

## Appendix “A”

### Major Terms of Agreement of Purchase and Sale For Conveyance of Closed Streets and Lanes to Ontario Infrastructure and Lands Corporation for Inclusion in West Don Lands/ Pan/Parapan Am Games Athletes' Village

#### Brief Legal Description of Subject Properties:

PIN 21077-0037 (LT)

Lane (closed), designated as Part 62 on Plan 66R-16601, City of Toronto

PIN 21077-0219 (LT)

Lane (closed), designated as Part 63 on Plan 66R-16601, save and except that part within Plan 66M-2473, City of Toronto

PIN 21077-0246 (LT)

Part of Overend Street (closed), designated as Part 57 on Plan 66R-16601, save and except that part within Plan 66M-2473, City of Toronto

PIN 21077-0228 (LT)

Part of Water Street (closed), designated as Part 60 on Plan 66R-16601, save and except that part within Plan 66M-2473, City of Toronto

PIN 21077-0247 (LT)

Part of Overend Street (closed), designated as Part 57 on Plan 66R-16601, save and except that part within Plan 66M-2473, City of Toronto

PIN 21077-0036 (LT)

Lane (closed), designated as Part 61 on Plan 66R-16601, City of Toronto

PIN 21077-0221 (LT)

Part of Lane, being Part 64 on Plan 66R-16601, save and except that part within Plan 66M-2473, City of Toronto

PIN 21077-0226 (LT)

Part of Mill Street (closed), Plan 108, designated as Part 6 on Plan 66R-22380, save and except that part within Plan 66M-2473, City of Toronto

Purchaser: Ontario Infrastructure and Lands Corporation, acting as agent for Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure

Recommended Sale Price: \$2.00

Land Contribution Credit: City shall receive credit for the City's contribution of the Properties to the West Don Lands project in accordance with the waterfront renewal Accounting Protocol approved by City Council at its meeting on September 28, 29 and 30, 2005

Irrevocable Date: 90 Days after execution by the Purchaser

Closing Date: 10 Business days following acceptance by City

Condition of Properties: Purchaser acknowledges that the Properties are being sold in "as-is" condition and that City shall have no liability or obligation with respect to value, state or condition (including environmental or otherwise) of Properties to the extent that such liability or obligation (i) arises from and after the Closing Date or (ii) was proximately caused by acts of the Purchaser in connection with the lease of the Properties, dated June 30, 2006, by the City to the Purchaser; it being understood and agreed that Purchaser shall not assume liability for any claims, liability, damages, etc. relating to the Properties which (i) arose prior to the Closing Date and (ii) was not proximately caused by acts of the Purchaser in connection with such lease.

Assignment: Purchaser shall have right to freely assign all or part of its interest in the agreement of purchase and sale to any public or government body or to any other entity at the direction of Ontario Infrastructure Projects Corporation or the Ministry of Infrastructure. For any other proposed assignments, Purchaser must obtain prior written consent of City, which consent shall not be unreasonably withheld. Upon assignment, Purchaser shall be released from its obligations under agreement.