

Appendix “A”
Major Terms And Conditions
Licence Finch Station TTC Commuter Parking Lot on Hydro
Corridor

1. Licensor:

Her Majesty The Queen In Right Of Ontario as represented by the Minister Of Infrastructure and/or Ontario Lands and Lands Corporation, or any related or designated entity.

2. Term:

Five (5) years commencing on January 1, 2012 and expiring on December 31, 2016.

3. Renewal Rights:

To be negotiated. A possible 5 year renewal is contingent on the parties renegotiating a mutually satisfactory licence fee and contribution to taxes or grant-in-lieu of taxes prior to December 31, 2016.

4. Licensed Area:

Approximately 24.968 acres consisting of (i) 23.899 acres (app.) to be used for commuter parking lot purposes, and (ii) 1.069 acres (app.) to be used for buffer/maintenance purposes to separate the 23.899 parking areas from residential properties abutting these lands.

5. Licence Fee:

- (i) Regarding the 23.899 acres to be used for commuter parking lot purposes: \$721,451.00 per annum Licence Fee plus 75 per cent (75%) of the annual realty taxes or grants- in-lieu thereof plus
- (ii) Regarding the 1.069 acres (app) to be used for buffer/maintenance purposes as described above: NIL Licence Fee but 100per cent (100%) of the annual realty taxes or grants- in-lieu thereof

6. Back Rent

Back rent from December 1, 2002 to April 30, 2007 have been waived. The City shall pay \$1,033,013 being the back rent owing from May 1, 2007 to December 31, 2011.

7. Use:

- (a) The 23.899 acre portion of the Lands is for the Finch commuter parking lots and the 1.069 acre portion is for a buffer/maintenance strip to separate the parking lot areas from residential properties abutting these lands.
- (b) Additional to licensing the Lands on an "as is, where is" basis, the Licence will acknowledge the priority of existing subsurface easement rights of Hydro One Telecom Inc., and the primary rights of Hydro One Networks Inc. to use the Lands to operate a transmission or distribution system, and of all existing or future rights of use or secondary use or other rights entered into by the Licensor or Hydro One Networks Inc.

8. Early Termination:

Licensor shall have the compensation-free right to terminate the Licence Agreement in whole or in part at any time at least ninety (90) days prior written notice if: (a) Licensor considers all or any part of the Lands necessary or desirable for its works or the Licensor's Permittees or the transmission or distribution system(s) of Hydro One Networks Inc., or (b) the Licence in any way interferes with or impedes the right of Hydro One Networks Inc. to use the Lands to operate a transmission or distribution system.

9. Insurance:

The City is to arrange and maintain a liability insurance policy satisfactory to the Licensor in the minimum amount of Five Million (\$5,000,000.00).

10. Documentation:

A mutually satisfactory Licence based on the Licensor's existing template and the major terms hereof to be negotiated. This Licence and all related documentation may contain such further revisions and other terms and conditions as are satisfactory to the Chief Corporate Officer in consultation with the Chief Property Development Officer of the TTC, and in a form acceptable to the City Solicitor.