

BDO

AGREEMENT OF PURCHASE AND SALE

TO: BDO Canada Limited, Receiver of the assets, property and undertaking of Contran Manufacturing (1982) Limited and not in its personal capacity and without personal or corporate liability under power of sale (the "Vendor")

FROM: _____ (the "Purchaser")

offers to purchase:

A. Lands and premises bearing the municipal address of _____ in the _____ and being legally described as follows:

Lot 4, 5, 10 and 11, Plan 245, City of St. Thomas, County of Elgin, PIN 35191-0006 (LT)

B. The Lands and premises are collectively referred to as "the **Property**". The purchase price of the Property (the "**Purchase Price**") sold under this Agreement shall be _____ (\$ _____)

Dollars, for Land and for Premises, payable as follows: **Fifteen Thousand (\$15,000.00)** Dollars is paid this date by way of certified a cheque to TCL Asset Group Inc., as a deposit to be held in trust pending acceptance of this offer by the Vendor and the completion or other termination of this Agreement arising from the acceptance of this offer and upon completion of the Agreement to be credited to the Purchase Price. A further deposit of **Thirty-Five Thousand (\$35,000.00) Thousand** Dollars is to be paid by way of a certified cheque to TCL Asset Group Inc. in trust within seven (7) days of acceptance. The balance of the Purchase Price to be paid in cash or certified cheque on the date of completion, subject to any adjustments calculated on the date of completion.

1. The Purchaser acknowledges:

- a) The Vendor is selling the Property under power of sale in exercise of the statutory power of sale contained in a mortgage under which the mortgagor is in default on the date of this Agreement. Such default entitles the Vendor to exercise power of sale,
- b) The Vendor shall have the right, at its option, exercisable at any time, up to and including the date of completion, to terminate this Agreement by delivery of written notice to the Purchaser or its solicitor, if the Vendor is unable to complete this Agreement as a result of any action taken by a prior encumbrancer, the present registered owner, or any other party in the exercise of any right which is not terminated upon acceptance of this Agreement, or an order of the court or any other reason whatsoever. In such event, this Agreement shall be terminated and the deposit, without interest or deduction, shall be returned to the Purchaser, provided that the Vendor shall not be liable to the Purchaser for any losses, costs, expenses or damages incurred or suffered by the Purchaser as a result of termination of this Agreement.

c) Schedules "A" and "B" attached hereto form part of this Agreement.

2. The Purchaser agrees as follows:

- a) to purchase all the Property under this Agreement as is where is as it exists on the date of completion of this Agreement,
- b) that the Vendor makes no representations or warranties of any kind in respect to any defects to the Property, including inherent defects, defects in workmanship, material and any item of construction which has not been completed and the Vendor shall have no responsibility to complete any unfinished work or to remedy any defect,
- c) that the Purchaser is entirely responsible for inspection of the property and acknowledges that the Vendor makes no representation or warranty as to the quality, quantity, fitness and title to the Property,
- d) to complete at its own expense within 7 days of the date of acceptance of this Agreement (the "**Requisition Date**") an examination of the title of the Land, and to make inquiries of the municipality, public utilities and any government authority as to whether the desired use of the Land may be lawful, and that there are no outstanding work orders or deficiency notices affecting the Land,
- e) if on or before the Requisition Date any valid written objection is delivered to the Vendor as to the title or to any outstanding municipal work order or deficiency notice or to the fact that the Purchaser's desired use of the Land will not be lawful which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect to these objections, shall be terminated and the deposit, without interest, shall be repaid to the Purchaser without any deduction and neither the Vendor nor the Purchaser shall be liable for any costs or damages. However, if the Purchaser makes no valid objections in writing by 5:00 p.m. on or before the Requisition Date, the Purchaser shall be deemed to have accepted the Vendor's title to the Property, any municipal work orders and deficiency notices and the available use, except for any valid objections going to the root of title to the Land,
- f) to accept the Property subject to all matters affecting the Property including, without limitation, all leases, encumbrances, easements, rights-of-way, rights of re-entry, agreements, by-laws, restrictive covenants and instruments,
- g) **The Purchaser agrees to deliver on or before the closing date a written direction to the City of St. Thomas tax department to pay directly and exclusively to the Vendor any applicable Property Tax Rebates for the period prior to the date of closing.**

3. The Vendor agrees:

- a) if required by the Purchaser, to authorize the municipality, public utilities and government authority to release all information in regards to the Land provided that such consent shall not provide for any inspections to be conducted by any such municipality, public utility or government authority,
- b) until completion of this Agreement, all the Property shall remain at the risk of the Vendor . In the event of substantial damage to the Property, the Vendor may, at its option, terminate this Agreement and the deposit shall be repaid to the Purchaser without interest or deduction.

4. The Vendor and the Purchaser agree:

- a) there is no representation, warranty, collateral agreement or condition affecting this agreement or the Property except as expressed in this Agreement,
- b) the transfer of the Land shall be prepared by the Vendor.
- c) this offer shall be irrevocable until 12 noon on the _____ day of _____ 2010, and if not accepted by that time, this offer shall be null and void and the deposit shall be repaid to the Purchaser without interest,
- d) acceptance of this offer by the Vendor is subject to the Vendor being prevented from completing this Agreement by virtue of any action of the mortgagor, any third party or any order of any court of competent jurisdiction,
- e) all Land Transfer Taxes, Sales Taxes, Goods and Services Taxes and Harmonized Sales Taxes, if payable, shall be paid by the Purchaser on the date set for completion of this Agreement,

- f) time shall be in all respects of the essence, and
- g) subject to the terms and conditions set out herein, this Agreement shall be completed no later than 4:30 p.m. **on the 30th day after acceptance of this Agreement of Purchase and Sale by the Vendor, which shall be _____.**

Dated the _____ day of _____, 2010.

(Purchaser)

Witness

Signature of Purchaser
(I have the authority to bind the Corporation)

The Vendor accepts the above offer.

Dated the _____ day of _____, 2010.

BDO CANADA LIMITED, Receiver of the assets, property and undertaking of Contran Manufacturing (1982) Limited and not in its personal capacity and without personal or corporate liability under power of sale.

SCHEDULE “A” OF AGREEMENT OF PURCHASE AND SALE

TERMS AND CONDITIONS OF SALE, ETC.

**RE: LOT 4, 5, 10 AND 11, PLAN 245, CITY OF ST. THOMAS, ONTARIO PIN
35191-0006 (LT)**

1. The following real estate is being offered for Sale, pursuant to Schedule ‘A’ - Terms and Conditions of Sale, Etc., Schedule “B” and pursuant to the Offer to Purchase/Agreement of Purchase and Sale and pursuant to any Schedules attached hereto and thereto:

Lands and Premises: Legally described as follows:

**Lots 4, 5, 10 and 11, Plan 245, City of St. Thomas, Ontario PIN 35191-0006
(LT)**

Municipally Known as 45 Yarmouth Road, St. Thomas, Ontario

2. The Terms and Conditions contained in the Offer to Purchase/Agreement of Purchase and Sale and Schedule “B”, shall form part of these Terms and Conditions of Sale.
3. Any Offer to Purchase submitted shall be in writing in the required ‘Form of Offer’ attached hereto. The Offer shall be submitted in accordance with and subject to Schedule ‘A’ - Terms and Conditions of Sale, and Schedule “B”, and the Offer to Purchase/Agreement of Purchase and Sale; and any Schedules attached hereto and thereto. Offers received by the Vendor that are not in the required ‘Form of Offer’, may at the sole discretion of the Vendor be rejected.
6. Cheques or drafts accompanying Offers that are not accepted by the Vendor shall be returned, without interest, by Registered mail addressed to the Offeror at the address shown on the Offer, or as otherwise arranged with the Offeror.
7. All stipulations as to time are strictly of the essence.
8. The Purchaser acknowledges that any information or documentation supplied to the Purchaser by the Vendor or its agents or representatives, is and was supplied without any representation or warranty, and that the responsibility for the verification of any such information or documentation shall be wholly that of the Purchaser.

45 YARMOUTH ROAD, ST. THOMAS, ONTARIO
SCHEDULE "A", continued

Purchaser

Witness

Purchaser's Signature
(I have the authority to bind the
Corporation)

Dated at _____ this _____ day of _____ 2010.

SCHEDULE "B" (ONTARIO)

The following clauses form part of the Agreement of Purchase and Sale between BDO CANADA LIMITED in its capacity as Receiver of the assets, property and undertaking of Contran Manufacturing (1982) Limited and not in its personal capacity and without personal or corporate liability Under Power of Sale as Vendor and _____ as Purchaser dated _____, 2010.

1. The term "Vendor" as used herein shall have no inference or reference to the present registered owner of the Property.
2. The Purchaser acknowledges that the Vendor is selling the Property under the power of sale provisions in the Charge/Mortgage (the "Mortgage") registered against the Property. The Purchaser agrees to accept title to the Property pursuant to the provisions of the *Mortgages Act* as amended. The Purchaser further acknowledges that on the date of acceptance of this Offer, there is default under the terms of the Mortgage, which default entitles the Vendor to exercise its power of sale. The only evidence of such default which the Purchaser may require on closing shall be a statutory declaration made by the Vendor setting forth the facts entitling the Vendor to sell under its power of sale, including the particulars of the notice of exercising such power of sale and the names of the persons upon whom service of such notice has been effected and declaring that default under the Mortgage entitling the Vendor to exercise its power of sale has continued up to and including the date of acceptance of this Offer.
3. The Deposit shall be held by TCL Asset Group Inc. pending completion or other termination of this Agreement, which deposit shall be credited on account of the Purchase Price on Closing. If for any reason other than the default of the Purchaser, the transaction is not completed, the Deposit inclusive of interest (if the Deposit is held in an interest bearing account) shall be returned to the Purchaser forthwith without deduction. Interest earned on the Deposit (if deposited in an interest bearing account) shall accrue to the Purchaser up to but not including the Closing and to the Vendor from, after and including the Closing (unless the Purchaser forfeits the Deposit as a result of the Purchaser's default in which event the Vendor shall be entitled to all such interest (if the Deposit is held in an interest bearing account) (together with the Deposit) as liquidated damages without prejudice to any other rights or remedies it may have under this Agreement or damages at law or in equity as a result of such default). TCL Asset Group Inc. shall be under no obligation to hold the Deposit in an interest bearing account.
4. the Purchaser shall accept title by way of a Transfer/Deed, together with the usual statutory declarations as to default under the Mortgage and compliance with Part III of the *Mortgages Act*. The Vendor shall not be required to complete the Planning Act statements in the deed. The Deed shall expressly exclude all covenants of further assurance which would otherwise be implied by the *Land Registration Reform Act*.
5. The Purchaser acknowledges that no representations or warranties have been made by the Vendor, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Property or any buildings located thereon nor as to the performance of any parts thereof nor as to the presence or absence of hazardous substances on the Property including, without limitation, urea formaldehyde foam insulation and any "contaminant" within the meaning of the *Environmental Protection Act*.
6. The Purchaser acknowledges that the Property is sold on an "as is, where is" basis and no representation or warranty is expressed or can be implied as to title, description, fitness for purpose, quantity, condition or quality thereof or in respect of any other thing whatsoever and the Purchaser shall complete the transaction without abatement of the purchase price. For greater certainty the Purchaser acknowledges it has relied entirely on its own investigations and inspections and

that the Purchaser will accept the Property "as is" on the day of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to all judicial, municipal or any other governmental by-laws, agreements, restrictions or orders effecting or regarding its condition or use (including deficiency, compliance requests, work and other orders), all registered or unregistered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the subject property or adjoining properties or streets, all municipal and other development and sewer levies, fees, imposts and charges and all amounts added to the tax roll (other than realty taxes imposed on the assessment of the property and public utilities which are a lien prior to the Mortgage), in all cases regardless of whether there is compliance.

7. The Vendor shall have no obligation to remove any chattels or other contents found on the Property.
8. The description of the Property is believed by the Vendor to be correct but if any misstatement, error or omission is found in the particulars thereof, this Agreement shall not be rendered null and void and the Purchaser shall not be entitled to an abatement of the purchase price.
9. Notwithstanding anything to the contrary in this Agreement, if:
 - (a) a certificate of pending litigation is registered against the Property,
 - (b) the Purchaser submits a valid title requisition within the time limited for such requisitions which the Vendor is unable to satisfy,
 - (c) the Property is occupied by the owner of the Property and the Vendor is required to and is unable to provide vacant possession on Closing,
 - (d) the Purchaser has not complied with or performed all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Purchaser on or before the date of Closing,
 - (e) an action or proceeding shall be pending or threatened by any person to restrain or prohibit the sale by the Vendor to the Purchaser, or
 - (f) the Vendor is unable to complete the transaction as a result of (a) any action taken by a prior encumbrancer or the present registered owner, (b) the exercise of any right (not terminated upon acceptance of this Agreement) by the present registered owner or other party subsequent in interest to the Vendor, (c) an injunction, court order or judgment or (d) any stay of proceedings or (e) any other matter

The Vendor may, at its option, elect by written notice to the Purchaser or its solicitor delivered anytime on or before Closing:

- i) to terminate this Agreement whereupon the Deposit shall be returned to the Purchaser with interest (if the deposit is held in an interest bearing account) and neither party shall have any further rights or liabilities hereunder; or
 - ii) to extend the date of Closing otherwise established pursuant to this Agreement for up to 90 days (the "Extended Closing Date"), in which case the Closing date shall become the Extended Closing Date, to enable the Vendor to obtain a court order permitting the transaction to be completed or vacating such certificate or to satisfy such title requisitions or to obtain vacant possession, as the case may be, provided however that should the Vendor be unable to complete the transaction by the Extended Closing Date, the Vendor may terminate this Agreement and the Deposit with interest (if the Deposit is held in an interest bearing account) shall be returned to the Purchaser and neither party shall have any further rights or liabilities hereunder.
10. The Purchaser agrees to accept the Property subject to the following:

- (a) all existing tenancies of the Property;
- (b) all outstanding work orders, deficiency notices, orders to comply and the like affecting the Property;
- (c) zoning and building code violations; and
- (d) any restrictions, covenants, by-laws, easements, rights-of-way, rights-of-re-entry, municipal and other agreements that affect the Property.

If the Property is occupied by any tenants, the Vendor will provide only the information, assurances, assignments or other requisitioned documents with regard to the tenancy(ies) that are within the Vendor's possession or control. The Vendor makes no representation or warranty as to the terms or validity of the tenancy(ies) or as to the legality of any rents payable by the tenant(s). Adjustments shall be made for current rentals and prepaid rents which have been received by the Vendor.

11. The Purchaser acknowledges that there may be outstanding arrears with respect to property taxes and utilities and amounts owing under prior mortgages and agrees that the Vendor, at its option, shall be entitled to make adjustment on the statement of adjustments for such matters or, in the alternative, direct that the proceeds due on Closing be used to pay out such arrears.
12. Notwithstanding anything to the contrary in this Agreement, the Vendor shall not be required to deliver a discharge, release or reassignment on or before Closing of any existing mortgages, liens or other encumbrances subsequent in priority to the Vendor's mortgage, which may be registered against the Property.
13. In addition to the Purchase Price, Purchaser agrees to pay to the Vendor on Closing an amount equal to all taxes and other charges that may be payable under the *Excise Tax Act* or any other applicable legislation (collectively, the "Applicable Taxes"). If the Purchaser fails to pay the Applicable Taxes including but not limited to the harmonized sales tax on Closing, the Vendor may terminate this Agreement and retain the Deposit and interest earned thereon without prejudice to any other rights or damages at law. The Vendor shall not be responsible to provide any certificates with respect to the application of the Applicable Taxes to the transaction.
14. The within Agreement may not be assigned by the Purchaser without the prior written consent of the Vendor.
15. The Purchaser hereby covenants and agrees, and it is a fundamental term of this Agreement, that it shall not register or cause to be registered either this Agreement, any notice or assignment thereof, any caution or any certificate of pending litigation against title to the Property in default of which the Vendor shall be entitled to terminate this Agreement and retain the Deposits theretofore paid, without prejudice to any other rights and remedies which the Vendor has either pursuant to this Agreement or at law. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property.
16. Where available, title shall be conveyed electronically. Whether conveyed electronically or in the manner required by the Director of Titles, the Purchaser shall accept the prescribed solicitor's statements attached to the transfer as conclusive evidence of compliance with the *Mortgages Act* and other applicable legislation. The Vendor will not provide any affidavit evidence in support of compliance.

17. The Vendor states and the Purchaser acknowledges that the Vendor is not and will not be at time of closing a non-resident of Canada as defined by the *Income Tax Act*; the Vendor will not provide any affidavit evidence with respect thereto.
18. Any acceptance of this offer and any notices under this Agreement communicated by confirmed facsimile transmission shall be binding upon the parties. Each party agrees to promptly deliver on request an executed original of such communication.
19. There will be no adjustments whatsoever after closing, including without limiting the foregoing, adjustments for realty taxes, business taxes, property assessments, sewer levies, water, hydro and utilities.
20. The Purchaser agrees that the Vendor may, in its absolute discretion, accept, on or before the closing date or any extension thereof, part payment or redemption of the Mortgage by any party having an interest in the Property and, thereupon, may terminate the Agreement without liability of any kind to the Purchaser.
21. The Purchaser agrees to deliver to the Vendor on or before Closing, duly executed by the Purchaser (if applicable) any other document relative to the completion of this Agreement as may reasonably be required by the Vendor or the Vendor's solicitor.
22. The Vendor is entering into this Agreement solely in its capacity as the Receiver of the assets, property and undertaking of Contran Manufacturing (1982) Limited and not in its personal or any other capacity and the Vendor and its agents, officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith. Any claim against the Vendor shall be limited to and only enforceable against the property and assets then held by or available to it in its said capacity as Receiver and shall not apply to its personal property and assets held by it in any other capacity.
23. The Purchaser covenants and agrees that it will:
 - (a) keep confidential all non-public reports and non-public results of its inspections, tests, studies, surveys and investigations and all non-public information provided by the Vendor or its agents to the Purchaser hereunder; and
 - (b) effective on and after the Closing, assume and be fully responsible for any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.
24. The Purchaser hereby represents and warrants to the Vendor as follows:
 - (a) the Purchaser is and will be as of the Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the Property and the Purchaser has full power, authority and capacity to enter into this Agreement and carry out the transaction contemplated herein;
 - (b) all necessary action on the part of the Purchaser and its directors has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transaction contemplated herein;
 - (c) no consent or approval of or registration, declaration or filing with any governmental authority, body, agency, commission, board, bureau, or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Property (each, an "Authority") is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of its obligations hereunder; and

- (d) the Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).

The foregoing representations and warranties shall survive and shall not merge on the Closing.

25. Save as otherwise provided herein, the Purchaser hereby acknowledges and agrees as follows:

- (a) it is responsible for conducting its own searches and investigations of the current and past uses of the Property;
- (b) the Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Property is or will be lawful or permitted;
- (c) it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
- (d) it is purchasing the Property on an "as is, where is" basis including without limitation, outstanding work orders, deficiency notices, compliance requests, development fees, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any Authority;
- (e) the Vendor shall have no liability or obligation with respect to the value, state or condition of the Property, whether or not the matter is within the Vendor's knowledge;
- (f) the Vendor has made no representations or warranties with respect to or in any way related to the Property, including without limitation, the following:
 - (i) the title, quality, quantity, marketability, zoning, fitness for any purpose, state, condition or location of the Property;
 - (ii) the environmental state of the Property, the existence, nature, kind, state or identity of any Hazardous Materials (as hereinafter defined) on, under, or about the Property, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under any Environmental Laws (as hereinafter defined), or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Property including, without limitation, any obligation to deal with any discharge of any Hazardous Materials on, under or about the Property and any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any Hazardous Materials whether on, under or about the Property or elsewhere;
 - (iii) the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Property, or any matter or thing arising out of or in any way connected therewith;
 - (iv) the conformity of the Property to past, current or future applicable zoning or building code requirements;

- (v) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
 - (vi) the sufficiency of any drainage;
 - (vii) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area;
 - (viii) the existence or non-existence of underground storage tanks;
 - (ix) any other matter affecting the stability or integrity of the Property;
 - (x) the availability of public utilities and services for the Property;
 - (xi) the sufficiency or adequacy of any wells and water supply for irrigation or any other purpose; and/or
 - (xii) the existence of zoning or building entitlements affecting the Property;
- (b) any information provided by the Vendor describing the Property has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete or accurate or correct and none of such information forms a part of this Agreement;
- (c) except as expressly provided herein, there is no representation, warranty or condition, express or implied, statutory or otherwise, as to the Property or the Debtor including title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectibility, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licences, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever;
- (d) no adjustment shall be allowed to the Purchaser for changes to the Property from the date hereof to the date of Closing; and
- (e) the Vendor shall not be required to furnish or produce any document, record or evidence of title with respect to the Property, except those in its possession, which have already been reviewed and accepted by the Purchaser.
26. For the purposes herein, (i) "Hazardous Materials" means any of (i) all chemicals, materials, contaminants, wastes and substances defined as or included in the definition of "contaminants", "wastes", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", or "Pollutants", or words of similar import under any applicable Environmental Laws; and (ii) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, radioactive materials, urea formaldehyde based substances, asbestos and asbestos-containing materials in any form, lead-based paint, polychlorinated biphenyls ("PCBs"), and substances and compounds containing PCBs, or dioxins of any kind; and (ii) "Environmental Laws" means all applicable federal, provincial, municipal, regional and local laws, including common law and all statutes, by-laws, rules and regulations and all orders, directives and decisions rendered by, and policies, instructions, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency relating to the protection of the environment or occupational health and safety, including those pertaining to reporting, licensing, permitting, investigation, remediation and clean up or other remediation or corrective action in connection with any presence, release, discharge, escape or disposal or threat of same of any Hazardous Materials or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling or containment of any Hazardous Materials, as amended and as in effect from time to time (including, without limitation, the

Environmental Protection Act, R.S.O. 1990 c.E. 19, the *Hazardous Products Act*, R.S.C. 1985, c.H.-3, the *Gasoline Handling Act*, R.S.O. 1990 c.G. 4, the Environmental Code of Practice for Underground Storage Tank Systems Containing Petroleum Products and Allied Petroleum Products, 1993 Edition (CCME EPC-LST-61E), and the *Occupational Health and Safety Act*, R.S.O. 1990 c.O.1, and any successor statutes and regulations to the foregoing).

27. In the event of any conflict between any provision of Schedule "B" to this Agreement and any provision in the pre-printed, typed or written terms in the main body of the Agreement and the terms of any other Schedule(s), the terms of Schedule "B" shall prevail to the extent of such conflict.