

HULLMARK CENTRE INC

SETTLEMENT OFFER

**PROPOSED RESOLUTION OF OUTSTANDING ITEMS
Concerning Mixed Use Redevelopment of 4759-4789 Yonge Street**

OMB File No. O03145

City of Toronto OPA & Re-zoning Application 06 163756 NNY 23 OZ

1. Project Components. The Hullmark Centre development project will be described in the Section 37 agreement, and in the Section 37 provisions of the zoning by-law, as having the following four Building Components:

- 1 - Podium & Infrastructure Component (including below grade parking garage, north and south subway station connections, retail, ground floors of north and south towers);
- 2 - Link Building Component (condo office and residential amenity);
- 3 - South Tower Component (residential, above podium);
- 4 - North Tower Component (office + residential, above podium);

substantially as set out in Schedule A attached hereto, including the commercial elements quantified therein.

2. Construction Sequencing. The zoning by-law and Section 37 agreement will specify the rules governing sequencing of construction of these components as follows:

- (a) No building permit, except for excavation and shoring, foundation and site servicing, and Toronto Transit Commission ("TTC") facilities, will be issued other than:
 - (i) a full building permit for Components 1, 2, 3 and 4; or
 - (ii) a full building permit for Components 1, 2 and 3, followed in due course by a full building permit for Component 4; or
 - (iii) a full building permit for Components 1, 2 and 4, followed in due course by a full building permit for Component 3.

If Hullmark Centre Inc ("Hullmark") elects to proceed in accordance with either subclause (ii) or (iii) above, then an appropriate information submission for the deferred component (either Component 4 or 3 respectively) will accompany the Hullmark permit application. Nevertheless, the filing of an application for any

building permit will be contingent upon the marketability of the project and its constituent building components as determined by Hullmark in its sole discretion.

- (b) For greater certainty, construction of all commercial spaces on Levels P5, P4, P3, P2, P1 and F1 (Ground) identified on pages A-1, A-3, A-4, A-5, A-6, A-7 and A-8 will be structurally completed, as certified by the project's structural engineer and accepted by the City's Chief Building Official or designate, before construction of any residential spaces above Level F5.
 - (c) For greater certainty, the first stage of construction will include the raw (unfinished) space required for both the north and south pedestrian connections to the subway stations (the "Pedestrian Connections") built at least to the parking garage wall, as shown on pages A-6, A-7 and A-8 of Schedule A. If construction is to the garage wall only, knockout panels will be provided to allow for the balance of the Pedestrian Connections to be completed in a subsequent stage.
 - (d) Notwithstanding subclauses (a), (b) and (c) above, nothing herein will constrain Hullmark from applying for such conditional building permit(s) as may be appropriate to facilitate implementing the intent of this settlement offer.
3. Overall Maximum GFA. The overall maximum gross floor area of the project (90,590.76 square metres) will be limited to 1.33 x 4.5 x gross site area (15,136.30 square metres) including the Anndale Drive extension and Yonge Street road widening lands (2,531.60 square metres) to be conveyed to the City of Toronto (the "City") and lands abutting the Yonge Street right-of-way (222.00 square metres) to be acquired from the City and/or agreed by the City to be included in the development proposal for purposes of the official plan amendment and zoning by-law.

The gross floor area of the Pedestrian Connections anywhere within the net site, above or below grade and inside or outside of a Hullmark building, will be omitted from the calculation of density that is subject to the density limits specified in the North York Centre Secondary Plan by means of an appropriate amendment to that plan. The omitted gross floor area will not exceed 1,000 square metres.

4. Off Site Density Transfers. Upon final zoning approval, Hullmark will convey to the City the properties municipally known as 2 and 10 Bonnington Place, with an area of 441 square metres each, providing for off-site density transfers totalling 3,087 square metres (2 x 3.5 x 441 square metres) which will be included within the 133% overall limit on total project density. The lands will be conveyed in like condition as the lands conveyed in satisfaction of the City's parkland dedication requirements, specified in clause 13 below.
5. Density Incentives. The following density incentives will be applied to the project and included within the 133% overall limit on total density:
- (a) Street-related retail exemption - 5,635.86 square metres.
 - (b) Bicycle Parking exemption - 240.43 square metres.

- (c) Residential Amenity exemption - 1,027.50 square metres (1.5 square metres per unit x 685 units).
- (d) Monetary Contribution – 12,486.62 square metres, subject to the following provisos:
 - (i) The amount of the Monetary Contribution will be determined by multiplying the specified gross floor area (134,405 square feet / 12,486.62 square metres) by the value per square foot of gross floor area estimated by the City's Director of Real Estate Services setting out the base rate for the land value of density in the North York Centre Secondary Plan area (\$45.00 per square foot / \$484.38 per square metre). This rate will be effective for a period of one year from the date that Hullmark's zoning by-law comes into force. If the Letter(s) of Credit referred to in subclause (ii) below has (have) not been filed within this one year period, then the base rate will be indexed by the Toronto Real Estate Board Market Watch Index, subject to a minimum rate (\$42.00 per square foot / \$452.08 per square metre). Specifically, the base rate shall be adjusted if necessary by multiplying it by a fraction, the denominator of which will be the average of the three (3) months of "Average Price of Single Family Dwelling for the GTA" published by the Toronto Real Estate Board ("TREB Market Watch Index") preceding the month Hullmark's zoning by-law comes into force and the numerator of which will be the average of the three (3) last published months of the TREB Market Watch Index preceding the date of filing of the Letter(s) of Credit referred to in subclause (ii) below, provided that in no event shall the adjusted rate applied to the specified gross floor area in order to determine the amount of the Monetary Contribution be less than the aforesaid minimum rate.
 - (ii) Hullmark will file Letter(s) of Credit (the "Monetary Contribution Letter(s) of Credit") with the City in an amount equal to the amount of the Monetary Contribution at least one day prior to issuance of a building permit for excavation and shoring. The function of the Monetary Contribution Letter(s) of Credit is to help ensure construction of the Pedestrian Connections and to help ensure construction of the office elements of the project.
 - (iii) The amount of the Monetary Contribution will be offset by costs incurred by Hullmark with respect to the construction of the Pedestrian Connections as follows:
 - (A) 100% of extra costs, considered to be the eligible costs of the north Pedestrian Connection in excess of the eligible costs of the south Pedestrian Connection; plus
 - (B) 32% of normal costs, considered to be the eligible costs of the south Pedestrian Connection plus the north Pedestrian Connection

(excluding the extra costs specified above) where 32% represents the proportion of all commercial floorspace (29,339.38 square metres) to total floorspace (90,590.76 square metres) for the entire project,

together referred to as the "Offset Costs".

The eligible costs with respect to effecting the Pedestrian Connections will comprise engineering and designing costs (from the date the engineers assigned to the subway connection were retained), reasonable construction management costs directly attributable to the Pedestrian Connections, storm sewer relocation costs and utility relocation costs as well as the cost of the physical connections themselves, as certified by Hullmark's engineers and accepted by the City's Executive Director, Technical Services and the TTC acting reasonably. For greater certainty, the eligible costs will include all costs associated with finishing the Pedestrian Connections and connecting them to the Yonge-Sheppard subway stations but will not include financing costs, carrying costs, costs attributable to the project generally, or inter-company and other non-arms length charges and fees.

Should Council so desire, the offset for costs incurred with respect to the construction of pedestrian connections to subway stations can be governed by a City policy allowing monetary contribution offsets proportional to the amount of commercial floorspace only for development projects in the NYCC that provide new commercial office floorspace in excess of 15,000 square metres.

6. Supplementary Letter(s) of Credit. The Monetary Contribution Letter(s) of Credit will be supplemented as necessary by additional Letter(s) of Credit issued to the City (the "Supplementary Letter(s) of Credit") devoted solely to securing the balance of the costs associated with providing the Pedestrian Connections, if it is estimated by the TTC acting reasonably, at the time of issuance of the Monetary Contribution Letter(s) of Credit, that the amount of the Monetary Contribution is less than the remaining cost to complete the Pedestrian Connections. The Supplementary Letter(s) of Credit will be reviewed annually, and adjusted upward or downward as required in order to ensure that the total amount remains adequate to secure completion of the Pedestrian Connections, including a reasonable allowance for potential cost escalations. Hullmark will file any Supplementary Letter(s) of Credit with the City at least one day prior to issuance of a building permit for excavation and shoring.
7. No Letter(s) of Credit will be required prior to issuance of a demolition permit provided that existing TTC facilities are not affected. However, if there is a reasonable prospect of the demolition adversely impacting such facilities, then the City may require a Letter of Credit in respect thereto, separate and distinct from the Monetary Contribution Letter(s) of Credit and the Supplementary Letter(s) of Credit.

8. Reductions in Monetary Contribution Letter(s) of Credit. Hullmark may elect to apply for reduction(s) in the amount of the Monetary Contribution Letter(s) of Credit, as construction progresses, based on Offset Costs incurred by it or its associate companies, certified by their consulting engineers and accepted by the TTC acting reasonably. The reduction(s) may be applied for after construction of the Podium & Infrastructure and Link Building Components has been structurally completed and construction of the North Tower Component has progressed to structural completion of the 5th floor, as certified by the project's structural engineer and accepted by the City's Chief Building Official or designate. The structurally completed elements at this point will represent 62% of the total commercial floorspace of the project (18,197.62 square metres / 29,339.38 square metres). Accordingly, any reduction(s) will be limited to 62% of the Monetary Contribution. The reduction(s) will be authorized by the City only if the Pedestrian Connections have been completed, including finishing and connection to the subway stations, as determined by the City's Executive Director, Technical Services and the TTC acting reasonably.

Construction of the Podium & Infrastructure and Link Building Components will be deemed to have been structurally completed after the entire Podium & Infrastructure Component, as identified on pages A-1, A-3, A-4, A-5, A-6, A-7, A-8 and A-9 of Schedule A, and the entire Link Building Component, as identified on pages A-1, A-9, A-10 and A-11 of Schedule A, have been structurally completed, as certified by the project's structural engineer and accepted by the City's Chief Building Official or designate.

Construction of the North Tower Component will be deemed to have progressed to structural completion of the 5th floor after Levels 2 through 5 of the North Tower Component, as identified on pages A-1, A-9, A-10 and A-11 of Schedule A, have been structurally completed, as certified by the project's structural engineer and accepted by the City's Chief Building Official or designate.

9. Reductions in Supplementary Letter(s) of Credit. Hullmark may at any time elect to apply for reductions in the amount of the Supplementary Letter(s) of Credit, as construction progresses, based on eligible costs incurred by it or its associate companies certified by their consulting engineers, such certification subject to being accepted by the TTC acting reasonably.

Reductions in the Supplementary Letter(s) of Credit will take priority over reductions in the Monetary Contribution Letter(s) of Credit, so that the Supplementary Letter(s) of Credit is (are) reduced and released first, subject to acceptance by the TTC acting reasonably, before the Monetary Contribution Letter(s) of Credit is (are) reduced or released or are capable of being reduced or released.

10. Safeguard. Notwithstanding the provisions of clauses 8 and 9 above, in no event will a reduction in either the Monetary Contribution Letter(s) of Credit or the Supplementary Letter(s) of Credit be authorized by the City if the reduction would result in a remaining balance inadequate to ensure completion of the Pedestrian Connections including finishing and connection to the subway stations.

11. Release of Letter(s) of Credit. Any remaining balance in the Supplementary Letter(s) of Credit will be released upon completion of the Pedestrian Connections, including finishing and connection to the subway stations, as confirmed by the TTC acting reasonably.

If completion of the Pedestrian Connections has been so confirmed, construction of the Podium & Infrastructure and Link Building Components has been structurally completed, and construction of the North Tower Component has progressed to structural completion of the 5th floor, then the remaining balance in the Monetary Contribution Letter(s) of Credit will be released upon structural completion of the 11th floor of the North Tower Component, subject to the following provisos:

- (a) If the Offset Costs are less than the amount of the Monetary Contribution Letter(s) of Credit, the City will be entitled to cash the balance of the Monetary Contribution Letter(s) of Credit that remains after credit for all Offset Costs, and apply that balance towards defraying the costs of land acquisition for the North York Centre Service Road and associated road network and buffer areas and/or the construction and furnishing of a public recreational centre or social facility serving the North York Centre or as otherwise provided for in the City's Official Plan.
- (b) However, the City will not be obliged to make a payment to Hullmark in the event that the Offset Costs are greater than the Monetary Contribution Letter(s) of Credit.

Construction of the North Tower Component will be deemed to have progressed to structural completion of the 11th floor after Levels 6 through 11 of the North Tower Component, as identified on pages A-1 and A-12 of Schedule A, have been structurally completed, as certified by the project's structural engineer and accepted by the City's Chief Building Official or designate.

Subject to the foregoing two provisos, and to completion of the Pedestrian Connections including finishing and connection to the subway stations, the remaining balance in the Monetary Contribution Letter(s) of Credit will be released at any time that Hullmark or its successor-in-title so requests after structural completion of the Podium & Infrastructure and Link Building Components and the North Tower Component to the 5th floor but before structural completion of the 11th floor, provided that consent to a City-initiated amendment to the official plan and zoning by-law re-designating and re-zoning to commercial use any unconstructed residential elements, or portions thereof, has been given to the City by Hullmark or its successor-in-title in a form satisfactory to the City Solicitor acting reasonably. Such re-zoning will also release those parts of the Section 37 agreement related thereto.

If any balance in the Monetary Contribution Letter(s) of Credit remains after sixteen (16) years from the date of Hullmark's site-specific zoning by-law coming into force, or such other time period as may be mutually agreed upon, without any request for its release having been received by the City Solicitor from Hullmark or its successor-in-title

together with the aforementioned consent, then the City may cash the Monetary Contribution Letter(s) of Credit and apply the remaining funds towards defraying the costs of land acquisition for the North York Centre Service Road and associated road network and buffer areas and/or the construction and furnishing of a public recreational centre or social facility serving the North York Centre or as otherwise provided for in the City's Official Plan.

12. Occupancy. No occupancy of any part of the South Tower Component, or registration of a condominium corporation related to it, will be permitted until the commercial elements of the Podium & Infrastructure and Link Building Components have been substantially completed and, subject to delays beyond Hullmark's control, the south Pedestrian Connection has either been completed or is ready for connection to the subway station. No occupancy of any part of the residential element of the North Tower Component, or registration of the condominium corporation related to it, will be permitted until the office element of the North Tower Component has been substantially completed and, subject to delays beyond Hullmark's control, the north Pedestrian Connection has either been completed or is ready for connection to the subway station. No occupancy of any commercial element in the Podium & Infrastructure Component, the Link Building Component or the North Tower Component will be permitted until, subject to delays beyond Hullmark's control, the north Pedestrian Connection has either been completed or is ready for connection to the subway station.

Substantial completion of commercial space (office/retail/service) will be deemed to have occurred when all structural elements have been constructed, the building has been fully clad, the commercial elevator system has been installed and is operational, the base mechanical systems are roughed in and ready for leasehold improvement, and the commercial space is otherwise ready for occupancy by commercial tenants subject to their leasehold improvements which will be subsequently completed, as determined by the City's Chief Building Official or designate.

13. Parkland Dedication. Hullmark agrees to convey to the City, prior to issuance of the first above grade building permit and not later than twelve (12) months after the coming into force of its official plan amendments, off site lands of total area not less than approximately 15% of the net site area (0.15 x 12,604.70 square metres = 1,890.71 square metres) on the following terms and conditions:

- (a) The parkland properties that will be provided by Hullmark are 115, 117 and 119 Finch Avenue West, of total area 1,889.00 square metres (680.00 + 631.00 + 578.00). The following provisos apply to the parkland conveyance:
- (i) The parkland conveyance will be free and clear, above and below grade, of physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, Parks, Forestry & Recreation.

- (ii) Hullmark will pay for the costs of the preparation and registration of all relevant documents, and provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the conveyed parkland.
 - (iii) Prior to conveyance of the parkland to the City, Hullmark will be responsible for an environmental assessment of the soil and groundwater within the park block and any associated costs or remediation as a result of that assessment. Such assessment and/or remediation will ensure that the parkland at the time of conveyance to the City meets all applicable laws, regulations and guidelines respecting sites to be used for public park purposes, including but not limited to City Council policies respecting soil remediation of sites to be acquired by the City and the Ministry of the Environment's Guidelines for Use at Contaminated Sites in Ontario, as amended. The environmental assessment will be prepared by a qualified environmental consultant acceptable to the Director, Development Engineering, Technical Services in consultation with the General Manager, Parks, Forestry & Recreation. Prior to the conveyance of the parkland to the City, the environmental assessment will be peer reviewed by an environmental consultant retained by the City at Hullmark's expense (the "Peer Reviewer") and the conveyance of the parkland will be conditional upon the Peer Reviewer, acting reasonably, concurring with Hullmark's environmental consultant that the parkland meets all applicable laws, regulations and guidelines for public park purposes.
 - (iv) Hullmark will be responsible for: demolition, removal and disposal of all existing materials, including foundations; grading, inclusive of topsoil supply and placement to a minimum of 150 mm; sodding or equivalent, as specified by the City; and fencing to City standard where necessary. All work is to be completed to the satisfaction of the General Manager, Parks, Forestry & Recreation. No credit will be given towards the Parks and Recreation component of the Development Charges for costs associated with this work.
- (b) If, at the time of conveyance, any of the requirements stated in subclauses (a)(i) and (iv) have not been met, Hullmark will provide sufficient financial assurance, satisfactory to the General Manager, Parks, Forestry & Recreation acting reasonably, to permit them to be met at a reasonable cost after conveyance.
 - (c) No additional land dedication or cash in lieu thereof will be required.
14. Lands to be Conveyed by the City. The City will convey to Hullmark lands identified as Parts 18, 21 and 23 on the Draft R-Plan by I.M. Pastushak O.L.S. dated November 12, 2008, of total area 222.00 square metres, along with consent to those lands and their associated density being included in the development proposal (including its site plan control application) and permitted density, under the following terms and conditions:

- (a) The interest acquired by Hullmark will be a strata fee interest and will be subject to any ongoing infrastructure requirements of the TTC, whether temporary or permanent.
- (b) In exchange for the lands to be conveyed by the City to Hullmark, Hullmark will convey to the City the lands known municipally as 284 Maplehurst Avenue, of area 557.50 square metres, for use as parkland, in like condition as the lands conveyed in satisfaction of the City's parkland dedication requirements, specified in clause 13 above.

While the City will retain ownership of lands encompassing any TTC air shafts that remain in the aforementioned 222.00 square metres, the total area of the lands included in the Hullmark application, and the total amount of density thereby so included, will nevertheless remain unaffected.

15. Lands to be Conveyed by Hullmark. Hullmark will convey, in escrow, the Anndale Drive extension and Yonge Street road widening lands, identified as Parts 2, 3, 4, 5, 6 and 7 on the Draft R-Plan dated November 12, 2008, of total area 2,531.60 square metres, free and clear of any structures, tenancies and encumbrances (other than the purported easement for light and air over Part 2 of the Draft R-Plan by I.M. Pastushak O.L.S., dated November 12, 2008) and with an approved Record of Site Condition, as soon as possible after the coming into force of its zoning by-law, and in no event later than one year after such date, on the following conditions:

- (a) Within one month of conveyance, Hullmark may elect to utilize all or any part of the conveyed lands for construction staging, without payment to the City, for a period of up to four (4) continuous years or such other period as may be mutually agreed upon, in accordance with a construction management plan satisfactory to the General Manager, Transportation Services acting reasonably. During this period, Hullmark will construct the Anndale Drive extension from the east boundary of the development site westward all the way to Yonge Street, including required services, in accordance with City standards, to the satisfaction of the City's Executive Director, Technical Services acting reasonably, following which the escrow deeds will be released free and clear of any structures, tenancies and encumbrances (other than the purported easement for light and air over Part 2 of the Draft R-Plan by I.M. Pastushak O.L.S., dated November 12, 2008) and with an approved Record of Site Condition.
- (b) If no such election is made within one month of conveyance, the escrow deeds will be released forthwith on the understanding that Hullmark may, at any time after three (3) years following release or such other period as may be mutually agreed upon, make application to occupy a portion of the conveyed lands for construction staging purposes in accordance with the City's standard fee requirements as they then exist.

16. Official Plan Amendments. Proposed amendments to the Toronto Official Plan, North York Centre Secondary Plan, that, if adopted substantially as proposed,

would settle the appeal of Hullmark originally filed by Sun Life Assurance Co, Ontario Municipal Board File No. O030145, are set out in Schedules B and C attached hereto for the City's consideration. Subject to market conditions, Hullmark will diligently pursue rezoning of its development site in conformity with the official plan amendments set out in these schedules.

17. Technical Issues. Hullmark and City staff will co-operatively address the following technical issues:
- (a) Draft R-Plan to include all Parts. Table of Parts and Areas to be shown on the face of the Plan. Areas to be stated to one decimal place.
 - (b) One established grade to be specified – the elevation of the centreline of Yonge Street at the midpoint of the frontage. The architectural drawings will be revised accordingly.
 - (c) Application of building height definition to project to be modified – mechanical penthouses not included with respect to metres but included with respect to storeys (as determined by the City's Building Division staff). Architectural drawings will be revised accordingly.
 - (d) Percentage commercial will not include exempted commercial in the numerator while excluding exempted commercial from the denominator; ie, it will be calculated as total commercial to total site density (32%) *not* total commercial (including exempt) to primary site density (excluding exempt). Project statistics to be revised accordingly.
 - (e) All street-related retail, exempted from primary density, to be specifically depicted on the architectural drawings constituting part of application submission. Individual areas to be quantitatively specified on drawings (so that they sum to the total claimed for exemption in the project statistics).
 - (f) The adequacy of waste management arrangements to be reviewed and confirmed. Architectural drawings will be revised if necessary.
 - (g) The building heights and built form to be carefully justified in relation to s. 5.3 and 5.4 of NYCSP so as to minimize potential adverse precedent effect.
 - (h) The official plan amendment and the zoning by-law amendment will be carefully crafted to be technically correct, preserve the integrity of the North York Centre Secondary Plan, appropriately secure and properly regulate the development, provide for appropriate performance standards (including those pertaining to office and other commercial space) and minimize potential adverse precedent effect.
 - (i) The below-grade bicycle parking vs. potential storage locker space issue will be resolved in a manner satisfactory to the City.

(j) The Section 37 agreement to be carefully and collaboratively crafted.

Hullmark will submit revised architectural drawings and project statistics consistent with this settlement offer for City staff's review as part of its official plan amendment, zoning by-law amendment and site plan control applications.

TTC entrance connection fees, letters of credit for the entrance connection fees, and fee dedication of existing easement areas or expanded areas surrounding existing easement areas, if any, will be addressed after the coming into force of Hullmark's official plan amendment and before the coming into force of its zoning by-law.

The matter of potential development charges credit(s) for construction of the Anndale Drive extension by Hullmark will be addressed after the coming into force of Hullmark's official plan amendment and before the coming into force of its zoning by-law.

Hullmark and City staff will also co-operatively resolve any other technical issues that one may reasonably require of the other to be addressed, including any agreed upon refinements to the settlement.

18. Achieving City Objectives. Recognizing the significant contribution to the appropriate economic development of the North York Centre that will be made by successful realization of the proposed project, including in particular its substantial commercial components, and the advancement toward the achievement of other important City objectives regarding parkland acquisition and the completion of the service road network, all City departments, including PFR, TTC, Technical Services, City Real Estate, etc, will co-operate to expeditiously resolve any outstanding issues in accordance with the terms of settlement. For its part, Hullmark and its associated companies will make every reasonable effort, in co-operation with the City, to secure major commercial tenancies for the site and otherwise provide for the economic viability of the commercial elements of the project.
19. Resolution of OMB Appeal. If City Council accepts this settlement offer and subsequently adopts official plan amendments substantially as set out in Schedules B and C hereto following public consideration, Hullmark and the City will seek on consent an Order from the Ontario Municipal Board to appropriately address the outstanding appeal to the Toronto Official Plan, consistent with the terms and conditions of this settlement offer. If City Council does not accept this settlement offer, or fails to adopt official plan amendments substantially as set out in Schedules B and C hereto, Hullmark reserves the right to reconsider its development proposal, and potentially modify it so as to "reduce or eliminate the office element", as provided for in the fourth paragraph of the letter addressed to the Director of Community Planning, North District, dated April 3, 2007.
20. Zoning By-law. If City Council accepts this settlement offer and subsequently adopts official plan amendments substantially as set out in Schedules B and C hereto following public consideration, then Hullmark's zoning application, including its proposed zoning by-law, will be considered at a statutory public meeting to be held soon after the statutory public meeting on the proposed official plan amendments. The statutory public meeting

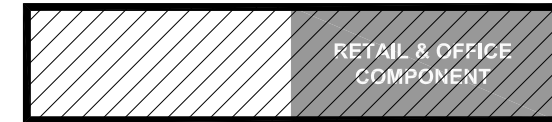
will be preceded, if so desired by the Ward Councillor, by a community consultation meeting. If City Council does not then enact a zoning by-law satisfactory to Hullmark, or if a third party appeals the zoning by-law that is enacted, the Ontario Municipal Board will decide those issues brought before it for adjudication. In any event, both the City and Hullmark will co-operate to have any outstanding issues determined on their merits as expeditiously as possible.

21. Site Plan Control Application. Hullmark's site plan control application will proceed concurrently with, or following, its zoning application, at the discretion of Hullmark. Either way, Hullmark will not seek final zoning or site plan approval until the City has had adequate opportunity to process its site plan control application, proceeding expeditiously.
22. Council Consideration. Hullmark requests that this settlement offer be placed before North York Community Council and City Council for its consideration, and that the proposed official plan amendments be publicly considered by North York Community Council and City Council at the earliest opportunity.

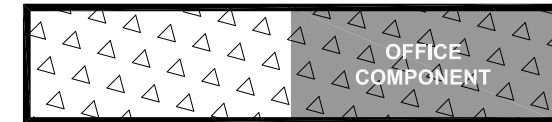
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SCHEDULE A

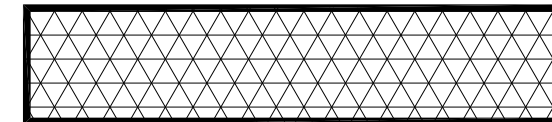
PODIUM & INFRASTRUCTURE



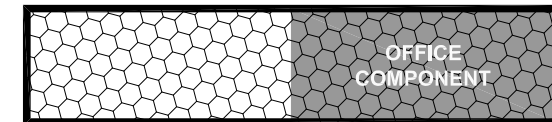
LINK BUILDING



SOUTH TOWER



NORTH TOWER



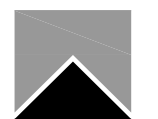
CONSTRUCTION COMPONENTS

PROJECT STATISTICS HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: March 16, 2009

HULLMARK TRIDEL



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	OFFICE	RETAIL	TOTAL
PODIUM & INFRASTRUCTURE			
Level P5	17.70 m ²	0.00 m ²	17.70 m ²
Level P4	66.15 m ²	0.00 m ²	66.15 m ²
Level P3	73.81 m ²	71.62 m ²	145.43 m ²
Level P2	128.69 m ²	163.23 m ²	291.92 m ²
Level P1	160.59 m ²	520.17 m ²	680.76 m ²
Ground	539.07 m ²	5,549.64 m ²	6,088.71 m ²
Subtotal	986.01 m ²	6,304.66 m ²	7,290.67 m ²
LINK BUILDING			
Level 2	15.29 m ²	0.00 m ²	15.29 m ²
Level 3	1,194.36 m ²	0.00 m ²	1,194.36 m ²
Level 4	1,194.36 m ²	0.00 m ²	1,194.36 m ²
Level 5	1,194.36 m ²	0.00 m ²	1,194.36 m ²
Subtotal	3,598.37 m ²	0.00 m ²	3,598.37 m ²
NORTH TOWER			
Level 2	1,349.36 m ²	0.00 m ²	1,349.36 m ²
Level 3	1,974.04 m ²	0.00 m ²	1,974.04 m ²
Level 4 to 5	3,985.18 m ²	0.00 m ²	3,985.18 m ²
Subtotal	7,308.58 m ²	0.00 m ²	7,308.58 m ²
Level 6 to 11	11,141.76 m ²	0.00 m ²	11,141.76 m ²
Subtotal	11,141.76 m ²	0.00 m ²	11,141.76 m ²
TOTAL	23,034.72 m²	6,304.66 m²	29,339.38 m²

→ 7,290.67 m²

+

=

Podium & Infrastructure + Link
Building Commercial
Component Total

10,889.04 m²

→ 3,598.37 m²

→ 7,308.58 m²

+

=

Office Component Total

18,450.34 m²

→ 11,141.76 m²

Combined Office Component and
Residential GFA (within office
component) is 18,677.14m²

YONGE STREET

PROPERTY LINE

PROPERTY LINE

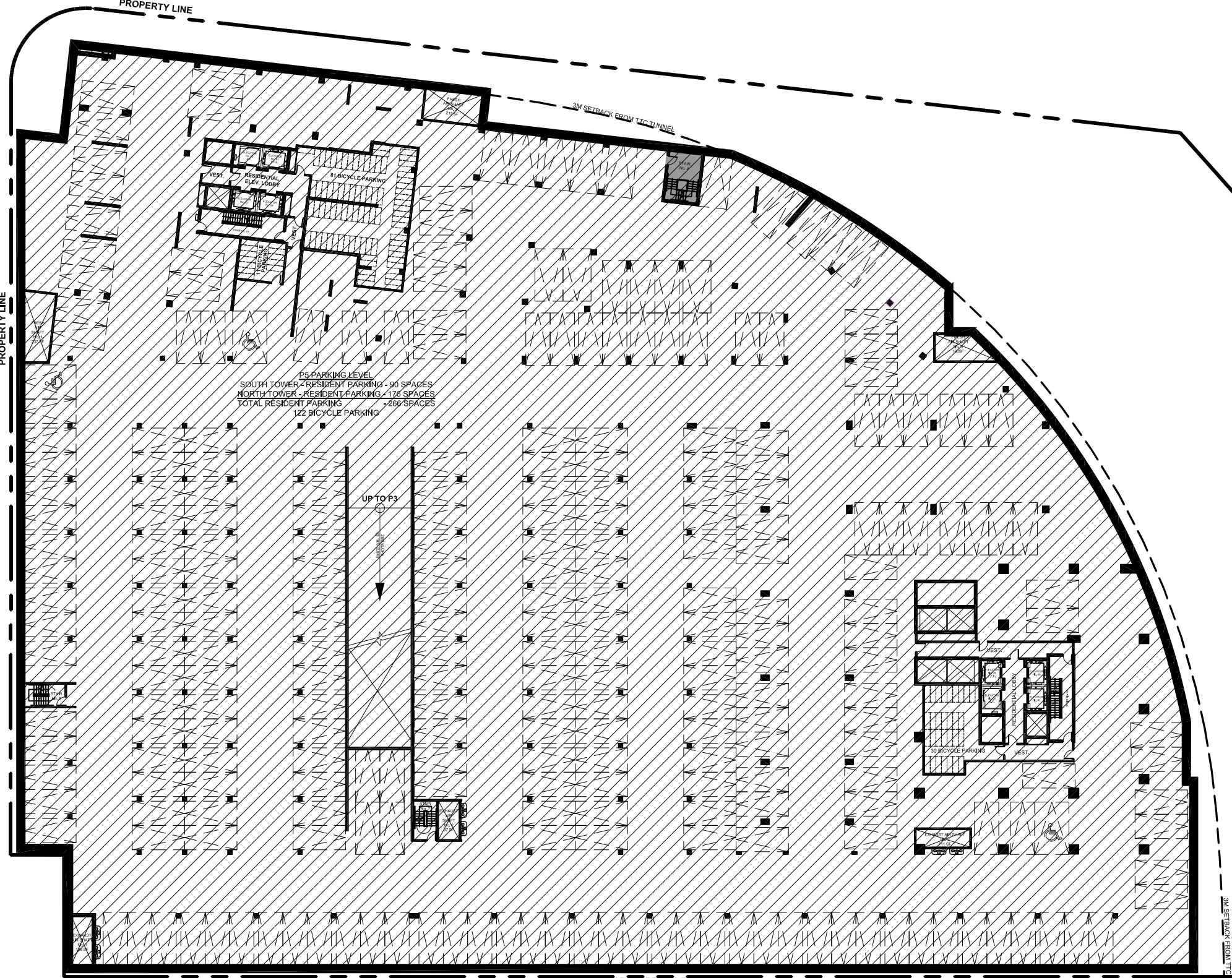
PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

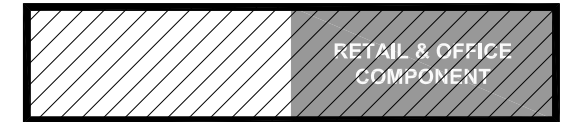
PROPOSED ROAD
(ANNDALE EXTENSION)

SHEPPARD AVE. EAST



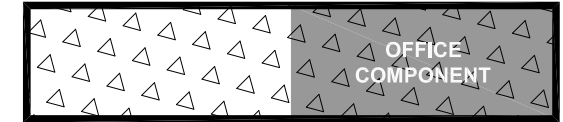
SCHEDULE A

PODIUM & INFRASTRUCTURE

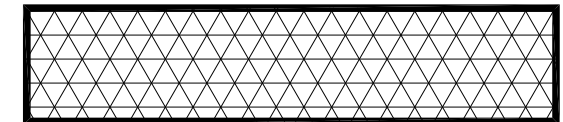


17.70 m²

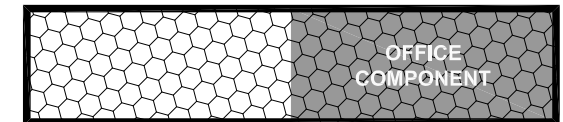
LINK BUILDING



SOUTH TOWER



NORTH TOWER



CONSTRUCTION COMPONENTS

LEVEL P5 FLOOR PLAN

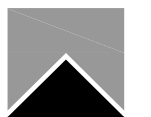
SCALE 1:500

HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

HULLMARK TRIDEL



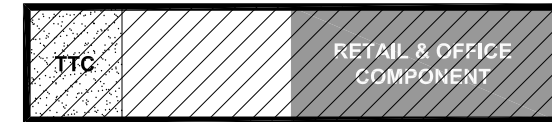
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YONGE STREET

SCHEDULE A

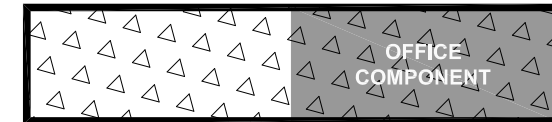
PODIUM & INFRASTRUCTURE



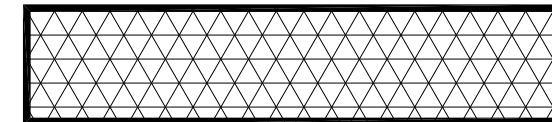
587.44 m²

291.92 m²

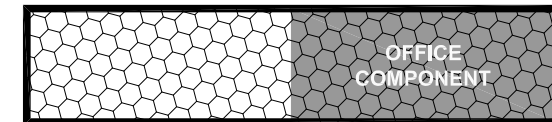
LINK BUILDING



SOUTH TOWER



NORTH TOWER



CONSTRUCTION COMPONENTS

LEVEL P2 FLOOR PLAN

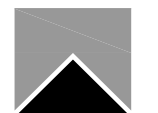
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HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

HULLMARK TRIDEL

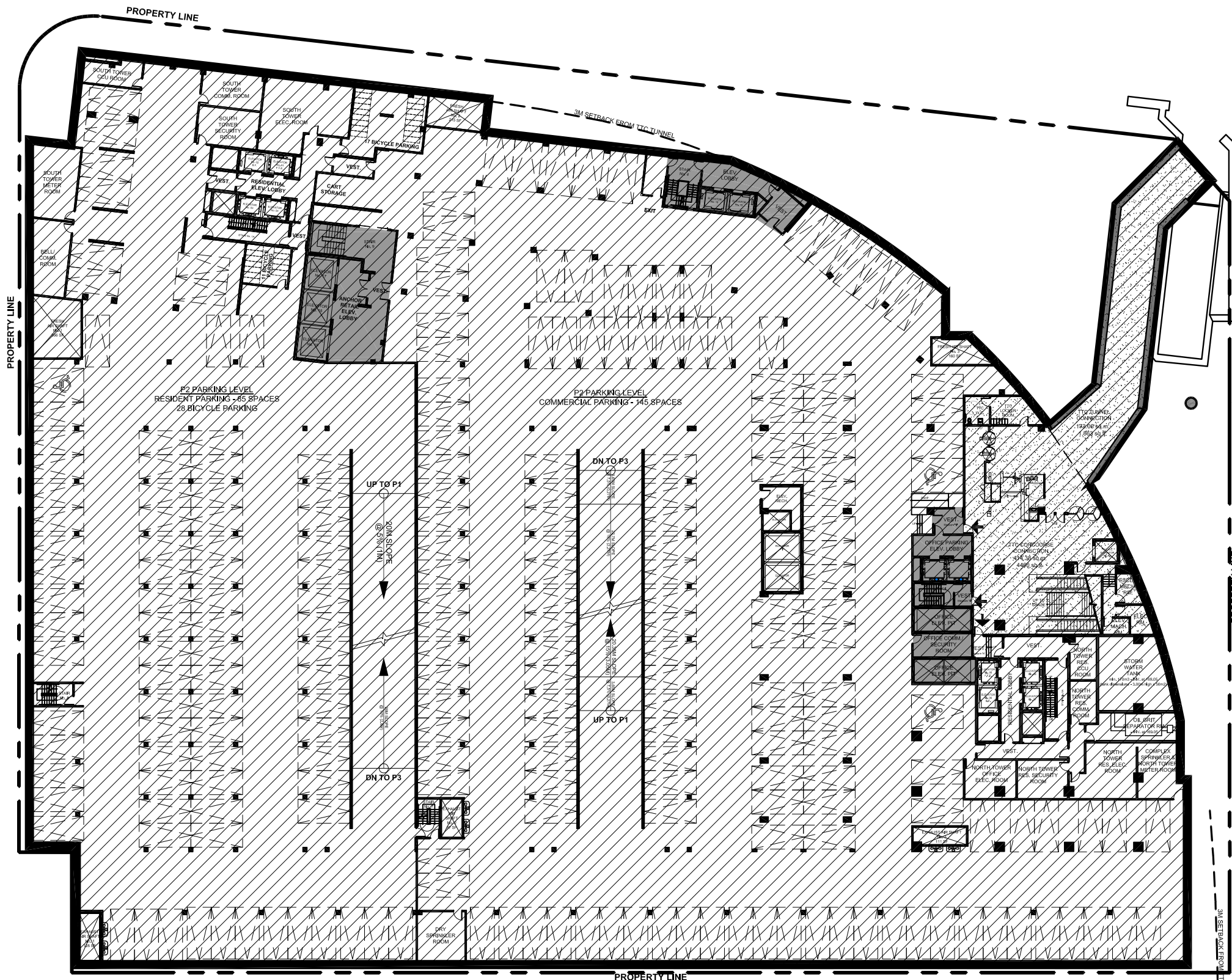


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PROPOSED ROAD
(ANNDALE EXTENSION)

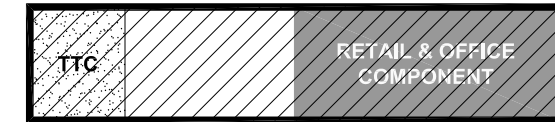
SHEPPARD AVE. EAST



YONGE STREET

SCHEDULE A

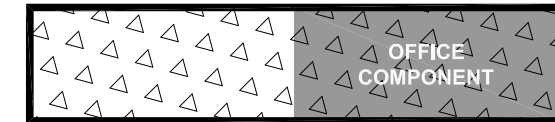
PODIUM & INFRASTRUCTURE



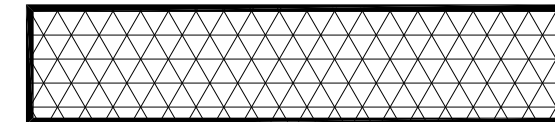
51.57 m²

6088.71 m²

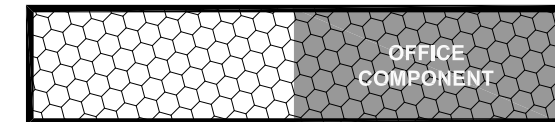
LINK BUILDING



SOUTH TOWER



NORTH TOWER



CONSTRUCTION COMPONENTS

LEVEL F1 FLOOR PLAN

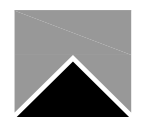
SCALE 1:500

HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

HULLMARK TRIDEL

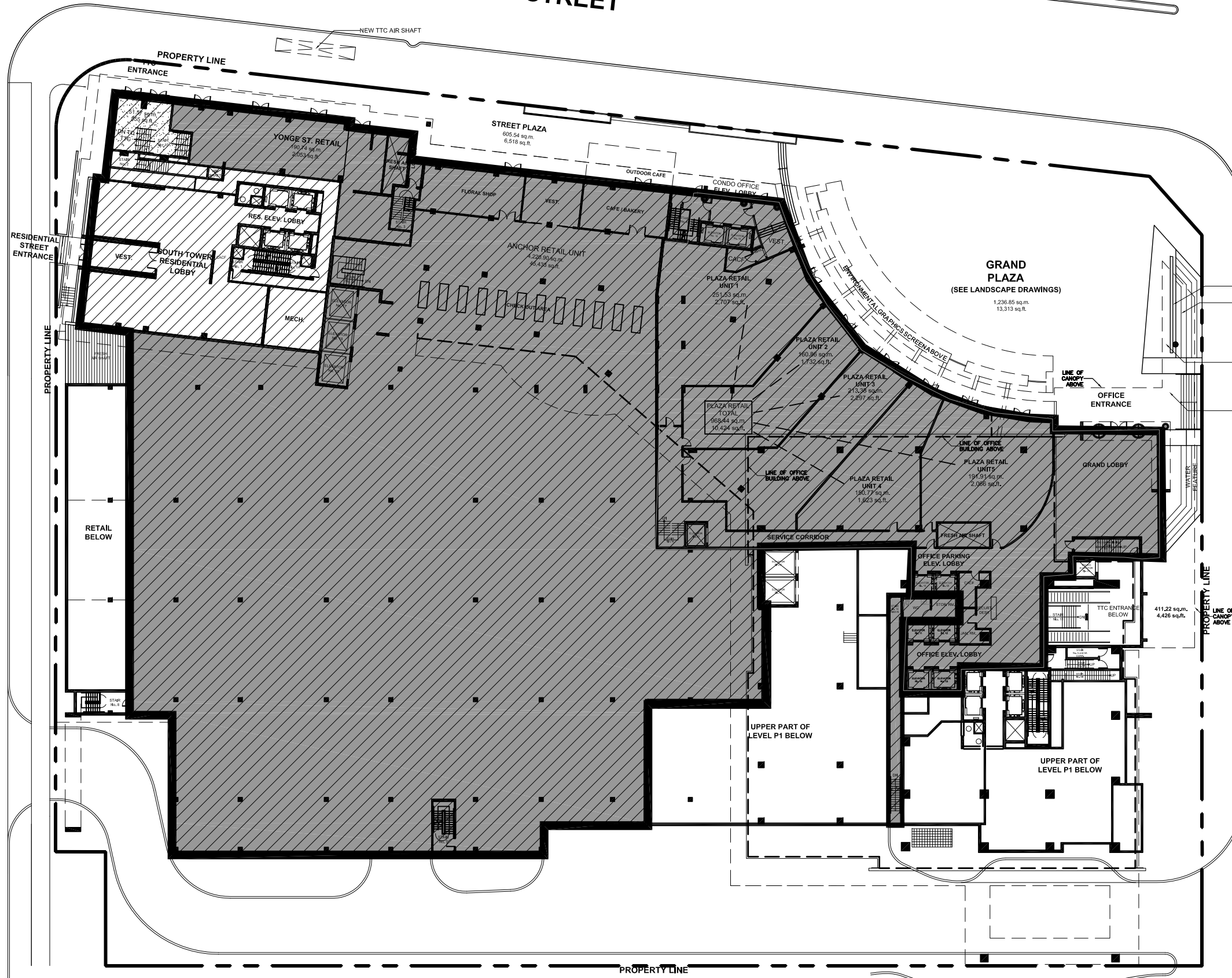


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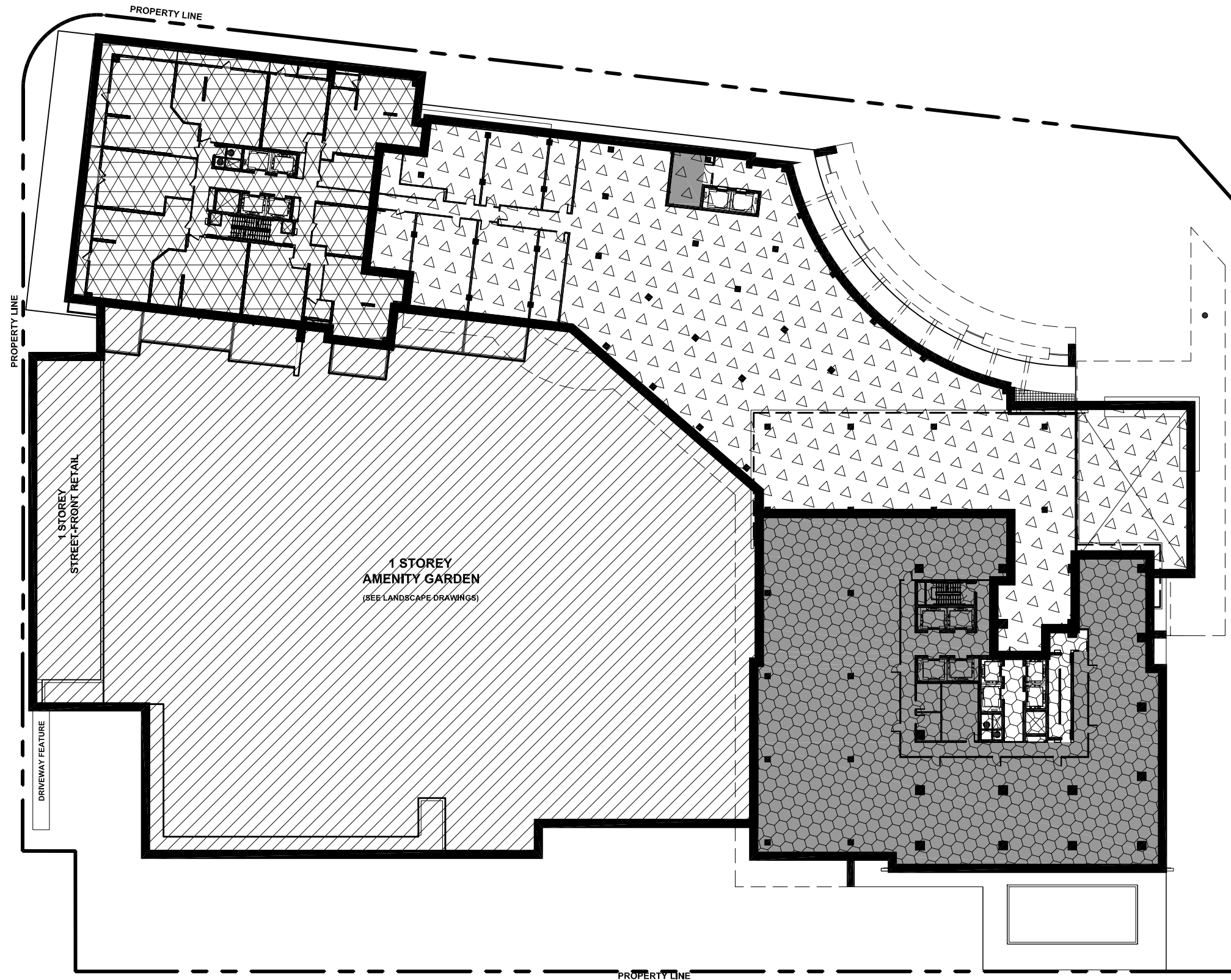
PROPOSED ROAD
(ANNDALE EXTENSION)

SHEPPARD AVE. EAST



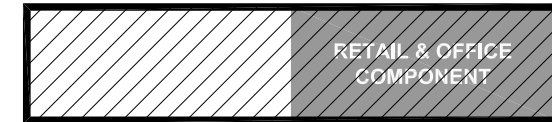
YONGE STREET

PROPOSED ROAD
(ANNDALE EXTENSION)

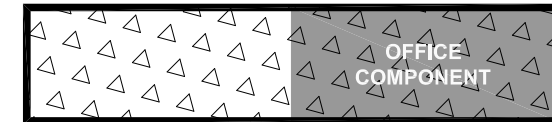


SCHEDULE A

PODIUM & INFRASTRUCTURE

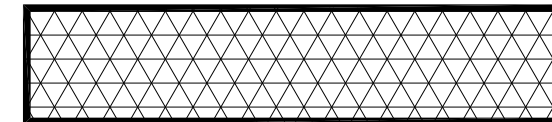


LINK BUILDING

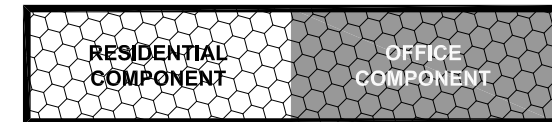


15.29 m²

SOUTH TOWER



NORTH TOWER



1349.36 m²

CONSTRUCTION COMPONENTS

LEVEL F2 FLOOR PLAN

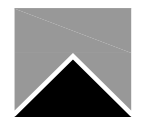
SCALE 1:500

HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

HULLMARK TRIDEL



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YONGE STREET

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPOSED ROAD
(ANNDALE EXTENSION)

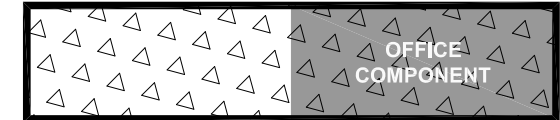
SHEPPARD AVE. EAST

SCHEDULE A

PODIUM & INFRASTRUCTURE

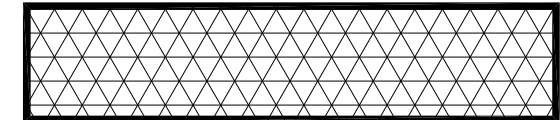


LINK BUILDING

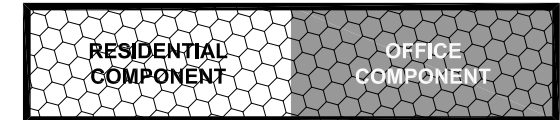


1194.36 m²

SOUTH TOWER



NORTH TOWER



25.20 m² + 1974.04 m²
 = 1999.24 m²

CONSTRUCTION COMPONENTS

LEVEL F3 FLOOR PLAN

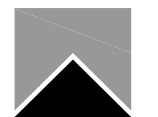
SCALE 1:500

HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

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YONGE STREET

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

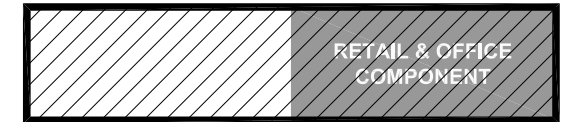
PROPERTY LINE

PROPOSED ROAD
(ANNDALE EXTENSION)

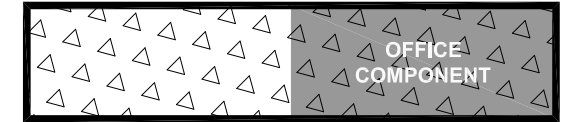
SHEPPARD AVE. EAST

SCHEDULE A

PODIUM & INFRASTRUCTURE

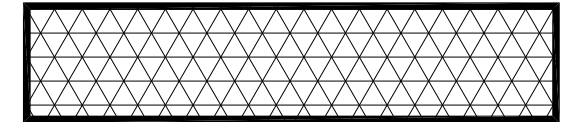


LINK BUILDING

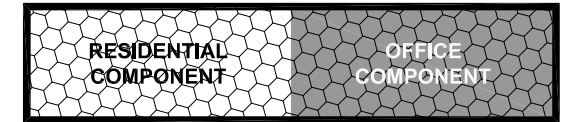


1194.36 m² x 2

SOUTH TOWER



NORTH TOWER



25.20 m² x 2 + 1992.59 m² x 2
= 4035.58 m²

CONSTRUCTION COMPONENTS

LEVEL F4 TO F5

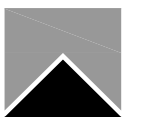
SCALE 1:500

HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

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YONGE STREET

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

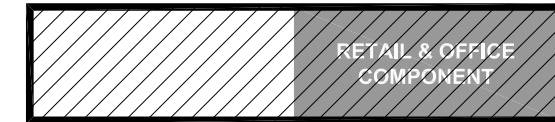
PROPERTY LINE

PROPOSED ROAD
(ANNDALE EXTENSION)

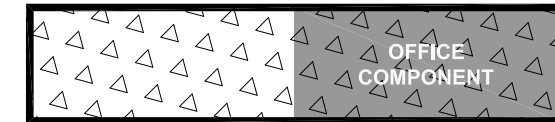
SHEPPARD AVE. EAST

SCHEDULE A

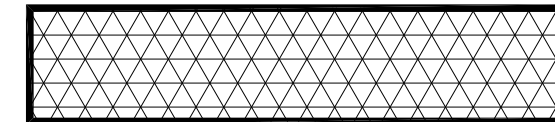
PODIUM & INFRASTRUCTURE



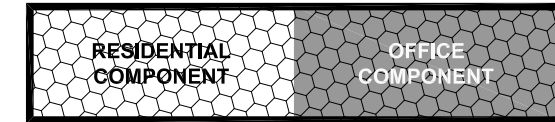
LINK BUILDING



SOUTH TOWER



NORTH TOWER



$$25.20 \text{ m}^2 \times 6 + 1856.96 \text{ m}^2 \times 6 = 11292.96 \text{ m}^2$$

CONSTRUCTION COMPONENTS

LEVEL F6 TO F11

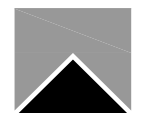
SCALE 1:500

HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

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YONGE STREET

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPOSED ROAD
(ANNDALE EXTENSION)

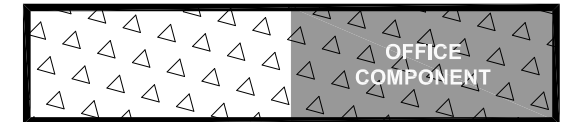
SHEPPARD AVE. EAST

SCHEDULE A

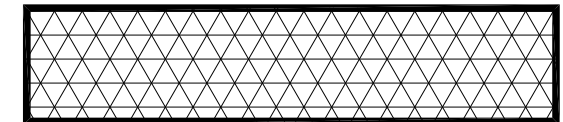
PODIUM & INFRASTRUCTURE



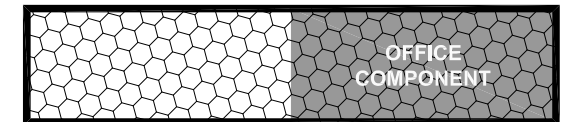
LINK BUILDING



SOUTH TOWER



NORTH TOWER



CONSTRUCTION COMPONENTS

LEVEL F12 & ABOVE

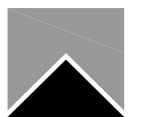
SCALE 1:500

HULLMARK CENTRE

PROPOSED MIXED USE DEVELOPMENT
TORONTO, ONTARIO

Project: 05-021 P12
Date: MARCH 16, 2009

HULLMARK TRIDEL



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SCHEDULE B

Authority: North York Community Council Item ~
as adopted by City of Toronto Council on ~, 2009
Enacted by Council: ~, 2009

CITY OF TORONTO

BY-LAW No. ~ -2009

To Adopt Amendment No. ~ to the North York Centre Secondary Plan of the City of Toronto Official Plan.

WHEREAS authority is given to Council under the *Planning Act*, R.S.O. 1990, c.P.13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. Amendment No. ~ to the North York Centre Secondary Plan of the City of Toronto Official Plan, consisting of the attached text, is hereby adopted.

ENACTED AND PASSED this ~ day of ~, A.D. 2009.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

AMENDMENT NO. ~
TO THE NORTH YORK CENTRE SECONDARY PLAN
OF THE CITY OF TORONTO OFFICIAL PLAN

The Official Plan of the City of Toronto is amended as follows:

Clause 1

Chapter Six, Section 8 (North York Centre Secondary Plan) is amended by adding at the end of Section 3(b)(ii) the punctuation and words ", except to the extent provided for in Figure 3.3.1" so that Section 3.2 reads:

3.2 Density Limits

- (a) The maximum density assigned to lands is shown as Density Limits on Maps 8-6 and 8-7. These densities omit any incentives discussed in Section 3.3 and any transfers discussed in Section 3.4.
- (b) In no event will the City approve a development proposal that:
 - (i) exceeds the amount of actual floor space that can reasonably be accommodated in conformity with applicable policies of this Secondary Plan; and
 - (ii) exceeds the maximum permitted gross floor area as set out in Section 3.2(a) by more than 33 per cent through density incentives and density transfers combined as set out in Sections 3.3 and 3.4, except to the extent provided for in Figure 3.3.1.

Clause 2

Chapter Six, Section 8 (North York Centre Secondary Plan) is amended by renumbering paragraph (d) in Section 3.3 Density Incentives to (e) and inserting after paragraph (c) the following paragraph (d):

3.3 Density Incentives

....

- (d) For major office developments in the North York Centre, considered to be commercial or mixed use projects that provide new office space in excess of 15,000 square metres gross floor area, the monetary contribution

provided under Section (b) and/or (c) above may be partially or wholly offset by the costs of providing one or more continuous indoor pedestrian connections from the development to a transit terminal. The allowable offset will be proportional to the relative amount of commercial gross floor area provided (calculated as the ratio of commercial gross floor area to total gross floor area for the entire project, multiplied by the amount of the monetary contribution payment otherwise due). The timing of the offset will be secured by appropriate legal agreements.

Clause 3

Chapter Six, Section 8 (North York Centre Secondary Plan) is amended by modifying Figure 3.3.1 Incentives to change the seventh and tenth rows of the chart, and add a twelfth row, as follows:

<i>Figure 3.3.1 Incentives</i>	
<i>USE</i>	<i>INCENTIVE</i>
Continuous Indoor Pedestrian Connections to a Transit Terminal <ul style="list-style-type: none"> • owned or operated by a public authority • may include above grade or below grade spaces 	The gross floor area of the pedestrian connection is exempted from the calculation of gross floor area for all developments. In addition, for major office developments (over 15,000 m ²) connected to a transit terminal, the gross floor area of the connection is not subject to the 33 per cent incentive/transfer limit specified in Section 3.2(b)(ii).
Transit Terminal <ul style="list-style-type: none"> • owned or operated by a public authority • may include small-scale retail and service commercial uses within the transit terminal 	The gross floor area of the transit terminal is exempted from the calculation of gross floor area for all developments. In addition, for major office developments (over 15,000 m ²) connected to the transit terminal, the gross floor area of the terminal is not subject to the 33 per cent incentive/transfer limit specified in Section 3.2(b)(ii).

<p>Major Office Development Connected to a Transit Terminal</p> <ul style="list-style-type: none"> • commercial or mixed use project providing new office space in excess of 15,000 square metres gross floor area, linked to a transit terminal by a continuous indoor pedestrian connection 	<p>The monetary contribution provided under Section 3.3(b) and/or (c) may be partially or wholly offset by the costs of providing one or more continuous indoor pedestrian connections to a transit terminal, as specified in Section 3.3(d).</p> <p>The gross floor area of an indoor pedestrian connection to a transit terminal, owned or operated by a public authority, is not subject to the 33 per cent incentive/transfer limit specified in Section 3.2(b)(ii).</p> <p>The gross floor area of a transit terminal located within the development site, connected to the development and owned or operated by a public authority, is not subject to the 33 per cent incentive/transfer limit specified in Section 3.2(b)(ii).</p>
--	---

2009.03.25

SCHEDULE C

Authority: North York Community Council Item ~
as adopted by City of Toronto Council on ~, 2009
Enacted by Council: ~, 2009

CITY OF TORONTO

BY-LAW No. ~ -2009

**To Adopt Amendment No. ~ to the North York Centre Secondary Plan
of the City of Toronto Official Plan in respect of lands located at
the southeast corner of Yonge Street and Sheppard Avenue,
municipally known as 4759-4789 Yonge Street.**

WHEREAS authority is given to Council under the *Planning Act*, R.S.O. 1990, c.P.13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. Amendment No. ~ to the North York Centre Secondary Plan of the City of Toronto Official Plan, consisting of the attached text, and the map designated as Schedule '1', is hereby adopted.

ENACTED AND PASSED this ~ day of ~, A.D. 2009.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

AMENDMENT NO. ~
TO THE NORTH YORK CENTRE SECONDARY PLAN
OF THE CITY OF TORONTO OFFICIAL PLAN

The Official Plan of the City of Toronto is amended as follows:

Clause 1

Chapter Six, Section 8 (North York Centre Secondary Plan) is amended by modifying Site Specific Policy 19 in Section 12, North York Centre South Site Specific Policies, as follows:

1. Section 12.19(a) is revised to read as follows:

The lands shown as 19 on Map 18-12 are designated *Mixed Use Area A* and are assigned a maximum density of 4.5 times the lot area plus available density incentives and density transfers. The density from any part of the lot acquired by the City following approval of this site specific policy will remain on the balance of the lot without transfer. Despite the *Mixed Use Area A* designation, with the provision of at least 6,200 square metres of retail space and at least 23,000 square metres of office space, residential uses are also permitted on these lands, subject to the density limits and other policies contained in this Secondary Plan. Road requirements associated with the development of this site in order to achieve its planned density and use will be prescribed by the traffic certification described in Section (b)(i) of this site specific policy.

2. Section 12.19(b)(iv) is deleted and Section 12.19(b)(v) is renumbered 12(b)(iv).
3. The following sections are added after Section 12.19(c):
 - (d) Despite the provisions of Section 6.7(b) and (d), rooftop podium recreational area may be included in the calculation of the private outdoor recreational space requirement.
 - (e) Any redevelopment of these lands will provide two continuous indoor pedestrian connections from the development to the transit terminal at Yonge Street and Sheppard Avenue, one at the southern end of the lands (the "south pedestrian connection") and another at the northern end of the lands (the "north pedestrian connection"). The proportional offset specified in Section 3.3(d) will apply to the total cost of providing both pedestrian connections, subject to Section (f) below.
 - (f) The cost of providing the north pedestrian connection is anticipated to greatly exceed the cost of providing the south pedestrian connection due to extraordinary construction complications resulting from existing transit

facilities at the Yonge-Sheppard interchange. In this circumstance, the difference in costs between the north and south pedestrian connections will be deducted from the total cost of providing both connections for purposes of calculating the applicable proportional offset specified in Section 3.3(d). In addition, those costs resulting from providing the north pedestrian connection that exceed the costs of providing the south pedestrian connection will be fully offset against the monetary contribution specified in Section 3.3, up to the amount of the contribution payment otherwise due.

- (g) Despite the provisions of Section 3.3, the gross floor area of all retail spaces directly accessible from the street is exempted from the calculation of gross floor area.
- (h) Despite the provisions of Section 5.3.3(c), retail uses at grade along the Sheppard Avenue frontage are not required.
- (i) Pursuant to Section 5.4.2 of this Secondary Plan, two point towers with maximum building heights of 115 metres and 155 metres are permitted on the lands at the locations identified on Map 8-8d.
- (j) The City will take appropriate measures to secure construction of the commercial uses of the development, including setting out performance standards in the zoning by-law and entering into an agreement with the landowner under Section 37 of the *Planning Act*.
- (k) The use of Section 37 in this policy is for the purpose of implementing the goals and objectives of this Secondary Plan, which include providing a diverse range of residential, office and service commercial uses at appropriate locations in the North York Centre, within the constraints imposed by available infrastructure. The provision of a mixed use project that conforms to the density limits specified for the site, and includes substantial office and retail uses directly accessible from both the street and the Yonge and Sheppard transit terminal, supports these goals and objectives.

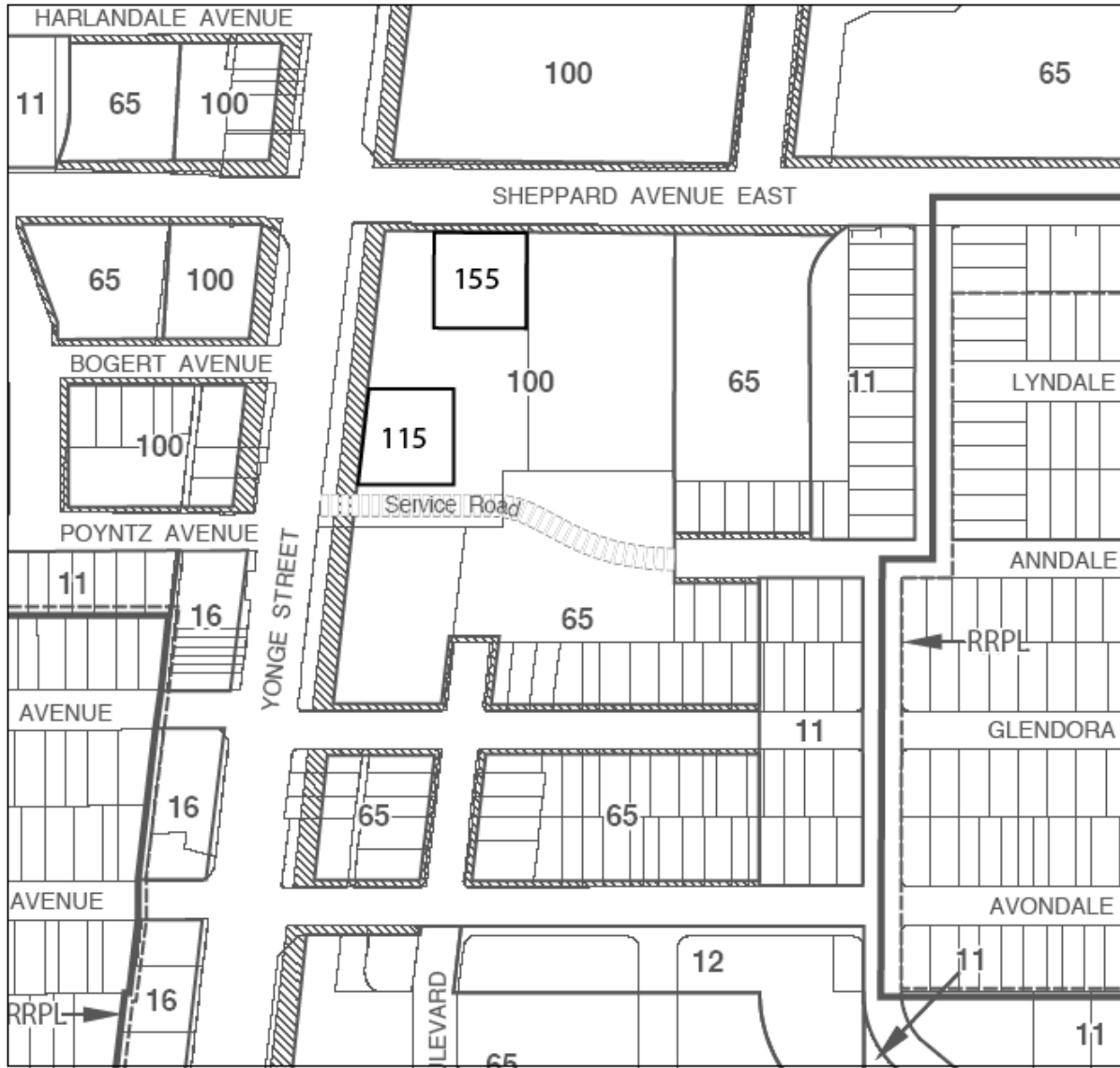
Clause 2

Map 8-8d of the North York Centre Secondary Plan is amended in accordance with Schedule '1' below.

Clause 3

Figure 4.3.1 (Long Range Development Levels) of the North York Centre Secondary Plan is amended to decrease the North York Centre South Non-Residential Gross Floor Area (and relevant totals) by 38,913 square metres and to increase the North York Centre South Residential Gross Floor Area (and relevant totals) by 38,913 square metres.

Schedule '1'



2009.03.25