Appendix 5

TERMS AND CONDITIONS FOR ALL TURNOVER AGREEMENTS

1. Consultation - Build Toronto will consult with the local councillor and the current site occupants in planning the development of the properties.

2. Proceeds of Development – Turnover Agreements will provide for the distribution of the proceeds of transactions entered into by Build Toronto.

3. No Disposal Without Council Authority – Build Toronto may not sell or otherwise dispose of City lands (including leases of 21 years or more), or mortgage or charge City lands, without the prior consent of Council.

4. Appraisals – Build Toronto will cause an appraisal of the property to be prepared, on terms satisfactory to the City, and will deliver a copy of such appraisal to the City within 6 months of the turnover of the property.

5. Financial Incentives – Build Toronto may not enter into agreements that provide for the delivery of financial incentives without the prior consent of Council or as delegated from time to time.

6. Acknowledgments of Build Toronto –
   (i) properties are turned over on an "as is" basis, including their environmental condition;
   (ii) the City has no liability or obligation with respect to the value, state, or condition of the property;
   (iii) Build Toronto assumes all responsibilities and liabilities arising out of the property;
   (iv) Build Toronto releases the City from any claim relating to the property and will obtain the same release from every tenant, occupier or joint-venturer in respect of the property.

7. Application of City Policies - Build Toronto will comply (and will require any third party with which it deals, to comply) with all City policies, as amended from time to time, governing City-owned lands.

8. Concurrence of ABCDs – Where a portion of an operating/programming site has been declared surplus to the operating needs of a City ABCD and is subsequently turned over to Build Toronto, in managing, marketing and/or developing such lands Build Toronto shall consult with the operating ABCD and shall obtain the concurrence of such ABCD to those components of any proposed transaction which affect the operations or costs of such ABCD prior to entering into any transaction with a third party in respect of such lands.

9. Rights in Favour of the City and Others – In considering any lease or other agreement in respect of a property, Build Toronto will provide for the rights and interests required by or at the direction of the City.
10. Confidentiality – Build Toronto will not disclose to anyone or use for any purpose other than the purposes contemplated by the Turnover Agreement information concerning the property.

11. Taxes – Build Toronto will pay all taxes, if any, payable in respect of or resulting from the turnover of a property.

12. No Assignment – Build Toronto may not assign a Turnover Agreement without the prior consent of the City.

13. City as Municipal Authority – Build Toronto acknowledges that the City will not be prejudiced by any Turnover Agreement in carrying out its statutory rights and responsibilities. The City acts in its capacity as a land owner only under the Turnover Agreement, and nothing in any Turnover Agreement fetters the exercise by the City of all of its rights as a municipality and as a shareholder in Build Toronto, or imposes any obligation on the City in its role as a municipality or as a shareholder in Build Toronto.

14. Consents – The City consents, in its capacity as land owner only (and not in its capacity as a planning/regulatory authority), to the submission by Build Toronto of documents required in connection with any required planning approvals and to the submission of any documents within the Ministry of Environment’s process under the Environmental Protection Act.

15. Exercise of Rights – Any of the rights and obligations of the City under a Turnover Agreement may be exercised and performed by the Chief Corporate Officer from time to time, or by his or her successors and designate(s) from time to time.

16. Taxes Payable by Third Parties – Build Toronto will include in any transaction with a third party in respect of a property a requirement to pay all taxes (including, but not limited to, realty and sales taxes and HST) resulting from such transaction.

17. Payment of City Solicitor’s Fees – Build Toronto will include in every agreement with any tenant, occupier or joint-venturer a requirement to pay the City Solicitor’s fees, as approved by Council from time to time, for processing requests for documents related to the property.

18. Additional Terms – Such other terms as are required by the City Manager, in consultation with the City Solicitor, in form satisfactory to the City Solicitor.
Appendix 5(a)       PROPERTIES TO BE DECLARED SURPLUS FOR TURNOVER

9 Madison Avenue – Ward 20

DECLARE SURPLUS
9 Madison Avenue, shown as Part 1 on Sketch PS-2011-089, save and except a below grade strata for TTC infrastructure and reserving an easement above-grade to protect such infrastructure, be declared surplus, subject to the retention of any Required Interests which are those interests required by law as well as those City and other interests required to be protected, with the intended method of disposal to be by way of turnover to Build Toronto.

DETAILS OF PROPERTY

<table>
<thead>
<tr>
<th>Address:</th>
<th>9 Madison Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximate Area:</td>
<td>1,126.8 m² 12,129.2 ft²</td>
</tr>
<tr>
<td>Current Use:</td>
<td>TPA Carpark 238</td>
</tr>
<tr>
<td>Issues/Comments:</td>
<td>TTC subway infrastructure under the majority of the property, so substrata cannot be declared surplus. The City will reserve an above-grade easement to protect the TTC infrastructure. TPA interest in maintaining public parking at this location. Affordable Housing Office interest.</td>
</tr>
</tbody>
</table>

TERMS AND CONDITIONS OF TURNOVER

1. Build Toronto to facilitate master planning for the site to demonstrate development feasibility taking into account the subsurface subway infrastructure below most of the property and the requirement for an above-grade easement to protect such infrastructure.
Appendix 5(b)  PROPERTIES TO BE DECLARED SURPLUS FOR TURNOVER

7 Properties North of Dunelm Street, East of Markham Road – Ward 36

DECLARE SURPLUS
The properties north of Dunelm Street, between Markham Road and Scarborough Golf Club Road shown as Parts 1-7 on Sketch PS-2011-091, subject to the reservation of an easement for a water line on and in Part 1, be declared surplus, and subject to the retention of any Required Interests which are those interests required by law as well as those City and other interests required to be protected, with the intended method of disposal to be by way of turnover to Build Toronto.

DETAILS OF PROPERTY

<table>
<thead>
<tr>
<th>Address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximate Area:</td>
<td>38,716 m² (9.6 acres)</td>
</tr>
<tr>
<td>Current Use:</td>
<td>Vacant land, watercourse and woodlot</td>
</tr>
<tr>
<td>Issues/Comments:</td>
<td>PF&amp;R interest in programming use of Part 1 and retaining Parts 5, 6, and 7 as naturalized open space. Affordable Housing Office interest. The City will retain an easement required for an existing waterline on and in Part 1.</td>
</tr>
</tbody>
</table>

TERMS AND CONDITIONS OF TURNOVER

1. Build Toronto to facilitate master planning for the site to determine the feasibility of development giving consideration to PF&R's interests.

2. Build Toronto acknowledges that:
   a. Parts 5, 6, and 7 are subject to the Ravine By-law 23626;
   b. Part 5 is encumbered with a watercourse having an elevation 8 to 10 ft below that of Dunelm Street and which is improved with gabion baskets;
   c. Part 7 is a woodlot area; and
   d. Canadian National Railway requires a 30 m setback of development from its rail corridor.
7 Properties North of Dunelm Street, East of Markham Road

<table>
<thead>
<tr>
<th>PART</th>
<th>AREA (sq. m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9795.0</td>
</tr>
<tr>
<td>2</td>
<td>3480.7</td>
</tr>
<tr>
<td>3</td>
<td>5209.1</td>
</tr>
<tr>
<td>4</td>
<td>3967.1</td>
</tr>
<tr>
<td>5</td>
<td>7785.2</td>
</tr>
<tr>
<td>6</td>
<td>3213.1</td>
</tr>
<tr>
<td>7</td>
<td>5265.8</td>
</tr>
</tbody>
</table>

Note:
- This sketch has been compiled from office records and measurements. Drawings are approximate.
- Property information sheet.
- City owned land on the north side of Dunelm Street between Markham Road and Scarborough Golf Club Road.
- Ward 36: Scarborough Southwest
- Prepared by: Duane Pitt
- Checked by: John House
- Date: September 21, 2011

Appendix 5 - Transfer of Properties to Build Toronto – Fourth Quarter 2011
Appendix 5(c) PROPERTIES TO BE DECLARED SURPLUS FOR TURNOVER

Part of the Westwood Property (3741 Bloor Street West and part of 925 Kipling Avenue) – Ward 5

DECLARE SURPLUS
3741 Bloor Street West and part of 925 Kipling Avenue shown as Part 1 on Sketch PS-2011-101 be declared surplus, subject to the retention of any Required Interests which are those interests required by law as well as those City and other interests required to be protected, with the intended method of disposal to be by way of turnover to Build Toronto.

DETAILS OF PROPERTY

<table>
<thead>
<tr>
<th>Address:</th>
<th>3741 Bloor Street West and part of 925 Kipling Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximate Area:</td>
<td>55,848.6 m² (13.8 acres)</td>
</tr>
<tr>
<td>Current Use:</td>
<td>Vacant property and former theatre building</td>
</tr>
<tr>
<td>Issues/Comments:</td>
<td>PF&amp;R interest in a park and community facility. Affordable Housing Interest. TPS request for additional land for 22 Division. City Planning - Holding category has been removed from the majority of the property and any transfer must be subject to an agreement that the developer must assume responsibility for the installation of all services and the cost of consulting and design work to date. Energy Efficiency Office interest in establishing a district heating project.</td>
</tr>
</tbody>
</table>

TERMS AND CONDITIONS OF TURNOVER

1. Build Toronto to facilitate master planning for the property giving consideration to the identified City interests.
Part of the Westwood Property (3741 Bloor Street West and part of 925 Kipling Avenue)