

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE**

(hereinafter called the "Vendor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Purchaser")

RECITALS:

Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (the "Owner") is the owner in fee simple of the property defined as the "Property" in section 1(x) of this Agreement.

Ontario Infrastructure and Lands Corporation ("OILC") confirms that it is the designated agent of the Owner and that both the Owner and OILC are and shall be bound by all the Vendor's covenants, representations and warranties as provided herein.

The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

DEFINITIONS

1. As used in this Agreement, the following terms shall have the following meanings:
 - (a) **"Agreement"** means this agreement, Schedules "A", "B", "C", "D", "E", "F", "G", "H" and "I", and every properly executed instrument which by its terms amends, modifies or supplements this agreement.
 - (b) **"As Is Where Is"** has the meaning ascribed to it in section 5(1) of this Agreement.
 - (c) **"Authority"** means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Property as defined herein, or the use thereof.
 - (d) **"Buildings"** means the existing structure(s), fixtures (save and except tenant's fixtures and fittings) and facilities located on the Lands, including all heating, ventilation, plumbing, electrical and mechanical systems and related components and equipment comprising a part thereof.
 - (e) **"Business Day"** means any day on which the Government of Ontario normally conducts business.

- (f) "**Chattels**" means the equipment owned by the Vendor and used in connection with the operation and maintenance of the Property, if any, all of which are listed in Schedule "C" to this Agreement.
- (g) "**Class EA**" means the Class Environmental Assessment Process for the Ministry of Infrastructure as it applies to OILC realty activities (being as at the date of this Agreement the Class Environmental Assessment Process for the Minister of Energy and Infrastructure for Realty Activities Other Than Electricity Projects, as approved April 28, 2004 and amended September 11, 2009), as approved, amended, or renewed from time to time by the Minister of the Environment pursuant to section 14 of the Environmental Assessment Act, R.S.O. 1990, c. E.18.
- (h) "**Contaminant**" has, for the purposes of this Agreement, the same meaning as that contained in the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and/or the Ministry of Labour.
- (i) "**Date of Acceptance**" means the date the OILC Board of Directors approves and accepts this Agreement.
- (j) "**Date of Closing**" means the day which is ten (10) Business Days following i) the date that the Purchaser waives or satisfies its condition(s) contained in section 5 of this Agreement, or ii) the date that the Vendor fulfills its condition(s) contained in section 6 of this Agreement, whichever date is the later date or any extension thereof pursuant to the terms of this Agreement.
- (k) "**Deposit**" means the deposits provided for in sections 2(1)(a) and 2(1)(b) of this Agreement.
- (l) "**Environmental Law**" includes, but is not limited to all applicable federal and provincial statutes, municipal and local laws, common law, and deed restrictions, all statutes, by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any Authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance.
- (m) "**Hazardous Substance**" includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (n) "**HST**" has the meaning ascribed to it in section 3(1) of this Agreement.
- (o) "**Information Package**" means the package provided by OILC to the Purchaser containing copies of the Property Documents and other information in order to solicit offers to purchase the Property.
- (p) "**Inspection Period**" means that period of time which is thirty (30) days following the date the Vendor notifies the Purchaser that the approval of the Lieutenant Governor in Council has been obtained as provided for in section 6(2)(a) of this Agreement.

- (q) **“Lands”** means the land(s) described in Schedule “A” to this Agreement.
- (r) **“Land Use Regulations”** means any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing Official Plans, zoning by-laws and zoning orders.
- (s) **“Lease”** means the lease to be entered into between the Purchaser as landlord and the Vendor or another provincial government ministry or agency, as tenant, if applicable, in the form attached hereto as Schedule “D” and to be effective as of the Date of Closing.
- (t) **“OILC”** means Ontario Infrastructure and Lands Corporation.
- (u) **“Municipality”** means the municipality (or municipalities) where the Property is located.
- (v) **“Owner”** means Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure.
- (w) **“Permitted Encumbrances”** means the encumbrances listed in Schedule “B” to this Agreement.
- (x) **“Property”** means collectively the Lands, the Buildings, and the Chattels.
- (y) **“Property Documents”** means documents in OILC’s current possession related to the Property as set out in Schedule “E” and may include:
 - (i) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Property and related materials;
 - (ii) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
 - (iii) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
 - (iv) copies of building inspection reports, environmental reports, heritage reports and archaeological reports; and
 - (v) any plan of survey of the boundaries of the Property.
- (z) **“Purchase Price”** means the total amount as set out in section 2(1) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the adjustments specified in section 17 of this Agreement.
- (aa) **“Vendor”** means the Owner and/or OILC.
- (bb) **“Tenancy Agreements”** means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and are listed in Schedule “B” of this Agreement.

PAYMENT OF PURCHASE PRICE

- 2(1) Under this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Property for the Purchase Price of One Million, Six Hundred and Eighty-Five Thousand (\$1,685,000.00) Canadian dollars, payable by the Purchaser to OILC in trust, by certified cheque or bank draft as follows:

- (a) a sum equal to ten percent (10%) of the Purchase Price (the "Deposit"), upon the submission of this offer to purchase, as a deposit to be credited towards the Purchase Price on the Date of Closing; and
 - (b) the balance of the Purchase Price, subject to the adjustments set out in section 17, on the Date of Closing.
- 2(2) The parties authorize and direct OILC to invest the Deposit with a Canadian bank as identified in *Schedule I* of the *Bank Act*, S.C. 1991, c. 46 (Canada) in a term or certificate of deposit (such investment to be available to OILC through its trust account bank and which investment allows liquidation of the investment as necessary for the anticipated Date of Closing or earlier termination of this Agreement as herein provided). Any and all interest earned thereon shall accrue to the benefit of the Purchaser up to the Date of Closing or earlier termination of this Agreement and shall be paid to the Purchaser forthwith after the Date of Closing or earlier termination of this Agreement, provided that in the event that this Agreement is terminated due to a specific default by the Purchaser, the Vendor shall be entitled to retain the Deposit and all accrued interest as liquidated damages, in addition to any other remedies available to the Vendor pursuant to this Agreement and at law.
- 2(3) This Agreement shall be completed on the Date of Closing at the offices of OILC.

HARMONIZED SALES TAX

- 3(1) The Purchase Price of the Property does not include the Harmonized Sales Tax ("HST") payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E.15 (Canada) (the "Act"). Subject to section 3(2) below, the Purchaser agrees to pay to the Vendor, on the Date of Closing, as a condition of completion of this transaction by certified cheque or bank draft, all HST payable as a result of this transaction in accordance with the Act.
- 3(2) Notwithstanding section 3(1) above, the Vendor shall not collect HST from the Purchaser in this transaction if the Purchaser is registered under the Act and in that event, the Purchaser shall file returns and remit such HST to the Receiver General for Canada when and to the extent required by the Act. The Purchaser shall provide to the Vendor, on the Date of Closing, a statutory declaration confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, together with an indemnity in favour of the Vendor for any costs or expenses payable by the Vendor as a result of the Vendor's failure to collect HST from the Purchaser on the Date of Closing, such statutory declaration and indemnity to be in a form satisfactory to the Vendor's solicitor, acting reasonably.
- 3(3) The Purchaser's obligations under this section 3 shall survive closing.

LAND TRANSFER TAX AND FEES

4. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.

PURCHASER'S CONDITION, INSPECTION PERIOD, "AS IS WHERE IS" CONDITION AND ENVIRONMENTAL INDEMNITY

- 5(1) The Purchaser shall accept, assume and take title to the Property and any improvements thereon in an "As Is Where Is" condition. The term "As Is Where Is" means in its condition or state on the date of this Agreement without any agreement, representation or warranty of any kind, either express or implied on the part of the Vendor, as to the

condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands or the condition of the Buildings, if any, or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, or the use to which the Property may be put and its zoning. Without limiting the foregoing, it is understood that the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this transaction, any applications to the Municipality or any Authority for changes or variances to the uses currently permitted on the Property including, without limitation, changes or variances to official plans and/or zoning by-laws applicable to the Property.

- 5(2) During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property, the condition of the Lands or the condition of the Buildings, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, or the use to which the Property may be put and its zoning.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists a condition of non-compliance with Environmental Law or the existence of a Hazardous Substance or Contaminant on the Property that would be in excess of the guidelines for any of the permitted uses under the current zoning by-law affecting the Property, the risk or existence of which the Purchaser is not prepared to assume, then the Purchaser shall provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance and quantify the remediation cost and the Vendor shall have the following options:

- (a) to undertake to correct the matter of non-compliance prior to the Date of Closing or as soon as possible after the Date of Closing if compliance prior to closing is not reasonably possible;
- (b) to allow the Purchaser the quantified cost of correcting the matter of non-compliance as an adjustment in which event the Purchaser will assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Date of Closing;
- (c) to terminate this Agreement in which event the Deposit shall be returned to the Purchaser with accrued interest, and without further liability to the Vendor; or
- (d) to refuse to do either (a), (b), or (c) in which event the Purchaser shall have the option of completing the transaction without adjustment to the Purchase Price or terminating this Agreement in which event the Deposit shall be returned to the Purchaser with accrued interest, and without further liability to the Vendor.

The Vendor shall have ten (10) days from receipt of the report from the recognized and qualified environmental consultant to make its election under (a), (b), (c) or (d) in writing to the Purchaser and in the event the Vendor fails to make an election within said ten (10) day period, the Vendor will be deemed to have elected option (d) in which event the Purchaser shall have ten (10) days from the date of the Vendor's election or deemed election under (d) to elect to terminate or complete as per paragraph (d) and in the event the Purchaser fails to make an election within said ten (10) day period the Purchaser shall be deemed to have elected to complete the transaction without adjustment to the Purchase Price.

- 5(3) The Vendor grants to the Purchaser the right to enter upon the Property during the Inspection Period at its own risk and to conduct such investigations, tests and inquiries at its own expense as the Purchaser deems necessary in this regard, provided the Purchaser takes all reasonable care in the conduct of such investigations, tests and inquiries. The

Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from its and/or its agents' or consultants' presence on the Property or its and/or its agents' or consultants' activities on or in connection with the Property.

- 5(4) The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' prior written notice.
- 5(5) The Vendor agrees to provide to the Purchaser within five (5) days of the date of commencement of the Inspection Period, a copy of a Phase 1 Environmental Assessment prepared by Conestoga Rovers and Associates dated July 2006, Class EA Consultation & Documentation Report dated December 13, 2013, and the Designated Substances Survey and Reports prepared by Thompson Rosemount Group Inc. Dated February 2009, pursuant to the Class EA. The Vendor makes no representations or warranties with respect to the completeness or accuracy of such report(s) and shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any error, omission or inaccuracy contained therein. The Purchaser covenants and agrees that any and all environmental reports provided by the Vendor or obtained by the Purchaser and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the report(s) or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Property by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such report(s) or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser will return to the Vendor all environmental reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all environmental reports the Purchaser commissions or obtains during the course of its investigations.
- 5(6) In the absence of the Purchaser delivering a waiver of the Purchaser's conditions or in the event of this Agreement not being terminated as herein provided, the Purchaser shall be conclusively deemed to have waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made within the Inspection Period, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5(7) The Purchaser shall be responsible for and hereby indemnifies and saves harmless the Vendor and its employees, directors, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise as a result of the condition of the Property, any order issued by any competent governmental Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant.
- 5(8) This section 5 shall not merge but shall survive the Date of Closing and shall be a continuing obligation of the Purchaser.
- 5(9) The conditions set forth above in subsection 5(2) have been inserted for the sole benefit of the Purchaser and may be waived by the Purchaser at any time prior to the expiration of the Inspection Period.

VENDOR'S CONDITIONS

- 6(1)(a) This Agreement is subject to the conditions set forth in subsections 6(2), 6(3) and 6(3)(i) hereof which have been inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Date of Closing.
- (b) If a condition is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser with interest and without deduction.
- 6(2)(a) Within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the approval of the Lieutenant Governor-in-Council pursuant to section 9 of the *Ministry of Infrastructure Act*, 2011 S.O. 2011, C. 9, Sched. 27 for the sale of the Property to the Purchaser (the "Sale Approval"), which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld. The Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.
- (b) The Purchaser agrees that should the Vendor be unable to satisfy the condition set out in subsection 6(2)(a) within the said ninety (90) day period, then the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.
- (c) The Purchaser acknowledges that any Sale Approval which the Vendor obtains with respect to the Property may be subject to a limitation stated therein that such approval shall be valid for a specified period of time from the date of such Sale Approval (the "Approval Term"), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the "Expiry Date"). In the event that the Vendor shall have obtained a Sale Approval for the Property in satisfaction of the condition set out in section 6(2)(a), and in the event that the completion of the transaction contemplated by this Agreement has not occurred on or before the Expiry Date set out in such Sale Approval, notwithstanding any waiver of the condition set out in section 6(2)(a), this Agreement shall then be null and void, and neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser with interest and without deduction.
- 6(3) The Vendor shall undertake or has undertaken such actions and measures as it deems necessary to comply with all requirements of the Class EA as they apply to the Property and the transaction contemplated by this Agreement (collectively, the "Class EA Requirements"). For purposes of this condition, the Class EA Requirements shall, without limitation, include and be deemed to include the following specific requirements:
- (a) the requirements of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18, as approved, amended, or renewed from time to time, as they apply to the Property and the transaction contemplated by this Agreement (the "Environmental Requirements"); and
 - (b) the requirements of the Standards & Guidelines for Conservation of Provincial Heritage Properties issued by the Ministry of Tourism and Culture pursuant to section 25.2 of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time, as they apply to the Property and the transaction contemplated by this Agreement (the "Heritage Requirements").

6(3)(i) The Purchaser acknowledges that the Property is a “provincial heritage property of provincial significance” as determined under the Ontario Heritage Act O.Reg. 10/06. The Purchaser further acknowledges that the completion of the transaction contemplated by this Agreement is conditional upon the Vendor obtaining the consent of the Minister of Tourism, Culture and Sport to the sale and transfer of the Property from the Vendor to the Purchaser, which consent may be granted with or without conditions, and which consent the Purchaser acknowledges may be arbitrarily and unreasonably withheld. The Purchaser further acknowledges and agrees to be bound by the consent granted by the Minister of Tourism, Culture and Sport. In order to give effect to the conditions of the consent of the Minister of Tourism, Culture and Sport as referenced above and set out in section 28 of this Agreement, in addition to the “Closing Deliverables” mentioned in section 19(2) of this Agreement, as a condition of closing, the Purchaser covenants to provide the Vendor a fully executed copy of the new HCEA (as defined in section 28(i) of this Agreement), along with a copy of the fully executed Acknowledgement and Direction regarding the registration of the new HCEA on title as the first encumbrance immediately following the registration of the Transfer of the Lands to the Purchaser, and the Purchaser and its solicitor shall provide the Vendor on the Date of Closing an undertaking to effect or cause to be registered and/or released, as the case may be, the registrations noted in section 28(iii) and (iv) of this Agreement.

Without derogation from the above, the Vendor shall use its best efforts to ensure that the conditions of the consent are fulfilled prior to the Date of Closing, and shall make such arrangements with the Purchaser as may be necessary to give effect to the condition(s) of the consent where such condition(s) may only be finalized after the Date of Closing.

The Purchaser agrees that should the Vendor be unable to satisfy the condition set out in subsection 6(3)(i) within ninety (90) days from the Date of Acceptance, then the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.

Notwithstanding any provision in this Agreement to the contrary, in the event that the consent of the Minister of Tourism, Culture and Sport is granted with condition(s), the Vendor shall determine in its sole and unfettered discretion if such condition(s) is/are acceptable to the Vendor or not, and in the event that the condition(s) attached to the consent are not acceptable to the Vendor in its sole and unfettered discretion, upon written notice to the Purchaser or the Purchaser’s solicitor within the said ninety (90) day period or the extended ninety (90) day period as aforesaid, this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser’s obligations pursuant to section 5(3) of this Agreement.

6(4) Notwithstanding any other provision of this Agreement, the completion of the transaction contemplated by this Agreement is subject to continuing compliance to the Date of Closing with all Class EA Requirements. In the event that prior to the Date of Closing:

- (a) any governing Authority makes or issues any order or directive pursuant to the Class EA Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Class EA Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the Environmental Assessment Act); or
- (b) the Vendor receives any notice or communication from any such governmental or public authority that it is considering whether to make or issue any such order or directive; or

- (c) a written request has been made to the Minister of the Environment, of which the Vendor has notice, that other or different measures be taken to comply with the Class EA Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Date of Closing for at least an additional thirty (30) days (the "Initial Class EA Extension Period") by notice in writing to the Purchaser during which time the Vendor shall:

- (d) determine if the request in subsection (c) above has been satisfied or has been refused;
- (e) either comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event it may extend the Date of Closing up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the "Further Class EA Extension Period"); or
- (f) within the Initial Class EA Extension Period or at any time within the Further Class EA Extension Period, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to section 5(3) of this Agreement.

6(5) Notwithstanding any other provision of this Agreement, if at any time prior to the Date of Closing the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Date of Closing for at least an additional thirty (30) days (the "Initial Extension Period") by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest; and
- (b) enter into arrangements which enable the Vendor to complete the sale of the Property in accordance with section 6(5)(a), for which purpose it may extend the Date of Closing up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the "Further Extension Period"); or
- (c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to section 5(3) of this Agreement.

6(6) If at any time prior to the Date of Closing the Vendor receives notification or otherwise becomes aware of any requirements imposed by a governing Authority, including without limitation any additional Heritage Requirements, not otherwise contemplated in

this section 6(1) to section 6(5) above, and with which OILC must comply as a condition of completing the transaction contemplated by this Agreement, then the Vendor may at its option and in its sole and unfettered discretion extend the Date of Closing up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
- (b) have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to section 5(3) of this Agreement.

RISK

- 7. Until completion of this Agreement on the Date of Closing, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Date of Closing, the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arm's length in which event the Purchaser will complete the transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall be immediately returned to the Purchaser, with interest and without deduction, and neither party shall have any further rights or obligations hereunder.

VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 8(1) The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of section 116 of the *Income Tax Act*, R.S.C. 1970, c.I. 5(Canada).
- 8(2) The Information Package provided by the Vendor or its agents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any of the information it has provided to the Purchaser.

PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9(1) The Purchaser warrants and represents to the Vendor that the Purchaser does not have a conflict of interest with the Owner or OILC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule "F" at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that in the event that the information upon which the Statutory Declaration was provided has changed, the Purchaser shall inform the Vendor of such change up to and including the Date of Closing.
- 9(2) The Vendor shall deliver and the Purchaser shall accept vacant possession of the Lands on the Date of Closing in an As Is Where Is condition, subject to: (i) the rights of

tenants and licencees as set out in the Tenancy Agreements, if any; (ii) the Permitted Encumbrances; and (iii) the Lease, if any.

- 9(3) As of the Date of Closing, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.
- 9(4) Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Date of Closing.
- 9(5) On the Date of Closing, the Purchaser will execute and deliver an Assignment and Assumption of Permitted Encumbrances and an Acknowledgement and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this section 9.

SEVERANCE

- 10(1) The Purchaser acknowledges that it has requested the Vendor to rely on the provincial Crown exemption in subsection 50(3)(c) of the *Planning Act* R.S.O. 1990, c.P13 and that a consent to a severance under section 50 of the *Planning Act* will not be required. The Vendor acknowledges having received a letter from the Purchaser's Planning and Building Department requesting the Vendor to exercise its provincial Crown exemption as set out in subsection 50(3)(c) of the *Planning Act*

REFERENCE PLAN

11. The Vendor agrees to provide the Purchaser with a copy of a reference plan of survey of the Lands, being Plan 33R-17277 dated July 18, 2008, prepared by Holstead & Redmond Limited, O.L.S. on or before the Date of Closing. The Purchaser further acknowledges that the Vendor shall not be providing an up-to-date survey.

TITLE

- 12(1) The Purchaser shall have the Inspection Period to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.
- 12(2) On the Date of Closing, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:
- (a) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands;
 - (b) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey;
 - (c) the Land Use Regulations;
 - (d) the Tenancy Agreements, if any;
 - (e) the Lease, if any; and

- (f) all other Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.

Notwithstanding the forgoing, the Vendor consents to the Purchaser making application for a Court Order discharging the Restrictive Covenant contained in Instrument A696151. The Vendor further agrees to provide any consent, release, acknowledgement or other approval which the Purchaser might reasonably require in order to obtain the aforementioned Court Order.

- 12(3) If, within the specified time allowed for examining title to the Lands, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.
- 12(4) The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality.

NO ASSIGNMENT

- 13(1) The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, without obtaining the prior written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Purchaser may, upon prior written notice to the Vendor, assign this Agreement to an affiliate as defined in the *Business Corporations Act*, R.S.O. 1990, c. B.16 but the Purchaser shall not be relieved of any of its liabilities or obligations hereunder in the event of any such assignment to an affiliate.
- 13(2) If the Vendor consents to an assignment of this Agreement to a third party or the Purchaser assigns this Agreement to an affiliate (the "Assignee"), the Purchaser shall cause the Assignee and the Purchaser, to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.
- 13(3) In the event of any assignment of this Agreement to an affiliate or a third party, such Assignee shall provide a similar representation, warranty and Statutory Declaration as required of the Purchaser in section 9(1).

PARTICIPATION AGREEMENT

14. It is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arms length sale or proposed sale of the Property by the Purchaser or any affiliated company of the Purchaser as that term is defined in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, at any time within ten (10) years from the Date of Closing at the option of the Vendor, either (i) the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to this Agreement, or (ii) one hundred percent (100%) of any Profit as defined below shall be

paid to the Vendor and the amount of such Profit shall be a charge on the Property in favour of the Vendor until paid.

“Base Amount” means One Million, Six Hundred and Eighty-Five Thousand (\$1,685,000.00) Canadian Dollars.

“Sale Price” means: The value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm’s length with the Purchaser (or the Purchaser’s heirs, administrators, successors or assigns including the value of all chattels situate thereon which are then owned by the Purchaser and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles) made by the Purchaser to the Property from and after the Date of Closing;
- (b) any real estate commission payable by the Purchaser in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Purchaser in disposing of the Property.

“Profit” means the amount by which the Sale Price exceeds the Base Amount.

On the Date of Closing, the Purchaser will enter into an agreement with the Vendor, to be registered on title to give effect to these provisions.

PREPARATION OF TRANSFER/DEED DOCUMENTS, LEGAL FEES AND APPRAISAL COSTS

- 15(1) The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration (“Land Transfer Tax Affidavit”), which will be prepared by the Purchaser. The Purchaser shall pay its own legal costs, registration costs, and all land transfer tax payable.
- 15(2) Each party shall be responsible for its own legal costs in connection with the subject Agreement and completion of the transaction of purchase and sale.
- 15(3) It is agreed that each of the Vendor and the Purchaser will be responsible for its own appraisal costs.

TENDER

- 16. Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office.

ADJUSTMENTS

- 17(1) Adjustments between the Vendor and the Purchaser shall be made on the Date of Closing for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment. Such adjustments shall be made on the basis that the Date of Closing shall be for the Vendor's account.

- 17(2) Any adjustments that cannot be determined on the Date of Closing shall be determined by the parties as soon after the Date of Closing as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. Upon completion, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.
- 17(3) In consideration of the Purchaser accepting the Restrictive Covenant registered on title as Instrument No. A696151 on March 20, 1985, the Vendor shall credit the Purchaser with an adjustment on closing in the amount of Eight Thousand Dollars (\$8,000.00) in lieu of removing the Restrictive Covenant from title.

ELECTRONIC REGISTRATION

18. Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4, and the Electronic Registration Act, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction); and
 - (b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada.

CLOSING DELIVERABLES

- 19(1) The Vendor covenants that it will deliver to the Purchaser on or before the Date of Closing, each of the following:
- (a) possession of the Property, in an As Is Where Is condition, subject to the Tenancy Agreements, if any, the Lease, if any and any other rights of others as set out in the Permitted Encumbrances;
 - (b) an Assignment of all Tenancy Agreements, the Lease and the Permitted Encumbrances;
 - (c) notice to the tenant(s) or licensee(s) (and the tenant name in the Lease, if any) informing them of the sale of the Property and directing them to pay future rent to the Purchaser;
 - (d) an executed Transfer/Deed of Land in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
 - (e) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (f) a direction regarding the payment of funds;
 - (g) statement of adjustments; and
 - (h) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

19(2) The Purchaser covenants that it will deliver to the Vendor on or before the Date of Closing:

- (a) a certified cheque or bank draft for the balance of the Purchase Price due on the Date of Closing;
- (b) a direction as to title, if necessary;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) HST Declaration and Indemnity, if applicable referred to in section 3;
- (e) An updated Statutory Declaration in the form set out in Schedule "F" is required in the event that there have been any changes to the information contained in the Statutory Declaration provided to the Vendor prior to the date of execution of this Agreement pursuant to section 9(1);
- (f) an Acknowledgement and Indemnity with respect to all the matters in section 9, in the form and substance attached herein as Schedule "H";
- (g) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement; and
- (h) Document Registration Agreement as set out in Schedule "G".

NOTICE

20. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine (including e-mail) addressed to the Purchaser at:

The Corporation of the City of
 London
 City Hall, 6th Floor
 300 Dufferin Avenue
 London, Ontario N6A 4L9
 Attention: Bill Warner, Manager Realty Services

 Telephone: (519) 661-2500 Ext. 5445
 Facsimile: (519) 661-5087

and to the Purchaser's solicitor at:

The Corporation of the City of
 London, Legal Department
 City Hall, 10th Floor
 300 Dufferin Avenue
 London, Ontario N6A 4L9

 Attention: David G. Mounteer

 Telephone: (519) 661-2500 Ext. 4709
 Facsimile: (519) 661-5530

and to the Vendor at:

c/o Ontario Infrastructure and Lands Corporation
 Sales and Acquisitions
 1 Dundas Street West
 Suite 2000
 Toronto, ON M5G 2L6
 Attention: Vice President, Sales and Acquisitions
 Facsimile: 416-327-3942

And:

Attention: Director, Legal Services (Real Estate and Leasing)
 Facsimile: 416-326-2854

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

GENERAL

21. Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
22. This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
23. Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
24. This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property.
25. This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
26. The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
27. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all materials and information which is the

property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, employees, agents, sub-contractors, volunteers and financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

HERITAGE CONSERVATION EASEMENT AGREEMENT

28. The Purchaser and the Vendor acknowledge and agree to the following conditions of the consent of the Minister of Tourism, Culture and Sport:
- (i) That the Purchaser enter into a new heritage conservation easement agreement (the "HCEA") with the Ontario Heritage Trust (the "Trust"), in a form and with content satisfactory to the Trust, that is held in perpetuity, in order to enhance the conservation and protection of the provincially significant heritage values and features located on the Lands;
 - (ii) That the Trust and the Purchaser execute and deliver the new HCEA prior to the Date of Closing for the Transfer of the Lands;
 - (iii) That upon transfer of the Lands, the HCEA shall be registered on title to the Lands as the first encumbrance immediately following the registration of the Transfer of the Lands to the Purchaser;
 - (iv) That upon and subject to registration of the new HCEA as the first encumbrance immediately following registration of the Transfer of the Lands, the former heritage easement agreement registered on August 28, 1986 as Instrument Number 741346 shall be released from title to the Lands; and
 - (v) That the Vendor ensure that arrangements are put in place, and agreement(s) are entered into in relation to the closing of this transaction and Transfer of the Lands to give effect to conditions (i) to (iv) above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IRREVOCABLE PERIOD

29. Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for thirty (30) days from the date it is submitted to OILC and open for acceptance by the Board of Directors of OILC during said thirty (30) day period, subject to an extension for a further period up to thirty (30) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile transmission, including facsimile signature provided that the original hard copy, with original signatures is received by both parties within seven (7) days of the facsimile acceptance. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Board of Directors of OILC.

OFFERED BY the Purchaser this _____ day of _____, 201_.

**THE CORPORATION OF THE CITY OF
LONDON**

Per: _____

Name: Joe Fontana

Title: Mayor

Per: _____

Name: Catharine Saunders

Title: City Clerk

I/We have the authority to bind the
Corporation

ACCEPTED BY the Vendor this _____ day of _____, 201_.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO
as represented by
THE MINISTER OF INFRASTRUCTURE
as represented by
ONTARIO INFRASTRUCTURE AND
LANDS CORPORATION**

Per: _____

Name:

Title:

Authorized Signing Officer

Schedule "A"**LEGAL DESCRIPTION OF LANDS**

Block A, Plan 438 (4th), Lots 7, 8, 9 & 10, and Part Lot 11, Plan 1 (4th) East Side of Wortley Road, Lots 7, 8, 9 & 10, and Part Lot 11, Plan 1 (4th) West Side of Marley Place, being Part 1 on Plan 33R-17277; City of London, being the whole of PIN No. 08375-0115(LT)

Schedule "B"

PERMITTED ENCUMBRANCES

(a) General Encumbrances:

- a. the Lease, if any;
- a. the Tenancy Agreements, if any, (for greater certainty including expired leases registered against title to the Property) and any notices of such leases registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Date of Closing and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
- b. Liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
- c. easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or use, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
- d. title defects or irregularities which do not, in the aggregate, materially and adversely impair the use or marketability of the Property for the purpose for which it is presently held;
- e. cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
- f. any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
- g. any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
- h. the provisions of all applicable laws including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
- i. encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the use or marketability of the Property; and
- j. any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work.

(b) Specific Encumbrances:

1. The Lease (if any); N/A
2. The following Tenancy Agreements:

Recreational License Agreement dated May 27, 2011 entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, as Licensor, and Old South Community Organization, as Licensee.

3. Instrument No. LC80148 is a By-law registered September 12, 1957.
4. Instrument No. A696151 is a Restrictive Covenant registered March 20, 1985 which amongst other matters as set out therein, (i) restricts the use of the property to public park and educational purposes, (ii) requires the Grantee to allow the use of the vacant portion of the lands as a public park, and (iii) requires the Grantee to ensure that the building situated on the subject lands be designated as a building of architectural and historical value or interest pursuant to the provisions of the Ontario Heritage Act R.S.O. 1980, c.337 within one year of the date of registration. Failing compliance with the aforementioned, the conveyance to the Grantee shall be deemed null and void.
5. Instrument No. 711213 is a By-law registered September 20, 1985 designating the building of historical and architectural value or interest.
6. Instrument No. 741346 is a Heritage Easement Agreement registered August 28, 1986.

Schedule "C"

CHATELS

N/A

Schedule "D"

LEASE

N/A

Schedule "E"

PROPERTY DOCUMENTS

- Built Heritage Assessment prepared by Heritage Research Associates dated August 2006.
- Conservation Plan prepared by E.R.A Architects Inc. dated January 2009.
- Approval of Conservation Plan by Ministry of Tourism Culture and Sport dated November 21, 2012.
- Ontario Heritage Easement between The London and Middlesex County Roman Catholic Separate School Board, The Ontario Heritage Foundation and Her Majesty the Queen as Represented by The Minister of Government Services, dated November 1985.
- Class EA Consultation & Documentation Report dated December 13, 2013.
- Phase 1 Environmental Assessment prepared by Conestoga Rovers and Associates dated July 2006.
- Stage 1 & 2 Archaeological Assessment prepared by Timmins Martelle Heritage Consultants Inc. dated January 2013.
- Designated Substances Survey and Reports prepared by the Thompson Rosemount Group Inc. dated February 2009.
- Most Appropriate Use Study prepared by Bousfields Inc. dated December 2009.
- A copy of the Reference Plan 33R-17277 prepared by R. H. Kruys, O.L.S., and deposited July 21, 2008.
- Recreational License Agreement dated May 27, 2011 entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, as Licensor, and Old South Community Organization, as Licensee.

Schedule "F"

STATUTORY DECLARATION

Canada)	IN THE MATTER OF THE TITLE TO <
Province of Ontario)	
)	AND IN THE MATTER OF A SALE THEREOF from
)	HER MAJESTY THE QUEEN IN RIGHT OF
)	ONTARIO AS REPRESENTED BY THE MINISTER
)	OF INFRASTRUCTURE (the "Vendor") to < (the
)	"Purchaser")
)	
TO WIT:)	
)	
)	
)	

I, _____, of the _____, in the Province of Ontario,

DO SOLEMNLY DECLARE, that:

1. I am the _____ {title} of _____ {name of Purchaser}, the Purchaser in the above-captioned transaction and as such have knowledge of the matters hereinafter declared.

2. _____ {name of Purchaser} and ONTARIO INFRASTRUCTURE AND LANDS CORPORATION are arms length parties and _____ {name of Purchaser} has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms length parties.

3. _____ {name of Purchaser} and HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE are arms length parties and _____ {name of Purchaser} has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms length parties.

4. There are no outstanding legal disputes or actions between the Vendor and Purchaser.

5. _____ {name of Purchaser} is not in conflict with ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (or any of its employees) to the above transaction.

6. _____ {name of Purchaser} is not in conflict with HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE (or any of its employees) to the above transaction.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED by the above-named)	
Declarant, before me at the _____ of)	
_____, this)	
day of _____, 201_.)	_____
)	
A Commissioner, etc.)	

Schedule "G"

DOCUMENT REGISTRATION AGREEMENT

BETWEEN:

◇

(hereinafter referred to as the "Vendor's Solicitor")

AND:

◇

(hereinafter referred to as the "Purchaser's Solicitor")

RE: Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (the "Vendor") sale to ◇ (the "Purchaser") of the property legally described as ◇, City of ◇, being the whole of PIN ◇(LT) (the "Property pursuant to an Agreement of Purchase and Sale between the Purchaser, as purchaser, and the Vendor, as vendor, dated ◇ and accepted ◇ (the "Purchase Agreement"), scheduled to be completed on ◇ (the "Closing Date")

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby undertake and agree as follows:

Holding Deliveries
In Escrow

1. The Vendor's Solicitor and the Purchaser's Solicitor shall hold all funds, keys and closing documentation exchanged between them (the "Requisite Deliveries") in escrow, and *shall* not release or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor's Solicitor and the Purchaser's Solicitor have been authorized by their respective clients to enter into this Agreement. Once the Requisite Deliveries can be released in accordance with the terms of this Agreement, any monies representing payout funds for mortgages to be discharged shall be forwarded promptly to the appropriate mortgage lender.¹

Advising of
Concerns with
Deliveries

2. Each of the parties hereto shall notify the other as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) with respect to same.

Selecting Solicitor
Responsible for
Registration

3. The Purchaser's Solicitor shall be responsible for the registration of the Electronic Documents (as hereinafter defined) unless the box set out below indicating that the Vendor's Solicitor will be responsible for such registration has been checked. For the purposes of this Agreement, the solicitor responsible for such registration shall be referred to as the "Registering Solicitor" and the other solicitor shall be referred to as the "Non-Registering Solicitor":

Vendor's Solicitor will be registering the Electronic Documents

Responsibility of
Non-Registering
Solicitor

4. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:

- a) the registration of the Electronic Documents;
- b) the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows [_____ a.m./p.m. on the Closing Date] (the "Release Deadline"), and provided that notice under paragraph 7 below has not been received; or
- c) receipt of notification from the Registering Solicitor of the registration of the Electronic Documents.

If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6.00 p.m. on the Closing Date.

¹ Solicitors should continue to refer to the Law Society of Upper Canada practice guidelines relating to recommended procedures to follow for the discharge of mortgages.

Responsibility of Registering Solicitor

5. The Registering Solicitor shall, subject to paragraph 7 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule "A" annexed hereto (referred to in this agreement as the "Electronic Documents") in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non- Registering Solicitor, and immediately thereafter notify the Non-Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties).

Release of Requisite Deliveries by Non-Registering Solicitor

6 Upon registration of the Electronic Documents and notification of the Non-Registering solicitor in accordance with paragraph 5 above, the Non- Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow.

Returning Deliveries where Non-registration

7. Any of the parties hereto may notify the other party that he/she does not wish to proceed with the registration² of the Electronic Documents, and provided that such notice is received by the other party before the release of the Requisite Deliveries pursuant to this Agreement and before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries.

Counterparts & Gender

8. This agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context.

Purchase Agreement Prevails if Conflict or Inconsistency

9. Nothing contained in this agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this agreement and the Purchase Agreement, then the latter shall prevail.

Telefaxing Deliveries & Providing Originals if Requested

10. This agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

Dated this ____ day of <>, 201 .

Dated this ____ day of <>, 201

Name/Firm Name of Vendor's Solicitor

Name/Firm Name of Purchaser's Solicitor

<>

<>

(Signature)

(Signature)

Note: This version of the Document Registration Agreement was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 and posted to the web site on April 8, 2004.

Schedule "A"

1. **Transfer from Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure to The Corporation of the City of London.**
2. **Heritage Conservation Easement Agreement between the Ontario Heritage Trust and The Corporation of the City of London.**

² For the purpose of this Agreement, the term "registration" shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office.

Schedule "I"

PARTICIPATION AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE**

-and-

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called "The Corporation of the City of London")

RECITALS:

Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure (the "Owner") is the owner in fee simple of the property defined as the "Property" in Schedule "A" to this Agreement.

Ontario Infrastructure and Lands Corporation ("OILC") confirms that it is the designated agent of the Owner and has the authority to exercise all rights of the Minister of Infrastructure pursuant to sections 7 and 9 of the *Ministry of Infrastructure Act*, S.O. 2011, c. 9, Sched 27, and the express written delegation from the Owner, dated June 6, 2011, and that both the Owner and OILC are and shall be bound by all the Vendor's covenants, representations and warranties as provided herein.

The Corporation of the City of London is the proposed purchaser of the Property.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the transfer of the Property from OILC to The Corporation of the City of London and other good and valuable consideration, the parties hereto agree as follows:

- (1) It is the express intention of OILC and The Corporation of the City of London that that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arms length sale or proposed sale of the Property by The Corporation of the City of London at any time within ten (10) years from the Date of Closing at the option of OILC, either (i) OILC shall have the right to repurchase the Property at the same price paid by The Corporation of the City of London to OILC pursuant to this Agreement, or (ii) 100% of any Profit as defined below shall be paid to OILC and the amount of such Profit shall be a charge on the Property in favour of OILC until paid.

"Base Amount" means One Million, Six Hundred and Eighty-Five Thousand (\$1,685,000.00) Canadian Dollars.

"Sale Price" means: The value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm's length with The Corporation of the City of London (or The Corporation of the City of London's heirs, administrators, successors or assigns) including the value of all chattels situate thereon which are then owned by The Corporation of the City of London and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles) made by The Corporation of the City of London to the Property from and after the Date of Closing;
- (b) any real estate commission payable by The Corporation of the City of London in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by The Corporation of the City of London in disposing of the Property.

“Profit” means the amount by which the Sale Price exceeds the Base Amount.

- (2) On the Date of Closing The Corporation of the City of London will register Notice of this Participation Agreement on title to the Lands immediately following the transfer to The Corporation of the City of London, or in the priority specifically consented to by OILC, in writing.

NOTICE

- (3) Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary mail or prepaid courier or electronic facsimile machine addressed to The Corporation of the City of London’s at:

The Corporation of the City of London
City Hall, 6th Floor
300 Dufferin Avenue
London, Ontario N6A 4L9
Attention: Bill Warner, Manager Realty Services

Telephone: (519) 661-2500 Ext. 5445
Facsimile: (519) 661-5087

and to The Corporation of the City of London’s solicitor at:

The Corporation of the City of
London, Legal Department
City Hall, 10th Floor
300 Dufferin Avenue
London, Ontario N6A 4L9
Attention: David G. Mounteer

Telephone: (519) 661-2500 Ext. 4709
Facsimile: (519) 661-5530

and to OILC at:

c/o Ontario Infrastructure and Lands Corporation
Sales & Acquisitions
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1L5
Attention: Vice President, Sales and Acquisitions
Facsimile: (416) 327-3942

and to OILC's Legal Counsel at:

Attention: Director, Legal Services (Real Estate and Leasing)
Facsimile: 416-326-2854

or at such other addresses as OILC and The Corporation of the City of London may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

- (4) This Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by facsimile transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.
- (5) This Agreement shall be binding upon, and endure to the benefit of, OILC and The Corporation of the City of London and their respective successors and permitted assigns.

DATED this day of , 201.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name: Joe Fontana
Title: Mayor

Per: _____
Name: Catharine Saunders
Title: City Clerk
I/We have the authority to bind the Corporation

DATED this day of , 201 .

**ONTARIO INFRASTRUCTURE AND LANDS
CORPORATION acting as agent on behalf of
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF IFRASTRUCTURE**

Per: _____
Name:
Title:
Authorized Signing Officer

Schedule "A"

LEGAL DESCRIPTION OF LANDS

Block A, Plan 438 (4th), Lots 7, 8, 9 & 10, and Part Lot 11, Plan 1 (4th) East Side of Wortley Road, Lots 7, 8, 9 & 10, and Part Lot 11, Plan 1 (4th) West Side of Marley Place, being Part 1 on Plan 33R-17277; City of London, being the whole of PIN No. 08375-0115(LT)

HERITAGE CONSERVATION EASEMENT AGREEMENT

This Agreement made this _____ day of _____, 201__.

B E T W E E N:

CORPORATION OF THE CITY OF LONDON

(hereinafter called the “Owner”)

– and –

ONTARIO HERITAGE TRUST

a body corporate continued by the *Ontario Heritage Act*,
R.S.O. 1990, c.O-18, as amended

(hereinafter called the “Trust”)

WHEREAS:

- A. The Owner is the registered owner of certain lands and premises situated in the City of London, municipally known as 165 Elmwood Avenue East and more particularly described in Schedule “A1” attached hereto (the “**Property**”) and on which is erected a heritage building known as the London Normal School (the “**Building**”) as shown on the site plan attached as Schedule “A2”.
- B. By subsection 10(1)(c) of the *Ontario Heritage Act*, R.S.O. 1990, c.O-18, as amended (herein the “**Act**”), the Trust is entitled to enter into agreements, easements and covenants with owners of real property, or interests therein, for the conservation, preservation and protection of the heritage of Ontario.
- C. By section 22 of the Act, any covenants and easements entered into by the Trust, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Trust against the owner or any subsequent owners of the real property, even where the Trust owns no other land which would be accommodated or benefited by such covenants and easements.
- D. The London and Middlesex County Roman Catholic Separate School Board, Her Majesty the Queen in right of Ontario represented by the Minister of Government Services and the Trust (then the Ontario Heritage Foundation) entered into a Heritage Easement Agreement dated August 28, 1986 (the “**1986 Agreement**”) in order to conserve the aesthetic and scenic character and condition of the exterior of the Building together with the interiors of the centre hall and main staircase on the ground and second floor.
- E. This updated Agreement is intended to supersede and replace the 1986 Agreement, such release being subject to approval pursuant subsection 10(2) of the Act, if applicable thereto, upon registration of this Agreement
- F. The Property was formerly owned by the Government of Ontario and was determined to be of provincial heritage significance pursuant to a provincial heritage significance assessment performed in accordance with the Criteria for Determining Cultural Heritage Value or Interest of Provincial Significance set out in Ontario Regulation 10/06.
- G. In 2005, as part of a series of amendments to the *Ontario Heritage Act*, the Ontario Ministry of Tourism, Culture and Sport (MTCS) was authorized to develop standards and guidelines for the conservation of provincial heritage properties. MTCS completed the *Standards and Guidelines for Conservation of Provincial Heritage Properties* (the “**Provincial Standards and Guidelines**”) and they were brought into effect as of July 1, 2010.
- H. Under section F.5 of the *Provincial Standards and Guidelines*, the consent of the Minister of Tourism, Culture and Sport (the Minister) is required before a provincial heritage property of provincial heritage significance is transferred from provincial ownership or control.
- I. In light of the foregoing, the Minister has granted consent for the transfer of ownership of the Property to the Owner on the condition that the Owner execute and register this updated Agreement as a first encumbrance on title to the Property.
- J. The Owner and the Trust recognize the provincial heritage value of the Property as set out

in the Statement of Cultural Heritage Value attached hereto as Schedule "B1".

- K. The heritage character defining features of the exterior of the Building that contribute to the heritage value of the Property (the "**Heritage Features**") are described in Schedule "B2" attached hereto.
- L. The Heritage Features of the interior of the Building are shown on the floor plan of the Building attached hereto as Schedule "B3".
- M. The Owner and the Trust have the common purpose of preserving the provincial heritage value of the Property through the protection and conservation of its Heritage Features.
- N. To this end, the Owner and the Trust desire to enter into this agreement (the "**Agreement**").

THE PARTIES AGREE that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Trust to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the Trust agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 PURPOSE

- 1.1 It is the purpose of this Agreement (herein the "**Purpose**") to ensure that the heritage value of the Property will be preserved in perpetuity as part of the heritage of Ontario. To achieve this purpose, the Owner and the Trust agree that the Heritage Features will be retained, maintained and conserved by the Owner through the application of recognized heritage conservation principles and practices and that no change shall be made to the Heritage Features that will adversely affect the heritage value of the Property as set out in the Statement of Cultural Heritage Value.
- 1.2 Any reference in this Agreement to the Property includes the Building.

2.0 HERITAGE VALUE

2.1 Statement of Cultural Heritage Value

The Owner and the Trust agree that the Statement of Cultural Heritage Value explains the heritage value of the Property and that the Heritage Features comprise the features of the Property that are to be conserved under this Agreement in order to preserve and protect the heritage value of the Property.

2.2 Baseline Documentation Report

After the registration of the Agreement the Trust shall complete a report depicting and describing the appearance, condition and construction of the Building and its surrounding grounds (including the Heritage Features) through photographs, plans, sketches and/or text (the "**Baseline Documentation Report**"). The Baseline Documentation Report will have the structure and contain the information specified in the baseline documentation report outline attached hereto as Schedule "C". When the Baseline Documentation Report has been completed the Owner agrees to execute an acknowledgment in the Baseline Documentation Report to confirm that it constitutes an accurate depiction and description of the then current appearance, condition and construction of the Building and its surrounding grounds (including the Heritage Features). The Baseline Documentation Report will also include a record of existing signs and fixtures on the Property and / or Building. When signed by both the Owner and the Trust a completed and signed copy of the Baseline Documentation Report shall be given by the Trust to the Owner, an original signed copy will be filed and may be examined at the head office of the Ontario Heritage Trust and an original signed copy will be filed with the Archives of Ontario. When completed and signed by the parties, the Baseline Documentation Report shall be referred to where applicable in determining the respective responsibilities and duties of the Owner and the Trust under this Agreement.

2.3 No Baseline Documentation Report

If the Baseline Documentation Report has not been approved and signed by the parties as provided for in section 2.2, then the Trust may refuse to consider or grant any approval to be given by the Trust under this Agreement until such time as the Baseline Documentation Report has been approved and signed by both parties.

3.0 CONSERVATION PRINCIPLES, STANDARDS AND GUIDELINES

- 3.1 Both the Owner and the Trust in carrying out their respective responsibilities and duties under this Agreement shall, where applicable, be guided by and apply the conservation principles set out in the "*Standards and Guidelines for the Conservation of Historic Places in Canada*", prepared under the auspices of Canada's Historic Places, as revised from time to time (the "**Standards and Guidelines**"), and recognized heritage conservation best practices (collectively herein the "**Conservation Principles and Practices**").
- 3.2 The current Standards for the Conservation of Historic Places in Canada set out in the Standards and Guidelines are attached for information purposes only as Schedule "D". Reference to the complete text of the Standards and Guidelines shall be made in applying the Standards and Guidelines.

4.0 DUTIES OF OWNER

4.1 Maintenance

The Owner shall at all times and, subject to compliance with the requirements of section 4.2, maintain the Building in as good and sound a state of repair as a prudent owner would normally do so that no deterioration in the present condition and appearance of the Heritage Features shall take place except for reasonable wear and tear. The Owner's obligation to maintain the Building shall require that the Owner undertake such preventative maintenance, repair, stabilization and replacement whenever necessary to preserve the Building in substantially the same physical condition and state of repair as that existing on the date of this Agreement and to take all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

4.2 Alterations

The Owner shall not, without the prior written approval of the Trust, undertake or permit any demolition, construction, reconstruction, renovation, restoration, alteration, remodelling of the Building, or any other thing or act which would materially affect the condition, appearance or construction of the Heritage Features. The Owner may, without the prior written approval of the Trust, undertake or permit the repair or refinishing of the Building where damage has resulted from casualty, loss, deterioration or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the condition, appearance or construction of the Heritage Features and the Conservation Principles and Practices are applied where applicable.

4.3 Trust Approval Not Required

In the event that the Owner completes a conservation plan for the Property (hereafter called the "**Plan**") and that Plan has been jointly approved by the Trust and the Owner, then any and all demolition, construction, reconstruction, renovation, restoration, alterations, and remodeling of the Heritage Buildings, as described therein, shall be deemed approved by the Trust under sections 4.2 and 4.6, subject to the submission of related drawings and specifications that meet with the written approval of the Trust.

4.4 Emergency Measures

Notwithstanding the provisions of section 4.2, the Owner may undertake such temporary measures in respect of the Building as are reasonably necessary to deal with an emergency situation which puts the security or integrity of the Building at risk of damage or occupants of the Building at risk of harm provided that:

- (a) such measures are in keeping with the purpose of this Agreement;
- (b) such measures are consistent with the conservation of the Heritage Features;
- (c) the requirements of the *Building Code Act, 1992*, S.O. 1992, c.23 as amended or re-enacted from time to time are complied with; and
- (d) where time permits, the Trust is consulted before any such measures are undertaken.

In any case, the Owner shall advise the Trust forthwith when it undertakes temporary measures in respect of the Building in an emergency situation.

4.5 Signs and Fixtures

The Owner shall not place or affix on the Building any signs, permanent storm screens, awnings, satellite receiving dishes, or other similar objects and fixtures without the prior written approval of the Trust. Such approval may, in the sole discretion of the Trust and for any reason which the Trust considers necessary, be refused.

4.6 Regulated Activities

The Owner shall not in respect of the Property, except with the prior written approval of the Trust:

- (a) grant any easement or right of way;
- (b) sever or subdivide;
- (c) erect or remove or permit the erection or removal of any building, free-standing sign, fence, or other structure of any type whatsoever except temporary fencing required during construction;
- (d) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (e) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the Property, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, or other materials;
- (f) allow the removal, destruction or cutting of trees, shrubs or other vegetation;
- (g) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the Building or the Property, or (ii) causing any damage to the Building; or
- (h) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control or soil conservation.

4.7 Archaeological Resources

In the event that archaeological resources are uncovered at the Property during the course of any excavations or ground disturbance the Owner shall immediately cease all activities at the specific location where the discovery has exposed buried structural features and/or artifacts and notify the Trust in writing forthwith. The Trust may require that the Owner, at its cost, retain a licensed consulting archaeologist to investigate and document the finds prior to the Owner continuing or allowing the continuance of any excavation or ground disturbance.

4.8 Human Remains

In the event that human remains are uncovered at the Property during excavations or ground disturbances, in addition to any other parties or authorities that the Owner is legally required to contact, the Owner shall also notify the Trust immediately and cease all activities at the specific location(s) where human remains have been discovered.

5.0 OWNER'S RESERVED RIGHTS

5.1 The Owner expressly reserves for itself the right to use the Property and carry out such activities as are not inconsistent with the Purpose of this Agreement and which do not materially adversely affect, directly or indirectly, the Heritage Features.

6.0 APPROVALS

6.1 Information to be provided

In requesting any approval under this Agreement the Owner shall at its expense provide to the Trust such information in such detail as the Trust may reasonably require in order to consider and assess the Owner's request (the "Information") including without limitation the following:

- (a) plans, specifications describing the elevations, other drawings, sections and designs for any proposed work;
- (b) materials samples;
- (c) a work schedule;
- (d) the report of a qualified conservation engineer, architect, landscape architect, archaeologist, conservator or consultant; and
- (e) such other reports, studies or tests as may in the circumstances be reasonably required for the Trust to appropriately assess the impact of the proposed work on the Heritage Features.

6.2 Matters to be Considered

Where any request for approval required under this Agreement is submitted to the Trust, the determination of the Trust may be based upon choice of materials, architectural design, historical authenticity, or any other grounds, not limited to purely aesthetic or historical grounds, but the Trust's approval shall not be unreasonably withheld, unless otherwise specifically provided for in this Agreement. In considering any request for approval the Trust shall be guided by and apply the Conservation Principles and Practices. In giving its approval, the Trust may specify such conditions of approval as the Trust considers necessary or appropriate in the circumstances to ensure the conservation of the Heritage Features.

6.3 Deemed Approval

Provided that the Owner has first complied with the requirements of section 6.1 to the satisfaction of the Trust, any approval required to be obtained from the Trust under this Agreement shall be deemed to have been given upon the failure of the Trust to respond in writing to a written request for it within sixty (60) days of receiving such request and all of the Information requested by the Trust at its address as set out in section 11.1 of this Agreement.

6.4 Conditions of Approval

If the approval of the Trust is given or deemed to have been given under this Agreement the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of or deemed to be approved of, shall comply with all of the conditions of approval specified by the Trust in its approval including the use of materials and methods specified by the Trust in its approval.

6.5 Where Owner in Default

In the event that the Owner is in default of any of its obligations under this Agreement and, pursuant to section 10.1, the Trust has notified the Owner of such default, then the Trust may refuse to consider any request for approval submitted by the Owner whether requested before or after such notice of default has been given to the Owner and the deemed approval provisions of section 6.3 shall not apply so long as the Owner is in default.

6.6 Effect of Approval

Any approval given by the Trust under this Agreement shall have application only to the requirements of this Agreement and does not relieve the Owner from obtaining any approvals, permits or consents of any authority whether federal, provincial, municipal or otherwise that may be required by any statute, regulation, by-law, guideline or policy or by any other agreement.

7.0 **INDEMNITY AND INSURANCE**

7.1 Indemnity

The Owner shall hold the Trust and its employees, officers, agents, contractors and representatives harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death

resulting therefrom), occasioned by any act or omission of the Owner related to this Agreement, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made or done by the Trust and its employees, officers, agents, contractors and representatives pursuant to sections 8.4, 9.1 and 10.2 of this Agreement.

7.2 Insurance

7.2.1 The Owner agrees to put in effect and maintain or cause to be put in effect and maintained, at all times, with insurers acceptable to the Trust, the following insurance (collectively the “**Insurance**”):

- (a) Commercial General Liability (“CGL”) coverage of an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for Property Damage, Third-Party Bodily Injury and Personal Injury with the Trust being an additional insured and including the following policy endorsements: Cross-Liability and 30 day notice of cancellation;
- (b) Property insurance to a limit commensurate to the full replacement cost value of the Building on an “All Risks” basis (including earthquake and flood coverage where the Property is located in the designated Ontario earthquake zone) and including the following policy endorsements: Replacement Cost Value, Stated Amount Co-Insurance, the Trust as an additional insured and thirty (30) days written notice of cancellation; and

The Owner shall deliver to the Trust within three (3) weeks of the execution of this Agreement a certificate or certificates of the Insurance in a form and with limits satisfactory to the Trust, and thereafter evidence satisfactory to the Trust of the renewal of the Insurance shall be delivered to the Trust at least fifteen (15) clear days before the termination thereof.

7.2.2 If the Owner fails to obtain the Insurance or if the Insurance is cancelled, the Trust may effect such Insurance and the premium and any other amount paid in so doing shall forthwith be paid by the Owner to the Trust, or if not, shall be a debt owing to the Trust and recoverable from the Owner by action in a court of law.

7.2.3 All proceeds receivable by the Owner under the Property Insurance shall, on the written demand and in accordance with the requirements of the Trust, be applied to replacement, rebuilding, restoration or repair of the Building to the fullest extent possible having regard to the particular nature of the Building and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Building if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the Property Insurance. In the event that the Property Insurance proceeds receivable by the Owner are insufficient to effect a partial or complete restoration of the Building, the Trust shall have the privilege, but not the obligation, of contributing additional monies towards the replacement, rebuilding, restoration, or repair costs in order to effect a partial or complete restoration of the Heritage Features.

7.2.4 The amount of Insurance coverage specified in clause 7.2.1(a) that the Owner is required to put in effect may be increased by the Trust from time to time on written notice to the Owner to such amount that is prudent in the circumstances taking into account inflation, changes in the risks associated with the Property and industry practice.

8.0 **BUILDING DEMOLITION OR REBUILDING**

8.1 Notice of Damage or Destruction

In the event of any significant damage to or destruction of the Building the Owner shall notify the Trust in writing of such damage or destruction to the Building within ten (10) clear days of such damage or destruction occurring.

8.2 Approval to Demolish

If in the opinion of the Owner the replacement, rebuilding, restoration or repair of the Building which has been damaged or destroyed is impractical because of the financial costs involved or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of giving the Trust notice under section 8.1, request the Trust's approval to demolish the Building. In the event that the Trust approves or is deemed to approve the demolition of the Building, the Owner shall be entitled to retain any insurance proceeds payable to it as a result of the damage to or destruction of the Building

and to demolish the Building.

8.3 Rebuilding by Owner

In the event that either the Owner does not request or the Trust does not give the approval referred to in section 8.2, the Owner shall replace, rebuild, restore or repair the Building to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Building and of any additional monies contributed by the Trust towards the replacement, rebuilding, restoration or repair of the Building to effect a partial or complete restoration of the Heritage Features (in this section 8.0, the **“Work”**). Before the commencement of the Work, the Owner shall submit all plans, designs and specifications for the Work for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. The Owner shall not commence or cause the Work to be commenced before receiving the written approval of the Trust of the plans, designs and specifications for the Work and the Work shall be performed in accordance with the approved plans, designs and specifications and upon such terms and conditions as the Trust may stipulate. The Owner shall cause the Work to be commenced within thirty (30) days of its approval by the Trust and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond its control or the scope of the Work prevent completion within nine (9) months.

8.4 Reconstruction by Trust

8.4.1 In the event that the Owner does not submit a request to demolish the Building or the request to demolish is refused by the Trust and the Owner subsequently fails to submit plans, drawings and specifications for the Work within the period stipulated in section 8.3 which are acceptable to the Trust then the Trust may at its option prepare its own plans, drawings and specifications for the Work (herein the **“Trust’s Plans”**) and shall deliver a set of the Trust’s Plans to the Owner. The Owner shall have thirty (30) days from receiving the Trust’s Plans to notify the Trust in writing that it intends to undertake the Work in accordance with Trust’s Plans. If the Owner does not so notify the Trust within the said thirty (30) days, the Trust may (but shall not be obligated to) undertake the Work up to the value of any insurance proceeds receivable by the Owner in respect of the Building and of any additional amount that the Trust is prepared to contribute to effect a partial or complete restoration of the Heritage Features. The Owner shall reimburse the Trust for any expenses incurred by the Trust in undertaking the Work, including any professional or consulting costs reasonably incurred in connection with the Work to an amount not to exceed any insurance proceeds receivable by the Owner in respect of the damage to or destruction of the Building.

8.4.2 The Owner grants to the Trust the right and licence to enter and occupy the Property and the Building or such part or parts thereof that the Trust acting reasonably considers necessary or convenient for the Trust and its forces to undertake and complete the Work (herein the **“Licence”**). The Licence shall be exercisable by the Trust on the commencement of any Work undertaken by the Trust and shall terminate when such Work has been completed.

8.4.3 In the event that the Trust does not submit to the Owner the Trust’s Plans or does not proceed with the Work within sixty (60) days after it becomes so entitled, except where it is prevented from so doing by any act or omission of the Owner or any tenant or agent of the Owner, or by any other factors beyond its control, the Trust’s right to undertake the Work shall automatically terminate and the Owner shall be entitled to retain any insurance proceeds in respect of the damage to or destruction of the Building.

9.0 **INSPECTION AND PUBLIC VIEWING**

9.1 Inspection

The Trust or its representatives shall be permitted at all reasonable times during normal business hours to enter upon and inspect the Property and the Building upon giving at least forty-eight (48) hours prior written notice to the Owner.

9.2 Public Viewing

The Owner shall ensure that reasonable public access is available to the Property on a regular basis during normal business hours to permit public appreciation and interpretation of the Heritage Features, subject to such reasonable restrictions on public access to the interior of the Building as the Owner may require for business, privacy or security reasons.

10.0 REMEDIES OF TRUST

10.1 Notice of Default

If the Trust, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of its duties or obligations set out in this Agreement, the Trust may, in addition to any of its other legal or equitable remedies, give the Owner written notice setting out particulars of the Owner's default and the actions required to remedy the default. The Owner shall have thirty (30) days from receipt of such notice to remedy the default in the manner specified by the Trust or to make other arrangements satisfactory to the Trust for remedying the default within such period of time as the Trust may specify.

10.2 Trust May Rectify Default

If the Owner has not remedied the default or made other arrangements satisfactory to the Trust for remedying the default within the time specified in section 10.1, or if the Owner does not carry out the arrangements to remedy the default within the period of time specified by the Trust, the Trust may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the Trust for any expenses incurred thereby. Such expenses incurred by the Trust shall, until paid to it by the Owner, be a debt owed by the Owner to the Trust and recoverable by the Trust by action in a court of law. The provisions of subsection 8.4.2 shall apply with all necessary changes required by the context to any entry by the Trust onto the Property to remedy the default.

10.3 Other Remedies

As damages based upon market value may not be adequate or effective to compensate for destruction of or restoration of the Heritage Features as they existed prior to default or breach of the Agreement, the parties agree that:

- (a) compensation to the Trust in the event of the Owner's default under this Agreement may be based upon market value, restoration or replacement costs whichever, in the opinion of the court, shall better compensate the Trust in the circumstances; and
- (b) in addition and without limiting the scope of the other enforcement rights available to the Trust under this Agreement, the Trust may bring an action or an application for injunctive relief to prohibit or prevent the Owner's default or the continuance of the Owner's default under this Agreement.

11.0 NOTICE

11.1 Any notices to be given or required under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("Fax"), or by ordinary prepaid mail to the following addresses:

To the Owner:

[to be provided by Owner]

To the Trust:

Ontario Heritage Trust
10 Adelaide Street East
Toronto ON M5C 1J3
Attention: Easements Program
Fax: 416-325-5071

The parties may designate in writing to each other a change of address at any time. Notice by mail shall be deemed to have been received on the fourth (4th) business day after the date of mailing, and notice by personal delivery or Fax shall be deemed to have been received at the time of the delivery or transmission. In the event of an interruption in postal service, notice shall be given by personal delivery or Fax.

12.0 PLAQUE AND PUBLICITY

12.1 The Owner agrees to allow the Trust, at its expense, to erect a plaque on the Building or the Property, in a tasteful manner and in such location as the Trust and the Owner may mutually determine, acting reasonably, indicating that the Trust holds a heritage conservation agreement on the Property. The Owner also agrees to allow the Trust to publicize the existence of the Agreement and the Heritage Features in its publications, educational materials, website and research databases.

13.0 GENERAL

13.1 Waiver

The failure of the Trust at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Trust of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Any waiver must be in writing and signed by the Trust.

13.2 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Trust, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension must be in writing and signed by the Trust.

13.3 Severability of Covenants

All covenants, easements and restrictions contained in this Agreement shall be severable, and should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the validity and enforceability of the remaining covenants, easements and restrictions shall not be affected.

13.4 Costs

In the event that a dispute arises between the parties hereto because of this Agreement, each party shall be responsible for its own legal fees, court costs and all other similar expenses that may result from any such dispute except where costs are awarded by a court or a tribunal.

13.5 Entirety

This Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.

13.6 Subsequent Instruments

Notice of this Agreement shall be inserted by the Owner in any subsequent deed, lease or other legal instrument by which it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Building, retains responsibility for the alteration of any Heritage Features forming part of the licensed or leased premises and the tenant or licensee has no authority to alter such Heritage Features.

13.7 Notification of Transfer of Title or Possession

The Owner shall immediately notify the Trust in the event that it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building, provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Building, retains responsibility for the alteration of any Heritage Features forming part of the licensed or leased premises, and the tenant or licensee has no authority to alter such Heritage Features.

13.8 Agreement to Run with the Property

This Agreement shall be registered on title to the Property by the Trust, at its expense, and the covenants, easements and restrictions set out herein shall run with the Property and enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

13.9 Priority and Postponement

The Owner shall, at its expense, obtain and register any postponement agreements or other agreements that the Trust may require to ensure that this Agreement shall be a first

encumbrance on title to the Property in priority to all mortgages, charges, leases and other encumbrances or agreements affecting the Property.

13.10 Assignment

The Trust may assign all of its interest in this Agreement to any person in accordance with section 22(3) of the Act. The Trust shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner.

13.11 Owner Not Liable

No person who is an Owner shall be liable to the Trust for any breach of or default in the obligations of the Owner owed to the Trust under this Agreement committed after the registration of a transfer by such person of that person's entire interest in the Property to another person, provided that the Owner has delivered to the Trust notice of such transfer and an acknowledgement and assumption executed by the new registered owner, acknowledging the priority of this Agreement and the interest of the Trust, and assuming the obligations of the Owner under this Agreement.

13.12 Gender, Number and Joint and Several

Words importing the masculine gender include the feminine or neutral gender and words in the singular include the plural, and *vice versa*. Whenever the Owner comprises more than one person, the Owner's obligations in this Agreement shall be joint and several.

13.13 Circumstances Beyond the Control of Either Party

Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Trust and the Owner including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

13.14 Headings

The headings in the body of this Agreement form no part of the Agreement but are inserted for convenience of reference.

13.15 Counterparts

This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Each of the parties hereto agree that this Agreement may be delivered, once executed, by facsimile transmission (and the executed version of this Agreement delivered by facsimile transmission shall have the same force and effect as if it were originally executed and personally delivered) and that a photocopy of facsimile copy of the Agreement may be relied upon by all parties that have signed the Agreement to the same extent as if it were an original executed version addressed specifically to each of them. Notwithstanding the foregoing, at the request of a party, the parties shall exchange originally signed copies of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first written above.

ONTARIO HERITAGE TRUST

Per: _____
Beth Hanna – Executive Director

Per: _____
Sean Fraser – Director, Heritage Programs and Operations

We have authority to bind the Trust.

CORPORATION OF THE CITY OF LONDON

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I / We have authority to bind the Corporation.

SCHEDULE “A1”

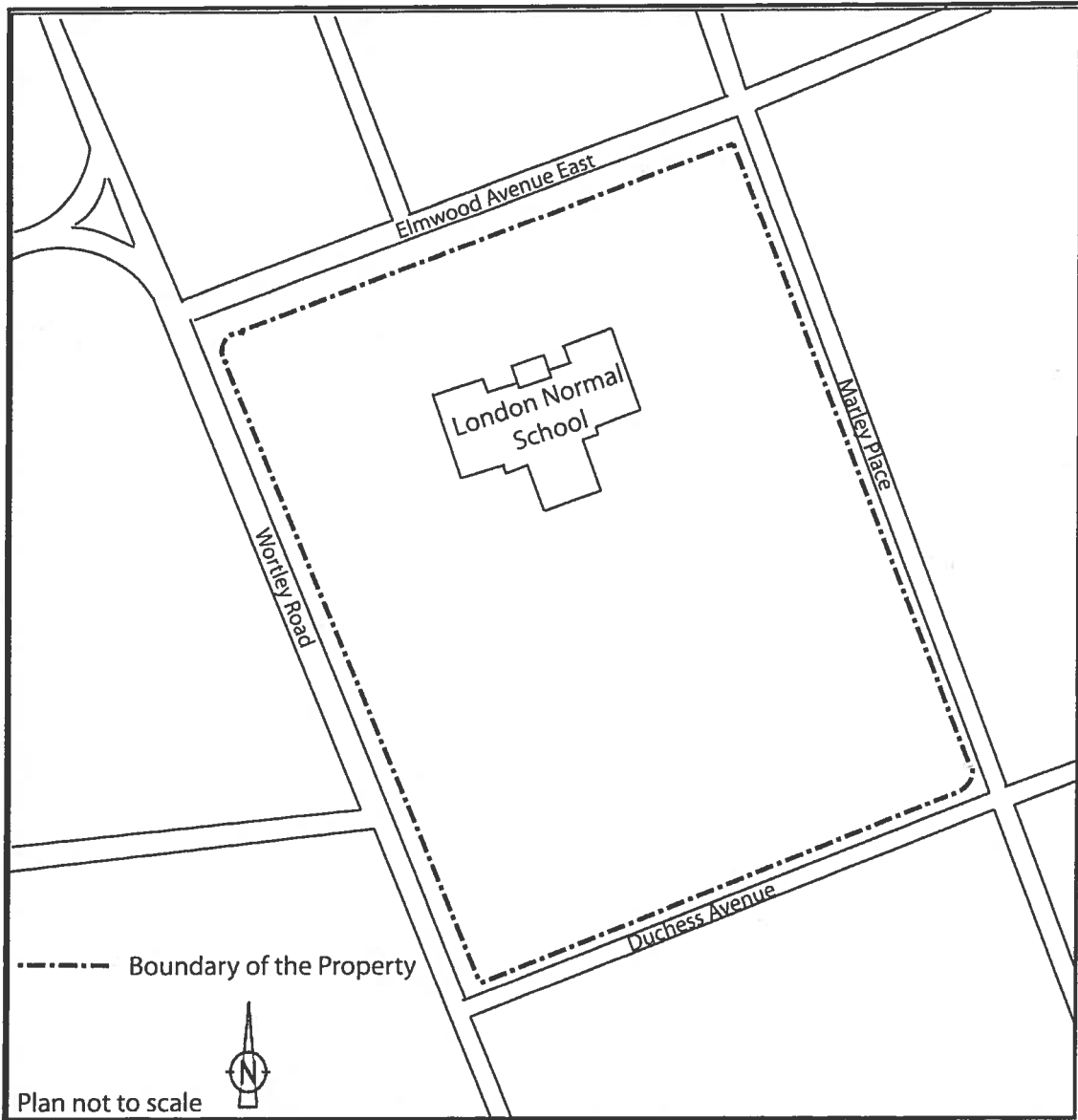
DESCRIPTION OF THE PROPERTY

PIN 08375–0115 (LT) being Block A, Plan 438(4th) , Lots 7, 8, 9 & 10 & part of Lot 11 , Plan 1(4th) East of Wortley Road, Lots 7, 8, 9 & 10 & part of Lot 11 , Plan 1(4th) West of Marley Place, as in 696151 ; City of London

[NTD: Legal description taken from Teranet – to be confirmed upon closing]

SCHEDULE "A2"

SITE PLAN OF THE PROPERTY



SCHEDULE “B1”

STATEMENT OF CULTURAL HERITAGE VALUE

DESCRIPTION OF HISTORIC PLACE:

The London Normal School is located at 165 Elmwood Avenue East in the City of London. It sits on a rectangular-shaped two-and-a-half hectare (five-acre) city block bounded by Elmwood Avenue East, Wortley Road, Marley Place, and Duchess Avenue. The two-and-a-half storey, central tower, red-brick building was designed in the High Victorian style by provincial architect Francis R. Heaks (1858-1930) and constructed in 1898-99. The property is designated by the City of London under Section 29 of the *Ontario Heritage Act* (Bylaw L.S.P.-2917501).

STATEMENT OF PROVINCIAL SIGNIFICANCE:

Under Criterion 1 of Ontario Regulation 10/06 (*the property represents or demonstrates a theme or pattern in Ontario's history*), the London Normal School is provincially significant. The London Normal School is associated with the provincial theme of education; specifically it demonstrates the reformation of Ontario's educational system and step forward in the professionalization of teacher training. With Ontario's economy rapidly industrializing and few students completing secondary school, the provincial government determined that a more educated workforce was needed. Part of this problem was addressed by developing a more centralized and formal teacher training program as many primary and secondary schools employed teachers who lacked formal qualifications. The opening of Normal schools in strategic locations in the province improved the qualifications of teachers by providing academic, practical and professional training. The London Normal School was opened in 1900 to accommodate students in the province's southwestern region.

Under Criterion 4 (*the property is of aesthetic, visual or contextual importance to the province*), the London Normal School is provincially significant as a remarkably intact example of a late Victorian government showcase building. Eclectic in style, the architecture incorporates Gothic Revival, Romanesque and Flemish Revival elements. It features an imposing, symmetrical front elevation with a square 40-meter high central tower. Properties chosen as sites for new normal schools were generally spacious and located in upscale neighbourhoods. The London Normal School is located on a park-like five-acre city block surrounded by streets of well designed contemporary housing. Its park-like setting and open space enhances the imposing presence of this building with views of the south (rear) elevation from throughout the open space. The London Normal School is the only provincial normal school to retain significant elements of the original neighbourhood character.

HERITAGE VALUE:

Historic Value:

The London Normal School opened in 1900 and was the third of seven normal schools opened by the provincial government between 1847 and 1909. Normal schools were introduced in Upper Canada (Ontario) as a result of Egerton Ryerson's *School's Act* of 1846. They were a precursor to teachers' colleges and greatly improved the professional qualifications of teacher training. Prior to the opening of the London Normal School in 1900, there were only two normal schools in the province – at Toronto and Ottawa. Therefore, teacher training still remained highly decentralized as most teachers attended a county model school where they obtained a Third Class Teaching Certificate. With the two normal schools at Toronto and Ottawa, locating a new school in the southwest was necessary and alleviated some of the issues around the shortage of qualified teachers in that part of the province.

The decision to locate this new school in London was influenced and supported by Ontario Premier George William Ross, a former teacher, school inspector, Minister of Education and education reform advocate; local MPP Colonel F. B. Leys; and chair of the London Board of Education Dr. C.T. Campbell. They had promoted London as a desirable site owing to its location, size, and excellent educational facilities. The site was also close to the London Street Railway Belt Line and in a neighbourhood with many large homes that could be used as boarding houses for out-of-town students. The educational influence of the London Normal School can be measured by the over 12,000 teachers that graduated between 1900-1958 and the hundreds of thousands of students who were educated by teachers who graduated from the Normal School.

In 1953 all normal schools were renamed teachers' colleges and in 1958 a new teachers' college affiliated with the University of Western Ontario (now Western University) was opened and this facility closed. The building operated as a junior high school until 1963 when it was converted to the London Board of Education's headquarters. The building was subsequently sold to the Ministry of Government Services and then to the London District Catholic School Board.

Architectural Value:

The London Normal School is one of five normal schools (four are still standing) designed by Provincial Architect Francis R. Heakes. Heakes designed four other Normal Schools to a common plan in Peterborough (1908), Stratford (1908), Hamilton (1908, demolished) and North Bay (1909). A number of large-scale public buildings were designed under Heakes' supervision including district courthouses and registry offices located across the province. Heakes' design for the London Normal School is significant as an example of High Victorian public architecture. The design of the London Normal School borrows from different architectural styles including Romanesque, Gothic and Flemish Revival. The application of this variety of architectural styles gives the building an overall eclectic look. Romanesque elements are utilized on the main entrance's heavy rounded-arch supported by rusticated stone ashlar base with columns topped with carvings. The Flemish Revival influence can be seen in the alternating rusticated sandstone quoins framing the windows, the gabled frontispiece on the east and west elevations and the use of stepped gables. Heakes described his design of the London Normal School as "modernized French gothic" and the Gothic inspiration can be seen in the rose windows, pinnacles and finials.

The plan of the London Normal School forms a "T" shape and is accented by a multi-gable slate roof topped with three octagonal ventilator cupolas. The symmetrical façade (north elevation) is elaborately decorated with a central 40 metre tall square tower. This north entrance was reserved for the use of teachers and visitors. The east and west elevation were used for segregated male and female student entrances and are quite understated in comparison.

The London Normal School's fenestration pattern is significant and includes large square and rectangular and round-headed windows grouped in pairs, threes and fours, paired arched windows, square punch windows, oculus and rose windows. Many of the windows have retained their original wood storms.

The high rusticated foundations are of Credit Valley Sandstone, which is rare in southwestern Ontario due to the expense associated with transporting the materials. The decorative stone and brick details of the exterior of the London Normal School are also noteworthy and include the brick diaper-work on the tower and blind transoms, gauged brickwork drip moulds with a stone label stop, the elaborate stone voussoir and spandrel decorated with filigree sandstone carving at the north entrance and the brick pilasters that separate the tripartite windows. A dropped metal dentilated cornice decorates portions of the north, east and west elevations.

The interior of the building is symmetrically organized around a grand divided staircase and features original patterned tin ceiling tiles and unusually tall wood wainscoting in the hallways. Significant woodwork includes the floors, wainscoting, doors and door surrounds, newel posts, banister and railings. The interior also features curved wood and mottled glass office partitions.

Contextual Value:

Located at 165 Elmwood Avenue East, the London Normal School is a prominent visual landmark in the community. The building is situated in a residential area in Wortley Village in the historic community of Old South London and the school can be seen from all angles in the neighbourhood. Sites for the province's normal schools were usually spacious, located in upscale neighbourhoods whose well-designed large homes provided a suitable setting. There are several mature trees located throughout the property and along its perimeter and the sidewalks leading to the student and teacher entrances follow a pattern similar to the original planned walkways.

SCHEDULE “B2”

HERITAGE FEATURES

The Heritage Features of the Property referred to in this Agreement are comprised of the following:

- (a) the exterior of the Building; and
- (b) the select interior areas of the Building shown shaded on the floor plan(s) attached as Schedule “B3”
- (c) the grounds

They include, but are not limited to, the following highlighted elements of the exterior and interior of the Building which contribute to its heritage value:

Exterior of the London Normal School:

- Axial symmetry of the building plan
- “T” shape building footprint
- Axial symmetry of the north elevation (main façade) with a central 40-metre tower and flanking bays
- Multi-gable slate roof
- Three octagonal roof ventilators
- Overall fenestration pattern, wood windows and accompanying wood storms
- Oversized windows with their original system of one-over-one wood-sash windows with a transom and the accompanying multi-paned storms (east, west and north elevations), the varied sizes and shapes of the wood windows on the south elevation
- Decorative stone and brick details on all elevations: brick diaper-work on the tower and blind transoms, gauged brickwork drip moulds, label stops, crockets and finials, brick pilasters that separate the tripartite windows
- Red mortar joints in the brickwork
- Metal dentilated dropped cornice decorates portions of the north, east and west elevations
- North elevation’s square tower decorated with banding dividing the tower into thirds:
 - Elaborate base with Romanesque rounded-arched main entrance with a stone voussoir and spandrel decorated with filigree sandstone carving, arch supported by a heavy rusticated stone ashlar base with columns topped with carvings supporting a jamb shaft that is capped with finials, main wood double entrance doors with transom and sidelights
 - The middle section features paired and single square-headed, trefoil-arched and oculus windows
 - The uppermost portion has an open belfry, brick diaper-work, rose windows, finials, metal cornice and is topped with a four-sided slate roof tower.
- Symmetrical wings flanking tower on the north elevation:
 - Recessed bays: tripartite square-headed windows and tripartite rounded-arched windows separated with brick pilasters topped with a capital and a rounded-arch surround topped with a corbel.
 - Projecting bays: two rows of square-headed windows grouped in four, pair of round-headed windows with an oculus in the gable, alternating rusticated sandstone quoins frame the windows, the roofline is a stepped gable topped with a finial.
- East and west elevations (student entrances):
 - Flemish Revival influence seen in the alternating rusticated sandstone quoins framing the oversized windows, the stepped gabled frontispiece and gauged brickwork drip moulds with a stone label stop
 - The off-centre entrance is enclosed with a simple Romanesque rounded-arched,
 - A rose window is set within a rounded arch niche in the gable
- South elevation: projecting assembly hall wing that give the building its “T” shape, two large paneled brick chimneys flank the assembly hall wing, brick window surrounds and blind oculus windows

Interior features of the London Normal School:

- Symmetrical layout
- Grand central staircase with decorative wood newel posts, banister and railings
- Woodwork including the floors, wainscoting and door surrounds
- Main wood double entrance doors with transom and sidelights
- Curved wood and mottled glass office partitions

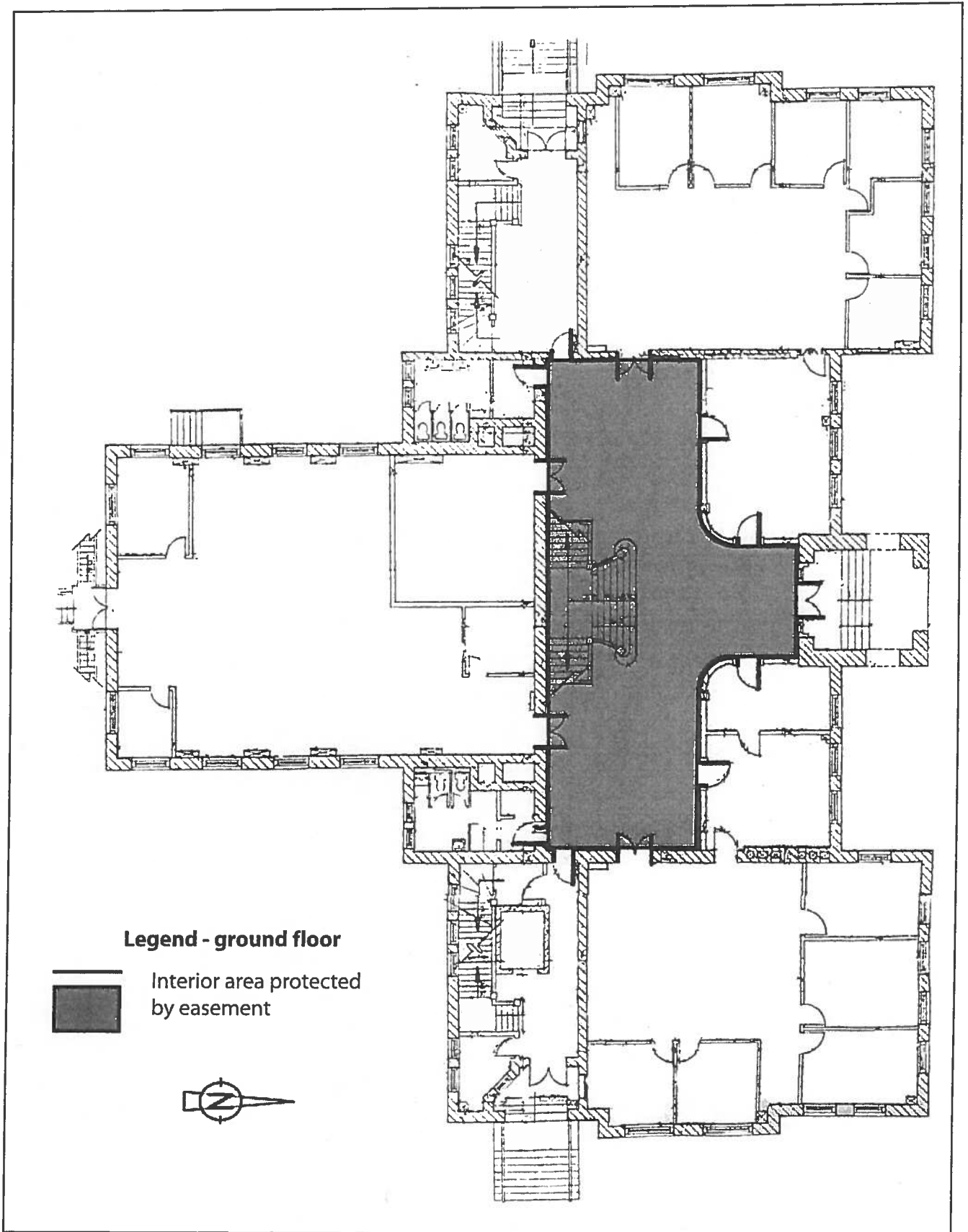
- Patterned tin ceiling tiles

Features of the grounds of the London Normal School:

- Location on a rectangular, park-like two-and-a-half hectare block
- Mature trees located throughout the grounds and on the perimeter of the property
- Historic walkway pattern leading to the student and teacher entrances
- Views of the south (rear) elevation from throughout the open space
- Clear unobstructed views of all four elevations

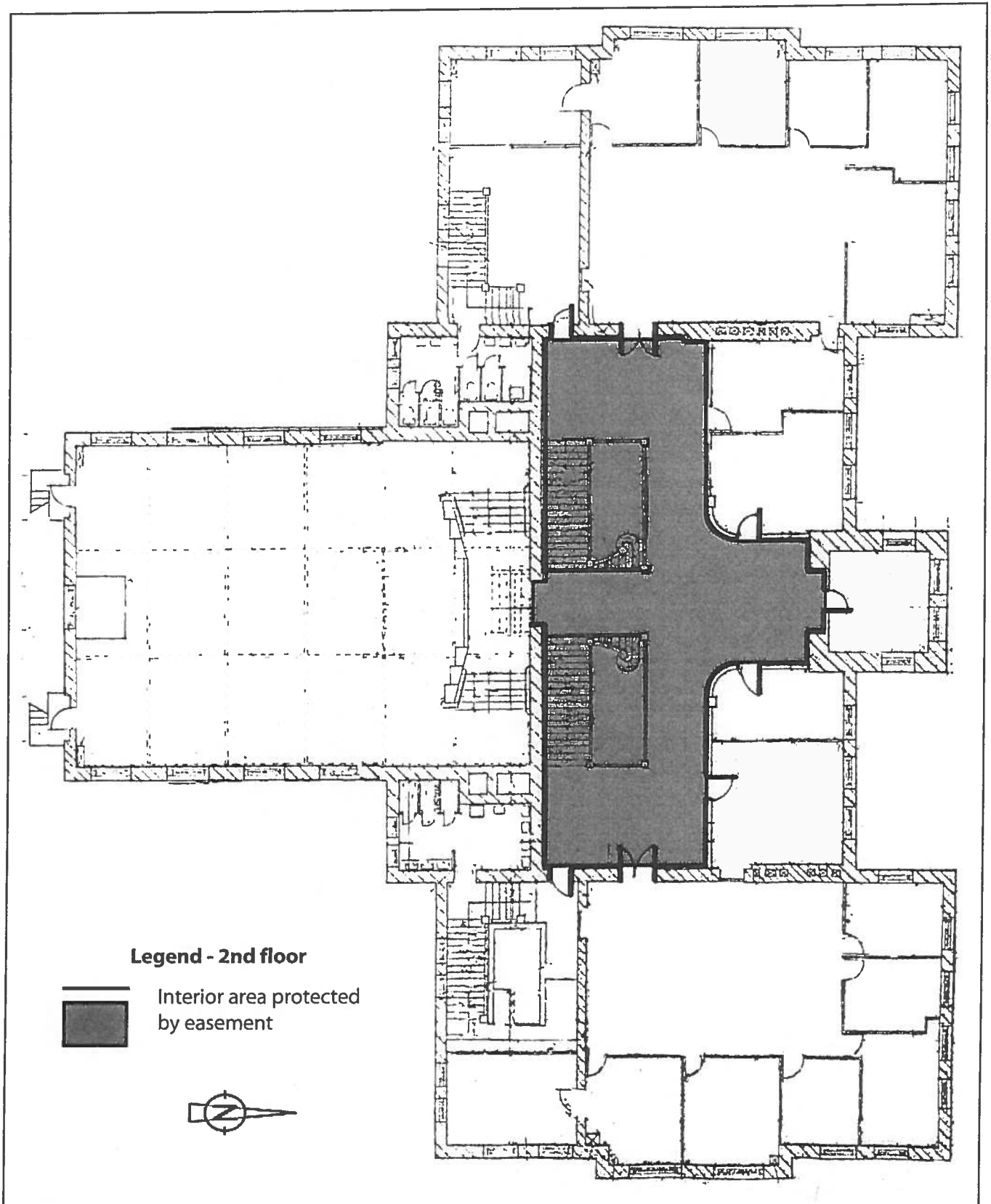
SCHEDULE "B3"

INTERIOR FLOOR PLAN - GROUND FLOOR



SCHEDULE "B3"

INTERIOR FLOOR PLAN - 2nd FLOOR



SCHEDULE “C”

BASELINE DOCUMENTATION REPORT OUTLINE

A Baseline Documentation Report (BDR) is the document used by the Ontario Heritage Trust and the owner of a Trust easement property to identify the specific heritage character and condition of a property at the time the heritage conservation easement is established or at an agreed upon time thereafter.

The BDR provides the Trust and the owner with a permanent record of the built heritage resources located on an easement property. It is a separate document, completed after the easement agreement is executed, and which forms a legal reference under the agreement (Section 2.2). Its main purpose is to establish the initial benchmark against which future monitoring of the property is conducted by the Trust. It is the datum against which the maintenance requirement of the easement is measured and is the mechanism by which pre-existing alterations or acknowledged property conditions can be authenticated.

There are a number of internationally accepted formatting and archival standards for architectural documentation including: The Library of Congress, HABS/HAER Field Book (U.S. Parks Service), Public Works Government Services Canada - Heritage Conservation Program, and many others. These organizations standardize information for a number of reasons such as accessibility, conservation, completeness of recording and archival stability. By incorporating the best features of these standards with the legal requirements of the easement agreement, the Trust has developed the following Baseline Documentation Report (BDR) Outline which is used at the Ontario Heritage Trust for cultural heritage easement agreements.

A. Preface

The purpose of the BDR as well as the legal context, author/contributors, summary of property data is included here.

B. Statement of Cultural Heritage Value

This is a narrative explanation of the historical, architectural and contextual significance and heritage value of the property. The Character Defining Features embody this significance and are described in greater detail. This section will also include sources and property evolution/ history of alterations.

C. Site Plan/Aerial Photograph

This plan/image should identify the physical boundaries of the property, the adjacent streets, access and the urban or natural context of the property. It should also be a scaled plan based on a survey for greatest accuracy.

D. Condition Report

This component of the BDR clarifies the various architectural systems and physical condition, with textual descriptions of the materials and construction. The BDR shall record all existing signs and fixtures currently located on the Property and the exterior of the Building. This report should identify any major pre-existing deficiencies and cross reference them to the plans and / or photos.

E. Photographic Key Plan

The location and orientation of the camera including the angle relative to the horizon is useful information in re-establishing the views for subsequent monitoring. All images in the BDR should be referenced on the photo key plans(s).

F. Photographs

Two types of photographs are used to visually document the heritage resource.

Black and White Photography

This film type is relatively stable if stored properly. It captures the texture and form of a property much better than colour film. Where necessary, large or medium format photography may be the preferred method of capturing a space or architectural feature. All photography should be as free as possible from optical distortion (i.e. perspective). The ideal elevations are orthogonal though this is not always possible owing to tight geometry and physical access to a property.

Colour Photography

This film captures patina, materials and subtleties of hue that may not be seen in black and white photography. If colour corrected, this medium can provide excellent reference for true colour which may also be provided with Munsell or other well recognized colour reference information. Otherwise the same issues apply as for black and white photography.

G. Architectural Drawings

These may include plans, elevations, sections, and other architectural drawings available and relevant to the Heritage Character Defining Features.

H. Acknowledgement Page

This form is signed and dated by the owner and the Trust. It indicates that both parties agree that the contents of the BDR are accurate to a given date.

I. Legal Context

A copy of the entire registered easement agreement is included as an appendix at the back of the BDR.

J. Copies

All of the material is then recorded on an archival quality CD/DVD and included in the BDR as well. It is recognized that this is not a particularly stable format even when kept in the best archival quality CD/DVD sleeve but it is better than not being included. As stipulated in the easement agreement, a hardcopy of the BDR is deposited with the provincial archives.

A Baseline Documentation Report must be prepared by heritage professionals who have expertise in documenting and assessing heritage resources, their condition and their significance.

SCHEDULE “D”

STANDARDS FOR THE CONSERVATION OF HISTORIC PLACES IN CANADA

General Standards for Preservation, Rehabilitation and Restoration

1. Conserve the *heritage value*¹ of an *historic place*. Do not remove, replace or substantially alter its intact or repairable *character defining elements*. Do not move a part of an historic place if its current location is a character-defining element.
2. Conserve changes to an *historic place* that, over time, have become *character-defining elements* in their own right.
3. Conserve *heritage value* by adopting an approach calling for *minimal intervention*.
4. Recognize each *historic place* as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.
5. Find a use for an *historic place* that requires minimal or no change to its *character-defining elements*.
6. Protect and, if necessary, stabilize an *historic place* until any subsequent *intervention* is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of *character-defining elements* to determine the appropriate *intervention* needed. Use the gentlest means possible for any intervention. Respect *heritage value* when undertaking an intervention.
8. Maintain *character-defining elements* on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving *prototypes*.
9. Make any *intervention* needed to preserve *character-defining elements* physically and visually compatible with the *historic place* and identifiable on close inspection. Document any intervention for future reference.

Additional Standards Relating to Rehabilitation

10. Repair rather than replace *character-defining elements*. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the *historic place*.
11. Conserve the *heritage value* and *character-defining elements* when creating any new additions to an *historic place* or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of an *historic place* will not be impaired if the new work is removed in the future.

Additional Standards Relating to Restoration

13. Repair rather than replace *character-defining elements* from the *restoration* period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the *restoration* period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

The complete *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) may be obtained from the Trust or may be found on the internet at www.historicplaces.ca (or such other website). The *Standards and Guidelines*, a Federal, Provincial and Territorial collaboration, are published by the Government of Canada (ISBN 978-1-100-15952-2) under the administration of Parks Canada.

¹ Definitions of italicized words and phrases are set out in the Glossary included in the 'Standards and Guidelines for the Conservation of Historic Places in Canada'