

SPADINA TOWERS INC.

July 17, 2026

To: City Manager, City of Toronto

Cc: General Manager, Parks and Recreation; General Manager, Transportation Services; City Solicitor; Ward 11 Councillor

Re: 660–664 Spadina Avenue – Community Benefit Commitments

Dear Sir/Madam,

Spadina Towers Inc. C/O Cromwell Management Inc, 55 Isabella Street, Toronto (the “Owner”), owns 660–664 Spadina Avenue, Toronto. The Owner wishes to enter into a legally binding commitment to provide the City of Toronto with the community benefits described in this letter, in consideration of the City’s approval and issuance of the encroachment onto the public right of way described in Item 2026.TE34.200 (the “Encroachment”), on and subject to the conditions set out in Section 1A, to resolve an access issue caused during the construction of the building.

1. Community Contributions

Upon satisfaction of all the Encroachment Approval Conditions (defined in Section 1A below), the Owner undertakes to deliver the following community benefits, at its own cost, six (6) months after the Permit being issued, subject to extension as set out below:

1A. Conditions to the Owner’s obligations

“Encroachment Approval Conditions” means all of the following having occurred: (a) Toronto and East York Community Council (or City Council, as applicable) has granted final approval of Item 2026.TE34.200 and all applicable appeal periods have expired with no appeal outstanding; (b) the encroachment agreement between the Owner and the City has been fully executed and registered; and (c) the City has issued the encroachment agreement and any related approvals necessary for the Owner to obtain its building permit and to construct the platform and sidewalk (the “Encroachment”).

For certainty, the Owner shall not be required to commence or complete any community benefit unless and until all Encroachment Approval Conditions have been satisfied. If any component of the Encroachment Approval Conditions is refused, not obtained, appealed or revoked, or if the City subsequently requires removal of the Encroachment for any reason other than the Owner’s default, the Owner’s obligations under this letter shall not arise or, if already commenced, shall be suspended, and the parties shall negotiate an equitable resolution in good faith.

a. Oasis Benches

The Owner shall install ten (10) “Oasis” model benches (the same model as those currently located at 660–664 Spadina Avenue) and their concrete mounting pads in parks within Ward 11, in the locations and to the specifications provided by the General Manager, Parks and Recreation, and under the supervision of Parks Operations staff. This includes:

- city-approved anti-graffiti coating;
- transferring the purchaser’s warranty to the city, and
- restoring all disturbed lands and landscaping to the satisfaction of the General Manager, Parks and Recreation.

SPADINA TOWERS INC.

b. Sussex Mews Repaving

The Owner shall:

- repave Sussex Mews, from Sussex Avenue to Harbord Street, including asphalt grinding, all necessary base repairs and installing three (3) speed bumps, in accordance with City Road Works specifications; and
- provide a confirmatory report to the General Manager of Transportation Services within one month of completion,

all to the satisfaction of the General Manager, Transportation Services.

The Owner's completion timelines shall be extended, without penalty, by any period during which the City's own works or approvals (including construction of the park at 51 Sussex Avenue and coordination of the Spadina/Sussex streetscape and sidewalk works) prevent the Owner from commencing or completing the community benefit.

2. Acknowledgement

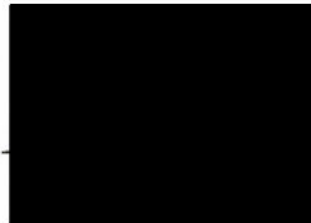
The Owner acknowledges that authorization of the encroachment would be part of a negotiated agreement to address the accessibility deficiencies caused by the development while securing public benefits for the surrounding community. The Owner agrees that the obligations set out in this letter are material conditions of the City's approval and shall survive the issuance of any permit or authorization related to the encroachment, provided that all such obligations remain at all times conditional upon satisfaction of the Encroachment Approval Conditions set out in Section 1A.

The completion date for each community benefit may be extended with the written consent of the applicable General Manager; such consent not to be unreasonably withheld or delayed.

Spadina Towers Inc. C/O Cromwell Management Inc
Stanley Zipkin certifies that he has authority to bind the company.

Stanley Zipkin: _____

Signature: _____



Date: July 21, 2026