS the Finance and Property Team has the authority to act for Toronto Southeast Presbytery in matters of congregational property requiring Presbytery approval, and

*WHEREAS in discussions by representatives of Toronto Southeast Presbytery with the Minister Rev. John Lee and members of the Dentonia Park United Church congregation on June 22, 2017, a request was made by Dentonia Park United Church for revisions to be made to the 2011 "Plan of Disposition of Assets" from the sale of the Church and Manse to modify the 2011 restrictions on the use of capital funds; the Congregational Ministry Support Fund (\$700,000 Manse Fund) and the Capital Investment Fund (\$600,000),*

IT IS MOVED BY Wayne White AND SECONDED BY Alan Morson that Toronto Southeast Presbytery:

1. Approve a revision to the 2011 disposition of the net proceeds of the sale of the church property at 107 Dawes Road including the manse on Maryland Blvd as follows:
  - a) That the \$700,000 Housing and Congregational Ministry Support Fund (Manse Fund), currently invested with the Toronto United Church Council, Investing in Ministry Fund, to provide income to pay for ministerial expenses including housing allowances, be maintained with any excess income being available for the general operating expenses of the Congregation, and subject to the conditions:
    - That the \$700,000 capital amount of the Fund be maintained and the income used as set out in the foregoing, except as may be changed by the prior written approval of Toronto Southeast Presbytery, and
    - That the Trustees of Dentonia Park United Church may choose to invest the capital of the Congregational Ministry Support

**Fund with another financial institution without consulting the  
Presbytery,**

- b) That the current capital balance of the proceeds of the sale (approximately \$600,000), the Capital Investment Fund, and the annual income from this fund, be available for use by the Trustees of Dentonia Park United Church to meet the operating and other costs incurred by the church without consulting the Presbytery.**
- 2. In the matter of ongoing oversight and monitoring of these funds, Toronto Southeast Presbytery removes the 2011 restriction that the Trustees of Dentonia Park United Church are “directed to provide to the Finance and Property Team a report of the portfolio and/or investments for the funds above, on an annual basis, an end of year fund and portfolio report as soon as it is available (and audited or reviewed as may be the case)”, with the result that annual investment reports to Presbytery will no longer be required.**

**CARRIED.**

The Chair indicated that he will send notification of this decision to Rev. John Lee.

- ii. Draft Policy 2017 – 002, Manse Funds held by Congregations – Restrictions on Use of Capital– Action:** F & P Team approval & report to Executive on September 12, 2017 – Final Policy document attached, (Appendix D).

**MOTION:** Alan Morson / Aubrey Peterson to forward Toronto Southeast Presbytery Draft Policy 2017-002, Manse Funds held by Congregations – Restrictions on Use of Capital to Executive for consideration.

**CARRIED.**

- iii. Draft Policy 2017- 001, Major Capital Fund...Sept. 5<sup>th</sup> Report to Executive:** Responses to draft Policy from Congregations and others – Circulated for information and any discussion. Nick Walker advised that his report on the agenda for Executive, Tuesday, September 12<sup>th</sup> and on the agenda for Plenary, Tuesday, September 19<sup>th</sup>.

**6. Other Business:**

- i. Order of the Day, St. Luke’s United Church** - see discussion above.
- ii. Order of the Day, Jubilee United Church** – see discussion above.
- iii. Bloor Street United Church:** Receipt and approval of “Amendment to Agreement of Purchase & Sale signed July 1, 2017; an amendment to “The Purchase Agreement” signed March 21, 2014. Nick Walker introduced the motion and indicated that the signed copy of the Amendment to Agreement of Purchase and Sale be held confidential.

**MOTION RE BLOOR STREET UNITED CHURCH (BSUC) RE 2017 AMENDMENT TO  
2014 CHURCH REDEVELOPMENT AGREEMENT OF PURCHASE AND SALE WITH  
NORTHROP DEVELOPMENT INC.**

**WHEREAS Bloor Street United Church (BSUC) has undertaken to redevelop its church property through an extended and diligent process of discernment and planning, AND**

**WHEREAS BSUC negotiated an Agreement of Purchase and Sale (THE**

**AGREEMENT) with Northrop Development Incorporated dated March 14, 2014, AND**

**WHEREAS the Trustees of BSUC, have requested the consent of Toronto Southeast Presbytery to an Amendment to the 2014 Agreement of Purchase and Sale with Northrop Development Incorporated , AND**

**WHEREAS the Finance and Property Team acts for Toronto Southeast Presbytery in matters of congregational property, AND**

**WHEREAS the Finance and Property Team has received a signed copy of the Amendment to Agreement of Purchase and sale dated July 1, 2017,**

**IT IS MOVED BY Aubrey Peterson and SECONDED BY Wayne White that Toronto Southeast Presbytery consents to the request of the Trustees of Bloor Street United Church and gives approval:**

- i. **To the Amendment dated July 1, 2017 to the Agreement of Purchase and Sale dated March 21<sup>st</sup> , 2014 related to the purchase of certain Real Property of BSUC:**
  - a. **The municipal address of which is 300 Bloor Street West and 478 Huron Street, Toronto, and**
  - b. **The legal description of which is the lands and premises in the City of Toronto legally described as (i) Parcel 672, Section K Toronto, being part of Lot 2 on the north side of Bloor Street on Plan M2, Toronto, being PIN 21212-0061(LT); (ii) Parcel 756, Section North West Toronto, being Lot 46 on the west side of Huron Street on Plan M2, Toronto, part of Lot 1 on the north side of Bloor Street on Plan M2, Toronto, and part of Lot 2 on the north side of Bloor Street on Plan M2, Toronto, being PIN 21212-0059(LT); (iii) Parcel 47-1, Section M2, being Lot 47 on the west side of Huron Street on Plan M2, Toronto, being PIN 21212-0058(LT); and (iv) Parcel 48-2, Section M2, being the southerly 35 feet 6 inches of Lot 48 on the west side of Huron Street on Plan M2, Toronto, being PIN 21212-0057(LT).**

**CARRIED.**

- iv. **Remits:** Conversation on the results of the UCC remits approved as of June 30, 2017: **Remit #1 - Three Council Model & Remit #4 - Funding a New Model.** A general discussion ensued.
  - v. **Real Estate Agents:** Discussion about feasibility of presentations to the Team. It was concluded that there would be little benefit to be gained and the Chair indicated that he would not pursue this initiative further
- 7. Updates on Work of Various Mergers/Transitions and Property Matters:**
- i. Church of the Master UC –Closed June 30, 2017 and TUCC managing the property for Toronto Conference. St. Mark's UC no longer appears interested in the Cedarbrae property.
  - ii. Presteign-Woodbine UC / Leaside UC – Merged on June 10, 2017. The Presteign-Woodbine property listing was approved by Finance and Property July 27 with a sales date start process to begin September 5<sup>th</sup>. – no update available.

iii. East End Regional Ministry – no update available.

iv. Other – Alan Morson asked about West Hill UC – no information available.

8. **Adjournment** - There being no further business, the Chair declared the meeting be adjourned at 6:38 pm and closed with a benediction.

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Nick Walker  
Chair

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Fred Angus  
Secretary

**Next Meetings:**

**Monday, October 16, 2017**

**4:00 pm to 6:30 pm**

**Devotion: David Phillips**

**Monday, November 13, 2017**

**4:00 pm to 6:30 pm**

**Devotion: Volunteer required**

**Monday, December 11, 2017**

**4:00 pm to 6:30 pm**

**Devotion: Volunteer required**

**Monday, January 8, 2018**

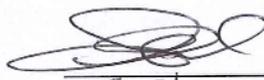
**4:00 pm to 6:30 pm**

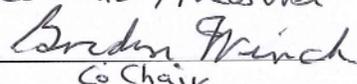
**Devotion: Volunteer required**

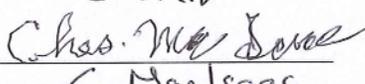
**RESOLUTION OF THE TRUSTEES OF SAINT LUKE'S UNITED CHURCH**

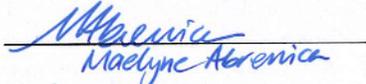
BE IT RESOLVED that the Trustees on behalf of the Congregation of Saint Luke's United Church (SLUC) approve the use of the Manse Fund in the amount of \$325,000.00 for the purposes of the renovations and repairs to the Church primarily funded by the redevelopment of part of the SLUC property pursuant to the Agreement with Options For Homes subject to the approval of Toronto Southeast Presbytery. Annexed as Schedule A is the draft motion on behalf of Toronto Southeast Presbytery and the Trustees of SLUC agree to the content and requirement of such decision by Toronto Southeast Presbytery.

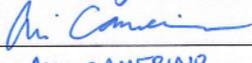
DATED at Toronto this 3<sup>rd</sup> day of September, 2017.

  
 Co Chair / Treasurer R Keel

  
 Co Chair Braden Finch

  
 C MacIsaac

  
 Maelyne Abernethy

  
 AVI CAMERINO

## **SCHEDULE "A"**

### **MOTION RE: SAINT LUKES UNITED CHURCH REQUEST TO USE CAPITAL FROM MANSE FUND TO FUND A PROPERTY RENOVATION PROJECT**

**WHEREAS** the Trustees of Saint Luke's United Church have requested by formal resolution of September \_\_, 2017 (see motion attached as Appendix \_\_) that Toronto Southeast Presbytery consent to the use of approximately \$325,000 held in the Manse Fund (endowment/restricted) for use in the funding of the proposed property renovation project, which project was approved by the Finance and Property Team on October 7, 2013, and also approved on November 10, 2014 an Agreement of Purchase & Sale of a portion of the Property with Options for Homes, and

**WHEREAS** a representative of said Trustees has provided information and made representations to the Finance and Property Team in support of this request, and

**WHEREAS** the Finance and Property Team acts for Toronto Southeast Presbytery in matters falling under section C 3.5 of the Manual 2016,

**IT IS MOVED BY** \_\_\_\_\_ **and SECONDED by** \_\_\_\_\_ **that Toronto Southeast Presbytery:**

- 1. Consents to the request of the Trustees of Saint Luke's United Church to utilize funds in an amount of approximately \$325,000 from its Manse Fund in the funding of the proposed property renovation program, and**
- 2. Directs the Trustees of Saint Luke's United Church, to apply at least 50% of any new unrestricted capital funds received in the future by Saint Luke's United Church to the Manse Fund, until such time as the capital amount of the Manse Fund is restored to its value of approximately \$325,000, with the understanding that the additional funds restored to the Manse Fund shall be restricted in their use, as was the condition placed on the original Manse Fund.**

**Motion by the Trustees of Jubilee United Church for Sale of 2 Nobert Road**

**WHEREAS** the congregation of St. John's United Church, Scarborough has determined to sell its church building,

**AND WHEREAS** St. John's United Church and Jubilee United Church merged on July 1, 2017 to form Jubilee United Church,

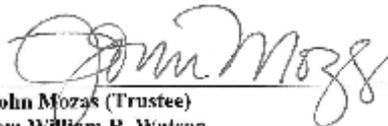
**AND WHEREAS** the governing body of Jubilee United Church has directed the Trustees to sell the property,

**AND WHEREAS** the property has been offered for sale with the consent of Toronto Southeast Presbytery and a suitable offer of purchase and sale has been received.

**NOW THEREFORE**, We, the Trustees of the congregation of Jubilee United Church, hereby request the consent of Toronto Southeast Presbytery:

- (1) To the sale of the church building, the legal description of which is Lots 193, 194, 195 and 196, Plan 5042, City of Toronto and the municipal address of which is 2 Nobert Road, Scarborough pursuant to the Agreement of Purchase and Sale (APS) dated **August 31, 2017**, attached, and subject to Presbytery approval, the terms of which are as follows:
  - a. A sale price of **\$4,250,000**,
  - b. A conditinnal period ending on or about **October 1, 2017** in which the buyer is to satisfy its conditions set out in Schedule A, Clause 5 a) of the APS,
  - c. Preshytery approval no later than **September 15, 2017**, and
  - d. A closing/completion date **no later than 30 days after the waiver of the buyer's conditions**.
- (2) To the preliminary plan of disposition of the proceeds arising from the sale of 2 Nobert Road, as outlined in the Covenant Agreement between St. John's United Church and Jubilee United Church - "Planned Intention and Use of Capital Funds", recognizing that the plan may change due to further congregational discernment and consultation with the Finance & Property Team of Toronto Southeast Presbytery, before a final plan can be submitted to Presbytery for approval.

Certified to be a true copy of a resolution passed by the Trustees of the congregation of Jubilee United Church the **1st day of September, 2017**.



**John Mozas (Trustee)**  
for: **William R. Watson**  
**Chair**  
**Board of Trustees**  
**Jubilee United Church**



# Agreement of Purchase and Sale Commercial



**Form 500**  
for use in the Province of Ontario

31st August

This Agreement of Purchase and Sale dated this ~~20th~~ day of July, 2017

**BUYER,** SOLOTEX CORPORATION  
(Full legal names of all Buyers), agrees to purchase from

**SELLER,** The Trustees of Jubilee United Church of the United Church of Canada  
(Full legal names of all Sellers), the following

**REAL PROPERTY:**

Address 2 Nobert Road

fronting on the west side of Nobert Road

in the City of Toronto

and having a frontage of 259.66 feet more or less by a depth of 123.00 feet more or less

and legally described as Lots 193, 194, 195 and 196 Registered Plan 5042, City of Toronto

(Legal description of land including easements not described elsewhere) (the "property")

**PURCHASE PRICE:**

Four Million Two Hundred and Fifty Thousand Dollars (CDN\$) 4,250,000.00

**DEPOSIT:** Buyer submits Upon Acceptance  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Fifty Thousand Dollars (CDN\$) 50,000.00

by negotiable cheque payable to Seller's Solicitor in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A and B** attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 5:00 p.m. on 8th September the 30th day of after date of Offer to allow for Presbytery approval, 2017, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the See Schedule A clause 11 day of 20 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)  
Email Address: carol.trattner@cbre.com  
(For delivery of Documents to Seller)

FAX No.: 416.398.1178  
(For delivery of Documents to Buyer)  
Email Address: pgoldfischer@solotexcorporation.com  
(For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:** .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:** .....

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

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**8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (.....place of worship.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

**9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

**10. 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 such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic 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 which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

**11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

**12. DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

**13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

**14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Form 500 Revised 2017 Page 4 of 6

WEBForms® Dec/2016

*[Handwritten signature]*  
*P.A.*

**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Solotex Corporation

Aug 31st

[Witness]

[Buyer/Authorized Signing Officer]



DATE Jul 20th 2017

[Witness]

[Buyer/Authorized Signing Officer]



DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Trustees of Jubilee United Church

[Witness]

[Seller/Authorized Signing Officer]



DATE Aug 31/17

[Witness]

[Seller/Authorized Signing Officer]



DATE .....

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

[Witness]

[Spouse]



DATE .....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4:23 a.m./p.m. this 31 day of August, 2017.

*[Handwritten signature]*  
(Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage CBRE LIMITED

Tel.No. 416 494-0600

2005 Sheppard Ave E, Suite 800, Toronto ON M2J 5B4

(Salesperson / Broker Name)

Co-op/Buyer Brokerage .....

Tel.No. ....

(Salesperson / Broker Name)

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE .....

..... DATE .....

[Seller] ..... DATE .....

[Buyer] ..... DATE .....

[Seller] ..... DATE .....

[Buyer] ..... DATE .....

Address for Service .....

Address for Service .....

..... Tel.No. ....

..... Tel.No. ....

Seller's Lawyer .....

Buyer's Lawyer .....

Address .....

Address .....

Email .....

Email .....

..... Tel.No. .... FAX No. ....

..... Tel.No. .... FAX No. ....

**FOR OFFICE USE ONLY**

**COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

.....  
(Authorized to bind the Listing Brokerage)

.....  
(Authorized to bind the Co-operating Brokerage)

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**SCHEDULE "A"**

To be read with and form a part of the Agreement of Purchase and Sale between

SOLOTEX CORPORATION (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

---

1. Payment of Purchase Price

The Buyer herein shall pay the balance of the Purchase Price to the Seller as follows:

(a) The Buyer agrees to pay a Second Deposit of One Hundred Fifty Thousand Dollars (\$ 150,000.00) to the Seller's Solicitor in trust immediately upon waiver or satisfaction of the Buyer's Conditions as set out in Paragraph 5 of this Schedule A to be held on the same terms and conditions as set out in Paragraph 2 of this Schedule;

(b) On the Closing Date, the Buyer agrees to pay the balance of the Purchase Price, subject to the usual adjustments (see Paragraph 11 of this Schedule A), to the Seller by electronic transfer or bank draft.

2. The Seller and Buyer hereby authorize the Seller's Solicitor in trust to place all deposits in an interest bearing account or term deposit with all interest earned on such deposits to belong absolutely to the Buyer unless the Buyer shall, by reason of the Buyer's default pursuant to the terms of this Agreement, forfeit the aforesaid deposit, in which event the Seller shall be entitled to retain all such interest earned.

3. Seller Deliveries

- a) Within three (3) business days following acceptance of this Offer by both parties, the Seller shall provide the following information to the Buyer if in the Seller's possession or control (if the Buyer has not already received such information through the CBRE on-line data room):
- i) A copy of an existing survey of the Property dated August 24, 2015 prepared by Holding Jones Vanderveen Inc., Ontario Land Surveyors;
  - ii) Copies of any leases and rental agreements affecting the Property that, according to their terms, may continue after the Completion Date;
  - iii) Copies of any maintenance agreements or service contracts affecting the property that, according to their terms, may continue after the Completion Date;
  - iv) Copy of the MPAC Assessed Value as of January 1, 2016 and the Current Year Phased – in Assessment for the Property; and
  - v) Copies of any plans, as-built drawings, warranties, insurance coverage, planning reports, inspection reports and environmental reports with respect to the Property that are in the Seller's possession or control.

The information provided to the Buyer as set out in Paragraph 3 a) of this Schedule A shall constitute the "Seller Deliveries". The Seller makes no representation or warranty as to the truth, accuracy or completeness of the matters set out in any of the Seller Deliveries and the Buyer acknowledges that it must conduct its own investigations and due diligence to confirm such matters in connection with all of the Seller Deliveries.

Initial of Buyer 

Initial of Seller 

*Page 2 of Schedule "A"*

To be read with and form a part of the Agreement of Purchase and Sale between

SOLOTEX CORPORATION (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

---

If the transaction contemplated pursuant to this Agreement is not completed for any reason, then the Buyer shall promptly return to the Seller all Seller Deliveries and copies thereof, delivered or otherwise obtained pursuant to the provisions of this Agreement.

- b) Within five (5) business days of acceptance of this Agreement by both parties the Seller covenants to deliver to the Buyer letters of authorization directed to the usual governmental and other authorities having jurisdiction over the Property to release any information and copies of documents in their possession regarding the Property provided that under no circumstances shall such letters of authorization require or permit inspection of all or part of the Property by such governmental and other authorities having jurisdiction.

4. Capacity of Seller

The Buyer acknowledges that the Church Trustees who comprise the Seller are executing this Agreement and all other documents relating to it in their capacities as Trustees appointed under the Trusts of Model Deed annexed as Schedule A to The United Church of Canada Act, S.O. 1925, chapter 125 (as amended) and not in their personal capacities and that such Trustees shall have no personal liability pursuant to this Agreement. In the event of default by the Seller, the Buyer's only recourse shall be limited to the assets held by the Seller as Trustees.

5. Buyer's Conditions

(a) Buyer shall have until 4:00 PM on the <sup>30th</sup> ~~60th~~ day following the acceptance of this Agreement by both parties (the "Condition Date") to satisfy itself in its sole and absolute discretion as to the following (the "Buyer's Conditions"):

- i) The Seller Deliveries;
- ii) The results of any other engineering, environmental, consulting, planning review, building inspection, financial feasibility and other reports concerning the Property that the Buyer deems relevant, all, except for the Seller Deliveries, to be obtained at the Buyer's own expense.
- (b) In the event that the Buyer, prior to the Condition Date, is not satisfied with the Buyer's Conditions the Buyer shall have the right to deliver notice in writing to the Seller at any time prior to the Condition Date terminating this Agreement in which event all deposit money together with any interest thereon shall forthwith be repaid without deduction to the Buyer and this Agreement shall become null and void and the parties hereto relieved of any obligation and liability hereunder.
- (c) In the event notice in writing to the Seller waiving the Buyer's Conditions is not delivered on or before the Condition Date the Buyer's Conditions shall be deemed to have not been satisfied, in which event all deposit money together with any interest thereon shall forthwith be repaid without deduction to the Buyer and this Agreement shall become null and void and the parties hereto relieved of any obligation and liability hereunder.

Initial of Buyer



Initial of Seller



*Page 3 of Schedule "A"*

To be read with and form a part of the Agreement of Purchase and Sale between

SOLOTEX CORPORATION (Buyer) and

The Trustees of Jubilee United Church of the United Church of Canada (Seller)

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(d) The Buyer and its representatives shall be allowed reasonable access to the Property during normal business hours, as required by the Buyer from time to time following acceptance of this Agreement by both parties, upon a minimum of 1 business day to the Seller and subject to the rights of any tenants under their leases and the Buyer shall be entitled to carry out such reasonable tests and inspections including environmental inspections and testing and geotechnical investigations, building audits, surveying and inspection work as the Buyer may deem necessary and prudent in the circumstances, all at the Buyer's sole expense, provided the Buyer shall be responsible for and shall correct expeditiously any damage caused by such inspections. The Seller shall be entitled to have a representative present during any tests that may result in damage to the Property. The Buyer also covenants to indemnify and save harmless the Seller from and against any liabilities, costs, losses or damages that the Seller may suffer or incur as a result of, or in connection with, the conduct of such tests and inspections by or on behalf of the Buyer or those for whom the Buyer is, in law, responsible. In the event of termination of this Agreement on or before the Condition Date, the deposit monies shall not be released to the Buyer until all such damage has been satisfactorily repaired or restored.

6. Buyer's Assumption of Leases and Contracts

The Buyer agrees that in the event that it waives the Buyer's Conditions set forth in paragraph 5 herein, that it shall assume on the Closing Date the leases and contracts which are listed in Schedule B and any other leases and other contracts which it confirms in writing to the Seller that it shall assume by providing notice in writing to the Seller on or before the Condition Date. The Seller and the Buyer shall cooperate in obtaining any consents required for the assumption of such leases and contracts by the Buyer. The Seller shall be responsible for the performance and payment of all of the Seller's obligations and covenants under such leases and contracts prior to the Closing Date and shall terminate and be responsible for all costs and expenses in all leases and contracts not assumed by the Buyer. The Buyer shall assume and be responsible for the performance and payment of all the Seller's obligations and covenants in the leases and contracts which it assumes from and after the Closing Date.

7. Assignment

The Buyer shall have the right at any time after waiver or satisfaction of the Buyer's Conditions to assign this Agreement and the benefit of all covenants herein contained subject to the prior written consent of the Seller, provided that, in the event of any such assignment, the Buyer shall remain jointly and severally liable with the assignee for the performance of all the covenants of the Buyer herein contained.

8(a). Closing Deliveries - Seller

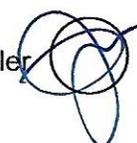
On the Closing Date, the Seller shall deliver to the Buyer the following documents and other matters hereinafter set out, the delivery of which by the Seller is a condition of Closing, for the Buyer's sole benefit, which the Buyer may waive in whole or in part, by notice in writing to the Seller on or before Closing:

- i) An undertaking to readjust all items contained in the statement of adjustments;

Initial of Buyer



Initial of Seller



*Page 4 of Schedule "A"*

To be read with and form a part of the Agreement of Purchase and Sale between

SOLOTEX CORPORATION

(Buyer) and

The Trustees of Jubilee United Church of the United Church of Canada (Seller)

---

- ii) Such further deeds, acts, things, certificates and assurances as may be required in the opinion of the Buyer's solicitors, acting reasonably, for more perfectly and absolutely transferring, assuring to and vesting in the Buyer title to the Property, free and clear of any mortgage, lien, charge or encumbrance; and
- iii) An assignment of the tenant leases and contracts that the Buyer is assuming as provided herein in form and content satisfactory to the Seller, executed by the Seller.

8(b). Closing Deliveries – Buyer

On the Closing Date, the Buyer shall deliver to the Seller the following documents and other matters hereinafter set out, the delivery of which by the Buyer is a condition of Closing, for the Seller's sole benefit, which the Seller may waive in whole or in part, by notice in writing to the Buyer on or before Closing:

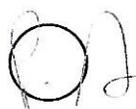
- i) A Statutory Declaration that the Buyer is a registrant within the meaning of Part IX of the Excise Tax Act of Canada (the "Act") and that the Buyer's registration is in full force and effect;
- ii) Reasonable evidence of the Buyer's registration under the Act;
- iii) An Undertaking by the Buyer to remit any tax exigible under the Act in respect of this transaction and to indemnify the Seller against all loss, costs and damages resulting from the Buyer's failure to do so;
- iv) An Undertaking to readjust all items contained in the statement of adjustments;
- v) An agreement to accept the assignment of the tenant leases and contracts which the Buyer is assuming in the form described in Subsection 8(a)(iii) of this Schedule A, duly executed by the Buyer; and
- vi) A Statutory Declaration that the Buyer is not a non-resident of Canada within the meaning of the Income Tax Act.

9. Representations and Warranties

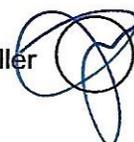
The Seller represents warrants and covenants to the Buyer that:

- (a) As of the date of this Agreement and at the Closing Date it has not received any notice of any proposed expropriation with respect to the Property or any part thereof;
- (b) The Trustees who constitute the Seller are The Trustees of Jubilee United Church of the United Church of Canada. The Trustees and Congregation are governed by the provisions of The United Church of Canada Act, 14-15 George V, chapter 100 and The United Church of Canada Act, S.O. 1925, chapter 125 as amended (the "Provincial Act") and the Trustees have been duly appointed pursuant to the Trusts of Model Deed annexed as Schedule A to the Provincial Act and are authorized to enter into this Agreement as the Seller and the Seller has obtained all church approvals required for the sale of the Property to the Buyer.

Initial of Buyer



Initial of Seller



Page 5 of Schedule "A"

To be read with and form a part of the Agreement of Purchase and Sale between

SOLOTEX CORPORATION

(Buyer) and

The Trustees of Jubilee United Church of the United Church of Canada (Seller)

---

10. As-Is, Where-is

The Buyer acknowledges that the Property, including without limitation the structural elements, foundation, roof and appurtenances and the electrical, mechanical, plumbing and other systems and facilities of the building on the Property, is being purchased in as-is where-is with all faults condition as of the date of this Agreement and as of the Completion Date. The Buyer acknowledges that all or part of the Property has been used for church purposes and that the Seller makes no representation or warranty as to the fitness, potential uses, environmental condition or redevelopment potential of the Property. The Buyer is responsible for carrying out its own due diligence, searches, investigations and inspections in order to satisfy itself as to all matters concerning the condition of the Property.

11. Completion Date

This Agreement shall be completed <sup>30</sup>~~60~~ days after waiver of the Buyer's Conditions as set out in Paragraph 5 of this Agreement (the "Completion Date"). In the event that the Registry and/or Land Titles Office is not open for business on such date, closing shall take place on the next business day that the Registry and/or Land Titles Office is open for business.

12. Possession

On the Completion Date, the Seller shall deliver vacant possession of the Property to the Buyer subject to the rights of any tenant under its lease or rental agreement that is being assumed by the Buyer under the terms of this Agreement.

13. Leases and Contracts

From and after acceptance of this Agreement by both parties, the Seller shall not enter into or amend or vary any lease or contract with respect to the Property which may continue beyond the Completion Date, or consent to any extensions, renewals, sublets or assignments of any lease or contract which may result in the lease or contract continuing after the Completion Date without the prior written consent of the Buyer which approval may be given or withheld in the sole and absolute discretion of the Buyer.

14. Legal Advice

The parties to this Agreement acknowledge that the Listing Brokerage has recommended that they obtain advice from their legal counsel prior to signing this document. The parties further acknowledge that no information provided by the Listing Brokerage is to be construed as expert legal or tax advice.

15. Statutory Disclosure Requirements

The Buyer shall cooperate with the Listing and Co-operating Brokerages regarding such disclosures as may be required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and/or the Guidelines issued by the Financial Transaction and Reports Analysis Centre of Canada.

Initial of Buyer

Initial of Seller

Page 6 of Schedule "A"

To be read with and form a part of the Agreement of Purchase and Sale between

SOLOTEX CORPORATION (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

16. General

In the event of a conflict between the provisions of this Schedule A and the provisions elsewhere in this Agreement, the provisions of this Schedule A shall prevail.

17. Client Representation

With respect to the Property, CBRE Limited represents the Seller, owes a fiduciary duty to the Seller and will be compensated by the Seller. As the Seller's representative, CBRE Limited may also introduce a buyer to the Seller, in which case the buyer shall receive customer service from CBRE Limited. While CBRE Limited represents the interests of the Seller, it will act in a fair, ethical and professional manner with a potential buyer.

IN WITNESS WHEREOF the Buyer has executed this Agreement of Purchase and Sale at Toronto this ~~20th~~ day of ~~July~~, 2017.

25th 31 August  
SIGNED, SEALED AND DELIVERED Buyer: SOLOTEX CORPORATION  
In the presence of

Witness

Per: Paul Goldfischer  
Name: Paul Goldfischer  
Title: PRS

IN WITNESS WHEREOF the Buyer has executed this Agreement of Purchase and Sale at Toronto this 31 day of August, 2017.

SIGNED, SEALED AND DELIVERED  
In the presence of

Seller: The Trustees of Jubilee United Church of the United Church of Canada

Witness

Per: John Mozg  
Name:  
Title:

Initial of Buyer

Initial of Seller

**SCHEDULE "B"**

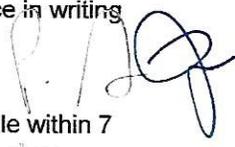
To be read with and form a part of the Agreement of Purchase and Sale between

SOLOTEX CORPORATION (Buyer) and  
The Trustees of Jubilee United Church of the United Church of Canada (Seller)

**LEASES AND CONTRACTS TO BE ASSUMED BY THE BUYER**

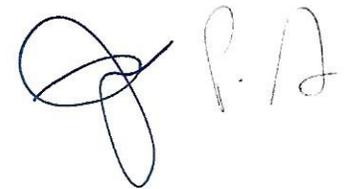
• Seller's Condition on Presbytery Approval

This offer is conditional upon the Seller obtaining Presbytery approval on or before September 15th, 2017, in its sole and absolute discretion. Unless the Seller gives notice in writing to the Buyer within this time period that this condition has been satisfied, the Offer shall be null and void and the deposit shall be returned to the buyer without interest or deduction. This condition is inserted for the sole benefit of the Seller and may be waived by it at any time by providing notice in writing to the Buyer within the time period herein.

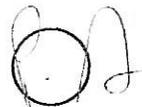


• Seller's Condition on Legal Review

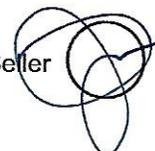
This Offer is conditional upon the Seller's solicitor reviewing and approving this Agreement of Purchase and Sale within 7 Calendar days from acceptance of this Offer by both parties, in its sole and absolute discretion. Unless the Seller gives notice in writing to the Buyer within this time period that this condition has been satisfied, the Offer shall be null and void and the deposit shall be returned to the Buyer without interest or deduction. This condition is inserted for the sole benefit of the Seller and may be waived by it at any time by providing notice in writing to the buyer within the time period herein.



Initial of Buyer



Initial of Seller



|   |  |
|---|--|
| <b>TORONTO SOUTHEAST PRESBYTERY POLICY... DRAFT</b>   | <b>Policy Number/Designation:</b> 2017 - 002   |
| <b>Policy Name:</b> Manse Funds held by Communities of Faith – Restrictions on Use of Capital (2017)  | <b>Date Approved:</b><br><b>Dates Amended:</b> |
| <b>To be Reviewed:</b> 2 years after approval and every 5 years thereafter  | <b>Date Last Reviewed:</b>                     |
| <b>Purpose of this Policy:</b> This policy outlines the Presbytery revised restrictions that have been placed on the use of Manse Funds held by Communities of Faith. |  |

**Background and Context:**

All communities of faith property is held by its Board of Trustees. This includes land, buildings, funds and investments and any other kind of property. The Trustees must comply with the United Church of Canada's requirements for Boards of Trustees in matters related to communities of faith property. A manse is such a property, but Presbytery is responsible for making decisions on requests from communities of faith relating to the purchase or sale of a manse and for the use of proceeds arising from the sale of a manse property.

Toronto Southeast Presbytery and its predecessor Presbyteries have required by policy, that the net proceeds from the sale of a manse be held by the Trustees and invested; the income therefrom being used to fund a housing allowance for the minister. In this way an asset that has provided housing accommodation for the minister has been converted into a financial asset to provide a monetary housing allowance. Current United Church of Canada compensation arrangements for ministers no longer contain a housing allowance component as this has been combined with salary to form ministerial compensation. Toronto Southeast Presbytery modified its policy on the use of manse funds in 2015 to enable communities of faith to use the income from manse funds for ministerial compensation, if required.

**Policy:**

1. **Manse Capital Funds and Use of Income:** The capital of manse funds shall be invested by the Board of Trustees and the income may be used by communities of faith to fund ministerial compensation.
2. **Other Permitted Uses of Manse Capital Funds & Presbytery Mandated \$150,000 Manse Reserve Fund:** Presbytery has decided to exercise greater flexibility with respect to usage of manse capital funds by removing some of the current restrictions. Subject to the approval of Presbytery, some or all of the manse capital funds held by the Trustees that are in excess of a Presbytery mandated \$150,000 manse reserve fund, may be used for the following purposes:
  - i. To fund the purchase of ministerial housing,
  - ii. For a mortgage for ministerial housing,
  - iii. Bridge financing to facilitate the sale of church property, if needed during an amalgamation,
  - iv. Capital renovation projects within the community of faith's property, and
  - v. Other major capital projects that may be needed by a community of faith within the community of faith's property.

**Caution:** If any capital funds are expended for the purposes as noted in Items i) to v) above, the income from that capital will no longer be available to offset ministerial compensation and the income must then be derived from other sources.

3. **Minimum Manse Fund Reserve, \$150,000:** The minimum value of the unencumbered manse fund reserve to be held by the Board of Trustees shall not be less than \$150,000. Where manse fund capital values are currently less than \$150,000, this change in policy will have no effect.
4. **Uses of the Presbytery Mandated \$150,000 Manse Fund Reserve** The manse reserve fund shall be retained by the Board of Trustees for potential use, with prior Presbytery approval, for ministerial compensation where a community of faith is not able to fulfill its financial obligations to a minister or for other uses related to the closing/ disbandment of a community of faith, as approved by Presbytery.

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT** dated as of the 1<sup>st</sup> day of July, 2017 (the "**Effective Date**").

**BETWEEN:**

**THE TRUSTEES OF BLOOR ST. UNITED CHURCH**

(hereinafter "**BSUC**")

**-and-**

**NORTHROP DEVELOPMENT INCORPORATED**

(hereinafter "**NDI**")

**WHEREAS**

- A. BSUC, as vendor, and NDI, as purchaser, entered into a Purchase Agreement dated as of the 21st day of March, 2014 (the "**Purchase Agreement**") whereby BSUC agreed to sell and NDI agreed to purchase the Property.
- B. BSUC and NDI have agreed to amend the terms of the Purchase Agreement on the terms and conditions as set out herein.
- C. Capitalized terms not otherwise defined in this Agreement are as defined in the Purchase Agreement.

**NOW THEREFORE** in consideration of the mutual covenants of the parties hereinafter contained and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), it is hereby agreed as follows:

1. Section 6 of the Purchase Agreement is hereby deleted and replaced as follows:

"The purchase of the Property by NDI from BSUC shall be completed on such date as NDI determines on not less than sixty (60) days' prior written notice to BSUC (such date being the "Closing Date" and provided that if such date is not a Business Day then the date shall be the next Business Day), which notice may be given by NDI at any time within four (4) months (subject however for greater certainty to extension by reason of Force Majeure) (a) after the rezoning necessary for the Development has been obtained with all appeal periods having expired without an appeal being launched or with any appeal having been determined so as to permit the Development (such rezoning being called "Rezoning") and (b) after NDI has pre-sold enough units in the Residential Condominium to satisfy the requirements for NDI's construction financing; and (c) after NDI provides evidence to BSUC that construction financing is available for the Project by way of a fully executed commitment letter (subject to normal conditions such as pre-sales and Closing); (d) after an undertaking is delivered by

NDI to BSUC to commence with construction within ninety (90) days of Closing and to proceed diligently and expeditiously with such construction, subject to Force Majeure, and provided further that the Closing Date must be no later than December 15, 2021 (subject however for greater certainty to extension by reason of Force Majeure), failing which either Party may terminate this Agreement by written notice to the other Party. Notwithstanding any termination of this Agreement by BSUC pursuant to this paragraph 6, NDI's reimbursement obligation specified in the second paragraph of paragraph 11 of this Agreement shall survive such termination of this Agreement with respect to reimbursement of such costs incurred prior to the date of such termination."

2. Section 9 of the Purchase Agreement is hereby deleted and replaced as follows:

"BSUC and NDI agree to negotiate in good faith to reach written agreement upon the design of the BSUC Premises (the "**BSUC Premises Design**") based upon the concepts and principles specified in Schedule "D-1" of this Agreement, as soon as reasonably possible and, failing agreement, either party may submit such matters to Arbitration. Provided further that the parties acknowledge that the outline specifications for the BSUC Premises (which are to form part of Schedule "D-1") have not been completed at the time of execution of this Agreement. NDI agrees to provide such outline specifications to BSUC on or before March 30, 2018 (subject however for greater certainty to extension by reason of Force Majeure) (and which date may also be extended by mutual agreement); provided that NDI receives, on a timely basis and in any event within ten (10) Business Days of any written request therefor by NDI, all information and feedback necessary to prepare such outline specifications. If such outline specifications are not delivered by that time, BSUC may terminate this Agreement by written notice to NDI given no later than fifteen (15) days after the date by which such outline specifications were to have been provided. If such outline specifications are delivered by that time, but BSUC, acting reasonably and in good faith, is not satisfied with such outline specifications, BSUC may terminate this Agreement by written notice to NDI given no later than fifteen (15) days after the date on which BSUC received such outline specifications. Attached as Schedule "D-2" is a sample outline specification which is provided, as more particularly specified in the cover page of Schedule "D-2", only as an indicative sample of the approximate level of detail that will be contained in the actual outline specifications for the BSUC Premises and which is NOT in any way intended to represent and DOES NOT represent the actual specifications for the BSUC Premises."

3. The following provision is added after the last sentence of Section 32(a):

"The right of first offer provided for in this Section shall not apply to a sale of the BSUC Premises or any portion thereof provided that:

- (i) the transfer is in conjunction with BSUC moving to new premises or ceasing to exist; and

- (ii) the transfer is to a religious organization that currently occupies or will occupy the BSUC Premises (the "**Transferee**"); and
- (iii) the Transferee enters into a written agreement with NDI, or its successor and assign (including, but not limited to, the Residential Condominium) whereby it agrees to assume and be bound by the terms and provisions of the right of first offer provided for herein."

4. The following provision is added after the last sentence of Section 32(b):

"The right of first offer provided for in this Section shall not apply to a lease of the BSUC Premises provided that:

- (i) the lease is in conjunction with BSUC moving to new premises or ceasing to exist; and
- (ii) the lease is to a religious organization that currently occupies or will occupy the BSUC Premises (the "**Transferee**"); and
- (iii) the Transferee enters into a written agreement with NDI, or its successor and assign (including, but not limited to, the Residential Condominium) whereby it agrees to assume and be bound by the terms and provisions of the right of first offer provided for herein."

5. NDI hereby acknowledges and agrees that as a result of BSUC granting its consent to the extension requested by NDI and provided for in Section 1 above, BSUC will be required to remain in the current premises on the Property for a longer period than intended and this will cause BSUC to incur expenses for necessary repairs to its current premises as well as lose anticipated rental income and member recruitment at the BSUC Premises. Therefore in consideration of the extension granted by BSUC in Section 1 above, NDI hereby covenants and agrees with BSUC as follows:

- (a) NDI will contribute to BSUC, as required by BSUC, such actual funds as BSUC requires to:
  - (i) cover the costs of necessary repairs to the current BSUC premises; and
  - (ii) necessary incentive costs payable to BSUC's prospective tenant, the United Church of Canada General Council Office, such costs shall be determined by BSUC and shall not be subject to challenge by NDI;

such contributions not to exceed a maximum aggregate amount of \$275,000.00; and

- (b) Commencing on July 1, 2017 and continuing until the earlier of Closing or December 31, 2021, NDI will contribute to BSUC the amount of \$3,000.00 per month on account of the loss of rental income and deferment of new member

recruitment. All such payments are in addition to and not in substitution for any other payments provided under this Agreement.

6. The current construction schedule for the project indicates that the premises shall be available by the United Church of Canada General Council Office for tenant fixturing prior to March 31, 2024.

BSUC current relocation schedule shows that NDI will be requesting to be provided vacant possession of 300 Bloor Street prior to December 31, 2020.

7. In the event that notwithstanding the best efforts of NDI, if it fails for any reason, subject to Force Majeure and other than the default of BSUC, to have available for fixturing the Office Condominium by March 31, 2024 then:
  - (a) for each month or a part thereof following March 31, 2024 until March 31, 2025 that the Office Condominium is not available for fixturing NDI will pay to BSUC \$12,000.00 as compensation for the delay (the "**Delay Compensation**"); and
  - (b) in the event that by March 31, 2025 the Office Condominium is still not available for fixturing then beginning April 1, 2025, the Delay Compensation shall be increased to \$14,000.00 per month until March 31, 2026 after which time all payments of Delay Compensation shall cease.

The foregoing Delay Compensation payments represent the total compensation payable by NDI to BSUC for any such delay in having the Office Condominium available for fixturing by the said date.

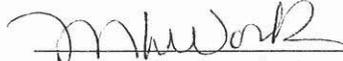
8. NDI agrees that it shall pay the reasonable legal and consultant costs of BSUC associated with this Agreement.
9. BSUC and NDI acknowledge and agree that all other terms of the Purchase Agreement shall remain the same and time shall remain of the essence.
10. This agreement shall be governed by the laws of the Province of Ontario and be binding upon and enure to the benefit of BSUC and NDI and their respective successors and assigns.
11. This Agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement, binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart. An executed counterpart of the Agreement may be transmitted by facsimile or other form of electronic transmission (including by electronic mail via the Internet) and the transmitted copy may be executed and/or amended by the receiving party and electronically transmitted to the other party. Execution or other amendment of a transmitted counterpart shall be as binding as execution or amendment of an original counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

**THE TRUSTEES OF BLOOR STREET  
UNITED CHURCH**



Susan Kaiser, Trustee



Mary Louise Work, Trustee



Donald Cooper, Trustee

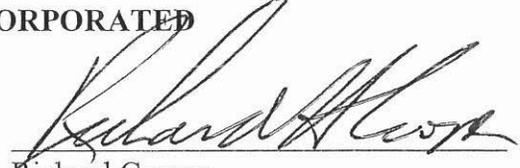


William Davis, Trustee

We have authority to bind the Congregation of Bloor Street United Church

**NORTHROP DEVELOPMENT  
INCORPORATED**

Per



Richard Cooper  
Authorized Signing Officer

Per



Murray Cook  
President

We have the authority to bind the Corporation