

THIS AGREEMENT made, in duplicate, this 13th day of
September, A.D. 1983.

B E T W E E N :

ARMEN-ONTARIO OF ARMENIAN GENERAL BENEVOLENT UNION INC.,
a corporation incorporated under the laws of the Province
of Ontario,

hereinafter called "UNION"

OF THE FIRST PART

- and -

HOLY TRINITY ARMENIAN CHURCH OF TORONTO, a Church incorporated
under the laws of the Province of Ontario,

hereinafter called the "CHURCH"

OF THE SECOND PART

WHEREAS UNION owns the lands and premises more particularly
described in Schedule "A" attached hereto (hereinafter called
the "UNION lands");

AND WHEREAS UNION desires to sell and CHURCH desires to
purchase that part of the UNION lands consisting of
approximately 0.974 acres (hereinafter called the "CHURCH
lands") as outlined in the sketch attached hereto as
Schedule "B";

AND WHEREAS the parties are entering into this agreement to
regulate the terms and conditions of the purchase and sale
of the CHURCH lands.

IN CONSIDERATION of the aforesaid and other good and valuable
consideration, the parties hereto mutuall covenant and agree
with one another as follows:

1. CHURCH agrees to purchasé and UNION agrees to sell
the CHURCH lands for a purchase price of \$260,000.00.

2. The transaction contemplated herein shall close on the 8th day of November, 1983 (hereinafter called the "closing date").
3. UNION hereby acknowledges receipt from CHURCH of a deposit in the amount of TEN THOUSAND--(\$10,000.00) DOLLARS (hereinafter referred to as the "Deposit") which amount shall be credited against the purchase price upon completion of the transaction contemplated herein. The said deposit shall be held in escrow by the solicitors for UNION and deposited in an interest bearing account. In the event that this transaction is not completed or is terminated by any party for any reason whatsoever, the said deposit of \$10,000.00 shall be returned forthwith to CHURCH together with interest.
4. The balance of the purchase price shall be paid by certified cheque on the closing date, subject to adjustment for realty taxes. For purposes of the closing of this transaction, "realty taxes" shall not include local assessments or improvements and the realty taxes shall be adjusted on the closing date as if the CHURCH lands consisted of 27.1% of the UNION lands excluding UNION buildings. Upon the CHURCH lands being separately assessed by the City of Scarborough, the parties hereto agree to re-adjust the said realty taxes, if necessary, in a manner consistent with the said re-assessment.
5. CHURCH shall have Thirty (30) days following the date of execution hereof to examine title to the CHURCH lands at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the property. If, within that time,

any valid objection to title is made, in writing, to UNION which UNION is unable or unwilling to remove and which CHURCH will not waive, this agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections be null and void and the deposit shall be returned together with interest as aforesaid. SAVE as to any valid objections made within such time, and except for any objection going to the root of the title, CHURCH shall be conclusively deemed to have accepted title of UNION. UNION hereby consents to the City of Scarborough releasing to CHURCH details of all outstanding municipal work orders or deficiency notices affecting the UNION lands.

6. UNION represents and warrants that the CHURCH lands are presently zoned to permit the construction of a church and multi-purpose hall or halls, offices and other church-related facilities.
7. UNION hereby agrees to remove all existing encumbrances against the CHURCH lands, registered or unregistered, save and except such easements or rights-of-way as may be necessary to service the CHURCH lands and/or UNION lands. CHURCH covenants and agrees to permit UNION and its agents the right to enter on CHURCH lands at all times to repair the services which connect to and service UNION lands. PROVIDED that UNION shall indemnify and save harmless CHURCH from any damages, costs, claims or expenses arising therefrom.
8. At any time prior to the closing date CHURCH or its agents or representatives may enter the CHURCH lands for purposes of conducting soil tests and/or surveying the said lands provided that CHURCH shall indemnify and save harmless UNION from any costs, claims or expenses arising therefrom.

9. The parties hereto acknowledge that a Consent to sever the UNION lands has been granted by the Committee of Adjustment of the City of Scarborough, subject to certain terms and conditions. UNION covenants and agrees to proceed diligently to fulfil the terms and conditions of the said Consent on or before the closing date. CHURCH shall pay for the preparation of all surveys, Reference Plans and/or legal descriptions. In the event that the said terms and conditions are not complied with on or before the closing date, this agreement shall be null and void and the deposit returned to CHURCH forthwith together with interest as aforesaid.
10. CHURCH and UNION each represent and warrant that neither is a non-resident of Canada within the meaning of Section 116 of The Income Tax Act of Canada.
11. CHURCH represents and warrants that it shall construct and operate upon the CHURCH lands a building known as HOLY TRINITY ARMENIAN CHURCH substantially in accordance with the attached site plan marked as Schedule "B" consisting of a church, a multi-purpose hall or halls, ancillary offices and other related facilities all of which construction is hereinafter referred to as the "CHURCH building".
12. In the event that UNION receives a bona fide offer from a third party to purchase UNION lands or building, CHURCH shall be entitled to a first right of purchase for the same price and the same terms as are contained in the offer obtained by UNION from the third party. CHURCH shall have thirty (30) days after receipt of a copy of third party's offer to elect to purchase UNION lands and building and to so advise UNION, in writing, failing which CHURCH's right of first refusal contained herein shall be at an end.

13. In the event that CHURCH receives a bona fide offer from a third party to purchase CHURCH lands or building, UNION shall be entitled to a first right of purchase for the same price and the same terms as are contained in the offer obtained by CHURCH from the third party. UNION shall have thirty (30) days after receipt of a copy of third party's offer to elect to purchase CHURCH lands and building and to so advise CHURCH, in writing, failing which UNION's right of first refusal contained herein shall be at an end. Provided that CHURCH shall be entitled to transfer title to lands or buildings to the diocese of the Armenian Church without entitling UNION to exercise its first right of refusal.
14. CHURCH covenants and agrees that during construction:
- (a) The construction site will be reasonably enclosed within such barricades as are required by municipal or other governmental by-law;
 - (b) CHURCH shall keep the construction site and the UNION driveways and remaining UNION lands reasonably clear of debris;
 - (c) CHURCH shall repair any damage done to UNION lands arising out of the construction taking place on CHURCH lands;
 - (d) CHURCH shall ensure that the driveway shall be located as set out in the site plan;
 - (e) Any flagpole must be relocated at location designated by UNION at CHURCH expense;
 - (f) CHURCH must provide its own garbage enclosures on church lands and pick-up route provided that it obtains the written consent of UNION for the location of the garbage enclosures and the pick-up route, which consent shall not be unreasonably withheld;

(g) CHURCH must not use the existing services of UNION but must provide its own services, e.g. hydro, water and gas;

(h) CHURCH shall ensure that heavy traffic or construction machinery will not unreasonably obstruct UNION driveways or property.

15. UNION shall, during the period of construction referred to in paragraph 11, permit CHURCH, its employees and agents to obtain access to the CHURCH lands through access roads outlined in Schedule " " attached hereto.
16. The deed to CHURCH shall include a grant of right-of-way for purposes of pedestrian and vehicular traffic over the lands outlined in red on the Schedule attached hereto as Schedule " " together with an easement for vehicular parking over the lands outlined in yellow on the said Schedule " ". The said deed shall be subject to a grant of right-of-way in favour of UNION for the purpose of pedestrian and vehicular traffic over the lands outlined in blue on the attached Schedule " " together with an easement for vehicular parking over the lands outlined in pink on the attached Schedule " ".
17. The parties hereto agree to enter in/a parking and drive-way maintenance agreement prior to or forthwith following the closing date wherein each party shall agree to provide all maintenance to parking areas and drive-ways located upon its lands and to maintain such parking areas and driveways in a state of good repair. Each party shall pay for one-half of the cost of maintenance to the parking areas and driveways which are subject to rights-of-way in favour of the other party. The said maintenance costs shall include snow removal, hydro and water; maintenance and re-surfacing and replacing asphalt paving; insurance and light poles and fixtures. Such agreement is to come into effect twelve (12) months after CHURCH commences construction of CHURCH building.

18. In the event that the parties hereto mutually agree to have increased parking facilities, the parties hereto shall share the costs of such parking facilities on a fifty per cent (50%) basis.
19. The deed, save for the land transfer tax affidavit, must be prepared in registerable form at the expense of UNION.
20. Time shall in all respects be of the essence herein provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing, signed by both parties hereto or by their respective solicitors who are hereby expressly appointed in this regard.
21. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the closing date. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario savings office.
22. All of the terms and conditions of this agreement shall not merge but shall survive the closing of the transaction and shall be registered against both CHURCH and UNION lands.
23. The parties hereby covenant and agree with each other to execute whatever additional documents may be necessary to give full effect to the terms of this agreement.
24. This agreement shall constitute the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this agreement or the property or supported hereby other than as expressed herein in writing. This agreement shall be read with all changes of gender or number required by the context.

25. Any notice required to be given hereunder shall be sufficiently given if delivered to CHURCH at

or to UNION at

or, if mailed, by prepaid registered mail at the aforesaid addresses. If delivered, notice shall be deemed received on the day of delivery and, if mailed by prepaid registered mail, notice shall be deemed received on the second day following posting, save and except for Saturday, Sunday or statutory holidays.

26. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. The within agreement is subject to the approval of the Diocesan Council and Board of Trustees and the Holy Trinity Parish Assembly.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their hands and seals, this day of , 1983.

ARMEN-ONTARIO OF ARMENIAN
GENERAL BENEVOLENT UNION INC.

Per: _____
authorized signing officer

HOLY TRINITY ARMENIAN CHURCH OF
TORONTO

Per: *[Signature]*
authorized signing officer

[Signature]

SCHEDULE "A"

FIRSTLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Scarborough, in the Municipality of Metropolitan Toronto, and being composed of Part of Lot 18, Concession 2, of the said City of Scarborough, now designated as Part 1 on Plan 64R-4859, being a plan of survey of record filed in the Land Registry Office for the Land Registry Division of Toronto Boroughs (No. 64) save and except for Part 4 on Plan 64R-8200.

SECONDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Scarborough, in the Municipality of Metropolitan Toronto, being composed of that Part of Lot 18, Concession 2, now designated as Part 2 on Reference Plan 64R-8200 deposited on the 22nd day of January, 1980 in the Registry Office for the Registry Division of Toronto Boroughs (No. 64).

THIRDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Scarborough, in the Municipality of Metropolitan Toronto and Province of Ontario and being composed of Part of Lot 18, Concession 2 and more particularly described as Part 4 on Reference Plan Number 64R-4859 deposited in the Land Registry Office for the Registry Division of Toronto Boroughs (No. 64) save and except for Part 6 on Plan 64R-8200.