

Attachment 1
MAJOR TERMS: AGREEMENT OF PURCHASE AND SALE (“APS”)
GEORGE BROWN COLLEGE
November 23, 2016

Vendor	City of Toronto
Purchaser	The George Brown College of Applied Arts and Technology
Property	PIN 21384-0136, being Block 3, Plan 66M-2476, together with an access easement over Block 12, Plan 66M-2476 (the “Property”)
Current Status of Property	Vacant Land (The Property is currently being used by Waterfront Toronto as a temporary surface parking lot.)
Purchase Price	The Purchase Price will be the higher of a set dollar amount and a certain dollar amount per square foot, as described in the Confidential Attachment to this Report. On Closing, the Purchaser will pay the set dollar amount, and the additional Purchase Price amounts (if any) will be determined and payable post-Closing in the manner described in the Confidential Attachment.
Deposit	Five Hundred Thousand Dollars (\$500,000.00) deposit upon execution of the APS, to be held in Waterfront Toronto’s solicitor’s non-interest bearing trust account pending closing and to be returned to the Purchaser only if the transaction is not completed for any reason that does not result, in whole or in part, from any act or omission of the Purchaser. Deposit to be credited to the Purchase Price on Closing.
Direction of Proceeds	The APS will provide that all amounts under the APS shall be directed to Waterfront Toronto or as Waterfront Toronto may direct.
Security for Purchase Price	The APS to provide that the Purchaser will, on Closing, provide Waterfront Toronto with a registerable first ranking charge as security for the payment of any additional Purchase Price amounts that are calculated post-Closing.
Closing Date	On or before March 31, 2017
Development Agreement	The Purchaser will enter into a Development Agreement with Waterfront Toronto for the Property, and agrees with the Vendor either to comply with the Development Agreement

	covenants that are for the benefit of the Vendor, or to include such specific covenants in the APS.
s.118 Land Titles Act Restrictions on Transfer and Charge of Property	Purchaser shall enter into a section 118 <i>Land Titles Act</i> Agreement with the Vendor, in a form satisfactory to the Vendor, to prohibit the transfer or charge of the Property without the consent of the City of Toronto which will be registered on title on closing.
s.119 Land Titles Act Restrictive Covenant on Use of the Property	Purchaser shall enter into a section 119 <i>Land Titles Act</i> Restrictive Covenant Agreement with the Vendor, in a form satisfactory to the Vendor, which will be registered on title on closing, and pursuant to which the Purchaser agrees that (i) the Property shall not be used other than for academic institutions, (ii) the Property shall not be used for any residential use, (iii) the Property shall not be used for the buying and selling of commodities or services except as ancillary or incidental to the use of the Property for academic institutions, and (iv) the Property shall not be used for other prohibited/nefarious uses that are also prohibited under the Block 4 and 5 ground lease. The benefitting land is Block 4 and 5, Plan 66M-2476. The term of the Restrictive Covenant Agreement is until September 30, 2111, being coterminous with the GBC ground lease.
Child Care Centre	Purchaser shall commit to the construction and operation of a child care centre as provided in the Development Agreement.
“As is” Environmental	<p>The Property will be sold “as is, where is” with no representations or warranties by the Vendor as to its environmental condition. The Purchaser will release the Vendor from any claim regarding the environmental quality of the Property.</p> <p>The Purchaser will indemnify the Vendor against any claims arising out of the Purchaser’s activities on the Property or the activities of any person on the Property, including in respect of any environmental investigations or remediation undertaken by the Purchaser, and including any failure to comply with all risk management measures, the requirements of the Risk Assessment/Risk Management Plan for the Property filed with the Ministry of the Environment and Climate Change and the Record of Site Condition (“RSC”) and the Certificate of Property Use (“CPU”), soil management plans and reporting and documenting obligations.</p>

	<p>The Purchaser agrees that (i) it will not and it will not permit the storage or deposition of any materials or substances on the Property (including, without limitation, any hazardous materials) that could adversely affect the environmental condition of the property as measured from the baseline studies provided by Waterfront Toronto and (ii) it will not disturb or permit any disturbance of the soil or subsoil of the Property from closing until after the filing of the RSC and CPU (and then only if in compliance with the RSC and CPU). Notwithstanding (ii) in the preceding sentence, Purchaser may, with prior written consent of Waterfront Toronto, conduct geotechnical investigations for its proposed development.</p> <p>The Purchaser shall comply with the environmental provisions contained within the Development Agreement.</p> <p>The Purchaser shall provide a covenant prescribed under S.168.7 of the <i>Environmental Protection Act</i> and s.20 of O.Reg.153/04 for the Vendor to benefit from the liability protection available to vendors with respect to post-closing Records of Site Condition.</p>
Pre-Development Applications	<p>The Vendor will provide consent, solely in the capacity of land owner, to minor variance, site plan control and other development applications by Purchaser, if applicable, prior to Closing, provided they are consistent with the Development Agreement and Vendors are indemnified. Such consent shall not fetter the discretion of the City.</p>
Assignment	<p>The Purchaser may not assign the Agreement of Purchase and Sale except with the consent of the Vendor which consent may be unreasonably withheld.</p>
Ancillary Agreements	<p>The Purchaser will have the right to access the Property prior to Closing to conduct geotechnical and other required testing subject to entering into a license agreement with the Vendor.</p> <p>The parties may enter into other license, easement, encroachment, closing and other agreements, at market value, necessary for the implementation of the development of the Property in accordance with the Development Agreement.</p>
Redpath Sugars and other Registered Agreements	<p>The Purchaser will assume and perform from and after the Closing Date, all obligations of the Vendor under any registered agreements (including those in favor of Redpath Sugars).</p>

<p>Closing Deliverables and Conditions on Closing</p>	<p>The Closing of the Agreement will be conditional on the following:</p> <ol style="list-style-type: none">1. Purchaser to have complied with the provisions of the Agreement of Purchase and Sale.2. Development Agreement entered into between Waterfront Toronto and the Purchaser and Purchaser to comply with the provisions of the Development Agreement.3. Purchaser to have delivered to the Vendor:<ol style="list-style-type: none">a. Option to repurchase agreement in favour of Waterfront Toronto;b. Section 118 LTA Restrictions in favour of the City as set out in this Term Sheet;c. Section 119 LTA Restrictive Covenant Agreement in favour of the City as set out in this Term Sheet; andd. Charge for an adjustment to the Purchase Price, with all these documents to be registered on title on closing
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