

## Overview Status of the LPP Conditions

The Project Agreement contemplates the completion of various due diligence steps and related obligations to be completed by the parties prior to the Closing. The following provides the status of all conditions precedent to closing.

<b>City Of Ottawa Conditions Precedent to Closing</b>	<b>Complete</b>
<b><i>1.1 The City being satisfied with environmental and legal due diligence.</i></b>	
Condition 1.1.1: City being satisfied with Environmental Due Diligence.	X
Condition 1.1.2: City to be satisfied with the costs and expenses of environmental remediation needed to prepare the site for redevelopment.	X
Condition 1.1.3: No orders under the Environmental Laws.	X
<b><i>Legal Due Diligence</i></b>	
Condition 1.1.4: OSEG Partnership Agreement.	X
Condition 1.1.5: Ottawa 67's Acquisition Agreement.	X
Condition 1.1.6: Constating documents for each of the members.	X
Condition 1.1.7: Executed affidavit of each senior officer or each Member, including balance sheets providing evidence of their being a special purpose vehicle.	X
Condition 1.1.8: City to arrange for preparation of R-Plans for lands included in demise of leases.	X
Condition 1.1.9: City being satisfied that the members of the agreement are special purpose vehicles.	X
Condition 1.1.10: City to be satisfied with title to the site.	X
Condition 1.1.11: City to be satisfied that there are no aboriginal rights with respect to the site.	X
Condition 1.1.12: No court decisions having a material adverse effect on the transaction and there be no outstanding material litigation.	X
Condition 1.1.13: Completion and agreement on a Partnership Structure amongst all concerned.	X
Condition 1.1.14: OSEG members to make Initial Capital Contributed and OSEG to provide evidence to the City's satisfaction that the minimum equity requirement has been satisfied.	X

City of Ottawa Conditions Precedent to Closing	Complete
<b>1.2 Receipt of third party approvals.</b>	
<b>Heritage Approvals</b>	
Condition 1.2.1: City to have obtained all necessary Heritage Approvals.	X
Condition 1.2.2: Approval of Parks Canada in accordance with 1993 Cost Sharing Agreement.	X
Condition 1.2.3: Approval of Council to alter the Aberdeen Pavilion and Horticulture Building and conservation plan and/or heritage impact assessment.	X
<b>Other Agencies</b>	
Condition 1. 2.4: City to have received NCC approvals other than for the urban park.	X
Condition 1. 2.5: City to have received Parks Canada approvals other than for the urban park.	X
<b>Planning Approvals</b>	
Condition 1.2.6: All planning approvals except for the urban park to be completed.	X
Condition 1.2.6.1: Rezoning – initially approved, OMB appeal, minutes of settlement.	X
Condition 1.2.6.2: Site Plan Approval	X
Condition 1.2.6.3: Stormwater Management. - Required certificate from MOE, a license from NCC and Parks Canada, and a Canadian Environmental Assessment study approval.	X
Condition 1.2.6.4: Site Plan Agreement Execution by the City, the Retail Partner, the Stadium Partner and OSEG.	X
Condition 1.2.6.5: Agency Approvals required for the obtaining of Building Permits for the Initial Components.	X
Condition 1.2.7: Building permits to be obtained for initial components and all required municipal, provincial and federal approvals and permits required for construction of the infrastructure upgrades, including MOE Record of Site Assessment and Certificates of Approval, and Commence Work Order from the City of Ottawa.	X

City of Ottawa Conditions Precedent to Closing	Complete
<b>1.3 Satisfaction with environmental and archaeological remediation costs.</b>	
Condition 1.3.1: City to be satisfied with the costs and expenses described in Section 2.12 (a) in respect of environmental remediation needed to prepare the site for redevelopment.	X
Condition 1.3.2: City to be satisfied with the costs and expenses described in Section 2.12 (b) in respect of archaeological conditions at the site.	X
<b>1.4 Retail</b>	
Condition 1.4: Satisfaction that sufficient space in the retail component has been subleased for “Distinctive Uses” and the retail plans and specifications being completed in accordance with the retail design strategy and the design and plan requirements.	X
Condition 1.4.1: Satisfaction of City with production of subleases for Distinctive Uses.	X
Condition 1.4.2: Satisfaction of the matters set out in the Retail Condition as item 1.4.1 above.	X
<b>1.5 If, prior to closing, the City determines that it cannot issue debentures at the rate assumed in the Final Pro Forma and in respect of the maximum stadium and parking costs.</b>	
Condition 1.5.1: City to be satisfied with the rate of debentures to be issued.	X
Condition 1.5.2: City to be satisfied with the final pro forma.	X
<b>1.6 Other conditions, as provided in the agreement.</b>	
Condition 1.6.1: OSEG Documents Due Diligence - to assure the City that the Agreements are correctly drafted and fulfill OSEG’s legal obligations to the City.	X
Condition 1.6.2: Members - examine the constituting documents for the limited partnerships being incorporated by the OSEG members (e.g. Stadium Limited Partnership, Retail Limited Partnerships, etc.) to assure the City that the corporations are special purpose vehicles.	X
Condition 1.6.3: OSEG Closing Documents	X
Condition 1.6.4: Covenants	X
Condition 1.6.5: Representations	X
Condition 1.6.6: No material Adverse Change	X

Document 4

OSEG Conditions Precedent to Closing	Complete
Condition 2.1: Satisfaction with encumbrances on title to the lands and receipt of an indemnity by the City for aboriginal rights claims.	X
Condition 2.1.1: Satisfaction with encumbrances on title to the lands.	X
Condition 2.1.2: Receipt of an indemnity by the City for aboriginal rights claims.	X
Condition 2.2: If insufficient retail subleases (less than 65 per cent of the gross floor areas) are entered into despite commercially reasonable efforts being made.	X
Condition 2.3: If financing for the retail component cannot be obtained on commercially reasonable terms despite commercially reasonable efforts being made.	X
Condition 2.4: Other conditions as provided in the agreement.	X
Condition 2.4.1: City Closing Documents - to assure OSEG that they fulfill the City's legal obligations to OSEG	X
Condition 2.4.2: Covenants - City shall have complied with or performed all covenants and obligations under the Project Agreement	X
Condition 2.4.3: Representations -the representations and warranties of the City contained in the Project Agreement shall be true and accurate	X
Condition 2.4.4: Retail Construction Cost - OSEG is satisfied with the estimated costs of construction of the retail component	X
Mutual Conditions Precedent to Closing	
Condition 3.1: No court decisions having a material adverse effect on the transaction and there be no outstanding material litigation.	X
Condition 3.2: No orders under the Environmental Laws.	X
Condition 3.3: The City and OSEG agree upon stadium and parking garage reserve funding under the Stadium Lease and Parking Reciprocal Agreement.	X
Condition 3.4: No Law having application to the parties, the Site or the Project which prohibits, restrains, limits or imposes conditions having material adverse effect on the obligations or liabilities of any of the parties or the transactions contemplated by this Agreement shall be in force and effect on the Closing, excluding any Law of the City in the nature of interim control by-law or other prohibition (such as a an "H" designation) that prohibits the issuance of a building permit for any parts of the Project, other	X

**Document 4**

	than Initial Components, until the provisions of the Planning Act (Ontario) and the Building Code Act (Ontario) have been complied with and a site plan pursuant to Section 41 of the Planning Act (Ontario) has been approved.	
Condition 3.5:	The City and OSEG, respectively, shall each be satisfied with the final pro forma	X
Condition 3.6:	Office developer to have entered into an Agreement to Lease with the City.	X
Condition 3.7:	All planning approvals except for the urban park to be completed.	X
Condition 3.8:	On Closing, the Membership Conditions shall have been satisfied.	X
Condition 3.9:	The Material Agreements shall have been entered into on or prior to Closing, each on terms and conditions satisfactory to each of the City and OSEG, in its discretion.	X
Condition 3.10:	The City and OSEG to be satisfied that the total cost of the stadium improvements and the City's share of the cost of the parking facility do not exceed the Council approved Maximum City Cost.	X
Condition 3.11:	The City has obtained all Heritage Approvals In Final Form on or before the Closing.	X
Condition 3.12:	City to have received NCC approvals other than for the urban park.	X
Condition 3.12:	City to have received NCC approvals other than for the urban park.	X
Condition 3.14:	City to enact a Municipal Capital Facilities By-law to designate the Stadium (other than the Stadium Retail Parcel) and Arena, and the City's Portion of the Parking Structure as municipal capital facilities.	X