

SEATON EMPLOYMENT LANDS

OVER 94 ACRES



SEATON EMPLOYMENT LANDS

PICKERING, ONTARIO

THE OFFERING

CBRE's Land Services Group on behalf of Infrastructure Ontario ("IO" or the "Vendor") is pleased to offer for sale over 150 combined acres of employment land along Highway 407 (collectively known as the "Offering"), as part of the Seaton Lands in the City of Pickering. The Offering is comprised of two separate Bundles, Bundle 5 and 7, which can be purchased either together or separately.

Located within the Pickering Innovation Corridor the Offering is a part of Neighbourhood 21 (N21), one of six approved Neighbourhoods in the Seaton Community that came into effect through OPA 22. Bundle 5 is a part of N21 Phase 1 and Bundle 7 is within N21 Phase 2. N21 Phase 1 has an approved zoning by-law amendment and draft plan of subdivision, and is within the Phase 1 Regional Front-Ending Agreement (RFEA) allowing a purchaser to proceed with developing Bundle 5 immediately. A RFEA for future phases, including Bundle 7, commenced recently with the Region. Please see page 5 for more information on Planning and Cost Sharing.

Durham Region remains one of the strongest industrial markets in the GTA. This strength is recognized by both users and investors both locally and internationally, making it highly competitive for investment. In Q1 2020, the vacancy rate in Durham Region was 0.4% for industrial and the average asking net lease rate increased 11.7% quarter-over-quarter. Demand for employment land not only across the GTA, but within Durham Region, has steadily increased, which makes this Offering a significant opportunity.

The Seaton Community will play a major role in accommodating future growth not only within Durham Region but the GTA. It is anticipated that Seaton will allow for just over 70,000 residents and 35,000 jobs at complete build out. The Offering represents an unprecedented opportunity for employment lands in Durham Region and the exclusive Seaton Community.

BUNDLE 5

Total Size	± 57.78 acres
Number of Parcels	Parcel 36 – 24.8 acres Parcel 37 – 15.6 acres Parcel 38 – 17.4 acres
Official Plan	Prestige Employment; Prestige Employment Node
Zoning (as amended)	PEN (Prestige Employment Node), PEG (Prestige Employment General), ES (Employment Service), SWM (Stormwater Management)

BUNDLE 7

Total Size	± 94.07 acres
Number of parcels	Parcel 42- 6.3 acres Parcel 43 – 16.0 acres Parcel 44 – 52.0 acres Parcel 45 – 19.7 acres
Official Plan	Prestige Employment; Prestige Employment Node
Zoning	Agricultural



UNPRECEDENTED HIGHWAY EXPOSURE & DIRECT ACCESS

The Offering provides collectively over 9,700 feet of highway exposure for future businesses along Highway 407.



IDEAL PLANNING STATUS

Bundle 5 is within N21 Phase 1, which has zoning and draft plan of subdivision approvals from the OMB.



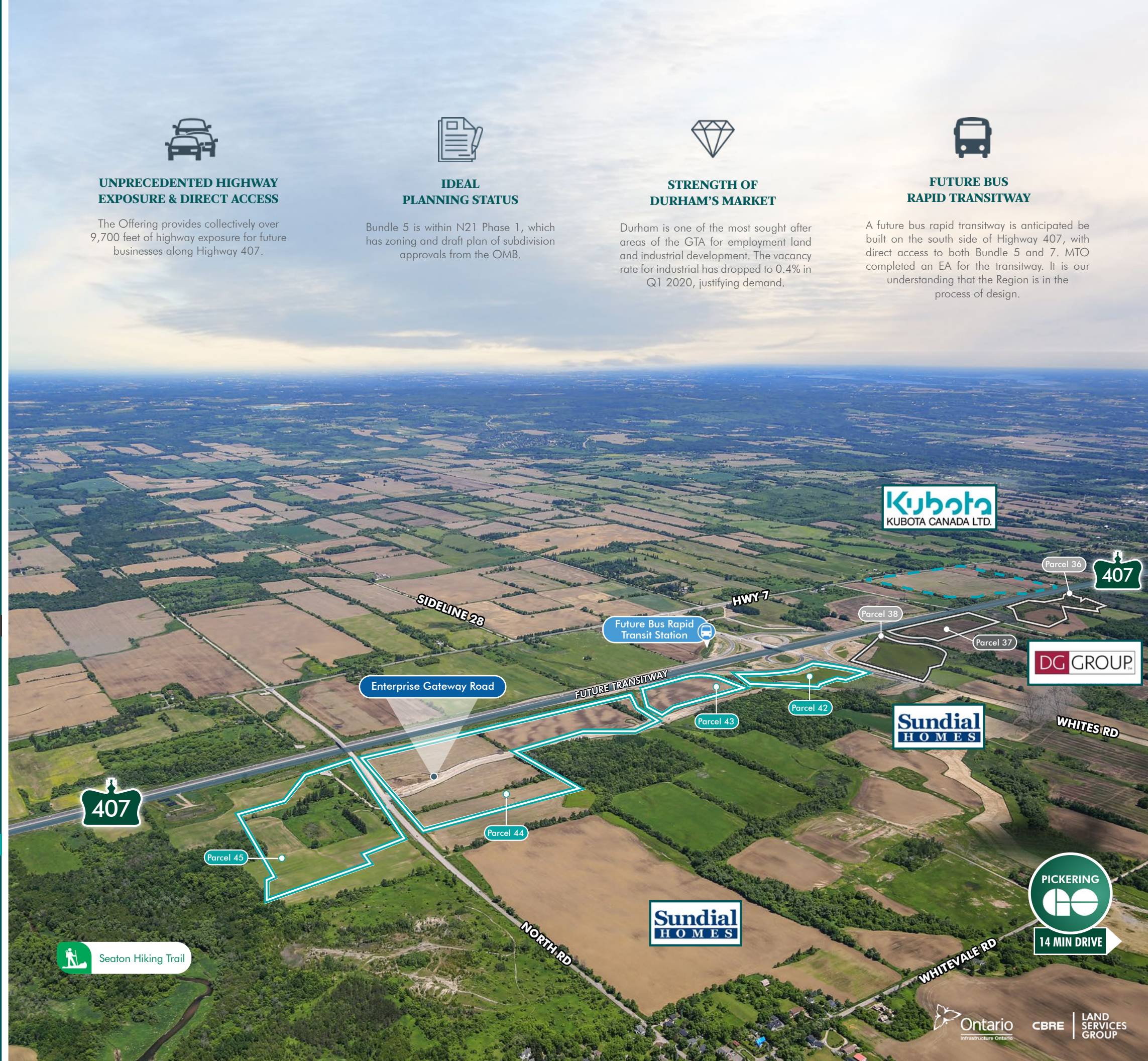
STRENGTH OF DURHAM'S MARKET

Durham is one of the most sought after areas of the GTA for employment land and industrial development. The vacancy rate for industrial has dropped to 0.4% in Q1 2020, justifying demand.



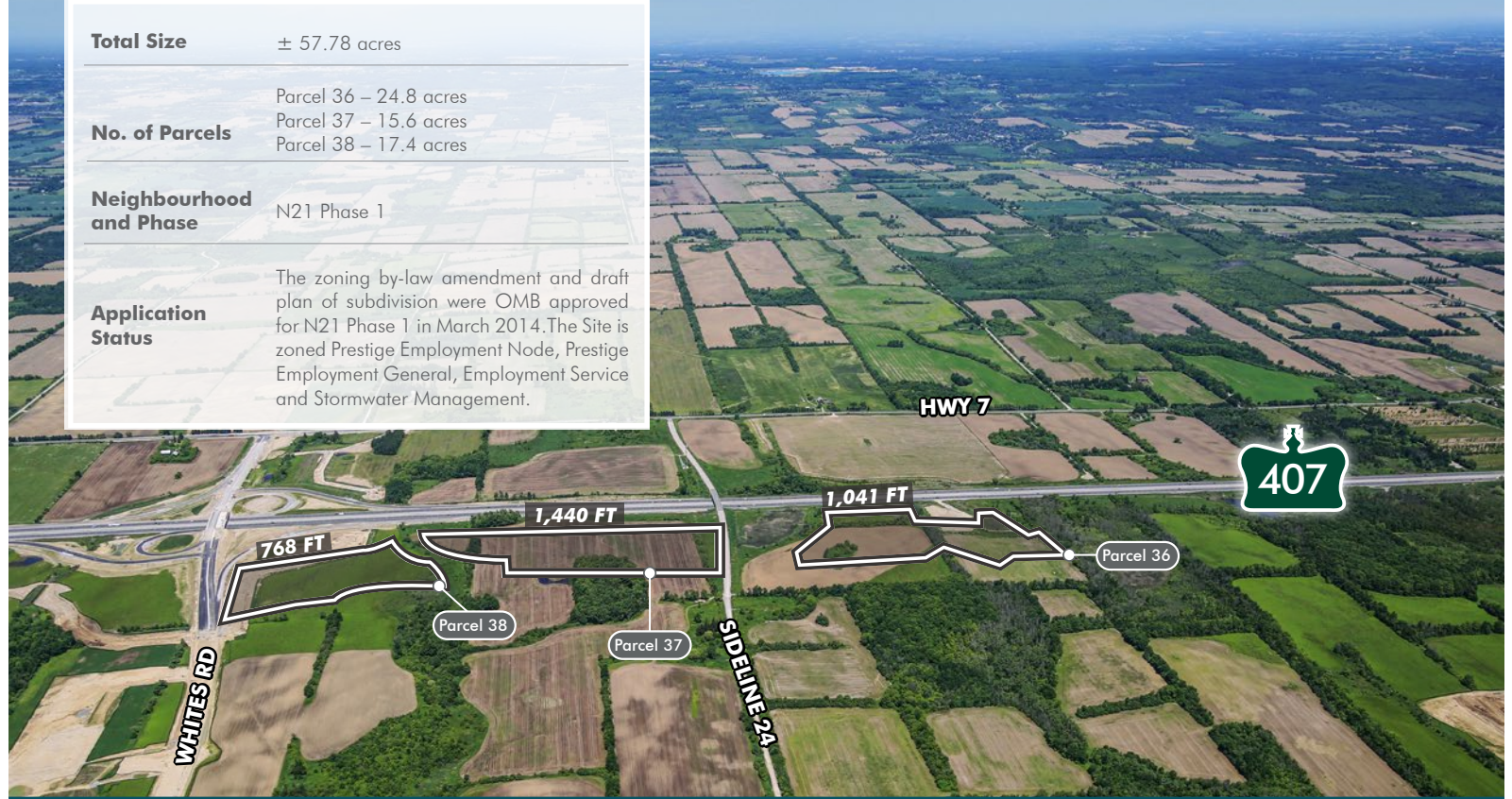
FUTURE BUS RAPID TRANSITWAY

A future bus rapid transitway is anticipated be built on the south side of Highway 407, with direct access to both Bundle 5 and 7. MTO completed an EA for the transitway. It is our understanding that the Region is in the process of design.



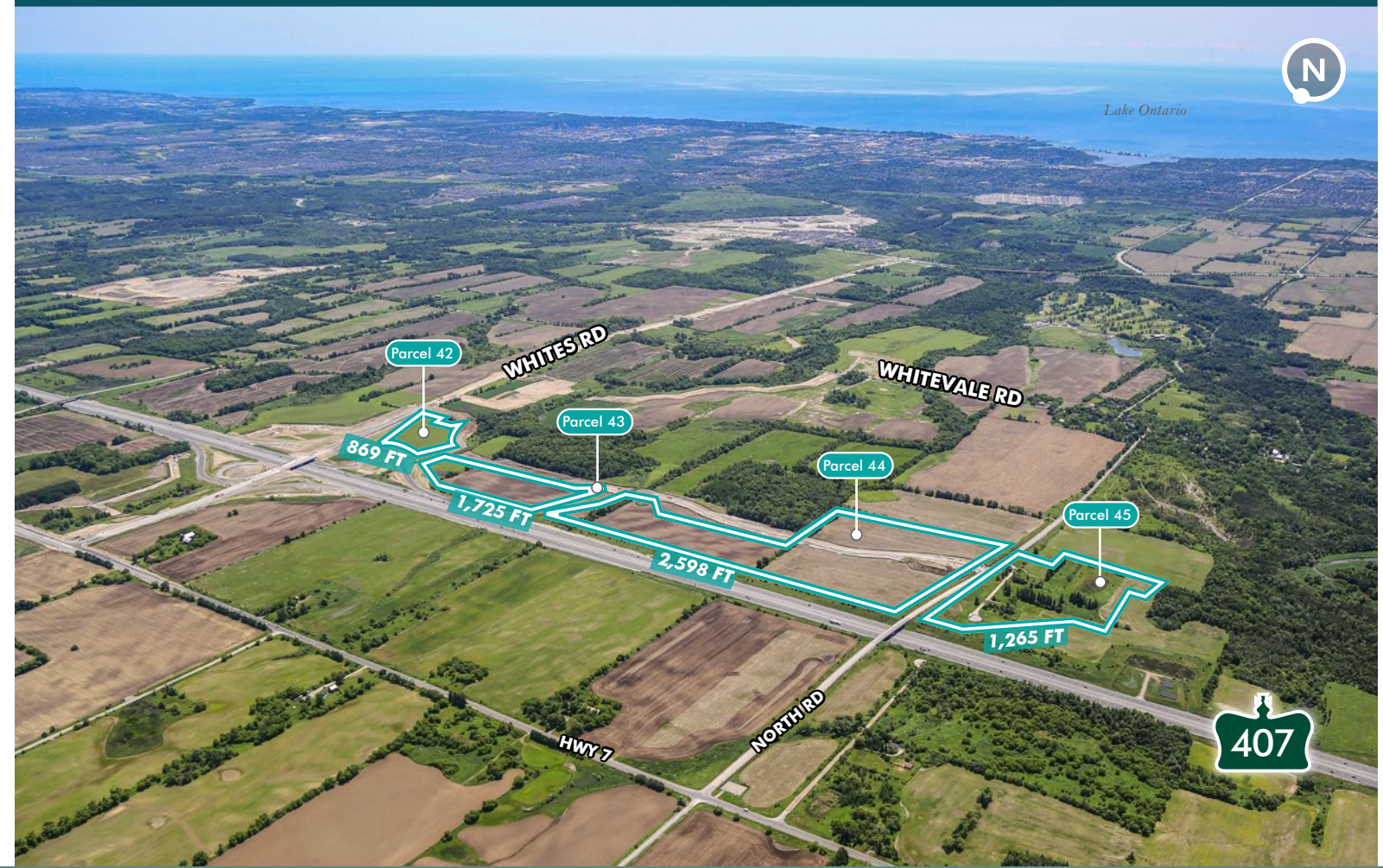
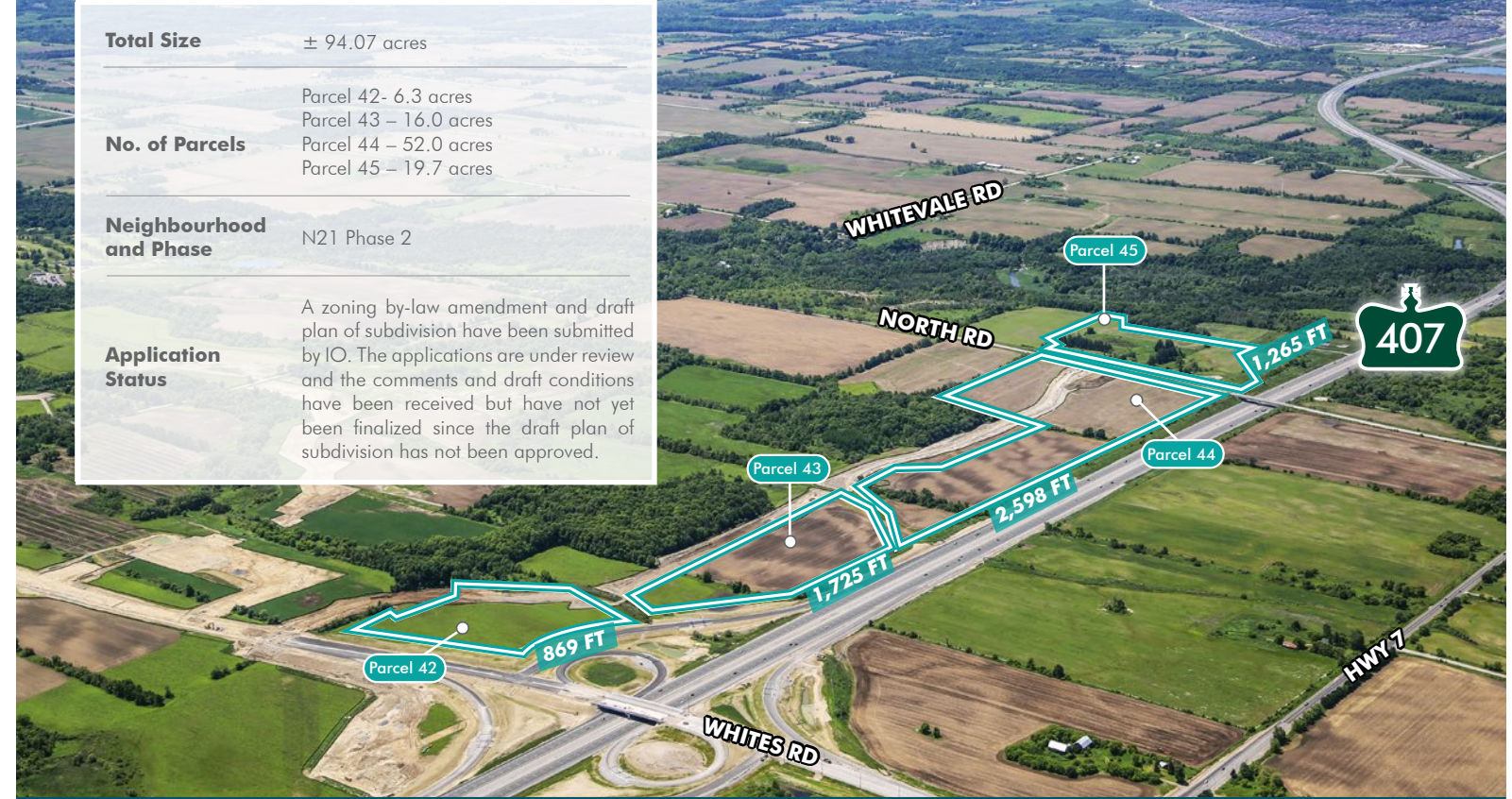
BUNDLE 5

Total Size	± 57.78 acres
No. of Parcels	Parcel 36 – 24.8 acres Parcel 37 – 15.6 acres Parcel 38 – 17.4 acres
Neighbourhood and Phase	N21 Phase 1
Application Status	The zoning by-law amendment and draft plan of subdivision were OMB approved for N21 Phase 1 in March 2014. The Site is zoned Prestige Employment Node, Prestige Employment General, Employment Service and Stormwater Management.



BUNDLE 7

Total Size	± 94.07 acres
No. of Parcels	Parcel 42- 6.3 acres Parcel 43 – 16.0 acres Parcel 44 – 52.0 acres Parcel 45 – 19.7 acres
Neighbourhood and Phase	N21 Phase 2
Application Status	A zoning by-law amendment and draft plan of subdivision have been submitted by IO. The applications are under review and the comments and draft conditions have been received but have not yet been finalized since the draft plan of subdivision has not been approved.



PLANNING & SERVICING SUMMARY

PLANNING & APPLICATION STATUS

The Offering is a part of OPA 22, which implemented the Central Pickering Development Plan and created the six new neighbourhoods within Seaton. OPA 22 was OMB approved in March 2014 along with IO's plan of subdivision and zoning amendment applications for Phase 1 of the development of Neighbourhood 21, which includes Bundle 5. Applications for all other neighbourhoods, including Phase 2 of Neighbourhood 21, have been submitted and are still under review with the appropriate approval authorities including the City and TRCA.

Lands within both Bundle 5 and 7 are designated Prestige Employment and Prestige Employment Node, allowing for a variety of uses. The employment area will be characterized by a visible, high standard of built form and landscaping. Permitted uses within the Prestige Employment and Prestige Employment Node designation include, but are not limited to: light manufacturing, assembly and processing of goods, light service industries, research and development facilities, offices, corporate office business parks, and community/cultural uses.

COST SHARING & SERVICING AGREEMENTS

To date the following agreements relating to the extension of municipal services and utilities have been executed:

- The Seaton Phase 1 Regional Front Ending Agreement ("RFEA")
- The City of Pickering Financial Impacts Agreement ("FIA")
- The Seaton Landowners Group Cost Sharing Agreement ("Seaton CSA")
- The Seaton-Durham Owners Cost Sharing Agreement ("S-D CSA")
- MTO Agreement for Placement of Interchanges on Highway 407
- Master Parks Agreement

The Bundle 5 lands are included in the Phase 1 RFEA and a purchaser can proceed with developing the Bundle 5 lands immediately. The Bundle 7 lands are in the future phase and negotiations for the future phase RFEA with the Region commenced recently. A purchaser can obtain a building permit for Bundle 7 once an agreement with the Region is executed.

A summary has been provided by IO's consultant, SCS Consulting Group, that provides a financial overview of the Seaton CSA, including the financial obligations of the Phase 1 RFEA and FIA.

The Phase 1 RFEA provides that Development Charge ("DC") Credits will be provided for certain Regional works which are either built or financed by the Seaton Landowner Group. The buyer will acquire the DC Credits applicable to the land as part of the purchase of the lands. All DC Credits are indexed, and are to be distributed by the Seaton Trustee pursuant to the Seaton CSA.

All agreements, drawings, schedules, financial summaries etc. will be made available to qualified purchasers in the online Document Centre.

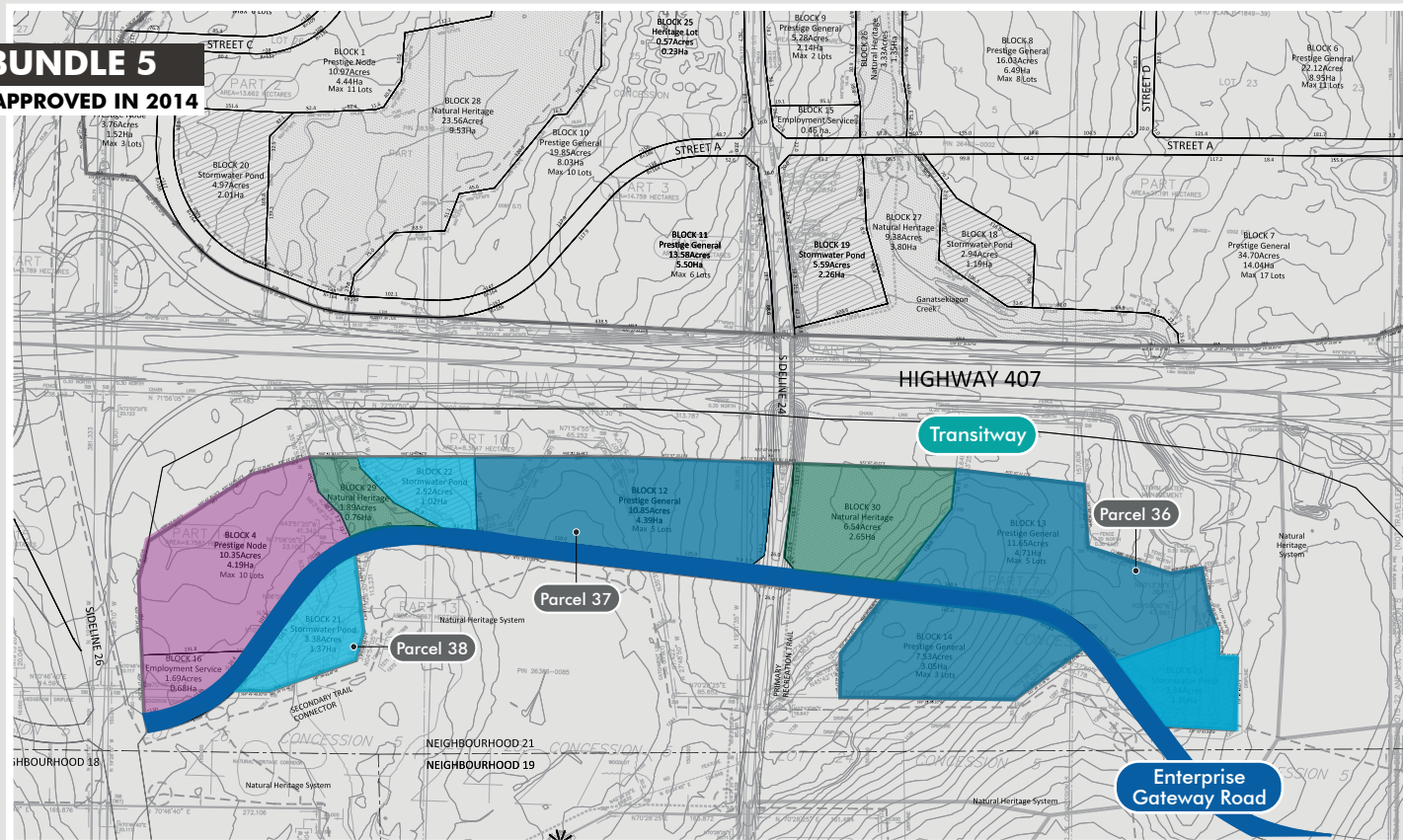
ENTERPRISE GATEWAY ROAD

OTHER CONSIDERATIONS

Enterprise Gateway Road runs east-west on the south side of Highway 407, through portions of both Bundle 5 and 7. IO, along with the Seaton Landowners, is front-ending the Enterprise Gateway Road construction costs, as outlined in the Seaton CSA.

DRAFT PLANS

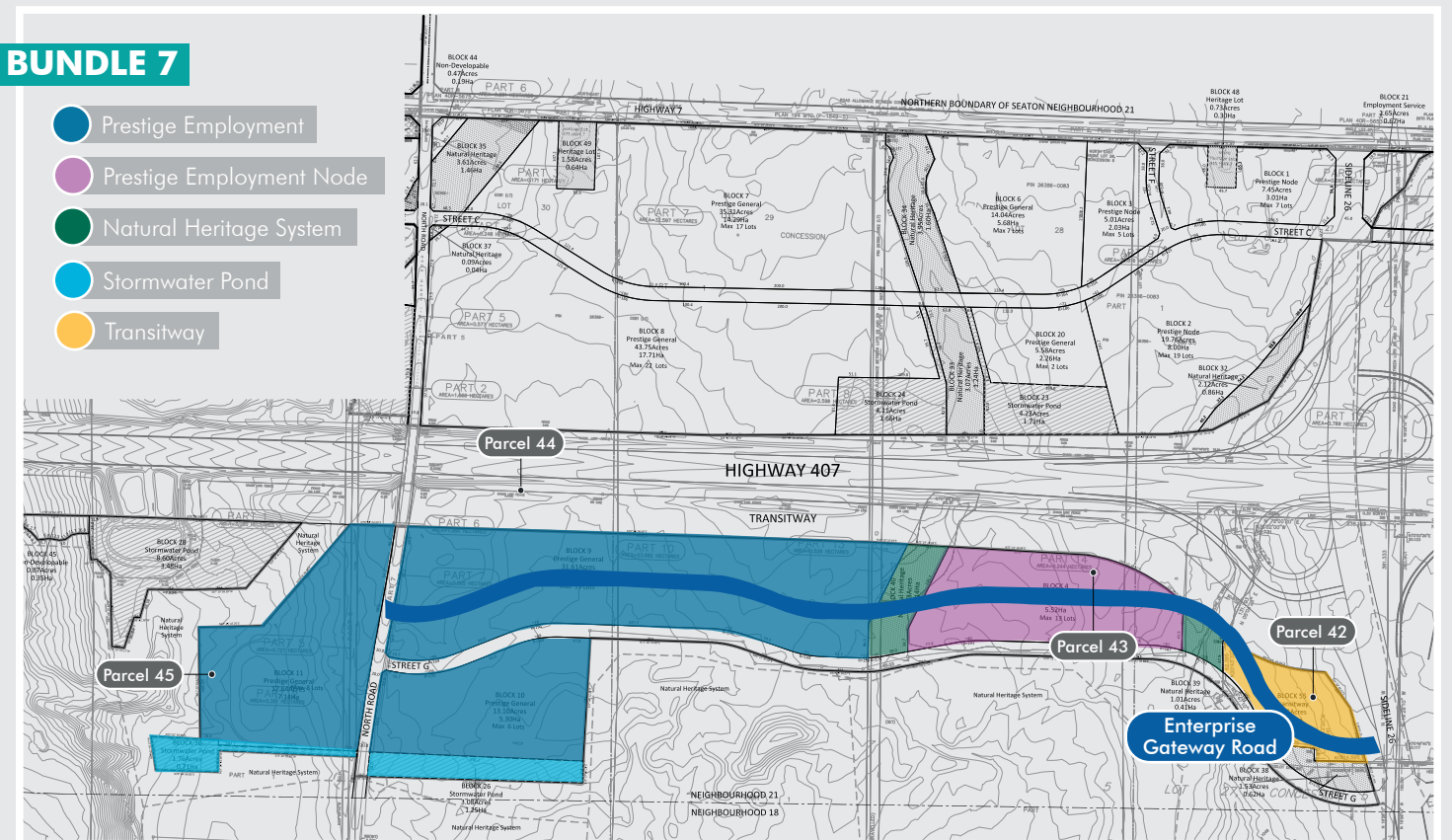
BUNDLE 5 APPROVED IN 2014



- Prestige Employment
- Prestige Employment Node
- Natural Heritage System
- Stormwater Pond

BUNDLE 7

- Prestige Employment
- Prestige Employment Node
- Natural Heritage System
- Stormwater Pond
- Transitway



THE OFFERING PROCESS

All submissions are requested to be submitted in a sealed envelope on a black lined version of the provided Vendor's Agreement of Purchase and Sale and a signed clean version of the Agreement of Purchase and Sale.

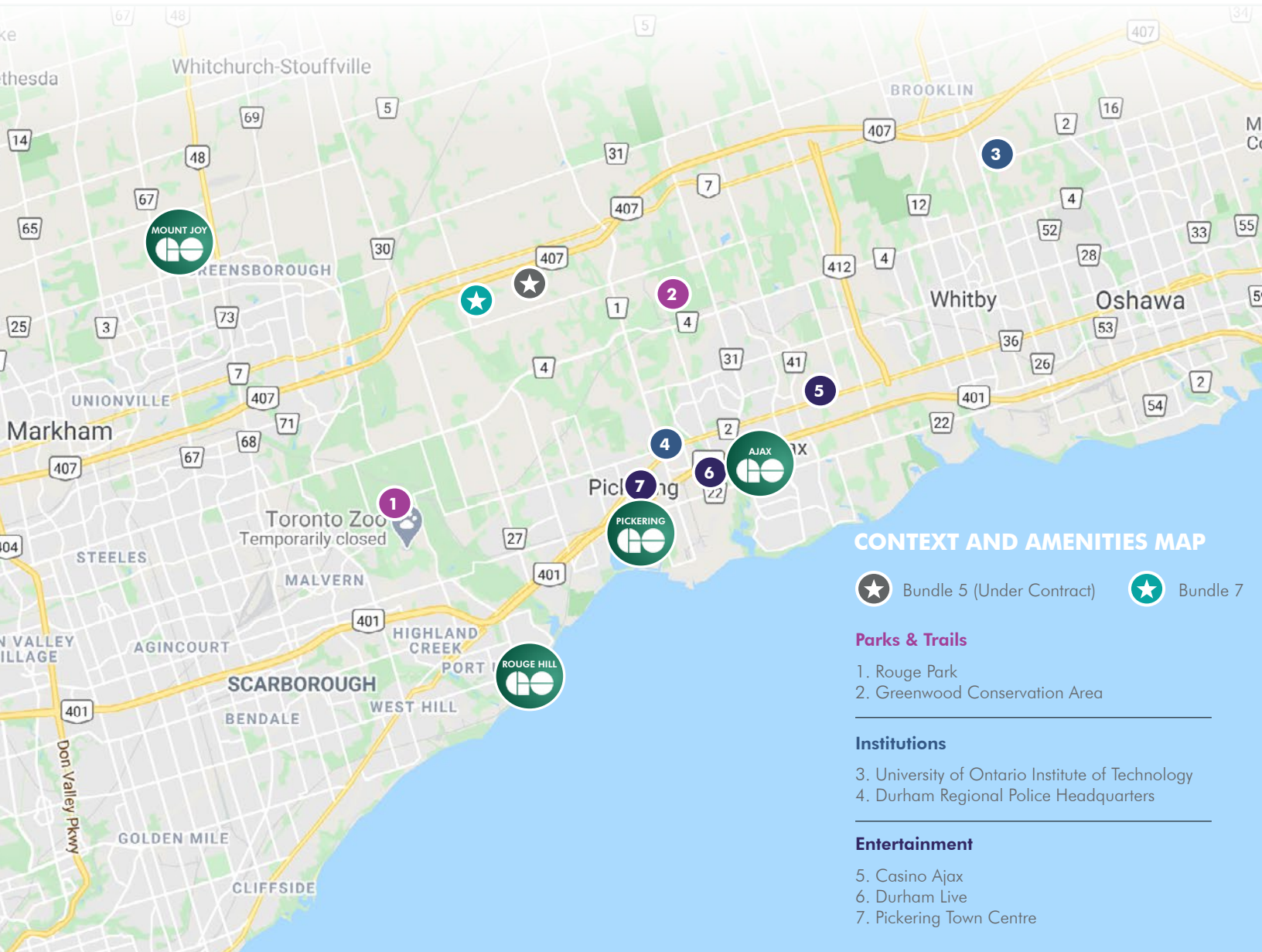
Based on the submissions received, the Vendor may proceed negotiating with one or more parties with the intention of executing the Agreement of Purchase and Sale. A separate Agreement of Purchase and Sale is required for each Bundle. No offers for multiple Bundles contained on a single Agreement of Purchase and Sale will be considered.

CONFIDENTIALITY AGREEMENT

Potential purchasers that require access to the Document Centre must complete a CA and return it to: LSGGTA@CBRE.COM

OFFER SUBMISSIONS

All offers are requested to be submitted to the attention of:
Lauren White | lauren.white@cbre.com



CONTEXT AND AMENITIES MAP

★ Bundle 5 (Under Contract) ★ Bundle 7

Parks & Trails

1. Rouge Park
2. Greenwood Conservation Area

Institutions

3. University of Ontario Institute of Technology
4. Durham Regional Police Headquarters

Entertainment

5. Casino Ajax
6. Durham Live
7. Pickering Town Centre



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*Sales Representative **Broker | All outlines are approximate.

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CONFIDENTIALITY AGREEMENT

SEATON LAND BUNDLES 5 & 7 · PICKERING, ON

TO: Her Majesty the Queen in right of Ontario as represented by the Minister of Government and Consumer Services (the "Vendor")
AND TO: Ontario Infrastructure and Lands Corporation, the authorized agent for the Vendor ("OILC")
AND TO: CBRE Limited ("CBRE")

The undersigned hereby acknowledges that CBRE Limited ("CBRE"); through Mike Czystochowski and Lauren White have been retained by the Vendor on an exclusive basis to arrange the sale of the Seaton Land Bundles 5 & 7, Pickering, ON (the "Properties"). Any inquiries and communications with respect to the Properties shall be directed to any of the above listing agents of CBRE. We have requested from the Vendor and CBRE, information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in evaluating a potential purchase of the Properties.

In exchange for good and valuable consideration provided by the Vendor and CBRE, the receipt and sufficiency of which is hereby acknowledged, we agree to keep confidential any and all information supplied to us concerning the Properties that is not a matter of public record (the "Confidential Information") and not to utilize any of the Confidential Information for our own benefit (or for the benefit of anyone else) other than for the evaluation of the Properties with respect to a potential purchase.

We understand that we may transmit any such Confidential Information to partners, officers, directors, employees or legal, technical or financial advisors (collectively, "representatives") but only to the extent that they need to know the Confidential Information for the purpose of such evaluation. We undertake to inform such representatives of the confidential nature of such information and agree that they will be required to agree to be bound by the terms of this Agreement. We agree to be responsible for any breach of this Agreement by our representatives. We agree that any legal, technical, financial or any other third party advisors that are retained by us, to act on our behalf, will be compensated by us. This shall include outside brokers.

We understand that upon the Vendor's request we will provide all pertinent financials of the company looking to purchase the Properties to the Vendor in a timely manner and that these statements will only be used for the purpose of determining the financial feasibility for this transaction.

All Confidential Information is provided "As Is" and without any representation or warranty whatsoever, whether express or implied, as to its reliability, accuracy or completeness. The undersigned accepts the Confidential Information on an "As Is" basis and further agrees that neither the Vendor, OILC, nor any other author of or person providing the Confidential Information shall have any liability whatsoever to the undersigned or its representatives arising from the use of or any way relating to the Confidential Information.

We agree to read and examine all material(s) provided by the Vendor and CBRE on the Properties and will do so prior to submitting an Agreement of Purchase and Sale or Letter of Intent.

We agree to return or delete all documentation provided herewith, including any notes, copies and digital copies made thereof if we decide not to pursue or complete this opportunity, or at any time, within ten (10) business days of receipt of a written request from the Vendor, OILC or CBRE. We also agree not to use the information provided in any way that is or would be detrimental to the Properties, the Vendor (or any parties assisting the Vendor, including without limitation, OILC), either before or after cessation of our pursuit to purchase of any of the Properties. The provisions of this Agreement are binding on our successors or assigns.

Without the prior written consent of the Vendor or OILC, which consent may be arbitrarily withheld, the undersigned shall not and it shall direct its representatives not to disclose to any other person the fact that the Confidential Information has been made available to the undersigned, that discussions or negotiations are taking place amongst the Vendor and the undersigned and its representative concerning the sale and purchase of the Properties and any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

We acknowledge that the brochure provided in regard to the Properties and the other information being delivered to us with respect to the Properties is subject to the limitations on liability and disclaimers for the protection of the Vendor and CBRE contained in such brochure.

We agree to indemnify and save harmless the Vendor, OILC and CBRE from any claims, losses, damages and liabilities whatsoever (including legal fees on a substantial indemnity basis plus disbursements) arising out of any breach by us or any of our representatives of any of the terms or other provisions of this Agreement. CBRE and the Vendor also reserve the right not to release information.

Continued on next page.

CONFIDENTIALITY AGREEMENT

SEATON LAND BUNDLES 5 & 7 · PICKERING, ON

TO: Her Majesty the Queen in right of Ontario as represented by the Minister of Government and Consumer Services (the "Vendor")
 AND TO: Ontario Infrastructure and Lands Corporation, the authorized agent for the Vendor ("OILC")
 AND TO: CBRE Limited ("CBRE")

The Buyer agrees to continue to work through CBRE Limited for the above mentioned Properties including offers within 12 months after the expiration of the Listing Period, so long as the Buyer wishes to make any offer within said timeframe and the Buyer was introduced to the Properties during the Listing Period or shown the Properties during the Listing Period, which the Buyer has acknowledged by signing below.

The Buyer agrees that any signage CBRE has installed on the Properties shall remain for a period of 6 months after the closing date.

The Buyer agrees that any and all communication with regards to the Properties shall be done so through CBRE. The Buyer and or their representative will not at anytime contact the Vendor directly.

CBRE and the Vendor shall not be responsible for the payment of brokerage or other fees to any outside agents or consultants in connection with this offering. CBRE is exclusively representing the Vendor and will not act on behalf of any potential purchasers. With the execution of this Confidentiality Agreement, the undersigned acknowledges that they are undertaking this investigation of the Properties at their sole risk and expense and that under no circumstances will any amounts expended by the undersigned for its due diligence investigation or review be paid or reimbursed by the Vendor, OILC or CBRE. A fax, scan or electronic submission of a signed copy of this Agreement shall be deemed to be an original signed copy.

THE SECTION BELOW MUST BE COMPLETED AND SUBMITTED TO LSGGA@CBRE.COM IN ORDER TO RECEIVE THE DUE DILIGENCE PACKAGE

(I possess the authority to legally bind the Corporation)

† PROPONENT NAME:	REPRESENTATIVE:
† COMPANY:	COMPANY:
† PRIMARY EMAIL:	PRIMARY EMAIL:
PRIMARY PHONE #:	PRIMARY PHONE #:
ADDITIONAL EMAIL:	DATE:
ADDITIONAL PHONE #:	SIGNATURE:
† DATE:	Please indicate if you would like a follow up call or meeting:
† PRIMARY SIGNATURE:	<div style="display: flex; justify-content: space-around;"> CALL: MEETING: </div>

The button above can be clicked to submit the CA electronically using the Adobe Reader application, once the required fields have been filled.

OR

Please print, complete, sign and scan an email copy to lsggta@cbre.com.

†REQUIRED FIELDS. **Broker *Sales Representative

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