

CD15.9 Appendix A

Appendix A Major Terms and Conditions

Landlord: Gurnam Multani and Surjit Multani

Tenant: City of Toronto

Property: 1430 Gerrard Street East, Toronto

Leased Premises: (a) One (1) commercial space on the ground floor, comprising approximately 3,562 square feet;

(b) twenty-five (25) residential apartment units on the 2nd, 3rd, 4th and 5th floors, comprising approximately 25,189 square feet; and

(c) Three (3) parking units on the ground floor.

Term: Five (5) years commencing November 21, 2016

Basic Rent:	Total (Annual)	Residential Units (Monthly)	Commercial Space (Monthly)
Year 1:	\$480,939.28	\$35,328.27	\$4,750.00
Year 2:	\$495,249.28	\$36,378.27	\$4,892.50
Year 3:	\$509,988.58	\$37,459.77	\$5,039.28
Year 4:	\$525,170.66	\$38,573.72	\$5,190.45
Year 5:	\$540,806.98	\$39,721.08	\$5,346.17

Option to Extend: One option to extend for Five (5) years ("Extended Term"), at Basic Rent as follows:

	Total (Annual)	Residential Units (Monthly)	Commercial Space (Monthly)
Year 6:	\$554,647.91	\$40,714.11	\$5,506.55
Year 7:	\$568,844.50	\$41,731.96	\$5,671.75
Year 8:	\$583,405.91	\$42,775.26	\$5,841.90
Year 9:	\$598,341.58	\$43,844.64	\$6,017.16
Year 10:	\$613,661.15	\$44,940.76	\$6,197.67

Right to Terminate: During the Extended Term, Tenant can terminate lease by giving six (6) month's prior written notice.

Overholding: Tenant may overhold for up to five (5) years ("Overholding Period") at the Basic Rent for the Extended Term, but can only terminate the Overholding Period by giving six (6) months' prior written notice.

Realty Taxes Tenant responsible for realty taxes, unless exempted as a municipal capital facility.

Municipal Capital Facility Agreement: Tenant has the right to request City Council to exempt the Leased Premises from taxation for municipal and school purposes. If approved by Council, Landlord agrees to enter into a Municipal Capital Facility Agreement with the Tenant.

Additional Rent: Tenant shall maintain interior of Leased Premises, except for reasonable wear and tear, and is responsible for utilities and Operating Costs, but is not responsible for:

- (a) management or administrative fees;
- (b) compliance of the Leased Premises and/or the Property with all applicable laws, directions, rules and regulations;
- (c) repairs and replacements to:
 - (i) fire protection systems;
 - (ii) the foundation, bearing walls, structural columns and beams and other structural components;
 - (iii) structural defects or weaknesses;
 - (iv) the outside of all exterior walls;
 - (v) the subsurface plumbing, pipes and related components; and
 - (vi) all parts/components of the roof;
- (d) replacements to:
 - (i) the elevator; and
 - (ii) the mechanical, electrical, heating and air-conditioning systems.

Use: Leased Premises shall be used and operated by the Tenant's Shelter, Support & Housing Administration and/or any Community Operator and its/their authorized workers to provide accommodation as a Shelter Facility for Women in need of housing, together with their children and family.

Non-Disturbance Agreements: The Property is subject to three (3) registered mortgages. The Landlord shall provide a Non-Disturbance Agreement from the mortgagees confirming that notwithstanding any default under the mortgages, the Tenant's rights under the lease will be respected.

Rent payments

to Landlord's Mortgagee:

As authorized and directed by the Landlord, all Basic Rent payments shall be paid to Dramel Limited, one of the mortgagees, until such time:

- (1) the Tenant is notified in writing by the mortgagees to do so otherwise; or
- (2) the Landlord or the mortgagees provide evidence satisfactory to the Tenant that the 3 mortgages have been paid in full and discharged.

Assignment:

The Tenant shall have the right to assign the lease or to sublet all or any part of the Leased Premises at any time with the consent of the Landlord, which shall not be unreasonably withheld or delayed.