

Attachment 1 - Suggested Terms and Conditions of Intention to Enter into a Long-Term Lease with A Different Booklist Cultural Centre

Landlord:	City of Toronto
Tenant:	A Different Booklist Cultural Centre
Premises:	The building located on the property municipally known as 756 Bathurst Street
Permitted Use:	The Tenant shall use the leased Premises to operate a cultural community centre for a not-for-profit organization with the purpose of promoting and celebrating the cultural legacy of Canadians of African and Caribbean ancestry through activities consistent with that purpose including meetings, events, performances, lectures, and workshops, and other cultural purposes
Commencement Date:	On closing of transaction effecting City of Toronto purchase of 756 Bathurst Street from 756 Bathurst Street Property Inc.
Term:	49 years
Basic Rent:	Nominal (\$2.00)
Net Lease:	The Lease shall be absolutely net to the Landlord. During the Term or any extension thereafter, the Tenant shall be responsible for all applicable costs, taxes, charges, expenses and outlays of any nature whatsoever arising from or relating to the use and occupancy of the Leased Premises. Any obligation which is not stated to be that of the Landlord shall be the Tenant's responsibility.
Tenant Responsibilities:	The Tenant's responsibility includes the total of all costs and expenses attributable to the maintenance, repair, administration, management and operation of the Premises including, without limiting the generality of the foregoing: utilities, security, insurance, all taxes including applicable property taxes, landscaping, window cleaning, eaves trough cleaning, pest management, waste collection, disposal and recycling, snow removal, and other costs of maintenance and operation. The Tenant will be responsible to have all applicable utility meter accounts changed into its own corporate name.
Operating Costs:	Estimated costs to be determined, and the account will be reconciled annually to ensure costs are not borne by the City.

- Fire & Life Safety:** The City to be responsible for the Fire and Life Safety of the building, costs for annual maintenance and repairs will be invoiced to the tenant to pay upon 30 days' notice.
- Insurance:** The Tenant is to provide prior to the Commencement Date and on an annual basis, proof of insurance in accordance with the Landlord's insurance requirements outlined in the Lease Agreement.
- Leasehold Improvements:** Any leasehold improvements undertaken by the Tenant shall be conditional on the Landlord's approval. All of the Tenant's leasehold improvements shall become the property of the Landlord.
- The Tenant at its sole cost and expense, ensure that the operation of the premises is in accordance with an approved business plan and in accordance with the architectural plans that are to be submitted to the Landlord prior to the commencement of any tenant's work
- Tenant's Work:** In terms of the leasehold improvements and all other construction or renovation or other work at the Leased Premises ("Tenant's Work"), the Lease will provide for the following terms:
- i. Prior to commencing any Tenant's Work, and prior to the expiration of the 3rd year of the term (January 1, 2025), the Tenant shall provide the Landlord a comprehensive concept plan and drawings for the approval of the Executive Director, Corporate Real Estate Management
 - ii. Prior to commencing any Tenant's Work, and prior to the expiration of the 4th year of the term (January 1, 2026), the Tenant shall provide the Landlord with evidence satisfactory to the Executive Director, Economic Development and Culture & Executive Director, Corporate Real Estate Management that the Tenant has raised sufficient funding and/or binding financing commitments to complete the Tenant's Work.
 - iii. Prior to the commencement of any Tenant's Work, once the tenant provides notice that it has raised sufficient funding and providing a concept plan, The Landlord may require the Tenant to enter into further agreements associated with the construction (supplementary agreements). Any such agreements must be executed prior to the commencement of any Tenant's work.
 - iv. Prior to the expiration of the 5th year of the term (January 1, 2027), the Tenant shall complete the

Tenant's Work to the satisfaction of the Executive Director, Corporate Real Estate Management, in accordance with all applicable laws and requisite approval, 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 therefor approved in writing by the City, and in a form acceptable to the City Solicitor

v. The Tenant shall adhere to and comply with the City of Toronto's Fair Wage Policies and Labour Trades Contractual Obligations throughout the Term. The Tenant will provide the City with satisfactory releases and indemnity relating to these issues; and
vi. The City will not provide any release and/or indemnity relating to these issues; and to provide any release and/or indemnity to the Tenant regarding any labour or employment issues.

Heritage Work: All work, alterations, repairs, renovations and any other work undertaken by the Tenant to the front façade to the premises must comply with the requirements as outlined by Heritage Preservation Services, applicable legislation, by-laws, policy, or regulations.

Default: If at any time the Tenant is not in compliance with the terms of the lease, the Tenant will have 30 business days to remedy the noncompliance or where required address to the Landlord a plan of how it will address the noncompliance that must be approved by the Landlord. If the remedy has not been completed in within the allocated time period. The Tenant will be deemed to be in default and the Landlord has every right to terminate the lease.

Realty Taxes: The Tenant will be responsible for all the applicable property taxes charged to the premises. The City will be make its best efforts to attempt to secure a Municipal Capital Facilities Agreement for the Premises, but a failure to do so, means that the Tenant will be responsible for all applicable property taxes charged.

Commercial Space: The City will permit the tenant to surrender a portion of the leased premises following completion of the Tenant's Work, to allow the Tenant and the City to negotiate and enter into a separate market value lease for defined space within the leased Premises, to permit the operation of a for-profit bookstore, in accordance with the City's delegated authority for real estate transactions.

- Landlord Access:** Prior to the Tenant's Work, the Landlord shall have full access to the building can do any work to the building it deems required to maintain the building in the condition that it was received.
- Maintenance Reports:** The City shall have the right to request and review the Tenant's maintenance reports and logs pertaining to Building operations and repairs at any time.
- Programming Repots:** The City shall have the right to request and review a summary of the Tenant's annual programming and event schedule from time-to-time to ensure events and activities in the space remain consistent with City Council direction to work with a partner to redevelop this under-utilized asset with a focus on arts, community and culturally focused uses.
- Indemnity by Tenant:** The Tenant will fully indemnify and save harmless the Landlord, its respective employees, agents and those for whom it is at law responsible for of, from and against all claims whatsoever. The Tenant agrees that it will not pursue any claim against a third party which may result in any claim by such third party against the Landlord.
- Assignment & Subleasing:** The Tenant shall not sell, assign or otherwise dispose of its rights and obligations under the Lease or permit any other person or organization to occupy or use the Leased Premises, or any part thereof, or sublet the Leased Premises, or any part thereof, to a third party or in any way charge, encumber or pledge the Lease or its interest therein, without the prior written consent of the Landlord, which consent may be unreasonably withheld or delayed and need not be based upon any financial considerations whatsoever.