

# RIGHT OF OCCUPANCY AGREEMENT

BETWEEN:

**LIONEL BOUCHARD**

Hereinafter called "the Vendor"

-and-

**ANDRE LIONEL BOUCHARD**

Hereinafter called "the Purchaser"

WHEREAS the Vendor has sold the following land to the Purchaser:

SE 1/4 14-11-3 WPM exc. 1stly: The Wly 990 feet pr:tp; secondly: Plane 2215 and 28648 PLTO; 3rdly: Road Plan 1205 PLTO;

AND WHEREAS the parties have agreed that the Vendor is to retain the right to continue to occupy the residence on the said land as long as they wish to do so during their lifetimes;

NOW THEREFORE the parties hereto agree each with the other as follows:

1. The Vendor shall have the personal right to occupy the residence on the land for as long as they desire, on a rent free basis.
2. The Vendor shall have free and unrestricted access to and from the residence.
3. During their occupancy of the residence, the Vendor shall pay all utility costs and shall repair and maintain the residence, excepting only reasonable wear and tear.
4. The Purchaser shall be responsible for all structural repairs to the residence and replacing the furnace and hot water tank when required.
5. During their occupancy of the residence, the Vendor shall pay, within 30 days of notice from the Purchaser, that portion of any municipal, school or provincial taxes levied against the land that relates to the residence.
6. During the life of this Agreement, the Vendor is responsible for maintaining fire insurance on his personal possessions, as he sees fit, and the Purchaser shall maintain fire insurance on the residence.

This is exhibit B  
of the deed from the Vendor  
shown before me as a witness  
this 21 day of July 2008

A. BARRISTER AT LAW

REGISTERED TO PRACTICE IN THE PROVINCE OF MANITOBA



7. (a) Should the structure of the residence be damaged by fire or other cause, but the residence remains habitable, the Purchaser shall undertake appropriate repairs as soon as is reasonably practicable; the Purchaser shall not be obligated to put the residence into a condition better than it was prior to being damaged. The Vendor shall take all necessary steps to facilitate the repairs.

(b) Should the structure of the residence be damaged by fire or other cause so that it is no longer habitable, the Purchaser shall have the sole right to decide whether or not to rebuild the residence but must so decide within 15 days of the damage occurring. If the Purchaser choose not to rebuild then this agreement shall terminate forthwith. If the Purchaser chooses to rebuild then the Vendor's right of occupancy shall resume when the residence is again habitable and, until then, the rights and obligations created by this Agreement are suspended.

8. The rights provided to the Vendor by this Agreement are personal to the Vendor and may not be assigned, encumbered or conveyed in any fashion. Without limiting the foregoing, this Agreement does not allow the Vendor to lease or otherwise give up possession of the residence to any one except the Purchaser.

9. Upon the death of the Vendor, or if the Vendor during his lifetime vacates the residence permanently, the right of occupancy created by this Agreement is terminated and the Purchaser shall have immediate and exclusive possession of the residence, without compensating in any way the Vendor or his heirs, successors or assigns.

10. Time shall be in all respects of the essence hereof.

11. This agreement shall be binding upon each of the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement this 22 day of September, 2002

SIGNED In the presence of:



