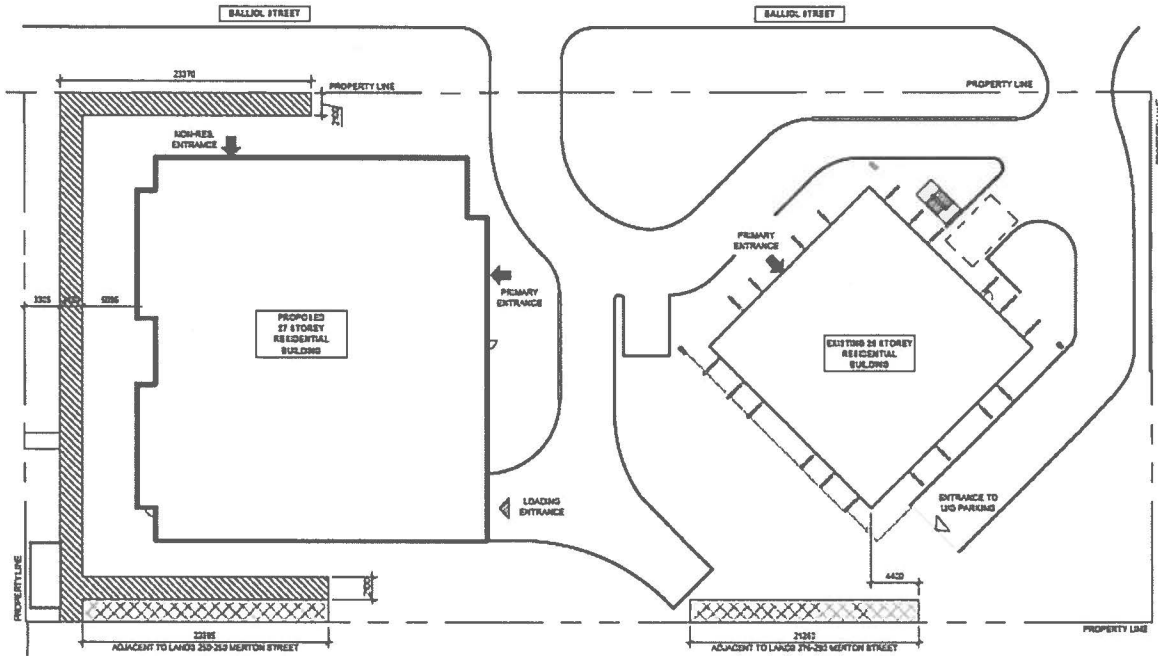


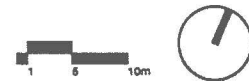
SCHEDULE B

Schedule B: 265 Balliol Street - Pedestrian Clearways



LEGEND

-  Surface pedestrian clearway
-  Area within which a future 2.1m connection to the south may be located ("Potential Future Pedestrian Clearway")



SCHEDULE C**New Affordable Housing***Provision of New Affordable Rental Units*

1. The Company shall provide as affordable rental housing (the “**Affordable Rental Housing Units**”) the following:
 - (a) 23 rental dwelling units if the New Rental Building contains 233 or fewer rental dwelling units; or
 - (b) 10% of the new rental dwelling units in the New Rental Building as affordable rental housing units if there are 234 or more new rental dwelling units in the New Rental Building;

with a unit mix of 11 one-bedroom units, 2 one-bedroom-plus-den units, 8 two-bedrooms, and 2 three-bedroom units if the New Rental Building contains 233 or fewer rental dwelling units. If the New Rental Building contains 234 or more new rental dwelling units, the affordable housing will have a unit mix as set out in Section 3 below.
2. All the **Affordable Rental Housing Units** are to be provided for a period of no less than 15 years from the date of initial occupancy of each unit (the “**Affordability Period**”).
3. If the New Rental Building contains 234 or more new rental dwelling units, the Affordable Rental Housing Units will have the following unit mix: For the Affordable Rental Housing Units located within the New Rental Building:
 - (a) No more than 60 percent of the New Affordable Rental Housing Units shall be provided as one-bedroom units and the minimum average unit size for such units shall be in accordance with average unit size for all one-bedroom and one-bedroom-plus-den units in the New Rental Building where the calculation of average size for one bedroom and one bedroom plus dens will be done separately;
 - (b) At least 30 percent of the New Affordable Rental Housing Units shall be provided as two-bedroom units, and the minimum average unit size for such units shall be in accordance with average unit size for all two-bedroom units and two-bedroom plus dens in the New Rental Building where the calculation of average size for two bedroom units and two-bedroom units plus dens will be done separately; and
 - (c) At least 10 percent of the New Affordable Rental Housing Units shall be provided as three-bedroom units and the minimum average unit size for such units shall be in accordance with average unit size for all three-bedroom or larger units in the New Rental Building.
4. Affordable Rental Housing Units located within the New Rental Building with 233 units or less shall have the following average unit sizes:
 - (a) 7 one-bedroom units shall have a minimum average unit size of no less than 47.0 square meters;

- (b) 4 one-bedroom units shall have a minimum average unit size of no less than 54.0 square meters;
 - (c) one bedroom plus den units shall have a minimum average unit size of no less than 67.0 square metres;
 - (d) two-bedroom units shall have a minimum average unit size of no less than of 79.5 square meters; and
 - (e) three-bedroom units shall have a minimum average unit size of no less than of 95.0 square meters.
5. The unit mix identified above may be amended at the request of the Company, pending Site Plan approval of the final floor plans, all to the satisfaction of the Chief Planner and Executive Director, City Planning.
6. The location of Affordable Rental Housing Units within the New Building shall be determined through the Site Plan Approval process, and the City shall not require any such units on the 9th floor or higher in the New Rental Building, subject to the following:
- (a) The owner agrees to provide a copy of its building permit drawings for floors 1 to 8 to the Chief Planner for the Chief Planner's confirmation and that such drawings identify the location of the Affordable Rental Housing units substantially in accordance with the site plan approval drawings which receive Notice of Approval Conditions (the "**NOAC Drawings**"),
 - (b) the City will be deemed to have waived its right to confirm that that the building permit drawings are substantially in accordance with the NOAC Drawings if it does not respond to a request from the Company for such approval, which request includes a copy of building permit plans from floors 1 to 8, within 45 days of the receipt of such request; and
7. The new Affordable Rental Housing Units in the New Rental Building shall, where necessary upon the turnover of such unit to a tenant subsequent to the original tenant, be improved with painting and/or repairs (including needed replacement of appliances or fixtures) to provide that such units are in good working order in keeping with units at market rents in such New Rental Building.
8. No construction costs associated with the New Rental Building will be passed through to the tenants in the Existing Rental Building.

Timing of New Affordable Rental Units

9. All new Affordable Rental Housing Units provided in the New Rental Building shall be made available for occupancy no later than the date by which 70 percent of the new units being leased at market rent in the same building are made available for occupancy.
10. The Company shall notify the City prior to making any such Affordable Rental Housing Units available for rent.

Setting Rents for New Affordable Rental Units

11. Maximum rents for the new Affordable Rental Housing Units shall be set at affordable rent, as defined in the Official Plan of the City of Toronto, being rents where the total monthly shelter cost (including heat, hydro and hot water, excluding parking and internet/cable charges) is at or below one times the Average Market Rent for the City of Toronto, by unit type (number of bedrooms), as reported annually by the Canada Mortgage and Housing Corporation in the Fall Market Report, for any first or new tenant within the 15-year Affordability Period.
12. If utilities are not included in the rent for an Affordable Rental Housing Unit in the New Rental Building, then the rent will be adjusted based on objective cost data provided by, or on behalf of, the Company, all to the satisfaction of the Chief Planner and Executive Director, City Planning.

Rent Increases for New Affordable Rental Units

13. During the 15-year Affordability Period, annual rent increases for sitting tenants of the Affordable Rental Housing Units (the "ARHU Tenants") will be limited to the annual percentage Guideline rent increase or by any percentage permitted under the *Residential Tenancies Act, 2006* or any equivalent provincial legislation.
14. In the event that no Guideline is announced by the Province of Ontario, the applicable percentage shall be the Consumer Price Index (SPI) for Toronto as of the month prior to the date that the notice of rent increase is served.
15. At the expiry of the 15-year Affordability Period, none of the provisions herein will apply to regulate or restrict rents. Conversely, none of the provisions herein will exempt the Affordable Rental Housing Units from any provincial legislation which may, among other things, regulate the amount of rent that may be charged in that respect.

Tenant Access Plan for New Affordable Rental Units

16. The Company shall select tenant households throughout the 15-year Affordability Period in accordance with the *Residential Tenancies Act, 2006* or equivalent provincial legislation and any other applicable legislation, subject to the following:
 - (a) The Owner will provide for a commercially reasonable income verification protocol to provide for a reasonable relationship between household income and housing affordability, applicable at the time any lease for an Affordable Rental Housing Unit is first entered into as part of its lease application process, the specific terms of which will be provided to City staff;
 - (b) Members of the household do not have familial, financial, or occupational ties to the Company or its property manager(s); and
 - (c) The Company shall provide a minimum of three (3) Affordable Rental Housing Units as barrier free units and make reasonable commercial efforts to ensure that all barrier free Affordable Rental Housing Units are available to tenant

households with one or more members who have with physical and/or mental disabilities,

all in accordance with the *Residential Tenancies Act, 2006* or equivalent provincial legislation and any other applicable legislation.

Tenure of New Rental Building

17. The Company shall maintain the New Rental Building as rental housing for at least 20 years from the date of first occupancy thereof, and will not apply to convert or demolish any of the Affordable Rental Housing Units to any other use during this time period.

Provision of Facilities and Amenities for Tenants of New Rental Building

18. The AHRU Tenants shall have access to all indoor and outdoor amenity spaces of the New Rental Building with no separate charges except for the customary charges for private bookings.
19. Storage lockers shall be provided to the AHRU tenants on the same basis and terms, including monthly charges, as such are provided to tenants who lease their respective units at market rent.
20. The AHRU tenants shall have access to permanent and visitor bicycle parking/bicycle lockers, on the same basis and terms as such are provided to tenants of the New Rental Building who lease their respective units at market rent, and in accordance with zoning by-law requirements.
21. Parking shall be provided consistent with the by-law requirements and any charge therefore is not included as a part of rent. Parking shall be provided to AHRU Tenants on the same basis and terms as it is provided to tenants who lease their respective units at market rent.

SCHEDULE D**Existing Rental Housing***Tenure of Existing Rental Building*

1. The Company shall continue to provide and maintain the 202 rental dwelling units in the existing rental apartment building at 265 Balliol Street (the "**Existing Rental Building**") as rental housing, together with the new and retained associated facilities and amenities, for a minimum period of 20 years commencing from the date that the Zoning By-law Amendment comes into full force and effect and with no applications for demolition or conversion from residential rental use during such 20-year period, all to the satisfaction of the Chief Planner and Executive Director, City Planning.

Improvements to New and Existing Rental Buildings

2. The Company shall provide improvements to the Existing Rental Building to the benefit of the tenants in the Existing Rental Building and the New Rental Building, all to the satisfaction of the Chief Planner and Executive Director, City Planning Division or his designate, as follows:

Prior to First Above-Grade Building Permit:

- (a) A new laundry room on the ground floor of the Existing Rental Building which shall replace the laundry room on the basement level, a portion of which shall be located adjacent to an exterior wall to provide views to the outdoor amenity area on the Property;
- (b) A new storage area provided in the area of the basement in the Existing Rental Building vacated by the laundry room;

Within 3 months of the first occupancy of the New Rental Building

- (c) A new indoor amenity lounge on the ground floor of the Existing Rental Building with a minimum gross floor area of 50 square metres;

Prior to first occupancy of floors 6 to 27 of the New Rental Building:

- (d) An indoor amenity space in the New Rental Building having a minimum gross floor area of 510 square metres;

Within 6 months of first occupancy of the New Rental Building, subject to seasonality for items e) and f)

- (e) An outdoor pet relief area;
- (f) Two new outdoor amenity areas; and

Prior to first occupancy of the New Rental Building:

- (g) 48 new bike parking spaces for the use of tenants of the Existing Rental Building in addition to the existing 48 bike parking spaces, for a total of 98 parking spaces for tenants of the Existing Rental Building.
3. The costs of the improvements to the Existing Rental Building and New Rental Building, as described above, shall not be passed on to the tenants in any form, including by way of an application to the Landlord Tenant Board, or to any successor tribunal with jurisdiction to hear applications made under the *Residential Tenancies Act, 2006* or equivalent provincial legislation, for the purpose of obtaining an increase in residential rent above the applicable guideline, or in the form of any additional costs and charges.

Relocation Assistance for Tenants of Existing Townhouse Units to be Demolished

4. For tenants of the existing seven (7) rental townhouse dwelling units to be demolished, which include six (6) who did not receive notice of the proposed demolition (the "**Eligible Tenants**"), and one (1) who did receive notice of the proposed demolition ("**Post Application Tenant**"), the Company shall develop a Tenant Relocation and Assistance Plan with assistance and financial compensation provisions that extend beyond those provided under the *Residential Tenancies Act, 2006* or equivalent provincial legislation, based on the City's usual considerations and requirements as of the date of this Offer, all to the satisfaction of the Chief Planner and Executive Director, City Planning.
5. Prior to making market rental dwelling units within the New Rental Building or newly vacated market rental dwelling units within the Existing Rental Building (whichever become available first) available to the general public for rent, the Company shall provide each Eligible Tenant the right to return to a market rental dwelling unit of a similar unit type (or smaller based on availability) as the existing market rental townhouse dwelling unit (the "**Existing Rental Unit**") that such Eligible Tenant occupied on the date that the Company issued a notice of termination of their tenancy in accordance with the *Residential Tenancies Act, 2006* or equivalent provincial legislation, with an initial rent that is no more than the amount that the Eligible Tenant was paying when they received the notice of termination of their tenancy, subject to annual Guideline increases or the equivalent.

Construction Mitigation Strategy for Tenants of Existing Rental Building

6. Prior to Site Plan Approval for the development, the Company shall develop a construction mitigation plan and tenant communications strategy to mitigate the impacts of construction on tenants of the Existing Rental Building, all to the satisfaction of the Chief Planner and Executive Director, City Planning.

SCHEDULE E

Minutes of Settlement

LPAT Case No. PL180213

**Local Planning Appeal Tribunal
*Tribunal d'appel de l'aménagement local***

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Artmico Holdings G.P. Inc.
Subject:	Application to amend Zoning By-law No. 43886 and By-law No. 569-2013 - Neglect of the City of Toronto to make a decision
Property Address:	265 Balliol Street
Municipality:	City of Toronto
LPAT Case No.:	PL180213
LPAT File No.:	PL180213
LPAT Case Name:	Artmico Holdings G.P. Inc. v. Toronto (City)

MINUTES OF SETTLEMENT

B E T W E E N:

Artmico Holdings G.P. Inc.
(the "Applicant")

- A N D -

Toronto Lands Corporation
(the "TLC")

RECITALS

WHEREAS the Applicant is the owner of the property known municipally as 265 Balliol Street (the "Subject Property");

AND WHEREAS the Applicant applied to the City of Toronto (the "City") pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, for a zoning by-law amendment to permit the redevelopment of the Subject Property by demolishing seven existing rental townhouse dwellings and replacing them with a new 29-storey residential building with 255 new residential rental units in addition to the replacement of seven rental townhouse units (the "Application" or the "Proposed Development");

AND WHEREAS the Applicant appealed the Application to the Local Planning Appeal Tribunal (the "LPAT") for the failure of the City to make a decision regarding the Application within the statutory timeline (the "Appeal");

AND WHEREAS at the first prehearing conference on January 16, 2019, TLC sought and obtained party status to the Appeal and raised certain issues related to school capacity in the vicinity of the Subject Property;

AND WHEREAS the LPAT has scheduled a hearing for July 27, 2020 (the "**LPAT Hearing**");

AND WHEREAS City Council, at its meeting on July 23, 2018, in the context of considering the Midtown in Focus Final Report, resolved that City Council direct the City staff to work together with the Toronto District School Board as appropriate, in the context of Local Planning Appeal Tribunal hearings for development applications in the Yonge-Eglinton Secondary Plan area and the Toronto District School Board's ongoing accommodation review in order to secure appropriate conditions of approval regarding the provision of education facilities on a site by site basis;

NOW WITNESSETH that in exchange for the payment of two dollars (\$2.00) of lawful money of Canada each paid to the other, the receipt and sufficiency being hereby acknowledged, and other good and valuable consideration **THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:**

1. The Recitals above are true and correct and form part of the terms of these Minutes.
2. The Parties agree that these Minutes of Settlement are not confidential.
3. The Parties agree that the fact of a settlement between the two Parties will be acknowledged in the recital clauses of the agreement between the Applicant and City made pursuant to section 37 of the Planning Act, and the Minutes of Settlement will be referenced in the recital clauses and also attached as a schedule to the Section 37 Agreement. The City is not a party to these Minutes of Settlement, and the City will not be enforcing these Minutes of Settlement. The Section 37 Agreement will be registered on title to the Subject Property.

OCCUPANCY RESTRICTION

4. The Applicant covenants and agrees that the occupancy of the new residential rental units in any building permitted as a result of LPAT's disposition of the Appeal (the "Building") will not take place prior to January 1, 2023.
5. Upon execution of these Minutes of Settlement, the TLC agrees to provide written confirmation to the LPAT that its issues have been resolved and it has no objection to approval of the Proposed Development by the LPAT at the LPAT Hearing, and approval of the site plan subsequently, in the form of the letter attached hereto as Appendix "A".
6. Without limiting the foregoing, the TLC further agrees to provide confirmation at the LPAT Hearing that there is no need to withhold any final Order on the basis of any TLC issue or concern, nor will the TLC seek a holding provision ("H") with respect to the zoning by-law amendment.
7. The Owner agrees that it will include a warning clause in the form attached hereto as Appendix "B" in all Agreements to Lease for residential rental units in the Building if so requested by the TLC, subject to paragraph 20.

8. At the time that the Applicant gives the first notice of the date of completion of the Building or part thereof to the Chief Building Official in accordance with subsection 11(2) of the *Building Code Act, 1992*, R.S.O. 1992, c. 23, as amended, the TLC shall be copied on such correspondence.
9. The TLC will not directly or indirectly participate in or oppose any application for site plan approval for the Building, save and except in respect of a condition requiring warning clauses in accordance with paragraph 7 above.
10. If, after the LPAT approves the amendment to the zoning by-law, a minor variance is required to facilitate construction of an addition to the Building, TLC will not directly or indirectly oppose such application so long as it does not contemplate the construction of additional residential rental units that would exceed the total number in the Proposed Development.

GENERAL PROVISIONS

11. These Minutes may be executed in counterparts, each of which so executed shall be deemed to be an executed original copy of these Minutes, and such counterparts together will constitute one and the same instrument. The counterparts may be executed either in original or electronically-transmitted form, and the Parties adopt any signatures received by facsimile or other means of electronic communication as original signatures of the Parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an originally-executed version of these Minutes which were so delivered.
12. The TLC agrees that the Minutes may be executed by legal counsel for the Applicant, upon authorization by the Applicant, and that such execution shall constitute legal and binding acceptance of these Minutes.
13. The Parties agree that all of the covenants, rights, duties, provisions, conditions and obligations herein contained shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns. For the purposes of this provision, the Applicant agrees that they shall duly provide notice and a copy of these Minutes prior to the completion of any agreement granting any right, title or interest in the Subject Properties (excluding the lease of individual units or any portion of the Proposed Development, and any transfer as to the City or any other public authority required as part of the approval of the Proposed Development) and that any agreement of purchase and sale for transfer for all or part of the Subject Property shall include a condition requiring the purchaser(s) to agree to assume the terms and conditions set out in these Minutes of Settlement, (excluding the transfer to the City or any other public authority required as part of the approval of the Proposed Development) and the TLC shall be provided notice of such assumption.
14. Each of the Parties hereto confirms that it has received independent legal advice from its counsel with respect to these Minutes and that it has entered into these Minutes freely and voluntarily and without any form of duress, and with the express purpose of a full settlement with respect to the matters addressed herein.
15. These Minutes constitute the entire agreement between the Parties as to the matters dealt with herein, and supersede all prior negotiations, understandings and/or

agreements. Any amendment to these Minutes or waiver of any provision of these Minutes must be in writing and signed by all of the Parties hereto.

16. If any provision or portion(s) thereof in these Minutes is held by any court of competent jurisdiction or administrative tribunal to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion(s) thereof never been a part hereof.
17. The Parties covenant and agree that at all times and from time to time hereafter, upon every request to do so, each of the Parties shall fully cooperate with the other Parties and shall use its best efforts and act without unreasonable delay to implement and carry out the true intent and meaning of these Minutes, including making, executing, delivering or causing to be made, executed and delivered, all such further acts, deeds, assurances and things as may be reasonably required to implement and carry out the true intent and meaning of these Minutes.
18. The Parties agree that they are contractually bound to the terms of these Minutes of Settlement, and that the obligations and benefits thereof are immediately enforceable by civil action should a Party be in breach of them.
19. These Minutes shall be governed and construed in accordance with the laws of the Province of Ontario.
20. These Minutes shall terminate such that they will no longer be of any force and effect on the earlier of: a) five (5) years from the date of these Minutes, and (b) the dismissal of the Appeal by LPAT should such dismissal occur, such that no portion of the Proposed Development is permitted to be developed.

IN WITNESS WHEREOF the Parties have duly executed these Minutes this _____ day of _____, 2020.

Artmico Holdings G.P. Inc.

Per:

Name:

Title:

Toronto Lands Corporation

Per:

Name:

Title:

Schedule "A"

Local Planning Appeals Tribunal
655 Bay Street
Suite 1500
Toronto, Ontario
M5G 1E5

**Attention: Ben Bath
Planner/Caseworker**

Dear Sirs/Mesdames:

Re: Case No. PL180213

Toronto Lands Corporation ("TLC") is a party in the proceeding PL180213.

Please be advised that TLC has resolved its issues with the zoning by-law amendment proposed by the applicant/appellant and therefore withdraws its objection to the approval of same by the Tribunal. The TLC hereby withdraws its issues in this proceeding.

The TLC's only remaining interest in this proceeding is to ensure that there are no changes to the applicant's proposed zoning by-law amendment which are material to TLC's interests (i.e. there would be no increase in the number of residential units). In the absence of any such change being proposed, TLC would take no further role in this proceeding.

Thank you for your attention in this regard.

Toronto Lands Corporation

Schedule "B"

Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be available in the neighbourhood schools for all students anticipated from this development. Students may be accommodated in school facilities outside the neighbourhood or students may later be transferred to other school facilities. For information regarding designated school(s), please call (416) 394-7526.

Lessees agree for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board's policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area.