

GTH list of documents not tabled with PAC on Jan.12, 2017

	Activity
1	A letter from Crown Counsel
2	2012-13 Detailed Financial Plan
3	November 25, 2011 Board Information Item: CEO Report
4	November 5, 2011 Board Minutes
5	2012-13 CEO Objectives
6	March 22, 2012 Board Minutes
7	2012-13 Business Plan
8	Internal Email
9	May 24, 2012 Board Information Item: CEO Report
10	May 24, 2012 Board Information Item: Master Land Use, Infrastructure & Operations Report
11	September 19, 2012 Board Minutes
12	September 19, 2012 Board Decision Item: Land Purchase
13	September 19, 2012 Board Information Item: Master Land Use, Infrastructure & Operations Report
14	Internal Email
15	November 22, 2012 Board Minutes
16	Signed land purchase agreement for the south parcel
17	Cabinet Decision Item

18	Appraisal commissioned by Marquart
19	March 21, 2013 Board Information Item: CEO Report
20	Internal Email
21	Internal Email
22	April 7, 2014 Briefing Note: Land sale to MHI
23	Transition Binder update on land acquisition
24	March 31, 2015 Briefing Note: Sale of Topsoil to MHI

NOTE: Highlighted text reflects those documents we are able to release following further review.

OFFER TO PURCHASE AND SALE AGREEMENT
BETWEEN
AVISON YOUNG COMMERCIAL REAL ESTATE (SASK) INC.
AS AGENT FOR PURCHASER
(hereinafter called the "Purchaser")
AND
JOHN WAYNE KAMINSKI AND
AUDREY WOLF-KAMINSKI
(hereinafter called the "Vendor")
THROUGH
AVISON YOUNG COMMERCIAL REAL ESTATE (SASK) INC.
(hereinafter called the "Broker")

1. PROPERTY

AVISON YOUNG COMMERCIAL REAL ESTATE (SASK) INC. AS AGENT FOR PURCHASER. (the "Purchaser") hereby offers to purchase those lands legally known as:

NE Sec 18 Twp 17 Rge 20 W2 Extension 1, Surface Parcel #109447892, in the City of Regina, Saskatchewan consisting of approximately 41.15 acres) of land as illustrated in red on Appendix "A",

2. PRICE

The Purchase Price for the Property shall be:

ONE MILLION FOUR HUNDRED AND FORTY THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$1,440,250) and payable in the following manner:

\$ 10,000 Deposit by cheque within two (2) business days of acceptance by the Vendor and to be held by the Broker. The Deposit shall be held in trust and shall be dealt with in accordance with the terms of this contract.

\$1,430,250 Balance of Cash, to be paid subject to the adjustment herein provided, to the Purchaser's solicitor seven (7) days before the possession date.

\$1,440,250

3. The Purchase price is based on \$35,000 per acre multiplied by 41.15 acres and shall be adjusted accordingly if the actual size differs from 41.15 acres.
4. The transaction of purchase and sale shall be completed on the 30th day following the removal of conditions set forth in Clause 9, or on such other date as the parties may agree in writing (the "Closing Date"), which shall be the date on which vacant possession of the Property shall be

given to the Purchaser. The term "Business Day", when used in this Offer, shall mean a day other than a Saturday, Sunday or statutory holiday in the Province of Saskatchewan.

5. All realty taxes, local improvements and assessment rates, charges under any maintenance or other contract assumed by the Purchaser and any other item normally adjusted for in a transaction of this nature shall be adjusted for proportionately on the Closing Date, with the Closing Date to be for the account of the Purchaser. The Vendor and the Purchase shall readjust all such items to correct any errors made on closing, and to incorporate such items as were omitted on closing (intentionally or unintentionally) not later than the last day of the sixth month following the month in which the Closing Date occurs.
6. The Vendor represents, warrants and covenants with the Purchaser that, save and except as otherwise disclosed to the Purchaser in connection with the deliveries pursuant to Paragraph 11 of this offer:
 - (a) there is not now and will not at the Closing Date be:
 - i) any agreement, right or option for the purchase of the Property other than the agreement resulting from an acceptance of this Offer.
 - ii) any right-of-way or other easement howsoever created upon, over or in respect of the Property as shown on title other than as may constitute a Permitted Encumbrance (as hereinafter defined); and
 - iii) any encumbrance, lien, charge or registration (collectively "encumbrances") except for any Permitted Encumbrances and those encumbrances as determined by the Purchaser in the course of the Due Diligence Period which are to be discharged by the Vendor either on or before the Closing Date, or after the Closing Date pursuant to trust conditions established by the solicitors for the Vendor and the Purchaser pursuant to usual closing mechanics in Saskatchewan real estate transactions;

"Permitted Encumbrances" shall mean any or all of the following encumbrances:

- A. Agreements registered on title to the Property with any municipal, provincial or federal governments or authorities and any public utilities including (without limitation) easements, subdivision agreements, development agreements, site control agreements, engineering, grading or landscaping or similar agreements and which in each case, do not materially adversely affect the present use of the Property;
- B. Easements, restrictions, restrictive covenants, rights of way, permits, licenses and similar rights in real property or any interest therein and which do not materially adversely affect the intended use of the Property;
- C. Reservations, limitations, appropriations, provisos and conditions in the original grant from the Crown and statutory exceptions to title.

- (b) it has received no notice or has knowledge of any restrictions or covenants other than the Permitted Encumbrances and/or those registered against the title to the Property, in any way adverse to its interest therein;
- (c) the Vendor is not now and will not at the Closing Date be a non-resident of Canada as defined by the Income Tax Act (Canada);
- (d) to the knowledge of the Vendor, there are no outstanding orders, notices, breaches of statutory or regulatory requirements, or similar non-compliance requirements relating to the Property, issued by any building, zoning, environmental, fire, health, safety or labour authorities, or from any other federal, provincial or municipal authority.
- (e) the Vendor has no knowledge and has received no notice of any expropriation proceedings or of any action, proceeding or investigation pending or threatened which either affect or may affect the title of the Vendor to the Property; and
- (f) all of the representations, warranties and covenants of the Vendor contained herein shall survive completion of the agreement resulting from the acceptance of this Offer for 12 months after the Closing Date.

7. The Purchaser represents, warrants and covenants with the Vendor that the Purchaser has the corporate power, capacity and authority to enter into and execute and deliver this Offer, and to incur its obligations hereunder.

8. The said Lands and any improvements shall be at the Vendor's risk and be insured by them for the full insurable value until the completion date. In the event of material damage occurring to the property prior to the closing date, the Purchaser shall have the option to accept the proceeds of such insurance claim or terminate this agreement whereupon all deposits and accrued interest will be refundable to the Purchaser and this agreement shall be null and void.

9. This Offer is made subject to the following conditions, which must, unless otherwise indicated, be unilaterally waived by the Purchaser by written notice to the Vendor or the Agent on or before the expiry date for the satisfaction of the respective condition.

- (a) The obtainment by the Purchaser of approval of financing on the terms and conditions satisfactory to the Buyer within (30) thirty days of acceptance of this offer;
- (b) This Offer is subject to the Purchaser, at his sole discretion, being fully satisfied with the Title to the lands, the physical attributes of the property including any easements and the environmental status of the property within (30) thirty days of acceptance of this offer;
- (c) If the Purchaser deems it necessary to conduct environmental testing or inspection to satisfy itself as to the environmental condition of the property, the Vendor shall provide access to the Property for the purpose of such investigation.

10. If the Purchaser does not waive the conditions as outlined in Paragraph 9 within the time period specified, then this Offer shall be null and void and all deposits and the interest accrued shall be refunded to the Purchaser immediately without any set-off, deduction or abatement whatsoever.

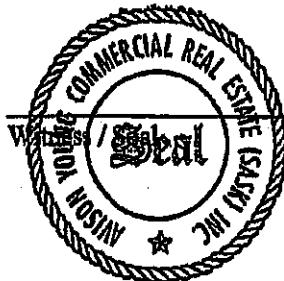
11. **Upon Closing:**

The Vendor shall pay to Purchaser by way of adjustment on the purchase price an amount equal to any prepaid property taxes with respect to the lands.

12. The Property and specific chattels shall be free and clear of any financial encumbrance. The Property may be subject to non-financial encumbrances now on title such as easements and utility rights of way. The Vendor shall pay and discharge any financial encumbrance which is not by this contract specifically assumed by the Purchaser. The Vendor's solicitor shall be permitted to pay and discharge any such encumbrances from the sale proceeds.
13. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
14. Acceptance of this Offer may be communicated by facsimile transmission of an accepted Offer or by Delivery of such a facsimile to the Vendor or the Vendor's agents.
15. This agreement shall be governed by and construed in accordance with the laws of Saskatchewan.
16. All money owing to the Vendor shall be paid to the Vendor's solicitor on or before completion date. If the Vendor agrees to accept monies after the completion date, the Purchaser shall pay interest at the rate of 5% per annum on any money owing to the Vendor at completion date, from completion date until that money has been paid.
17. The transfer of land in registrable form shall be prepared at the expense of the Vendor, and delivered to the Purchaser's solicitor within a reasonable time prior to the completion date. In the event the Vendor does not provide the Transfer of Land to the Purchaser or his solicitor in sufficient time to register prior to the adjustment date, the Purchaser shall not be obliged to pay any interest to the Vendor provided closing funds are paid to the Vendor's solicitor in trust, until the Purchaser has a reasonable time in which to register that Transfer of Land. The Vendor agrees to provide a final statement of adjustments to the Purchaser no later than five (5) business days prior to closing. The Purchaser shall pay for the registration of the Transfer of Title and any mortgage or other financing of the Purchase Price.
18. It is understood and agreed upon that the Vendor will allow the Purchaser to register the transfer of land together with a New Mortgage (if Purchaser chooses to close with mortgage financing) to obtain the advance of mortgage funds provided that the Purchaser's lawyer shall comply with reasonable trust conditions imposed by the Vendor's lawyer until the Vendor has been paid the total purchase price.
19. It is understood and agreed that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this Agreement.
20. In the event the Purchaser, for any reason other than the fault of the Vendor, fails or refuses to complete the purchase of the said Lands as herein provided after all conditions precedent have been satisfied, then this agreement shall be null and void and the entire deposit shall be absolutely forfeited to the Vendor.

21. The Vendor and Purchaser covenant and agree to and with each other to provide to the other, on or before the closing date, its respective GST Registration Number (if applicable). The Vendor further covenants and agrees to cooperate with the Purchaser by making all elections and doing all things reasonable to enable the Purchaser to satisfy the relevant requirements pertaining to GST and to minimize the effect of the GST on the Purchaser provided that in doing so, it does not incur any risk of incurring any tax liability and in any event the Purchaser shall pay the proper amount of GST payable on closing to Revenue Canada and to obtain and furnish to the Vendor a receipt of other evidence of payment and the Purchaser does hereby indemnify and save harmless the Vendor from and against any liability for payment of any GST in respect of the transaction of purchase and sale of the above described lands. The Vendor and the Purchaser agree with each other that the covenants and agreements contained in this clause shall not merge on closing, but shall continue thereafter in full force and effect.
22. The parties to the transaction hereby acknowledge that the Broker is the Agent of the Purchaser, working under a Purchaser Agency Agreement, representing the interest of the Purchaser and the Broker will be compensated through the Vendor.
23. This Offer is irrevocable and open for acceptance until 12:00 p.m. (noon) Regina Time the 26th of November, 2012.

IN WITNESS WHEREOF, the Purchaser has executed this Offer this 23rd day of November, 2012.

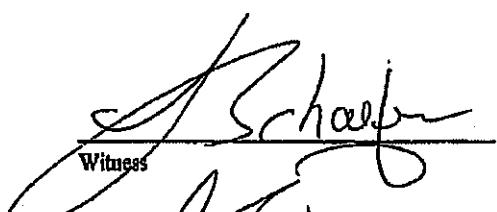
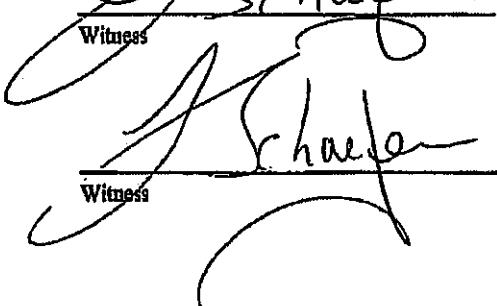



Purchaser - AVISON YOUNG COMMERCIAL REAL
ESTATE (SASK) INC. AS AGENT FOR PURCHASER
PER: DALE GRIESER, PRESIDENT

The Vendor:

- (a) I/WE HEREBY ACCEPT the above offer together with all conditions contained therein and covenant to carry out the sale of the terms and conditions above-mentioned and agree to pay all applicable federal and provincial taxes and further agree that a commission as per the listing agreement to be split 50/50 between ICR COMMERCIAL REAL ESTATE and AVISON YOUNG COMMERCIAL REAL ESTATE (SASK) INC. on completion of the sale or at the time of forfeit.
- (b) I/We further hereby irrevocably and unconditionally direct and authorize my/our Solicitor, or any other Solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing.

IN WITNESS WHEREOF the VENDOR has executed this agreement at Regina
this 23 day of Nov, 2012.


Witness

Witness


Vendor - JOHN WAYNE KAMINSKI

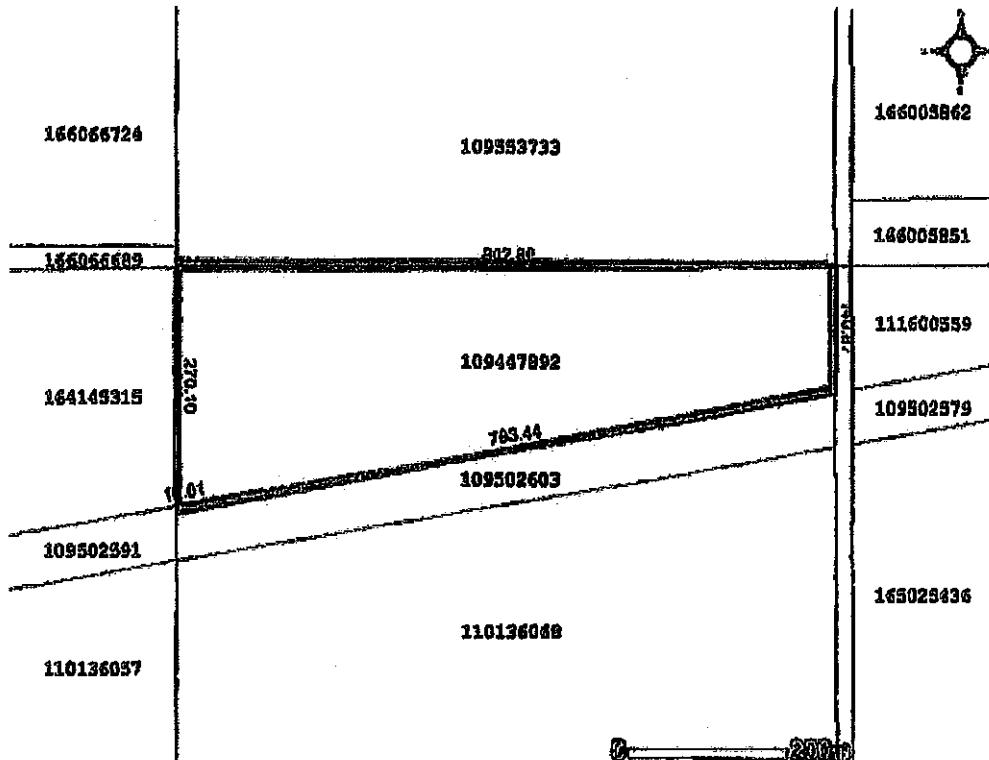
Vendor - AUDREY WOLF-KAMINSKI

Appendix "A"



**Information
Services
Corporation**
of Texas/Louisiana

**Surface Parcel Number: 109447892
LLD: NE 16-17-20-2 Ext 1
Parcel Class Code: Parcel (Generic)
Area: 16.854 hectares (41.15 acres)
Request Date: 7-Nov-2012 1:48:22 o'clock PM CST**



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.

NOTICE TO REMOVE CONDITIONS

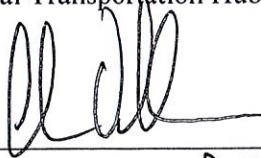
TO WHOM IT MAY CONCERN:

**RE: NE Sec 18 Twp 17 Rge 20 W2 Extension 1, Surface Parcel #109447892,
in the City of Regina, Saskatchewan**

Global Transportation Hub authorizes Avison Young Commercial Real Estate (Sask) Inc. to remove conditions contained in Clause 9 (a), (b), and (c) of the Offer to Purchase and Sale Agreement for the aforementioned property dated November 23, 2012 subject to an adjustment in the purchase price to \$30,000.00 per acre for a total purchase price of \$1,234,500.00 (\$30,000 x 41.15 acres).

Dated at Regina, this 19th day of December, 2012.

Global Transportation Hub



Name: CHRIS DICKSON
Title: PRESIDENT & COO

ISSUE: Land Acquisition

Issue:

Why did the GTH purchase the 204 acres of land east of the footprint?

Talking Points:

- Securing this property supports the development of the West Regina Bypass and interchange access to the GTH.
- This has always been a part of the GTH's development and servicing plans. Free flow access to the West Regina Bypass has been a key element of the value proposition for the GTH from its inception.
- Access to the national highways system is critical to current GTH and future clients as it allows for safe and reliable truck movements
- Ongoing communications with clients and prospective clients of the GTH have always included the commitment by government that a free flow access would be built.
- Acquisition of these lands at this time will ensure no delay occurs in planning for the interchange and preparation for construction.
- The land was purchased in a fair market process based on two market appraisals to determine the purchase price.

