

Appendix 4

Major Terms and Conditions of the Relocation Agreement

Purpose	The Relocation Agreement sets out the terms and arrangements for the relocation of Eva's Phoenix from 11 and 25 Ordnance Street to a Replacement Facility, which the parties have agreed will be 60 Brant Street. Eva's will design the renovation, seek site plan approval and building permits and manage renovation activity under a licence from Build Toronto (after title transfer) and drawing upon a financial contribution from the partners with respect to the Ordnance project.
Premises:	Replacement Facility - approximately 1,500 m ² (16,151 ft ²) of lot area and up to a proposed 3,813 m ² (41,833 ft ²) of floor area for transitional housing, counselling and training space (printing shop) at 60 Brant Street shown as Part 3 on registered plan 66R -26783.
Parties:	Build Toronto Inc., Eva's Initiatives, Whitecastle New Urban Fund, L.P. and Build Toronto Holdings (Ordnance) Inc., and City of Toronto
Background	In 2012, with the transfer of the 11 and 25 Ordnance Street property by the City to Build Toronto, the Eva's Phoenix lease was assigned to Build Toronto and subsequently to Whitecastle New Urban Fund, L.P. and Build Toronto Holdings (Ordnance) Inc., the partners in the redevelopment of the Ordnance property.
Term:	Eva's current lease term at 11 and 25 Ordnance Street ends September 1, 2014 and Eva's will be entitled to extend the expiry date of the lease up to December 31, 2015, if the replacement facility is not ready for occupancy earlier.
Condition of Replacement Facility	Eva's to accept the premises "as is, where is" subject to Build Toronto providing a survey of the property and a Record of Site Condition that allows Eva's to occupy the completed premises.
Existing Tenancies	PMMD currently occupies 60 Brant St and must be relocated in order for Eva's to commence its renovation work. Build Toronto and the City will work co-operatively to relocate PMMD as soon as reasonably possible to an acceptable permanent facility. Vacant possession of 60 Brant St is expected by the end of 2013 or early 2014.
Contribution to Eva's Costs by the partners:	\$5,000,000 that will be available for Eva's to draw upon for consulting work, contractors and renovation of the building – as progress draws as the project proceeds. Eva's to submit invoices to Build Toronto for approval and payment to be made within 10 days of receipt, subject to compliance with approved budget and schedule.

<p>Environmental Conditions</p>	<p>Build Toronto will undertake a comprehensive risk assessment of 497 Richmond St W and secure a Record of Site Condition for 60 Brant St as soon as reasonably possible (anticipated to be May 2014). Build Toronto will pay the incremental costs of disposal of any contaminated soil from Eva's excavation of a basement and of the installation of a protective membrane or other engineering control around the excavation to prevent migration of contaminants into the 60 Brant St portion from the Build Toronto portion and the costs of treatment and disposal of contaminated groundwater</p>
<p>Improvements to 60 Brant St</p>	<p>Build Toronto shall implement, or shall cause Eva's to implement the following:</p> <ol style="list-style-type: none"> 1. Construct a permanent wall along the southern limit of the building to meet Building and Fire Codes and any other standards for an external building wall of a stand-alone building; 2. Close up window openings in the west elevation of 60 Brant St and secure any approvals required by the Manager of Heritage Preservation Services; 3. Ensure that storm, sanitary sewer and all other required services are provided at all times to those portions of the Property occupied or used by City staff and other tenants assumed by Build Toronto, and that such services are maintained in a manner that does not interfere with the operations of such divisions or tenants. 4. Bring the building to a state of good repair and renovated to accommodate Eva's multiple uses, which may include constructing a partial basement; 5. Provide independent services (electrical, HVAC, gas, water, sanitary sewer and storm sewer)and service connections for 60 Brant St 6. Minimize disruption to other occupants of 497 Richmond St. W during construction; and 7. Eva's to provide its own security
<p>Eva's Occupancy</p>	<p>No later than 60 days after the end of the fixturing period</p>
<p>Alternate Relocation Premises</p>	<p>If through no fault of Eva's, Eva's is unable to relocate to 60 Brant St., Build Toronto will identify an alternate replacement facility acceptable to Eva's and provide at least \$2,250,000 for purchase of this location. The other terms of the relocation agreement will apply to this alternate replacement facility, as appropriate.</p>