

## Appendix A: Proposed Lease Amending Agreement Terms and Conditions

- Property Address:** 2445 Lake Shore Boulevard West
- Premises:** Total Area: Approximately, 8,100 square feet  
**Plus approximately, 1,200 square feet of proposed addition (the "Addition")**
- Tenant:** Storefront Humber Incorporated (amend the lease to correct the name of the tenant which currently lists Storefront Humber Inc.)
- Lease Condition:**
1. The Tenant shall provide the Landlord with evidence satisfactory to the Chief Corporate Officer that the Tenant has raised sufficient funding and/or binding financing commitments to complete all 1,200 square feet of the Addition.
  2. The Tenant shall complete construction of the Addition at estimated cost \$750,000 by December 31, 2014 in accordance with all applicable laws and requisite approvals, and policies, including any rezoning, official plan amendments, site plan approvals to permit construction and building permits (all to be obtained by the Tenant at its expense), and binding construction and architects' agreements therefore approved in writing by the City, and in form acceptable to the City Solicitor;
  3. As security for any liability, damages or expense that the City may incur arising from any construction lien or other liens or orders for the payment of money made against the leased premises and the additional expansion of 1,200 square feet either a Completion Bond or Letter of Credit in favour of the City of Toronto equal to one hundred and twenty (120%) of the estimated cost of the design, construction and provision all such work, or such lesser amount as the respective City official may accept, to ensure the absence and removal of any construction lien claim, and the satisfactory completion of all such work in accordance with the lease requirements.
  4. The Tenant shall adhere to and comply with the City of Toronto's "*Fair Wage*" and "*Labour Trades Contractual Obligations in the Construction Industry*" policies until completion of construction. The Tenant will provide the

City with a satisfactory release and indemnity relating to these issues.

5. The City will not provide any release and/or indemnity to the Tenant regarding any labour or employment issues.

6. Tenant will make a capital contribution of approximately \$750,000 to renovate its premises. Tenant will provide all costs to maintain and operate premises and pay City property taxes.

**Use:** The Tenant shall only use the premises in accordance with the lease and its service agreement with the City

**Rent:** This non-profit Tenant will pay \$1.00 per year for Basic Rent.

**Additional Rent:** The Tenant is responsible for all operating costs in an amount to be determined by the Chief Corporate Officer, in consultation with the Executive Director of Social Development, Finance & Administration and General Manager of Parks Forestry & Recreation, and is also responsible for any other applicable additional costs related to the premises.

**Lease Term:** The existing lease term is 20 years, expiring May 31, 2016. There is no right to extend or renew the lease.