

APPENDIX "A"

TERMS AND CONDITIONS

1.	PURCHASE PRICE:	Two Dollars (\$2.00)
2.	VENDOR:	<p>Her Majesty The Queen in Right of Canada Represented by the Minister of Public Works</p> <p>Toronto Port Authority (now PortsToronto) (with respect to Part D on Appendix B only)</p> <p>Note: See Section 5 of this Term Sheet below</p>
3.	PROPERTIES:	<p>(1) Portland Slip</p> <p>Legal Description – PIN: 21418-0051 (LT) Part of Parcel S-2, Section A-536-E, being Part of Block F, Plan D1397, City of Toronto, designated as Part 3 on Plan 66R-13378 save and except Parts 1 to 9 on Plan 66R-15757, Part 44 on Plan 66R-15446 and Part 1 on Plan 66R-16279 and shown as Part A on Appendix B</p> <p>Registered Owner: Her Majesty The Queen in Right of Canada Represented by the Minister of Public Works</p> <p>(2) Spadina Slip</p> <p>Legal Description - PIN: 21419-0030 (LT) Part of Parcel S-2, Section A-536-E, being Part of Block S, Plan 536E, City of Toronto, designated as Part 1 on Plan 66R-16509, shown as Part E on Appendix B; and</p> <p>PIN: 21419-0034 (LT) Part of Parcels S-1, Section A-536-E, being Part of Block S, Plan 536E, City of Toronto, designated as Part 2 on Plan 66R-16509, shown as Part F on Appendix B.</p> <p>Registered Owner: Her Majesty the Queen in Right of Canada Represented by the Minister of Public Works</p>

		<p>(3) Spadina Quay Marina</p> <p>Legal Description –</p> <p>1. PIN: 21418-0048 (LT) Part of Parcel S-2, Section A-536-E, being Part of Block F, Plan D1397, City of Toronto, designated as Part 1 on Plan 66R-16279; shown as Part B on Appendix B</p> <p>Registered Owner: Her Majesty the Queen in Right of Canada Represented by the Minister of Public Works</p> <p>2. Part of Water Lot in Front of Block G, Plan D1397, City of Toronto, designated as Part 1 on Plan 66R-13832 save and except Parts 1, 2 and 3 on Plan 66R-15435 and save and except Part 1 on Draft Plan 20-004 17-022 and shown as Part C on Appendix B</p> <p>Registered Owner: N/A. Unpatented Lands</p> <p>3. Part of PIN 21418-0263 (LT) Part of Water Lot in Front of Block G, Plan D1397, City of Toronto, designated as Part 1 on Draft Plan 20-004 17-022, shown as Part D on Appendix B</p> <p>Registered Owner: Toronto Port Authority (now PortsToronto)</p>
<p>4.</p>	<p>TIMING:</p>	<p>1. The transfer of the Spadina Slip and the Portland Slip will occur on the business day next following 30 days after the date of acceptance of the Agreement by the Federal Government.</p> <p>2. The transfer of the Spadina Quay Marina will occur on the business day next following 30 days after the date the City delivers written notice to the Federal Government or PortsToronto (as the case may be) authorizing and directing the transfer of the Spadina Quay Marina Lands and the waiver and satisfaction of the title condition related thereto.</p>

<p>5. TRANSFER OF THE SPADINA QUAY MARINA LANDS:</p>	<p>Each of the City and the Federal Government acknowledge and agree that title to the lands identified as Part D on Appendix B (the "Outer Marina Lands") are currently under review by the City. The City shall not accept the transfer of the Spadina Quay Marina Lands unless:</p> <p>(i) The City is satisfied in its sole and absolute discretion that the Federal Government has the right, title and interest to all of the Spadina Quay Marina Lands as determined by the Director of Real Estate Services in consultation with the City Solicitor and other City officials as appropriate. The Director of Real Estate Services shall provide written notice to the Federal Government authorizing and directing the Federal Government to transfer the lands and the waiver and satisfaction of this condition; or</p> <p>(ii) The condition in Section (i) above is satisfied with respect to Parts B and C in Appendix B (the "Inner Marina Lands") and the City is satisfied that PortsToronto has the right, title and interest to the portion of the Spadina Quay Marina Lands identified as Part D on Appendix B (the "Outer Marina Lands") and is willing and able to transfer these lands to the City on a date determined by the Director of Real Estate and on terms and conditions acceptable to the Director of Real Estate Services in consultation with the City Solicitor and other City officials as appropriate; or</p> <p>(iii) The condition in Section (i) above is satisfied with respect to the Inner Marina Lands and the City determines in its sole and absolute discretion that it will accept only the Inner Marina Lands.</p> <p>For clarity, the City may, but is under no obligation to, acquire the Inner Marina Lands from the Federal Government if the Outer Marina Lands cannot also be acquired.</p>
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