

LAND EXCHANGE AGREEMENT

BETWEEN:

Freedom In Christ Pentecostal Assembly

(the "Church")

and

Mattamy (South Estates) Limited

("South Estates")

WHEREAS

- A. The Church is the owner of the lands described in Schedule A as Parcel B;
- B. Parcel B is part of a larger parcel of lands owned by the Church described as Pt Lt 140 German Company Tract Kitchener as in 1236192 Except Pt 1, 58R-6793; s/t B47493; Kitchener bearing PIN 22728-0033 (LT) (the "Church Lands") on which is situate a church building. Parcel B is to be subdivided by one (1) or more consents to convey pursuant to Section 50 of the Planning Act into eight (8) parcels as depicted in Schedule C;
- C. South Estates is the owner of Block 423 on Subdivision Plan 58M-678 ("Block 423") depicted in Schedule A as Parcel A;
- D. The Church and South Estates have agreed as set out herein:
 - a. to the exchange of Block 423 for Parcel B;
 - b. that South Estates shall pay the Church One Hundred and Fifty Thousand Dollars (\$150,000);
 - c. that South Estates shall bring services to the lot line of the Church Lands, this includes i) 200 mm diameter watermain, ii) 200mm diameter sanitary sewer and iii) 600 mm diameter storm sewer as shown on Schedule A;
 - d. that South Estates shall complete certain fencing; and,
 - e. that South Estates shall complete certain landscaping and grading on the Church Lands as depicted in Schedule B.

WITNESSETH that in consideration of the mutual covenants and agreements herein, the sufficiency and receipt of which is hereby acknowledged by each party hereto, the parties acknowledge that the foregoing recitals are true and covenant and agree with the other respectively

as follows:

Article 1 Consent(s) to Convey

1.1 South Estates shall forthwith proceed to the Kitchener Committee of Adjustment at the cost of South Estates to seek consents to convey (sever) Parcel B from the Church Lands as is required to allow the separate conveyance of each of the proposed eight (8) parcels of land that make up Parcel B to South Estates in compliance with Section 50 of the Planning Act for each such parcel of land, as the agent of the Church with all costs of the application(s) on account thereof being the obligation of South Estates to pay. It is possible this may require eight (8) applications for such consents if the City of Kitchener will not allow the same to be processed by one (1) application for such consent.

The foregoing is referred to herein as the “Consent(s)”.

Block 423 is a block on registered plan of subdivision 58M-423. Hence no consent to convey is required to permit the conveyance of Block 423 .

1.2 The Church shall promptly provide all authorizations, consents and signatures reasonably required for South Estates to make and process the Consent(s).

1.3 Neither South Estates nor the Church is obligated to appeal any refusal of the Kitchener Committee of Adjustment with respect to the Consent(s).

1.4 South Estates shall subject to the provision below satisfy all conditions imposed by the Committee of Adjustment on account of the Consent(s) apart from any condition of the Consent(s) that requires any direct or indirect payment of money or costs beyond that which South Estates is prepared to pay. Any such condition requiring any direct or indirect payment of money or costs beyond that which South Estates is prepared to pay that is imposed by the conditions of the Consent(s) shall be satisfied by the Church if the Church is willing to do so, otherwise this Agreement will come to an end and neither party shall have any obligations on account thereof thereafter. For clarity the Church has no obligation to satisfy any such conditions.

1.5 The Church will cooperate and execute all applications, agreements, authorizations and other documentation reasonably required by South Estates for obtaining the Consent(s).

Article 2 Closing

2.1 The Church shall convey the eight (8) parcels that make up Parcel B to South Estates by separate transfers/deeds in exchange for the contemporaneous conveyance of Block 423 from South Estates to the Church and the payment to the Church by South Estates of One Hundred and Fifty Thousand Dollars (\$150,000) on the tenth (10th) Business Day¹) (“Closing”) after the Consent(s) has/have been obtained and are in place with the expiry of

¹ “Business Day” means any day other than a Saturday, Sunday, or a statutory, civic or bank holiday in the province of Ontario;

all appeal periods and with all conditions of the Consent(s) having been satisfied and the Consent(s) not having expired.

- 2.2 If the preconditions for Closing set out in paragraph 2.1 have not occurred by 5:00 pm on December 31, 2022, this Agreement shall be at an end unless the Church and South Estates agree to the contrary in writing, either before or after such date.
- 2.3 Each party will convey such party's lands that are to be conveyed pursuant to this Agreement to the other free from mortgage based on the usual solicitor's undertaking in compliance with the guidelines of the Law Society of Ontario if the mortgage(s) to be discharged is/are institutional and by available discharge on Closing if any mortgage to be discharged is not in favour of an institutional lender. All other title registrations that exist as of the date hereof on either party's lands are accepted. One or more additional agreements may be registered on the South Estates Lands before Closing that relate to the development or servicing of the same and any such agreement(s) is/are accepted by the Church. South Estates will use reasonable efforts to have Block 423 released from any such agreements and existing encumbrances but cannot guarantee all of such agreements and existing encumbrances will be released from the title of Block 423 . The Church will accept Block 423 subject to such agreements and existing encumbrances (other than mortgages) provided that they do not interfere with the Church's intended use and enjoyment of Block 423 or place undue responsibility or liability on the Church, acting reasonably.
- 2.4 Block 423 is valued at One Hundred and Fifty Thousand Dollars (\$150,000) and Parcel B is valued at Three Hundred and Twenty Thousand Dollars (\$320,000). The consideration provided/paid with respect to Parcel B shall be allocated proportionately based on relative acreage amongst the eight (8) parcels of land that make up Parcel B. South Estates shall provide the details of the acreage of each of such parcels prior to Closing.
- 2.5 Each of the Church and South Estates shall be responsible to pay Land Transfer Tax on conveyance of the lands it is receiving on account of this Agreement.

Article 3 Additional Work And Services to be Provided by South Estates

- 3.1 South Estates will also complete the following in consideration of the delivery of the title to South Estates of Parcel B:
 - (a) As and when reasonably required by the Church but in any event within twelve (12) months after Forestwalk Trail (which is depicted in Schedule A) is open to the public, landscaping on the Church Lands (including Block 423) in accordance with the plan attached as Schedule B;
 - (b) The delivery of the services highlighted on Schedule A under the title Church Services as approved by the City of Kitchener at the cost of South Estates to the location indicated on Schedule A by the earlier of the time South Estates completes the servicing of Forestwalk Trail and December 31, 2021;
 - (c) Required transitional grading and vegetation and tree removal along the shared property lines including the areas illustrated on Schedule A adjacent to Block 423 and Parcel B at the cost of South Estates that are shown on Schedule A as being

graded to match existing grades, not later than twelve (12) months after the conveyance of Block 423 and Parcel B contemplated by this Agreement is completed but not later than December 31, 2022;

- (d) The construction of a 1.8 metre high wood privacy fence where Parcel B abuts the remainder of the Church Lands as depicted in Schedule B within twelve (12) months after any building permit is issued for construction of a home on Parcel B but not later than December 31, 2022.

Article 4 General

- 4.1 In respect of HST, each party hereto confirms that it is responsible to pay all HST related to the acquisition of the relevant lands referred to herein from the other and indemnify the transferor therefor, and on Closing, each party will provide the other such party's respective HST registration numbers, an undertaking to remit all HST payable, if any, and an indemnity in connection therewith and in which event no HST shall be collected. If the Church is not entitled to defer the payment of HST by presentation of an HST number and indemnity on closing the Church will pay HST to South Estates on Closing against the value of Block 423 conveyed to the Church being One Hundred and Fifty Thousand Dollars (\$150,000.00) together with the value of the services to be provided by South Estates as additional consideration for Parcel B, being Twenty Thousand Dollars (\$20,000).
- 4.2 The parties will authorize their solicitors to enter into the standard form of Document Registration Agreement ("DRA") whereby it is acknowledged that the delivery of Closing documents and/or money may not occur contemporaneously with the registration of the applicable transfer/deed and may be delivered in escrow for subsequent release pursuant to the DRA.
- 4.3 This Agreement is subject to and conditional upon each party complying with the subdivision control provision of Section 50 of the Planning Act in relation to each party's lands being conveyed on account of this Agreement.
- 4.4 This Agreement as well as any other document to be signed on account of or which is related to or arising out of this Agreement or executed on account of or pursuant to the provisions of this Agreement (any of which other document is referred to herein as a "Related Document"):
 - (a) may be executed (including by electronic means) in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one (1) and the same Agreement and/or Related Document, as the case may be; and,
 - (b) may be transmitted and delivered by electronic transmission;

and any such delivery of this Agreement and/or Related Document so executed shall be deemed to be the equivalent of the delivery of an executed original of this Agreement and/or Related Document as the case may be.

- 4.5 The parties consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000 as amended from time to time with respect to the execution of this Agreement and/or any Related Document.
- 4.6 If any monies payable to the Church on account of this Agreement are to be transmitted to the Church or the Church's lawyer by wire from South Estates or South Estates' lawyer (the "Wire"), and South Estates or the South Estates' lawyer provide evidence that the Wire has been approved, extracted, and confirmed by South Estates' or South Estates' lawyer's financial institution, as evidenced by the records produced by such financial institution, on or before the date and time the monies were owing on account of this Agreement, then any delay in the Church's or Church's lawyer's financial institution to receive the Wire past the date and time the monies were owing shall automatically extend the date and time for such monies to be paid by one (1) Business Day, with all other terms to remain the same and time to continue to be of the essence.
- 4.7 Time shall be of the essence of this Agreement.
- (a) The time for doing or completing any matter provided for in this Agreement may be extended or abridged by:
- (i) an agreement in writing signed by the Church and South Estates; or their respective lawyers who are specifically authorized in that regard; and/or
 - (ii) an agreement expressed in emails exchanged between the Church and South Estates or emails exchanged between their respective lawyers who are specifically authorized in that regard.
- (b) Except as expressly set out in this Agreement to the contrary, the computation of any period of time referred to in this Agreement shall exclude the first day of such period and include the last day of such period. For example, only, if in this Agreement a clause provides:
- (i) an event is to occur within 3 days "before", "of", "following", "within" or "after" an event such as for example only, acceptance or notice and acceptance or notice as the case may be occurs on a Monday, the first calculation day will be the next day (Tuesday) and the event must occur before 11:59pm or such other time that may be specifically expressed on the Thursday of the same week to be compliant with the applicable clause in question; and
 - (i) an event is to occur "at least" 7 days after a certain trigger date or not before 7 days after a certain trigger date and the trigger date is a Monday, the first calculation day will be the next day (Tuesday) and the event would have to occur by (or not before as the case may be) 11:59 pm or such other time that may be specifically expressed on following Monday to be compliant with the applicable clause in question.
- (c) If the time period in question being calculated is to be determined in Business Days:

- (i) the references above to a day or days as the case may be shall be deemed to be references to a Business Day or Business Days as applicable; and,
- (ii) each of the intervening days between the Business Days in question must be Business Days. For clarity, any day that is not a Business Day shall be excluded from calculation of the period in question.

4.8 Each of the Church and South Estates represents and warrants to the other that such entity is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act (Canada) which representation and warranty shall survive and not merge upon the completion of this transaction and each shall deliver to the other on Closing a statutory declaration or certificate confirming the foregoing.

4.9 Each of the Church and South Estates shall be allowed until 6:00 p.m. on the tenth (10th) day before Closing (the “Requisition Date”) to examine the title to the lands being acquired by such entity pursuant to this Agreement at such entity’s own expense.

4.10 Provided that the title to the lands being exchanged pursuant to this Agreement is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in the Agreement.

4.11 If by the Requisition Date any valid objection to title or to any outstanding work order or deficiency notice, is made in writing by either party to the other and which the other is unable or unwilling to remove, remedy or satisfy or obtain insurance (Title Insurance) in favour of the other and any mortgagee, (with all related costs at the expense of the party providing the same), and which the other party will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and neither party shall 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, the parties shall be conclusively deemed to have accepted each other’s title to the lands being conveyed by the other on account of this Agreement.

4.12 Any notice required or contemplated by any provision of this Agreement which either party may desire to give to the other shall be in writing and sufficiently given if given by:

- (a) personal delivery to the party or the party’s lawyer which is effective when given; and/or,
- (b) delivery by prepaid courier to the address for the party or the party’s lawyer listed below during regular business hours in which case such notice is effective when delivered; and/or,
- (c) by postage prepaid, registered mail addressed to the party or the party’s lawyer to whom the said notice is to be given at the address of the party or party’s lawyer set out below or as changed by written notice to the other party or other party’s lawyer. Notice by mailing shall be deemed to have been validly and effectively given and received three (3) Business Days following such posting (provided there is no postal strike or other postal service disruption), as the case may be. If postal services are interrupted due to strike, lockout, or similar event, then during the interruption

the mailing of any such notice shall not be an effective means of sending such notice; and/or,

- (d) by email to the email address set out below to the party or the party's lawyer or as changed by written notice to the other party or the other party's lawyer.

Church's information for service of notice:

Freedom in Christ Pentecostal Assembly
Attention: Tracy Dunham
1643 Bleams Road
Kitchener, Ontario
Email: tracy@freedomkw.com
Phone: (519) 741 5675

Church's lawyer:

Clifton Kok LLP
Attention: Mark Kok
12 Northumberland Street
Ayr, Ontario N0B 1E0
Email: mkok@cklegal.ca
Phone: (519) 632 9755 extension 301

South Estate's information for service of notice:

Mattamy (South Estates) Limited
Attention: Brad Trussler
169 Lexington Court, Unit B-1,
Waterloo, Ontario N2J 4R3
Email: Brad.Trussler@mattamycorp.com

South Estate's lawyer:

Robson Carpenter LLP
Attention: Craig Robson
99 Stanley Street
Ayr, Ontario N0B 1E0
email: crobson@rcllp.ca
phone: (519) 632 1327 extension 227

4.13 This offer shall be irrevocable by South Estates until 5 pm on the _____ day of January, 2022 after which time, if not accepted, this offer shall be null and void.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement

Freedom in Christ Pentecostal Assembly

Per:

Name:

Per:

Name:

We have authority to bind the Church

Dated

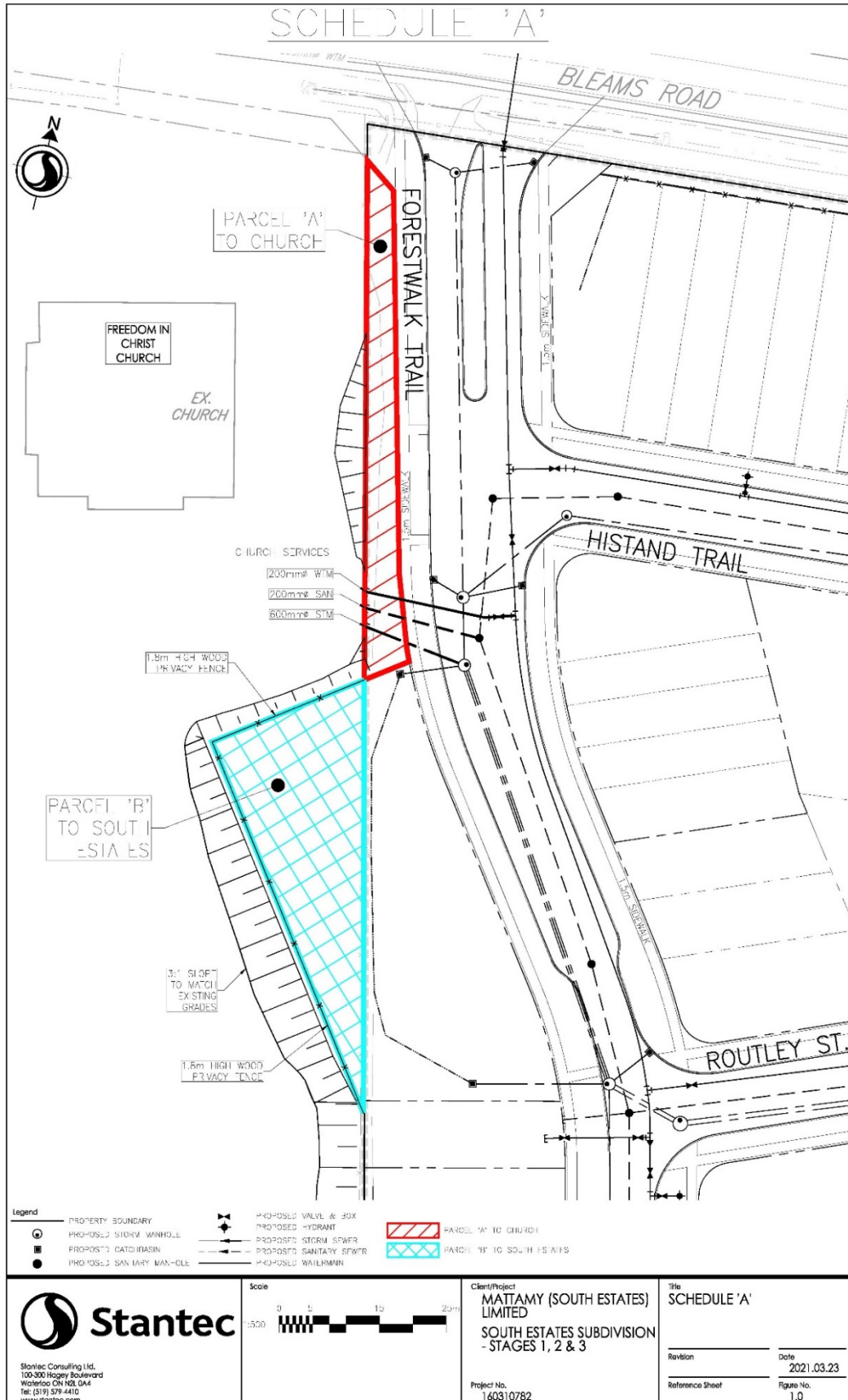
Mattamy (South Estates) Limited

Per:

Name: Brad Trussler

I have authority to bind the Corporation

Dated



Schedule B
Landscaping Plan

(on following two (2) pages)

Schedule C Draft Reference Plan of lands to be severed

