



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 215-97

To repeal By-law No. 200-97
and amend By-law 139-97

WHEREAS the Council of The Corporation of the City of Brampton (the "City") considers it appropriate to amend By-law No. 139-97;

AND WHEREAS the City has received its annual debt and financial obligation limit for 1997 (the "Limit") and the Treasurer of the City has calculated an updated Limit in accordance with Ontario Regulation 799/94, as amended (the "Regulation") prior to authorization of the Agreements (as defined in By-law No. 139-97, as amended by this by-law) and determined that the estimated annual amount payable in respect of the Agreements would not cause the City to exceed its updated Limit, and that the approval of the Agreements by the Ontario Municipal Board ("OMB") pursuant to Section 65 of the Ontario Municipal Board Act in respect of the Regulation is not required;

AND NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS AS FOLLOWS:

1. By-law 200-97, passed the 8th day of September, 1997, is repealed.
2. By-law No. 139-97 passed the 9th day of June, 1997 for the purpose of authorizing the entering into of a ground lease and certain agreements in connection with the development, operation, and management of a municipal capital facility, is amended as follows:
 - (a) The fourth recital is repealed and the following substituted

AND WHEREAS the City deems it appropriate to enter into certain agreements pursuant to Section 210.1(2) of the Municipal Act for the development, operation and management of a mixed-use integrated cultural, recreational and/or tourist municipal capital facility as described in the attached Schedule A (the Facility), for the making of a non-revolving loan (the City Loan) to the Limited Partnership (defined below) in the principal amount of \$6,000,000.00 evidenced by the accounts and records maintained by the City, on an interest-free basis

maturing on August 31, 2034 or earlier at the option of the Limited Partnership for the purpose of funding the pre-construction phase expenses relating to the Facility and the construction and development of the Facility and any improvements thereto, for the granting of a guarantee (the Guarantee) in favour of the Project Lenders (defined below) in a principal amount not to exceed \$15,500,000 and interest thereon with respect to the Project Loan (defined below), for the making of a temporary loan (the "Temporary Loan") in a principal amount not to exceed \$15,500,000.00 evidenced by the accounts and records maintained by the City, with interest at the same rate as the Project Loan (defined below), secured in the same manner as the City Loan and repayable from the proceeds of the Project Loan (defined below) for the purpose of funding the construction and development of the Facility, and for the leasing of a certain parcel or tract of lands underlying the Facility, as described in the attached Schedule B, (the Lands) (all of which, including all related transactions, are collectively referred to as the Project);

(b) Subsections (a) to (f), both inclusive of section 1, are repealed and the following substituted:

(a) a facility provision agreement (the Facility Provision Agreement) between the City and the Brampton Sports Centre Limited Partnership, a limited partnership created under the Limited Partnership Act (Ontario) (the Limited Partnership) to be entered into in September of 1997, in respect of the development and future operation of the Facility the lease of the Lands, the making of the City Loan, the granting of the Guarantee and all other related transactions contemplated in the Facility Provision Agreement;

(b) a loan and priorities agreement (the Loan and Priorities Agreement) between the City, the Limited Partnership and Real Ice Sports Facility Management Services Ltd. to be entered into in September of 1997, substantially in the form presented to the Council of the City, in respect of the making of the City Loan and the granting of the Guarantee;

(c) a ground lease (the Ground Lease) between the City and the Limited Partnership to be entered into in September of 1997, substantially in the form presented to the Council of the City, for the lease of the Lands;

(d) an agreement to amend documents (the "Agreement to Amend Documents") between the City and the Limited Partnership to be entered into in September of 1997 substantially in the form presented to the Council of the City in respect of amendments to the Master Development Agreement, the Ground Lease, the Loan and Priorities Agreement, and the Maintenance and Use Agreement (defined below) which may be

required by Royal Bank of Canada and/or Royal Trust Corporation of Canada or such other lenders who may make the Project Loan (defined below) (the "Project Lenders");

(e) a postponement and subordination agreement (the Postponement and Subordination Agreement) between the City and the Limited Partnership to be entered into in September of 1997 substantially in the form presented to the Council of the City in respect of the loan or loans (the "Project Loan") by the Project Lenders and all security therefor for the construction and permanent financing of the Facility;

(f) a maintenance and use agreement (the "Maintenance & Use Agreement") between the City and the Limited Partnership to be entered into in September of 1997 substantially in the form presented to the Council of the City for maintenance and use of a portion of the Lands.

(g) a letter-agreement (the "Capital and Sponsorship Commitment Letter") to be signed by the City and the Limited Partnership in September of 1997, substantially in the form presented to the Council of the City as a requirement of the City waiving Condition 5.3(2) in the Master Development Agreement.

(h) a letter-agreement (the "Temporary Loan Letter"), to be signed by the City and the Limited Partnership in September of 1997 substantially in the form presented to the Council of the City in respect of the making of the Temporary Loan; and

(i) a Guarantee to the Project Lenders in respect of the Project Loan;

(j) a mortgage by way of sub-lease (the "Leasehold Mortgage") between the Limited Partnership as Mortgagor and the City as Mortgagee to be entered into in September of 1997, substantially in the form presented to the Council of the City in respect of providing security to the City for the City Loan; and

(k) a loan guarantee agreement (the "Loan Guarantee Agreement") between the City and the Limited Partnership to be entered into in September of 1997 with respect to the Project Loan and the Guarantee.

(c) Subsection (3) of Section (c) of Part A of Schedule A is repealed and the following substituted:

(3) a paved outdoor parking facility with a minimum of 1,200 stalls.

3. All of the terms of By-law No. 139-97 remain in full force and effect, unamended, save and except for the provisions hereof.
4. That upon the passing of this by-law, the Clerk of the City shall give written notice of the passing of this by-law to the Minister of Education and Training, pursuant to section 210.1(6) of the Municipal Act.

READ A FIRST, SECOND and THIRD TIME and finally passed, signed, and sealed this 11th day of September, 1997.



PETER ROBERTSON MAYOR



LEONARD J. MIKULICH CLERK

APPROVED AS TO FORM LAW DEPT BRAMPTON
DATE <i>9/11/97</i>