

MEMORANDUM OF UNDERSTANDING

(the “MOU”)

DATED: November 24, 2011

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS
REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT
SERVICES,
 (“PWGSC”)

AND

THE CITY OF OTTAWA
 (“CITY”)

Collectively referred to as “the Parties”

TREMBLAY ROAD COMPLEX
OTTAWA, ONTARIO

WHEREAS by a Transfer of Administration and Control from Her Majesty the Queen in Right of Ontario accepted by Her Majesty the Queen in Right of Canada and registered on title the 20th day of February, 2009 PWGSC became the registered owner of the lands and premises municipally known as 530 Tremblay Road, as more particularly described in the Parcel Register for PIN 04256-0678 and attached hereto as Schedule "A", hereinafter referred to as the "Property;"

AND WHEREAS the Property consists of approximately twelve (12) hectares of vacant land located at the southwest corner of Highway 417, known as the "Queensway," and the St. Laurent Boulevard interchange;

AND WHEREAS a mixed-use development is intended for this property comprising primarily federal government offices with some retail and residential land uses;

AND WHEREAS the key to the properly and orderly development of the Property in accordance with PWGSC's planning and development requirements and the City's planning priorities is cooperation between PWGSC and the City on several planning and development issues, most notably access to the site and transportation;

AND WHEREAS although PWGSC and its real property, such as the Property itself, are not subject to provincial and municipal land use controls PWGSC is prepared to enter into this MOU in order to address matters of mutual interest between itself and the City relating to infrastructure development, construction issues, transportation and overall planning and land use concerns;

AND WHEREAS the City recognizes that PWGSC, although not subject to provincial and municipal laws, is subject to all federal legislation relating to real property including environmental, building and construction issues as well as the planning requirements under the National Capital Act, R.S.C., 1985, c. N-4, as administered by the National Capital Commission (the "NCC");

AND WHEREAS PWGSC's development of the Property will require land use approvals pursuant to NCC's development and design requirements;

AND WHEREAS it is the policy of PWGSC's Real Property Branch to give consideration to all applicable City's plans and priorities in developing the Property;

AND WHEREAS PWGSC intends, subject to further final legally binding agreements, departmental project approvals and costing, to construct at its own expense, with the co-operation of all municipal and provincial bodies and entities, a permanent enclosed weather protected pedestrian bridge (the "Bridge") between the Property and the City's rapid transit station located on the north side of the Queensway just south of the St. Laurent Shopping Centre;

AND WHEREAS it is the present intention of PWGSC to proceed with the construction of this pedestrian bridge coincident with its development of Phase 1 (as defined in Article 6 of this MOU) of the Property and upon completion to the satisfaction of the respective federal, provincial and municipal engineers, and other required authorities dedicate the same to the City of Ottawa as a municipal infrastructure work;

AND WHEREAS there are other planning, transportation, land development, infrastructure and real estate transaction matters which must be addressed and the Parties recognize that open and efficient consultation is necessary between the parties to develop the Property;

NOW THEREFORE the parties agree and declare as follows:

DEFINITIONS

1. The terms defined herein shall have the following meanings for all purposes of this MOU:

"Bridge" means the weather protected covered pedestrian bridge which, PWGSC now intends to construct from the south side of the Queensway, just

north of the Property, over the Queensway to the City's St. Laurent rapid transit station;

"City" means the City of Ottawa;

"MOU" means this Memorandum of Understanding;

"NCC" means the National Capital Commission;

"Plan 4R-24325" means an R-Plan of Survey received and deposited on the 21st of January, 2010 in the Land Registry Division for Ottawa being Ottawa-Carleton (No.4). The Property is set forth as Part 1 on 4R-24325 which is attached hereto as Schedule "B";

"Property" means the lands and premises owned by PWGSC, municipally known as 530 Tremblay Road, and legally described as set out in the Parcel Register for the Property dated September 13, 2011 attached hereto as Schedule "A";

"PWGSC" means Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services;

"TOD" means the Transit Oriented Development Plan of the City as more particularly defined hereinafter.

RECITALS

2. The recitals to this MOU form an integral part of this MOU for all purposes and the Parties confirm that they agree to the same.

SCHEDULES

3. Schedules "A" and "B" attached hereto form an integral part of this MOU.

DEVELOPMENT APPROACH & TIMING

4. The City intends to prepare a Transit-Oriented Development Plan (TOD), which will include, among other lands, the Property. In preparing this TOD plan, the City will incorporate and enable PWGSC's intentions to construct a major federal office development on this Property. PWGSC agrees to engage an urban planning and design consultant to assist in the refinement of PWGSC's development option as an input into this TOD plan.

Timing is a critical factor for PWGSC. Timing of the City's TOD Plan and review of PWGSC's first phase of development, including the Bridge and other necessary infrastructure components, will run concurrently to avoid unnecessary delay. In particular, to meet intended project timelines, the development approach for the Property must be set and agreed upon by June 2012 at the latest. At that time, PWGSC intends to begin the process of soliciting a prime consultant or developer (depending on the chosen implementation strategy) which will require precise development details.

Subsequent to the City's completion of the TOD plan, the City will undertake the appropriate amendments to its planning documents (official plan and zoning by-law) to implement the TOD plan.

PWGSC intends to proceed with the disposal of certain lands that may be used for residential purposes and are not required for the overall office development. Disposal of said lands will not occur until the City has amended its zoning by-law to permit the intended residential uses.

PHASED DEVELOPMENT OF THE PROPERTY

5. The Parties acknowledge that it is the present intention of PWGSC to develop the Property in phases. The intended first phase of development (Phase 1) will comprise at least 75,000 square metres of office space, situated in a location where the Bridge will connect to the Property.

THE BRIDGE

6. It is the present intention of PWGSC to plan, arrange for, develop and construct the Bridge. Access to the Bridge will be required to be accessible to the public 24/7. The Bridge is to be constructed wholly at the expense of PWGSC which will not require the actual cash contribution of funds from Ontario or the City. The commencement of construction of the Bridge shall take place upon the execution of all required approvals, agreements, permits, licences, leases or other similar required interests or approvals from each of Ontario, the City and other agencies, entities or parties having statutory or regulatory control in relation thereto. Provided further that it is the present intention of PWGSC to begin construction of the Bridge at the same time as building construction on Phase 1 in order that the Bridge be completed and operational coincident with or prior to the occupancy of the first building or buildings constructed on Phase 1. Upon completion of the Bridge and final inspections and acceptances, in due course, as further agreed to by the Parties hereto the Bridge and all ownership and appurtenant interests therein shall be transferred, conveyed and fully granted to the City and the City shall accept the same upon more the particular terms and conditions which may by subsequently agreed to in a legally binding Bridge transfer agreement between PWGSC and the City.

LAND EXCHANGE AND ROAD ALIGNMENT REQUIREMENTS

7. PWGSC and the City shall, subject to final negotiations and acceptable written documentation, enter into a land exchange agreement to enable the development of the Property in accordance with appropriate planning principles to maximize the use of the

Property, to the equal benefit of both PWGSC and the City. The parties confirm that they intend to enter into this land exchange agreement for purposes of road realignment to facilitate access to the Property and through the Property. Fair market value, including but not limited to City's existing ROW, shall be part of the negotiations. The City shall convey to PWGSC a parcel of land that abuts the Property to the north and east, thereby ensuring the proper and orderly development of these lands as an integral part of PWGSC's overall proposed development. PWGSC shall convey to the City a parcel of land to be dedicated as a road that will comprise a realigned Tremblay Road allowance. This new road allowance will traverse the Property from northwest to east beginning at the existing Tremblay Road via a new alignment toward the south and then east to the existing St. Laurent Boulevard intersection. The final and binding land exchange agreement shall be executed and closed, in accordance with its terms, prior to PWGSC commencing the construction of the road through the Property and the applicable infrastructure.

DEVELOPMENT REVIEW & REFINEMENT

8. The Parties agree to establish respective development review teams to work in a dedicated and collaborative manner to complete the review, refinement and required documentation for all aspects of the proposed development.

LEGAL STATUS

9. Neither this MOU nor its provision are intended to, nor shall they, amend, alter, contravene, add to or in any other way affect or effect any changes to the legal obligations between the Parties as set out in federal and provincial statute law and the common law. This MOU confirms the present intentions of the Parties to consult, coordinate and plan the development of the Property to the mutual benefit of PWGSC and the City. Neither party may commence an action relying on the covenants of this MOU. Further, notwithstanding anything contained in this agreement and any subsequent verbal representations by the Parties hereto this MOU may be terminated by simple notice of

termination sent and delivered from one of the Parties to the other. The Parties' respective officers and addresses for termination are as follows:

PWGSC:

Her Majesty the Queen in Right of Canada as
represented by the Minister of Public Works
and Government Services,

191 Promenade du Portage
Gatineau QC, K1A0S5

The City:

110 Laurier Ave., West
Ottawa ON, K2P2L7

AMENDMENT

10. This MOU may be amended by the written consent of the Parties hereto.

CONFIDENTIALITY


11. This MOU is not confidential and may be made public.

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

PWGSC:

Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Per:




Claude Seguin, Director-General
Portfolio Management, NCA, PWGSC

CITY:

City of Ottawa



Per:



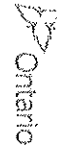
John Moser, General Manager
Planning & Growth Management

I have authority to bind the Corporation

Schedule "A"

City of Ottawa—PWGSC Memorandum of Understanding
Tremblay Road Complex

Parcel Register for PIN 04256-0678



LAST
REGISTERED
OFFICE BY

2015-01-14 10:01

03 03 03

PAGE 1 OF 1
MEMORANDUM FOR RECORD
ON 2015/01/14 AT 09:05:24

REGISTRATION INFORMATION: PARTIAL REVULSION JUDGMENT FOR SERVICE IDENTIFICATION
PART OF LOT 11 IN THE 1ST QUARTER SECTION 0684 (HIGHLIGHTED) ALL OF BLOCK 11 PART OF LOTS 11, 12 AND 13 PART OF TREMBLAY STREET, NORTH BRIDGE ROAD
CANTONMENT STRIP, AND LOTS 14, 15 AND 16 IN SECTION 0684, ALL OF TOWNSHIP 01, RANGE 01, PART 1 ON PLAN NUMBER 0171 OF OTTAWA
SUBJECT TO RESERVATION IN CHAIN DEED

REGISTRATION REFERENCE: FOR THE PURPOSE OF THE QUALIFYING THE DATE OF ACQUISITION OF ABSOLUTE TITLE IN 2015/01/14
CORRECTIONAL TITLE: LEGITIMATE
FILE NUMBER: RE-ENTRY FROM 04256-0678
ABSOLUTE TITLE

REGISTRATION NUMBER: 2015/01/14
REGISTRATION TYPE: ABSOLUTE TITLE

REG. NO.	DATE	REGISTRATION TYPE	AMOUNT	PAID TO	PAID BY	CLASS/CHRG
2015/01/14	2015/01/14	ABSOLUTE TITLE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	0
2015/01/14	2015/01/14	ABSOLUTE TITLE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	0
2015/01/14	2015/01/14	ABSOLUTE TITLE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	0

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Schedule "B"

City of Ottawa—PWGSC Memorandum of Understanding
Tremblay Road Complex

R-Plan of Survey 4R-24325

