1294 Balmoral Building
<table>
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<th>Date</th>
<th>Source</th>
<th>Title</th>
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<td>August 14, 1997</td>
<td>Board of Governors Minutes, 1997-1998</td>
<td>'Land for Technopark'</td>
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<tr>
<td>June 2, 1998</td>
<td>Board of Governors Minutes, 1997-1998</td>
<td>NOTC Agreement</td>
</tr>
<tr>
<td>April 19, 1999</td>
<td>Board of Governors Minutes, 1998-1999</td>
<td>Agreement between the Lakehead University Board of Governors and the NOTC Inc.</td>
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Carried unanimously.

Technology Centre

negotiated between the Board of Governors and the Northwestern Ontario Northwestern Ontario Technology Centre, with any detailed agreement to be

a contribution of three acres of land for the purpose of establishing the

Committee, on behalf of the Board of Governors, recommends, in principle,

Moved by Dr. Rosenthal, seconded by Mr. Gordon that the Executive

background to this proposal.

A document outlining a proposal to involve Lakerhead as a partner in the establishment

land for Technopark
THE NORTHWESTERN ONTARIO TECHNOLOGY CENTRE

BUSINESS PLAN
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Executive Summary

Technology Centres have a major role to play as the economy becomes increasingly technology based. Technology Centres are effective and efficient mechanisms for the transfer of technology from the research labs to the private sector, and ultimately the market place. Such centres play a vital role in the development, commercialization, and growth of new ventures resulting in job creation and general economic development.

In 1991, 481 companies, which evolved from Technology Centres in the United States were tracked. Seventy-six percent were still in existence after 5 years; of these 82% are located in the local community of the centre. These numbers compare favourably to the normal 20% of new businesses that survive after 5 years of operation.

MISSION STATEMENT

The Northwestern Ontario Technology Centre will act as a catalyst to:

1. Create jobs by supporting technology-based entrepreneurs to establish and expand their businesses.
2. Contribute to the long term economic growth of Thunder Bay and Northwestern Ontario.
3. Create conditions favourable for technology transfer to industry through development and commercialization of advanced-technology companies.
4. Encourage ongoing co-operation between business, education and government.

SCOPE

The primary focus of the Northwestern Ontario Technology Centre is to provide a setting for businesses to create and expand new employment.

OPERATIONAL ORGANIZATION

The Northwestern Ontario Technology Centre Inc. is a not for profit corporation registered in the province of Ontario. A twelve person Board of Directors is comprised of community minded people.

<table>
<thead>
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<th>Board of Directors</th>
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<tr>
<td>1 Thunder Bay Telephone</td>
</tr>
<tr>
<td>1 Development Thunder Bay</td>
</tr>
</tbody>
</table>
6 Private Sector Businesses  
2 Regional Representatives  
1 Lakehead University  
1 Confederation College  

LOCATION

A number of sites were considered for the Centre. In July 1997, a survey of potential tenant was conducted. Seventy (70%) of the respondents indicated a preference to be located close to the University.

In August 1997, an advertisement was placed in the local newspaper requesting expressions of interest from parties who had a building for lease or sale suitable for offices, meeting rooms, and wet and dry labs.

In August 1997, the Lakehead University Board of Governors offered to provide three (3) acres of land as a site for the Northwestern Ontario Technology Centre (terms of the contribution to be negotiated with NOTC). The land is valued at $450,000.

On October 6, 1997, the Board of Directors voted to proceed with a new facility to be located on lands provided by Lakehead University subject to the successful negotiations of terms re: the land contribution.

ANCHOR TENANTS

Thunder Bay is fortunate to have a number of programs targeted at supporting the development of Small Business. However, the budding entrepreneur is not always aware of these programs because the program offices are dispersed throughout the City.

Successful Technology Centres draw together the business development programs as "Anchor Tenants".

Examples include:
1. The Industrial Research Assistance Program (IRAP)
2. Self Employment Assistance Program (SEA)
3. FEDNOR - Technology Officer

EXPENSES AND RECOVERIES

Expenditure and recovery forecasts indicate the operation would break even in year one, have a deficit of $31,960 in the second year, and have positive cash flows in years 3, 4, and 5 of $15,100, $13,760 and $26,520 respectively.
BUSINESS PLAN

INTRODUCTION

The "Technological Revolution" is quickly evolving and as a city and a region, Thunder Bay must evolve with the changing world or otherwise risk a stagnant and/or eroded economic base.

Technology Centres have a major role to play as the economy becomes increasingly technology-based. Technology Centres are effective and efficient mechanisms for the transfer of technology from the research labs to the private sector, and ultimately the market place. Such centres play vital roles in the development, commercialization, and growth of new ventures resulting in job creation and general economic development.

Many new businesses fail within five years because they can not endure the many obstacles encountered by entrepreneurs. Most new start-ups are by individuals and small businesses that can not afford high overhead costs (e.g. photocopier, fax machine, receptionist). These obstacles are more pronounced for knowledge-based, technologically innovative businesses due to higher financing costs and a greater perception of risk by lenders. Given the increasing world-wide growth towards technological innovation, it is time for Thunder Bay to diversify its resource-based economy and accommodate the wealth of today’s ideas waiting to be developed. Often these ideas only need nurturing and initial support through cost sharing, access to expertise in product development and marketing, and an atmosphere that facilitates the flow of ideas and knowledge.

The key issues of implementing and developing a multi-tenant technology-related facility in Thunder Bay, herein after referred to as The Northwestern Ontario Technology Centre (NOTC) are part of this business plan. The centre will act as a business incubator, by providing companies with supportive services which will foster healthy growth until they have matured enough to be self-sufficient.

Thunder Bay is fortunate to have a strong economic base to build on. With the city at the centre of Ontario’s forestry and pulp and paper operations, the natural transition into related resource-technology innovations makes sense. This can only benefit Thunder Bay - not only through the high-paying jobs which result, but also by improving the competitiveness of the existing resource industry. In addition, having Bombardier’s commuter vehicle plant situated in Thunder Bay, the Centre may prompt the company to expand its branch of research and development locally. Other potential avenues for innovation include the region’s telecommunications and mining sectors, local grain handling and shipping, and tourist-related sub-markets such as skiing, fishing, hunting, hiking and camping.

...... 2
The following have been identified as ways that a Technology Centre will benefit the region:

- Stimulate the growth of companies which produce "knowledge intensive" final products or services.

- Provide knowledge based resources for the traditional industries, thus, enhancing their competitiveness and the proportion of knowledge in their value added.

- Increase the rate of business formation.

- Increase the success ratio of new ventures.

- Facilitate the transition from a "basement based" venture to a "real firm".

- Increase the competitive position of small business.

- Stimulate specific industries - broadening the economic base.

- Reduce structural unemployment by stimulating self-reliance and self-employment.

- Reduce public expenditures on the unemployed (Employment Insurance and Social Assistance).

- Increase utilization of the existing infrastructure and facilities (buildings).

- Create jobs by supporting technology-based entrepreneurs to expand their businesses by developing their product and services.

- Retention of accountants, technicians, engineers and graduate students within the city.

- Contribute to the long-term economic growth of Thunder Bay and Northwestern Ontario through the development and commercialization of high-technology industries and the creation of well-paying jobs.

- Create conditions favourable for technology-transfer from the university lab to industry through development and commercialization of advanced-technology companies.

- Encourage ongoing co-operation between business, education and government.

In 1991, 481 companies, which evolved from Technology Centres, in the United States were tracked and of those 76.3% are still in existence, 14.8% have discontinued and 8.9% have merged since leaving the Centres. These numbers compare favourably to the normal 20% of new businesses that survive after 5 years of operation. Of the 76.3% graduate companies still in existence, 82% are located in the local community of the Centre.
Article One - Development of a Technology Centre

1.01 NOTC agrees to develop and operate a technology centre (the "Technology Centre") on the Property as contemplated in the business plan prepared on behalf of NOTC, a copy of which is attached hereto as Schedule "A" (the "Business Plan").

Article Two - Utilization of the Property

2.01 NOTC agrees to provide the University with a right of use and/or easement over portions of the Property for existing utility services and for utility services that may be required by the University in the future to service its adjoining properties.

2.02 The University acknowledges having received from NOTC a copy of the sketches showing the building being constructed on the Property. The University hereby provides its consent to the construction of such building on the Property. Any material changes to the structure or the exterior construction of the building on the Property will require the express written consent of the University, such consent not to be unreasonably withheld.

2.03 The Property shall be landscaped by NOTC in a reasonable manner commensurate with a building of this kind. Once finalized, NOTC shall provide a copy of the landscaping plan to the University. It is acknowledged that NOTC has prepared a side and drainage plan (the "Drainage Plan") showing the grading and drainage of the Property and has supplied a copy to the University. It is understood that NOTC will grade, landscape and drain the Property in accordance with the Drainage Plan.

Article Three - Board of Directors

3.01 If requested in writing by the University, NOTC will make available one (1) position on its board of directors for a representative to be appointed by the University. In this regard, NOTC agrees if necessary to make the appropriate changes to its charter and/or its by-laws to accommodate the foregoing.
MEMORANDUM

TO: Board of Governors' Executive Committee

FROM: Dr. John Whitfield, Interim President

DATE: June 2, 1998

SUBJECT: NORTHWESTERN ONTARIO TECHNOLOGY CENTRE AGREEMENT

At the August 14th, 1997 meeting of the Executive Committee of the Board of Governors, a motion was passed to donate three acres of University land for the purpose of establishing the Northwestern Ontario Technology Centre (NOTC).

This Centre - a not-for-profit corporation with representation from the private sector, the City, the College, the University and the region - has a mandate to create jobs in technology based industries, contribute to the long-term growth of Thunder Bay and Northwestern Ontario and facilitate co-operation between business, education and government.

To effect the land transfer, I asked Mr. Walsh, Executive Director, University Services and Mr. Les Miller, Director of Finance, to meet with Mrs. Sharon Hacio and Mr. Ray Rivard representing NOTC. They met on several occasions, and also worked with the University’s solicitor, Mr. Richard Buset, to draft the appropriate agreements.

With reference to these agreements, Mr. Buset suggested that we negotiate two related agreements. The first agreement, attached hereto, represents the conditional "sale" of three acres of land to NOTC for the sum of $1.00. The second agreement, yet to be negotiated, will deal with such issues as easements, the aesthetics and appearance of the NOTC building, overall landscaping of the property and the consequences of NOTC’s possible discontinuance or dissolution.

I have now received confirmation from Sharon Hacio, President that the NOTC Board of Directors approved this agreement at its May 28th, 1998 Board Meeting.

It is my recommendation that the Executive Committee of the Board approve the transfer of three acres of University land to the Northwestern Ontario Technology Centre, Inc. as per the attached Purchase and Sale Agreement.

[Signature]

JOHN WHITFIELD
of Anthropology and Visual Arts.

Appointments of Chair had been approved, for a one-year period, in the Departments

Chair Appointments - Departments of Anthropology, Music

operational review, as outlined in option 1 of the circulated document.

The Executive Committee had approved a request for joint funding of the Outreach

Joint Funding of Outreach Operational Review

or its interests while entering into an arrangement which would be mutually beneficial.

Administrative is looking at options that will allow the University to maintain control

Paloo DNA lab and, hopefully, for a forensic DNA lab which would generate revenue.

Proposal is for a work so that the interests of the University would be protected. Proposal is for a

administration was still look at the most appropriate way to make the arrangement

document which had been circulated with the Agenda. The President added that

The Executive Committee had approved a proposal in principle as outlined in the

Paloo-DNA Laboratory

Meeting of November 25, 1998

Items approved by the Board Executive, on behalf of the Board of Governors at the Special

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Minutes of the Board of Governors' Meeting (98-177)

held on Thursday, December 3, 1998
THIS AGREEMENT DATED THIS 19TH DAY OF APRIL, 1999.

EXECUTED

September 2, 1999

# 6

BETWEEN:

THE BOARD OF GOVERNORS
OF LAKEHEAD UNIVERSITY
(hereinafter called the "Vendor")
OF THE FIRST PART

- and -

NORTHWESTERN ONTARIO
TECHNOLOGY CENTRE INC.
(hereinafter called the "Purchaser")
OF THE SECOND PART

WHEREAS the Vendor and the Purchaser have entered into an agreement of purchase and sale (the "Agreement of Purchase and Sale") wherein the Vendor agreed to sell to the Purchaser and the Purchaser agreed to purchase from the Vendor the lands legally described as follows:

Part of the Southeast Quarter of Section 50, Township of McIntyre, now City of Thunder Bay, District of Thunder Bay designated as Parts 2, 4, 5, 7, 8, 9, 10 and 11 on Reference Plan 55R-10769;

(the "Property");

AND WHEREAS the Vendor and the Purchaser wish to amend the terms of the Agreement of Purchase and Sale as hereinafter set out.

NOW WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The closing date (the "Closing Date") referred to in paragraph (5) of the Agreement of Purchase and Sale shall be amended to August 31, 1999.
2. The Vendor agrees to provide a loan to the Purchaser in the principal amount of five hundred fifty thousand ($550,000.00) dollars to assist the Purchaser with respect to the construction of the building on the Property (the "Project") with the details of the loan to be as follows:

(a) The loan shall bear no interest and shall be repayable in full on the earlier of the Closing Date for the transaction involving the purchase by the Vendor from the Purchaser of the fourth floor condominium unit or July 15, 2000.

(b) Advances will be made under the loan by the Vendor on the fifth (5th) day of each month commencing May 5, 1999 and continuing monthly thereafter until the Project is completed.

(c) At the end of the month immediately prior to the date of advance, the architect for the Project will provide a certification as to the percentage completion of the Project as of that date. A copy of this certification will be provided to the Vendor at least two days prior to the scheduled date of advance.

(d) Based on the architect's certificate, the Vendor will advance funds each month based on the following formula:

\[ \text{i) } \quad 550,000.00 \times A \times 90\% - B \]

where \( A \) = the percentage completion of the building as certified by the architect for the Project
where \( B \) = the total of all amounts previously advanced by the Vendor to date.

\[ \text{ii) } \quad \text{The final advance will be the sum of fifty-five thousand (}$55,000.00)\text{ dollars and this sum shall be regarded as a holdback for the purposes of the Construction Lien Act (Ontario) and will be advanced by the Vendor to the Purchaser forty-five (45) days after the date that the Project is certified to be substantially complete by the Project architect.} \]
negotiations in respect of such objections shall be at an end and all monies paid shall be returned without interest or deduction and the Vendor and his agents shall not be liable for any costs or damages. Save as to any valid objection so made within such time, and except for any objections going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property. Vendor hereby consents to the municipality releasing to Purchaser details of all outstanding work orders or deficiency notices affecting the property, and Vendor agrees to execute and deliver to Purchaser or his solicitor such further authorizations in this regard as Purchaser may reasonably require.

8. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a binding agreement of purchase and sale between the Purchaser and Vendor.

9. Vendor and Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

10. Purchaser shall not call for the production of any title deed, abstract, or other evidence of title to the property except such as are in the possession or control of Vendor. Vendor agrees that, if requested by the Purchaser, he will deliver any sketch or survey of the property in his possession or within his control to Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of mortgage or charge held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, ou: of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

11. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantual damage, Purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a mortgage or a charge, or Purchaser is assuming a mortgage or a charge, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect the Vendor's or other mortgagee's interest on completion.

12. Provided that this agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor on or before completion and Vendor hereby covenants to proceed diligently to obtain any necessary consent on or before completion.

13. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Vendor's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.

14. Any rents, mortgage interest, realty taxes, including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

15. The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form by the Vendor, and any mortgage or charge to be given back by the Purchaser to the Vendor at the expense of the Purchaser. If required by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Clauses 50(2)(2) of The Planning Act, 1930 as amended.

16. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.

17. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day set for completion of this Agreement. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

18. THE VENDOR WARRANTS THAT SPOUSAL CONSENT IS NOT NECESSARY TO THIS TRANSACTION UNDER THE PROVISIONS OF THE FAMILY LAW ACT, 1950 as amended, UNLESS THE VENDOR'S SPOUSE HAS EXECUTED THE CONSENT HEREINAFTER PROVIDED.

19. The Vendor represents and warrants to the Purchaser that during the time the Vendor has owned the property, the Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde and that to the best of the Vendor's knowledge, no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

20. THE PURCHASER IS HEREBY NOTIFIED THAT A CONSUMER REPORT CONTAINING CREDIT AND/OR PERSONAL INFORMATION MAY BE REFERRED TO IN CONNECTION WITH THIS TRANSACTION.
21. The Vendor hereby appoints its solicitor as its Agent for the purpose of giving and receiving notices pursuant to this Agreement.

22. If there is a conflict between any provision written or typed in this Agreement (including any Schedule to this Agreement) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedules attached hereto, and the Supplementary Agreement shall constitute the entire agreement between the Purchaser and the Vendor. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the property or supported hereby, other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

23. Prior to the Closing Date, the Purchaser shall arrange for registration under the Excise Tax Act (Canada) for Goods and Services Tax (GST) purposes and shall provide the Vendor with a statutory declaration of an officer of the Purchaser confirming the registration number for the Purchaser for GST purposes. After the closing of this transaction, the Purchaser file with Revenue Canada the necessary forms for GST relative to this purchase transaction.

24. All of the Vendor's legal costs with respect to the transactions contemplated by this Agreement shall be paid by the Purchaser on closing.

25. Any environmental assessment for the Property will be as may be required by the Purchaser or its funding agency at the expense of the Purchaser.

DATED at THUNDER BAY, ONTARIO this day of May, 1998

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

NORTHWESTERN ONTARIO TECHNOLOGY CENTRE INC.

Per: ___________________________ DATE ____________

(Purchaser) __________________________ (Name & Title)

Per: ___________________________ DATE ____________ C/S

(Purchaser) __________________________ (Name & Title)

The undersigned accepts the above Offer.

DATED at THUNDER BAY, ONTARIO this day of May, 1998

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY

Per: ___________________________ DATE ____________

(Vendor) __________________________ (Name & Title)

Per: ___________________________ DATE ____________

(Vendor) __________________________ (Name & Title)

We have authority to bind the Corporation.

We acknowledge receipt of our signed copy of this accepted Agreement of Purchase and Sale, a copy of which shall be forwarded to our solicitor.

We acknowledge receipt of our signed copy of this accepted Agreement of Purchase and Sale, a copy of which shall be forwarded to our solicitor.

________________________________ DATE ____________

(Purchaser)

________________________________ DATE ____________

(Vendor)

________________________________ DATE ____________

(Vendor)

ADDRESS:

TELEPHONE NO.

VENDOR'S SOLICITOR

ADDRESS

TELEPHONE NO.

PURCHASER'S SOLICITOR: RICHARD J. BUSSET

ADDRESS: 1121 Barton Street, Thunder Bay, Ontario P7B 6N3

TELEPHONE NO. (807) 623-2500 (Fax) 622-7908
ONTARIO REAL ESTATE ASSOCIATION
AGREEMENT OF PURCHASE AND SALE

PURCHASER, NORTHWESTERN ONTARIO TECHNOLOGY CENTRE INC., offers to buy from
VENDOR, BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY, the following

PROPERTY: Approximately a Three (3) acre parcel of land located at the Southeast Corner of the Lakehead University and
which parcel of land is legally described as Part of the Southeast Quarter of Section 50, Township of McIntyre, now City of
Thunder Bay, District of Thunder Bay designated as Parts 2, 4, 6, 7, 8, 9, 10 and 11 on Reference Plan 5SR-10769 in the City
of Thunder Bay, District of Thunder Bay (the "Property") at the PURCHASE PRICE OF ONE Canadian Dollars ($1.00 Can) on
the following terms:

1. Purchaser submits with this offer ONE Dollar ($1.00) cash, receipt of which is hereby acknowledged, as a deposit to
be held by it in trust pending completion or other termination of this Agreement and to be credited towards the
Purchase Price on completion.

2. Purchaser agrees to pay the balance of the purchase price, subject to adjustments in cash or by certified cheque to
the vendor or its solicitor on closing.

2(a) THIS AGREEMENT IS CONDITIONAL UPON THE FOLLOWING:

(i) The Purchaser obtaining sufficient funding to construct a Technology Centre on the Property and the
Purchaser providing written confirmation thereof to the Vendor.

(ii) The Vendor and the Purchaser entering into an Agreement (the "Supplementary Agreement") on terms
satisfactory to both the Vendor and the Purchaser relating, but not restricted to, the following items:

A. access to the Property;
B. utility easements;
C. the general overall landscaping of the Property;
D. the general overall aesthetic appearance of the Technology Centre building on the Property;
E. the encumbering of the Property;
F. the discontinuance of the business operations of the Technology Centre; and
G. the dissolution of the Purchaser.

These conditions are included for the benefit of the Vendor and may be waived by the Vendor at any time prior to
closing. In the event that these conditions or either of them are not satisfied by the date of closing, then this
Agreement shall at the option of the Vendor be declared null and void and the Purchaser shall be entitled to a return
of its deposit without interest or deduction.

2(b) It is acknowledged by the Vendor and the Purchaser that it may be necessary for an application to be made to the City
of Thunder Bay to have the Property rezoned to accommodate the use of the Property for a Technology Centre as
contemplated by the Purchaser. In addition, it will be necessary to make application to the Committee of Adjustment
for the City of Thunder Bay to sever the Property from other properties owned by the Vendor. It is agreed by the
Vendor and the Purchaser that both applications will be made by the Vendor and both applications will be subject to
the prior approval of the Purchaser. All costs including legal costs with respect to these applications shall be the
responsibility of the Purchaser. In the event that such applications are not approved prior to the closing date, then
this Agreement shall be rendered null and void and the Purchaser shall be entitled to a return of its deposit without
interest or deduction.

3. Purchaser and Vendor agree that all existing fixtures are included in the Purchase Price except those listed hereunder:
NIL and that the following chattels are included in the Purchase Price: NIL.

4. Purchaser agrees that this Offer shall be irrevocable by him until 5:00 p.m. on the 31st day of May, 1998, after which
time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest
or deduction.

5. This Agreement shall be completed on the 31st day of March, 1999, (the "Closing Date"). It is hereby agreed to that
the parties hereto shall have the right to move up or extend the Closing Date upon Two (2) weeks advance notice:
provided that the Closing date shall not be extended beyond December 31, 1999.

6. Purchaser shall be allowed until 4:59 p.m. on the 23rd of March, 1999 to examine the title to the property, at his own
expense, to satisfy himself that there are no outstanding work orders affecting the property, that its future intended
use may be lawfully commenced, and that the principal building may be insured against risk of fire.

7. Provided that the title to the property is good and free from all restrictions, charges, liens, claims and encumbrances,
except as otherwise specifically provided in this Agreement, and save and except for:
(a) any registered restrictions or covenants that run with the land, provided that such are complied with;
(b) any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity,
water, sewage, gas, telephone or cable television or other telecommunication service, providing such have been
complied with or security has been posted to ensure compliance and completion as evidenced by letter from the
relevant municipality or utility supplier; and
(c) any minor easements for the supply of utility service to the property or adjacent properties.
If within the specified times referred to above, any valid objection to title or to any outstanding work order or
deficiency notice, or to the fact that the present use may not be lawfully continued, or that the principal may not be
insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove,
remedy or satisfy and which Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or
BACKGROUND

The purpose of this submission is to request the support of the University Board of Governors for a contribution of three acres of land for the establishment of the Northwestern Ontario Technology Centre.

The Northwestern Ontario Technology Centre (Technopark) is a concept that has been a long time in the making and is on the verge of becoming a reality. A not-for-profit corporation has been formed with representation from the private sector, the City, the University, the College and the region.

The Mission Statement states that the Northwestern Ontario Technology Centre will act as a catalyst to:

1. Create jobs by supporting technology-based entrepreneurs to establish and expand their businesses.
2. Contribute to the long-term economic growth of Thunder Bay and Northwestern Ontario.
3. Create conditions favourable for technology transfer to industry through development and commercialization of advanced technology companies.
4. Encourage on-going co-operation between business, education and government.

The Technology Centre represents an opportunity for University researchers and budding entrepreneurs to make the transition from an academic environment to a business setting. One of the key elements necessary for the Technology centre to be successful is that there needs to be a strong relationship nurtured between the University and the Centre.

PROPOSED MOTION:

The Executive Committee, on behalf of the Board of Governors, recommends a contribution of three acres of land for the purpose of establishing the Northwestern Ontario Technology Centre.
Article Four - NOTC Funding

4.01 It is acknowledged by NOTC that it has obtained its funding for the construction of the building on the Property from various funding agencies and that no formal mortgage financing will be required from any third party in order to complete the Project. NOTC will not mortgage or charge the Property without the express written consent of the University.

Article Five - Default

5.01 NOTC shall be in default under the terms of this agreement upon the occurrence of any of the following:

(a) the failure on the part of NOTC to correct or remedy a breach of section 4.01 of this Agreement within thirty (30) days after receipt of written notice from the University.

(b) the bankruptcy or insolvency of NOTC

(c) the appointment of a receiver, trustee, monitor or liquidator for NOTC or for any assets of NOTC;

(d) the institution by or against NOTC of any type of insolvency proceeding or creditor rearrangement;

(e) the discontinuance by NOTC of the operation of the building located on the Property as a Technology Centre as contemplated by the terms of the Business Plan; or,

(f) the Board of Directors of NOTC passing a resolution to wind up or dissolve NOTC;

(the "Events of Default").

Article Six - Remedies in the Event of Default

6.01 Where there is an Event of Default, the University shall be entitled to exercise either or both of the following remedies:
(a) the University shall be entitled to register the Transfer/Deed of Land of the Property in favour of the University referred to in Section 7.01 hereof;

(b) the University shall be entitled to enforce the University Mortgage in accordance with its terms and/or the Mortgages Act (Ontario).

Should an Event of Default occur and the University exercise any or all of its remedies referred to in this paragraph, NOTC shall surrender possession of the Property to the University subject to any tenancies that may be outstanding.

Article Seven - Security Documentation

7.01 It is acknowledged by the parties that the University has transferred Property to NOTC for nominal consideration in order for NOTC and on the condition that NOTC develop the Technology Centre in accordance with the Business Plan. Given that the present fair market value of the Property is four hundred fifty thousand ($450,000.00) dollars, it is the intent of the University and NOTC that the University’s financial contribution to NOTC to develop the Technology Centre will be secured and protected in the event that there shall be an Event of Default. To this end, NOTC agrees to provide security to the University as follows:

A. A mortgage (the "University Mortgage") on the Property incorporating the following terms:

(a) the mortgage will be in the principal sum of four hundred fifty thousand ($450,000.00) dollars;

(b) the principal amount of the mortgage shall bear interest at the rate of fifteen (15%) percent per annum calculated and compounded semi-annually. Interest will accrue but will not be payable until such time as there shall be an Event of Default under the terms of this Agreement in which case the balance of principal and interest then outstanding shall become due and payable;

(c) the principal shall be repaid in equal annual instalments of ten ($10.00) dollars.
B. A Transfer/Deed of Land of the Property in favour of the University duly executed by NOTC.

**Article Eight - Additional Obligations of NOTC**

8.01 NOTC shall upon request provide the University with written verification that it has paid all municipal taxes relative to the Property or any parts thereof (including any condominium units) owned by NOTC.

8.02 On an annual basis, NOTC shall upon request provide the University with written acknowledgement of the amount owing by it to the University under the University Mortgage.

**Article Nine - Registration of Documents**

9.01 The University shall have the right, at its cost, to register this Agreement or any notice thereof on the title to the Property.

**Article Ten - General Provisions**

10.01 **Time of Essence** Time shall be of the essence in this Agreement provided that the time for doing or completing of any matter provided for in the Agreement of Purchase and Sale may be extended or abridged by an agreement in writing signed by the University and NOTC of by their respective solicitors who may be specifically authorized in this regard.

10.02 **Enurement** This Agreement shall enure to the benefit and be binding upon the successors and assigns of the University and NOTC.

10.03 **Notices** All notices, requests, demands or other communications (collectively "Notices") by the terms hereof required or permitted to be given to one Party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other Party as follows:

if to NOTC:
Northwestern Ontario Technology Centre Inc.
1294 Balmoral Street  Suite 150
Thunder Bay, Ontario
P7B 5Z5

if to the University:

LAKEHEAD UNIVERSITY
955 OLIVER ROAD
THUNDER BAY ONTARIO
P7B 5E1
Attention: President
By Facsimile to 346-7920

or at such other addresses as may be given by such person to the other Parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

10.04 Additional Documents. The Parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

10.05 Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.