

**MEMORANDUM OF AGREEMENT
WITH RESPECT TO THE EXCHANGE OF LANDS RELATED TO THE
DEVELOPMENT OF THE TREMBLAY ROAD SITE, OTTAWA.**

This Memorandum of Agreement (“MOA”) made as of the ____ day of _____, 20__.

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by THE
MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES
(hereinafter referred to as “PWGSC”)**

OF THE FIRST PART

and

**CITY OF OTTAWA
(hereinafter referred to as the “City”)**

OF THE SECOND PART

and

**CANADA LANDS COMPANY CLC LIMITED
(hereinafter referred to as “CLC”)**

OF THE THIRD PART

Collectively referred to as the “Parties”.

WHEREAS PWGSC is the registered owner of the property originally municipally referred to as 530 Tremblay Road in Ottawa (the “Property”) now legally referred to as Part 1 and 2 on Plan 4R-32458, as more particularly described in Schedule “A” attached hereto;

AND WHEREAS following the acquisition of the Property in 2009, PWGSC planned for the mixed-use development of the Property, comprising primarily federal government office with some retail and residential land uses;

AND WHEREAS PWGSC and the City entered into a Memorandum of Understanding (MOU) on November 24, 2011, attached hereto as Schedule “D” and hereinafter referred to as the “PWGSC-City MOU”, which set out the cooperation between the City and PWGSC as it related to the future development of the Property;

AND WHEREAS the PWGSC-CITY MOU intended for the transfer of City lands, as more particular described as the “Old Tremblay Road” being as Part 8 on the draft R-Plan in Schedule “C” attached hereto, to PWGSC in exchange for the transfer of PWGSC lands, as more particular described as the “New Tremblay Road” being Street 1, “Open Space” being Block 5, and “Stormwater Management Pond” being Block 7 on the Draft Plan of Subdivision in Schedule “B” attached hereto;

AND WHEREAS as part of the PWGSC-City MOU, PWGSC intended, subject to further final legally binding agreements, departmental project approvals and costing, to construct at its own expense, with the cooperation of all municipal and provincial bodies and entities, a permanent enclosed weather protected pedestrian bridge (the “**Bridge**”) between the Property and the City's St. Laurent Light Rail Transit (LRT) station located on the north side of the Queensway;

AND WHEREAS PWGSC now intends to develop only a portion of the Property, located at 599 Tremblay Road and as more particularly shown as “**Retained Lands**” being Part 2 on the plan 4R-32458 in Schedule “A” attached hereto, for federal government offices;

AND WHEREAS PWGSC intends to dispose of a portion of the Property, located at 470, 600, 622 and 652 Tremblay Road and as more particularly shown as “**Surplus Property**” being Part 1 on plan 4R-32458 in Schedule “A” attached hereto, to CLC. Following the acquisition, CLC intends to register a Plan of Subdivision thereon for the purposes of creating a mixed-use development;

AND WHEREAS PWGSC and CLC have agreed to a collaboration between PWGSC and CLC as it relates to the development of the Property and the transfer of some responsibilities stemming from the PWGSC-City MOU from PWGSC to CLC;

AND WHEREAS the Parties agree it is necessary to set out a mutual understanding of each Party’s responsibilities in light of the collaborative (PWGSC and CLC) development of the Property;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1.0 PURPOSE AND EFFECT OF THIS AGREEMENT

1.1 The purpose of this MOA is to record and document the respective obligations, covenants and agreements between the Parties relating to the development of the Property.

2.0 SCHEDULES

2.1 The following Schedules are attached to and form part of this MOA:

- Schedule “A” – The Property – Plan 4R-32458
- Schedule “B” –Draft Plan of Subdivision
- Schedule “C” – City Lands - Draft R-Plan
- Schedule “D” – PWGSC-City MOU

3.0 GENERAL PRINCIPLES

- 3.1 The intent of the PWGSC-City MOU is still valid and the terms, conditions, obligations and expectations of PWGSC and the City as it relates to the development of the Property still apply, save and except as amended herein.
- 3.2 PWGSC is collaborating with CLC on the redevelopment of the Property. PWGSC intends to dispose of the Surplus Property to CLC. Following the acquisition, CLC intends to register a Plan of Subdivision thereon and construct the New Tremblay Road (Street 1), Street 2, the Open Space (Block 5), and the Stormwater Management Pond (Block 7), hereinafter collectively referred to as the “**Shared Site Infrastructure**”, a portion of which is attributable to the PWGSC development on the Retained Lands.
- 3.3 PWGSC and CLC intend to address pedestrian connectivity to the Property and intend to collaborate on the Bridge or another suitable alternative pedestrian link to connect the Property to the St. Laurent LRT Station, , as outlined in the PWGSC-City MOU. The City intends to accept full ownership and responsibility for the Bridge, if built, and construction will not commence until the City agrees to accept legal ownership of the Bridge (if built). Notwithstanding the general intentions set out herein and in the PWGSC-City MOU, for greater certainty neither PWGSC nor CLC are under any legal obligation to build a Bridge nor make any representation or commitment to the City to design, finance and construct the Bridge.
- 3.4 As CLC is subject to the municipal planning and development approval process for the development of the Surplus Property and construction of the Shared Site Infrastructure, CLC shall transfer the Shared Site Infrastructure to the City through the usual municipal planning and development process.
- 3.5 The City intends to transfer the Old Tremblay Road (Part 8) to PWGSC in keeping with the proper and orderly development of the Property in accordance with both PWGSC's planning and development requirements and the City's planning priorities.
- 3.6 The Parties agree that the development of the property shall now proceed between the Parties in the manner as further detailed in Articles 4.0 - Agreement and Obligations of the Parties and 5.0 - Process and Sequence herein.

4.0 AGREEMENT AND OBLIGATIONS OF THE PARTIES

4.1 All Parties

- 4.1.1 All Parties agree that if the Bridge is built, it shall be constructed on City-owned lands. The City may retain a portion of the Old Tremblay Road lands, being Parts 1, 2, 3, 4,

and 5 on the draft R-plan in Schedule "C" attached hereto, to accommodate the landing for the Bridge.

4.1.2 All Parties agree that the final boundaries for the Old Tremblay Road may be refined as the development process evolves, including but not limited to the following adjustments: to account for the location of a potential Bridge (intended to be on City land); City road allowance setbacks; critical public infrastructure (gas lines, sidewalks); and, for the final configuration of the intersection of St. Laurent Boulevard and Tremblay Road.

4.1.3 All Parties acknowledge that an application to close Old Tremblay Road shall be completed subject to Council approval under the provisions of the Ontario Municipal Act and shall be transferred to PWGSC after CLC has conveyed the New Tremblay Road to the City, completed construction thereof and the City has accepted the road as complete.

4.1.4 All Parties shall work collaboratively to ensure that activities necessary to enable the development of the Property, advance in a manner so as not to unduly delay PWGSC's redevelopment of the Retained Lands.

4.2 City

4.2.1 The City shall grant a registered perpetual easement in the nature of a right-of-way to PWGSC over the portion of the Old Tremblay Road lands retained by the City for the Bridge to enable reasonable, open and safe ingress and egress to the Retained Lands.

4.2.2 The City agrees that it shall be responsible for obtaining an appraisal of the Old Tremblay Road, if required.

4.2.3 The City shall be responsible for identifying any servicing, road widening or other requirements which may impact the transfer of the Old Tremblay Road.

4.2.4 The City acknowledges and agrees that the Shared Site Infrastructure, being the requirements for registration of the Plan of Subdivision on the Surplus Property fulfills the City's land dedication requirements for the whole of the Property, including the Retained Lands and the Old Tremblay Road lands. As such a portion of the Shared Site Infrastructure represents the arrangements for contribution by PWGSC for the Retained Lands and Old Tremblay Road lands. Specifically, a portion of the Open Space and Stormwater Management Pond are attributed to the PWGSC development proposed on the Retained Lands and Old Tremblay Road lands.

4.2.5 The City acknowledges and agrees that the disposal of the Old Tremblay Road, as a result of the Tremblay Road re-alignment, is intended to be considered by City Council as a nominal value "land for land" transfer in exchange for the New Tremblay Road and the portions of the Open Space and Stormwater Management Pond attributed to

the Retained Lands as well as the Bridge, or other pedestrian connectivity solution proposed for the development of the Property. However, if the Bridge is not constructed, or any proposed alternatives to pedestrian connectivity are not acceptable to the City, the disposal of the Old Tremblay Road will occur as determined by and to the satisfaction of the Director, Real Estate Partnership and Development Office of the City and the Senior Director, Complex Real Estate Transaction of PWGSC and shall be based on a market value as per Treasury Board of Canada Directive for transactions and their mandatory appraisal procedures.

4.2.6 The City acknowledges and agrees that the sanitary and stormwater services capacity identified in the Draft Plan of Subdivision for the Retained Lands and Old Tremblay Road lands for the current proposed office development of 150,000 m² and future development potential of 50,000 m² is held and reserved for PWGSC for a period of two (2) calendar years following the execution of this agreement.

4.2.7 Should the free-standing media pylon sign located along the eastern boundary of the Old Tremblay Road lands fall within the final boundary of the Old Tremblay Road lands, as established under Article 4.1.2 herein, to be transferred to PWGSC, the City shall remove the media sign prior to the transfer of the Old Tremblay Road lands to PWGSC.

4.2.8 The commitments outlined in this Tri Partite Agreement are conditional upon the City receiving City Council approval.

4.3 PWGSC

4.3.1 PWGSC shall be responsible for any survey work required for the acquisition of the Old Tremblay Road.

4.3.2 PWGSC shall be responsible for obtaining an appraisal of PWGSC's portion of the Shared Site Infrastructure lands, if required.

4.3.3 PWGSC acknowledges and agrees that the disposal of the Old Tremblay Road, as a result of the Tremblay Road re-alignment, is intended to be considered by City Council as a nominal value "land for land" transfer in exchange for the New Tremblay Road and the portions of the Open Space and Stormwater Management Pond attributed to the Retained Lands as well as the Bridge, or other pedestrian connectivity solution proposed for the development of the Property. However, if the Bridge is not constructed, or any proposed alternatives to pedestrian connectivity are not acceptable to the City, the disposal of the Old Tremblay Road will occur as determined by and to the satisfaction of the Director, Real Estate Partnership and Development Office of the City and the Senior Director, Complex Real Estate Transaction of PWGSC and shall be based on a market value as per Treasury Board of Canada Directive for transactions and their mandatory appraisal procedures.

4.3.4 PWGSC acknowledges and agrees that the City's disposal transaction for the Old Tremblay Road is subject to City Council approval.

4.4 CLC

4.4.1 CLC shall be responsible for the Draft Plan of Subdivision application to the City.

4.4.2 CLC shall be responsible for the design and construction of the Shared Site Infrastructure. This shall include designing the new road intersections, any road modification requirements resulting from the development of the whole of the Property, traffic calming measures/pedestrian crosswalks and taking into account future access requirements to the Retained Lands, as well as the capping and relocation of any municipal services in the Old Tremblay Road.

4.4.3 CLC acknowledges and agrees that the Shared Site Infrastructure, being the requirements for registration of the Plan of Subdivision on the Surplus Property, fulfills the City's land dedication requirements for the whole of the Property including the Retained Lands and the Old Tremblay Road Lands. As such a portion of the Shared Site Infrastructure represents the arrangements for contribution by PWGSC for the Retained Lands. Specifically, a portion of the Open Space and Stormwater Management Pond are attributed to the development proposed on the Retained Lands.

4.4.4 CLC shall be responsible for all activities associated with the road closing application. The timing of the road closing and assumption of the New Tremblay Road at the registration of the Plan of Subdivision shall be co-ordinated by CLC as a condition of Draft Plan of Subdivision Approval.

4.4.5 CLC shall be responsible for any survey work required for the transfer of the lands associated with the Shared Site Infrastructure.

4.4.6 CLC acknowledges and agrees that early servicing agreements for any works under the Plan of Subdivision shall not be entered into with the City until PWGSC has received a signed Agreement of Purchase and Sale for the Surplus Property.

4.4.7 CLC shall share and co-ordinate with PWGSC, the construction traffic plan and the construction timing of works plan prior to submission to the City in order to coordinate between the subdivision construction works and the PWGSC development works.

4.4.8 CLC and PWGSC intend to share any payback of Development Charges under the Plan of Subdivision works. The terms and conditions for the sharing of Development Charge paybacks shall be the subject of a separate agreement to be negotiated and executed by CLC and PWGSC.

5.0 PROCESS AND SEQUENCE

- 5.1 In light of the unique nature of the proposed Land Exchange transactions, the list below outlines the likely process and sequence of events to enable the Land Exchange to occur:
- 1) Endorsement and Execution of tripartite MOA by all Parties.
 - 2) City provides authorization for PWGSC to include the Old Tremblay Road as part of the lands for development in its Request for Proposals (RFP).
 - 3) Draft Plan of Subdivision is 'draft approved' by the City, illustrating the block, lot and road configurations.
 - 4) City condition of Draft Plan of Subdivision Approval will require the submission of a Reference Plan to delineate the Old Tremblay Road to be closed.
 - 5) City condition of Draft Plan of Subdivision Approval will require the closure of the portion of Tremblay Road as identified in the Reference Plan - submission of a road closure application and timing of closure.
 - 6) City condition of Draft Plan of Subdivision Approval will require the detail design of the New Tremblay Road to physically disconnect the Old Tremblay Road (including capping infrastructure underneath and any other above ground infrastructure including streetlights and pedestrian / cycling pathways.).
 - 7) PWGSC publishes RFP for development on the Retained Lands including confirmation that the Old Tremblay Road land will be acquired from the City.
 - 8) PWGSC and City undertake steps to formalize the transfer of the Old Tremblay Road land:
 - a. PWGSC prepares reference plan for the Old Tremblay Road lands.
 - b. Third party appraiser establishes the value of the Old Tremblay Road lands.
 - c. Third party appraiser establishes the value of the Shared Site Infrastructure lands.
 - d. City and PWGSC to enter into an Agreement of Purchase and Sale to enact the transaction for the Old Tremblay Road lands subject to conditions precedent such as acceptance of planned pedestrian connectivity and closure of the old road and opening of the new road.
 - 9) PWGSC transfers Surplus Property to CLC once an agreement of purchase and sale has been agreed to.
 - 10) CLC registers the Plan of Subdivision.
 - 11) CLC constructs the Shared Site Infrastructure
 - 12) CLC undertakes all works necessary for the stopping-up and closure of the Old Tremblay Road and applies for the necessary road closing permit. Road closing is to correspond to road assumption and opening of the New Tremblay Road for vehicular access.
 - 13) City transfers the Old Tremblay Road to PWGSC and grants access rights to PWGSC over the portion of the Old Tremblay Road retained by the City for the purposes of ingress and egress from the Retained Lands.

- 14) PWGSC awards the RFP contract and commences development activities on the Retained Lands.
- 15) CLC and the City proceed with other activities in accordance with the terms and conditions of the Plan of Subdivision Approval.

5.2 The Parties agree that the process and sequence outlined in 5.1 above may be adjusted to align with the timelines of the various development activities. Furthermore, the Parties agree that some processes may be done simultaneously.

6.0 Notice

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a “**Notice**”) to be given under or in connection with this Memorandum of Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

to PWGSC:

Senior Director, Complex Real Estate Transactions
Real Estate Services
191 Promenade du Portage, 6th floor
Gatineau, Quebec K1A 0S5

Attention: Richard Barbeau
Telephone No: 819-271-8642
Email: richard.barbeau@tpsgc-pwgsc.gc.ca

to the City:

General Manager
Planning, Infrastructure and Economic Development
110 Laurier Avenue West
Ottawa, Ontario K1P 1J1

Attention: Stephen Willis
Telephone No: 613.580.2424 ext 16150
Email: stephen.willis@ottawa.ca

to CLC:

Vice President, Real Estate
(National Capital Region/Atlantic & Acquisitions) Ottawa
100 Queen Street, Suite 1050,
Ottawa, Ontario K1P 1A5

Attention: Tara Dinsmore
Telephone No: 613-564-3020
Email: tdinsmore@clc.ca

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by other electronic communication with confirmation of transmission prior to 5:00 p.m. (Eastern Standard Time), shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. (Eastern Standard Time) in which case it shall be deemed to have been received on the next following Business Day.

IN WITNESS WHEREOF the Parties have, by their duly authorized representatives, executed this MOU.


**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA** as represented by the Minister of Public
Works and Government Services

Per: _____
Name: Richard Barbeau
Title: Senior Director, Complex Real Estate
Transactions

CITY OF OTTAWA

Approved for Execution


City Solicitor

Per: 
Name: Stephen Willis
Title: General Manager, Planning, Infrastructure
and Economic Development

I have the authority to bind the City.

CANADA LANDS COMPANY (CLC) LIMITED

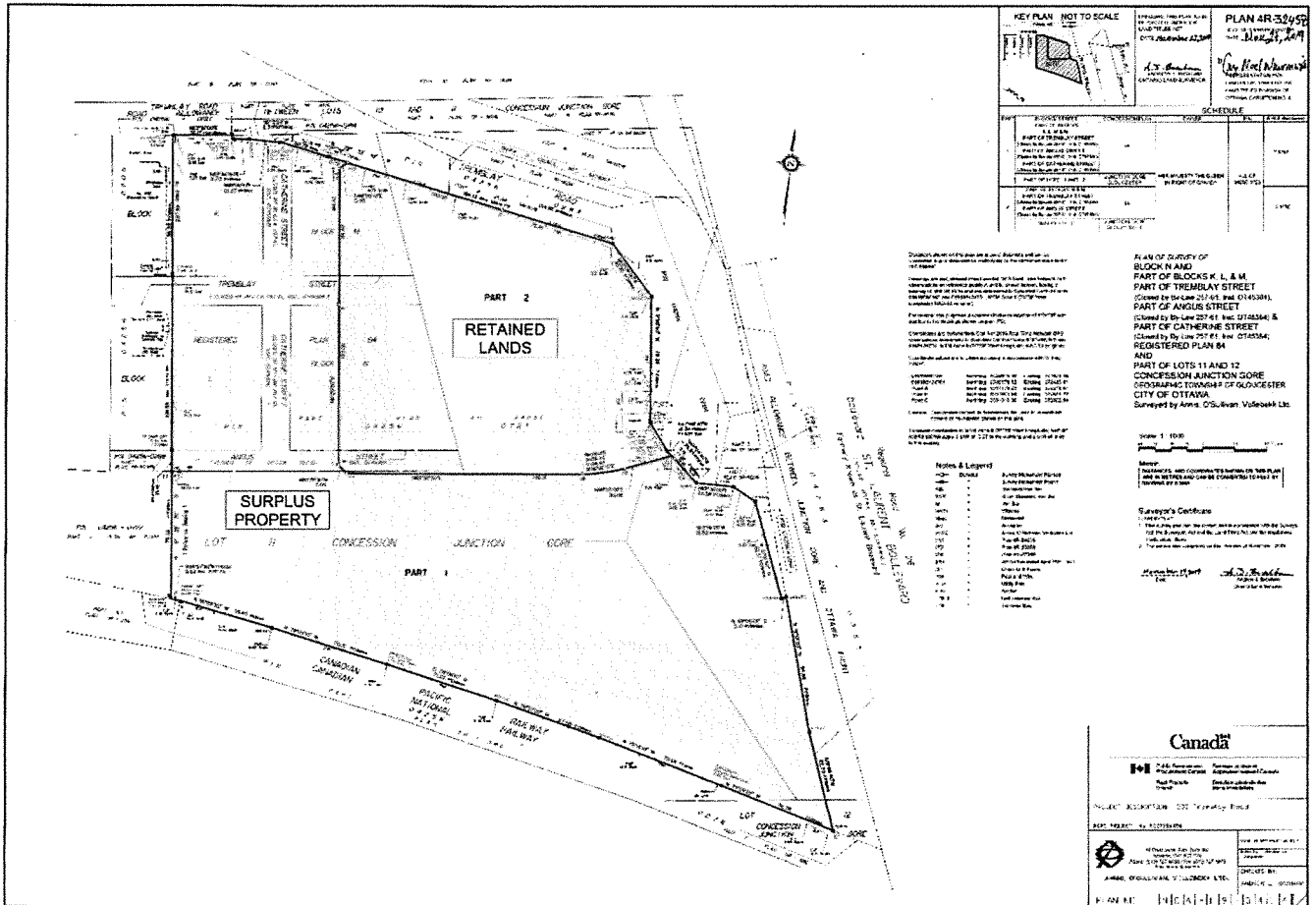
Per: _____
Name: Tara Dinsmore
Title: Vice President, Real Estate (National
Capital Region/Atlantic & Acquisitions)
Ottawa

I have the authority to bind the corporation.

SCHEDULE "A"

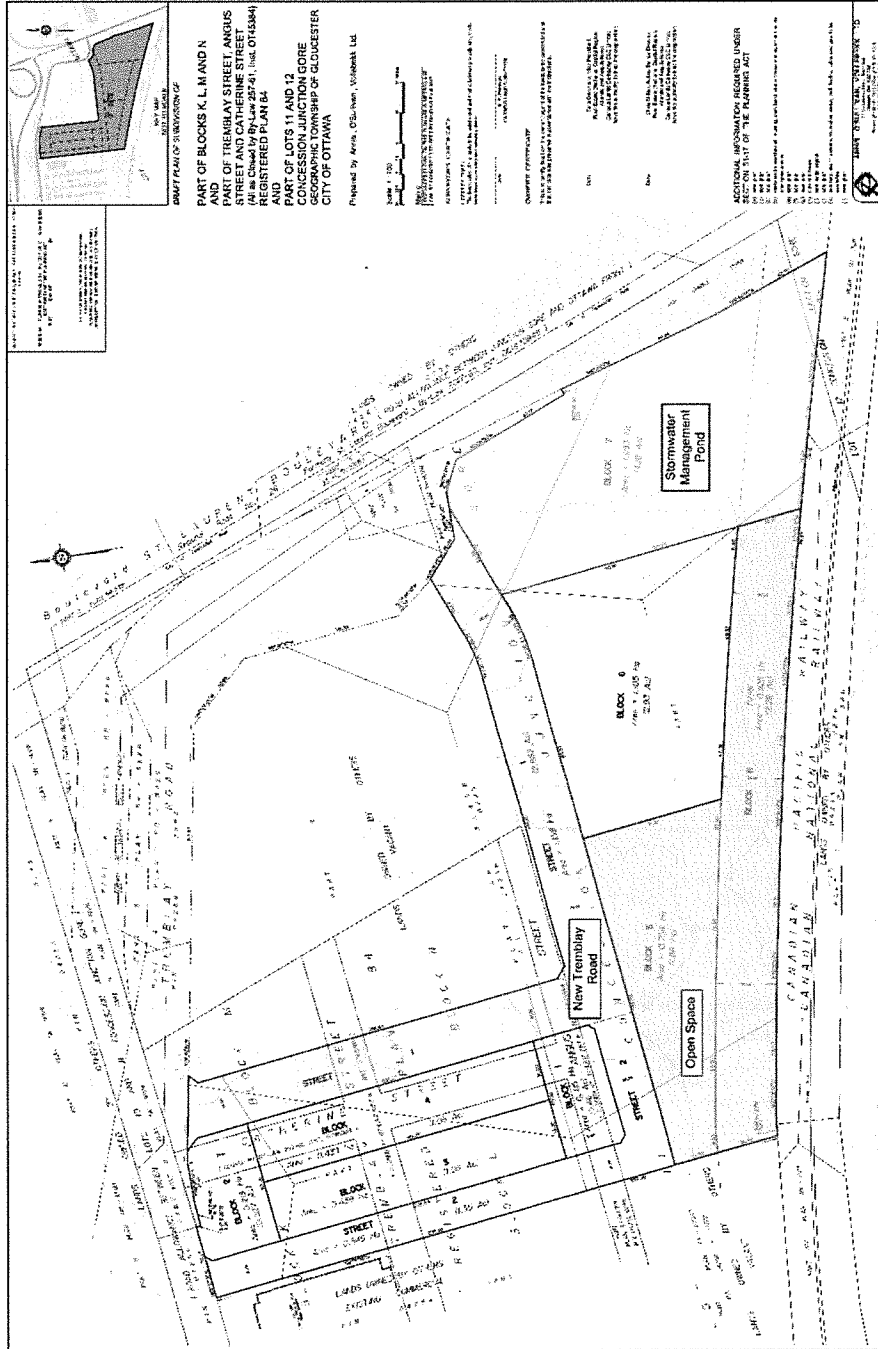
The Property
Plan 4R-32458

PART OF LOTS 11 AND 12, CONCESSION JUNCTION GORE (GLOUCESTER), ALL OF BLOCK N, PART OF BLOCKS K, L AND M, PART OF TREMBLAY STREET, ANGUS STREET AND CATHERINE STREETS, ALL CLOSED BY BY-LAW OT45384, ALL ON PLAN 84, PART 1 ON PLAN 4R24235; SAVE AND EXCEPT PT 1 ON PLAN 4R-27340; CITY OF OTTAWA



SCHEDULE "B"

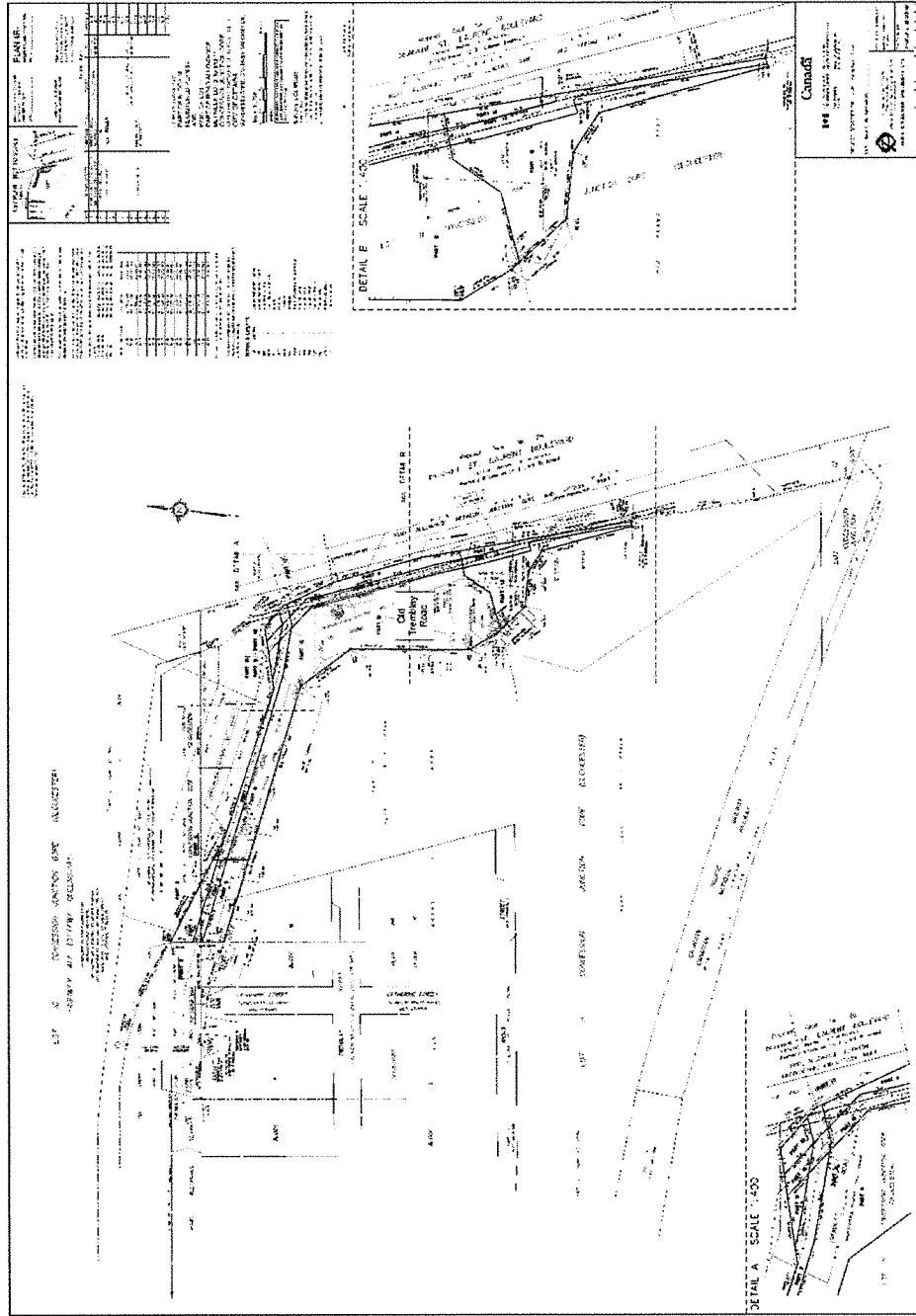
Draft Plan of Subdivision



Note: The limits shown are subject to review and refinement.

SCHEDULE "C"

City Lands – Draft R-Plan



Note: The limits shown are subject to review and refinement.

SCHEDULE "D"

PWGSC-City MOU

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 cooperation 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

I. 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

"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

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

CONFIDENTIALITY

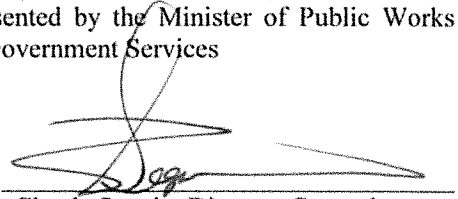
1. This MOU is not confidential and may be made public.

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

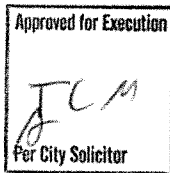
Per:



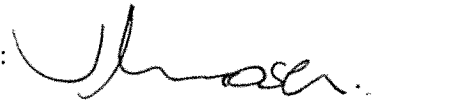
Claude Seguin, Director-General
Portfolio Management, NCA, PWGSC

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



LAND RECEIPT RECEIVED OFFICE 24

PARTY BEFORE (AS INDICATED) FOR SERVICE THEREOF

APPEAL NO. (7)

MADE 1 21 1
PREPARED FOR RECORD
ON 2009/02/25 AT 14:17:45

SUBJECT TO RESERVATIONS IN GREEN BOOK

STATEMENT OF INTERESTS PART OF PART 11, CONSOLIDATED MORTGAGE PLAN (REGISTERED), ALL OR PART OF, PART OF TOWNSHIP 15 AND R1, PART OF TOWN OF BRANT, BRANT COUNTY AND

SECTION 10, PART 11, CONSOLIDATED MORTGAGE PLAN (REGISTERED), ALL OR PART OF, PART OF TOWNSHIP 15 AND R1, PART OF TOWN OF BRANT, BRANT COUNTY AND

FOR THE PURPOSE OF THE CALLING THE NAME OF SECTION 10 OR SECTION 11 IS 2610/01/21.

REGISTERED INSTRUMENT BEHIND FROM 0166-0668

ADDRESS HEREIN CADASTRIC SHEET FROM

REG. NO. DATE INSTRUMENT TYPE AMOUNT PARTIES FROM PARTIES TO CERT/CHRO

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRO
0054184	2009/02/25	MORG. IN COMM. 11		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF REVENUE AND FINANCIAL SERVICES	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	0
0054185	2009/02/25	MORG. IN COMM. 11		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF REVENUE AND FINANCIAL SERVICES	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	0
0054186	2009/02/25	MORG. IN COMM. 11		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF REVENUE AND FINANCIAL SERVICES	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	0
0054187	2009/02/25	MORG. IN COMM. 11		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF REVENUE AND FINANCIAL SERVICES	HER MAJESTY THE QUEEN IN RIGHT OF CANADA	0

NOTE: RECORDING INFORMATION SHOULD BE INVESTIGATED TO ENSURE THAT ALL INFORMATION IS ACCURATE AND COMPLETE. THE CITY OF OTTAWA DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION.

Schedule "B"

City of Ottawa—PWGSC Memorandum of Understanding

Tremblay Road Complex

R-Plan of Survey 4R-24325

