TORONTO

REPORT FOR ACTION WITH CONFIDENTIAL ATTACHMENT

701 Fleet Street - Authorization to Enter into a Long-term Lease and Community Access Agreement with Tempo Basketball Club Inc.

Date: July 7, 2026
To: Executive Committee
From: Executive Director, Corporate Real Estate Management and General Manager, Parks and Recreation
Wards: Ward 10 - Spadina-Fort York

REASON FOR CONFIDENTIAL INFORMATION

The attachment to this report is about a position, plan, procedure, criterial or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the City of Toronto.

SUMMARY

This report recommends that the City of Toronto, as Landlord, enter into a long-term lease and Community Access Agreement with Tempo Basketball Club Inc. (Tempo) to enable development of a new Women's National Basketball Association practice facility with secured year-round community access, plus related public amenities.

The proposed lease of City-owned land to Tempo Basketball Club Inc. would have an initial term of 40 years, with two options to renew for a further 20 years each, and would leverage private investment to deliver substantial community benefits. In addition to secured year-round indoor public recreation access, the first agreement of its kind for a Women's National Basketball Association practice facility, these benefits include a new public park featuring outdoor basketball courts, washrooms and other public realm improvements.

The proposed agreements reflect the City's established practice of leveraging long-term lease arrangements to secure investment in City-owned lands while advancing public benefits. Other examples, such as the OVO Athletic Centre, Lamport Stadium, the Ford Performance Centre, and the recently executed agreement with the Ontario Tennis Association, demonstrate how City real estate assets can support professional and

amateur sport, expand community access, and strengthen Toronto's role as a center for high-performance athletics.

The proposal would deliver an approximately 60,000-square-foot Toronto Tempo practice facility including two full-sized indoor basketball courts, training and support spaces and other amenities to support Toronto Tempo operations and City-led recreation programming. Through a Community Access Agreement the City would secure a minimum of 2,260 hours of annual access for public recreation programming including registered and drop-in programs, permit opportunities and seasonal programs such as CampTO, with a focus on women, girls and youth.

The proposal would also accelerate delivery of long-planned parkland at 701 Fleet Street by at least ten years. Tempo would design and construct a new City-owned and operated park on the non-leased portion of the property at no capital cost to the City, including outdoor basketball courts, public washrooms, pathways, seating, landscaping, trees, shade elements, and other public amenities, with the final design to be informed by community and Indigenous engagement.

Tempo would be responsible for all costs associated with the design, construction, financing, operation, maintenance, repair, utilities, and taxes for the practice facility, and would be required to maintain capital repair reserves and report annually on community access. The City would be responsible for future operating costs associated with the new park, public washrooms, and City programming, estimated at $0.8 million annually, to be considered through future budget processes. Beginning in Year 5 of the initial lease term, Tempo would provide additional financial contributions to support City programming and operating needs.

The proposal aligns with Council directed priorities including support for women’s sports facilities, advancing gender equity in sport, facility access and equity, integration with Exhibition Place Master Plan, and park washroom enhancement.

Overall, the proposed agreements would optimize City-owned land to secure a significant private investment, advance a long-standing parkland objective, expand year-round community recreation access, and support the continued growth of professional women’s sport in Toronto.

RECOMMENDATIONS

The Executive Director, Corporate Real Estate Management and General Manager, Parks and Recreation recommend that:

1. City Council authorize the Executive Director, Corporate Real Estate Management, on behalf of the City, in consultation with the General Manager, Parks and Recreation, to negotiate and enter into a lease with Tempo Basketball Club Inc. for a portion of the property municipally known as 701 Fleet Street, substantially on the terms and conditions set out in Attachment 1, and including such other terms and conditions satisfactory to the Executive Director, Corporate Real Estate Management and in a form

satisfactory to the City Solicitor, after the property is declared surplus in accordance with Article 1, Chapter 213 of the City of Toronto Municipal Code.

2. City Council authorize the General Manager, Parks and Recreation to negotiate and enter into a Community Access Agreement with Tempo Basketball Club Inc. to secure City programming access and general public basketball-related recreational use substantially on the terms and conditions set out in Attachment 1 and including such other supporting terms and conditions acceptable to the General Manager, Parks and Recreation and in a form satisfactory to the City Solicitor.

3. City Council authorize the General Manager, Parks and Recreation, in consultation with the Executive Director, Corporate Real Estate Management, to negotiate and enter into a Construction Management Agreement with Tempo Basketball Club Inc. to facilitate performance of the Tenant obligations for design and construction of the above base park and public realm components of the subject land at 701 Fleet St, including access rights to the public parkland that may be required, as not otherwise secured through the Site Plan Approval process, on terms and conditions acceptable to the General Manager, Parks and Recreation, in a form satisfactory to the City Solicitor.

4. City Council direct that Confidential Attachment 1 remain confidential at this time as it pertains to a position, plan, procedure, criterial or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the City of Toronto.

5. City Council authorize the public release Confidential Attachment 1, at the completion of the design and construction of the above base park, public realm components, as well as the practice facility at 701 Fleet Street.

FINANCIAL IMPACT

Impacts from the Proposed Long-Term Lease:

Tempo Basketball Club Inc. (the "Tenant") is responsible for all costs related to the design, construction, and delivery of the practice facility (the "Practice Facility") at 701 Fleet Street (the "Property"). The Tenant is also responsible for all operating costs associated with the Practice Facility, including permitting, financing, operations, maintenance, repairs, utilities, and taxes, and for maintaining sufficient reserve funding for capital repairs and demonstrating its adequacy on an ongoing basis.

The initial 40-year term of the proposed lease provides for the payment of basic rent through in-kind consideration, including the performance of capital work to construct the new park on the City-owned Property and committed hours in the Practice Facility for City access and programming. The new park will include outdoor basketball courts, public washrooms, and other public amenities. The estimated value of the capital contributions and community access benefits exceeds the appraised market value of the initial 40-year lease term, details are included in Confidential Attachment 1.

The Tenant is also required to complete Phase One and Phase Two Environmental Site Assessments at its own cost. The City will reimburse the Tenant for costs associated with bringing the park to a condition suitable for public parkland use. Funding for these costs is included in Parks and Recreation’s 2026–2035 Capital Budget and Plan for parkland acquisition.

Beginning in Year 5 of the initial term, the Tenant will provide additional financial contributions to support City programming and operating needs. This obligation may be satisfied through annual payments of $100,000, up to $3.5 million, or alternatively, a one-time lump sum payment of $2.0 million in Year 5. The revenue generated through these contributions will be directed to Parks and Recreation's Operating Budget to support year-round access for City programming and recreational use at the Property.

Should the Tenant exercise its options to renew the lease at the end of the initial 40-year term, rent during any renewal term would be established based on then-current fair market value of the property. Any lease revenue from the renewal term will be directed to Parks and Recreation's Operating Budget.

New City-Owned Park and City Programming:

The City will assume operating responsibility for the park and park washrooms which are expected to be operational by Fall 2028, as well as for City programming within the Practice Facility, which is expected to be operational by Summer 2028. The estimated gross annual operating cost to the City is expected to be $0.8 million. Depending on program offerings, program registration and permit fees may be generated to offset a portion of operating costs. Any financial impact would be included in Parks and Recreation's future operating budget submissions for consideration through the annual budget process.

Impacts to the Existing Use of the Property:

The surface parking lot portion of the property (the "Parking Lot") is currently managed by Exhibition Place ("ExPlace") through an interim agreement and supports event parking, staging, and marshalling activities. Parking revenues from the Parking Lot support ExPlace operations and are included in its operating budget to help fund its operations and maintenance requirements.

Redevelopment of the Parking Lot is anticipated to result in a reduction to annual parking revenue with a full year impact to ExPlace of approximately $491,000 in 2027. City staff are working collaboratively with Exhibition Place to identify alternative operational arrangements that may mitigate or eliminate these impacts. Given the Parking Lot has been operated by Exhibition Place on an interim basis pending repurposing for park purposes, the financial impact is limited to 2027.

The Chief Financial Officer and Treasurer has reviewed this report and agrees with the information as presented in the Financial Impact Section.

DECISION HISTORY

At its meeting on January 23, 2026, Budget Committee considered Item BU12.1, 2026 Capital and Operating Budgets, which included details of [Parks and Recreation division's 2026-2035 10-Year Capital Plan](). This plan included $50,000 in 2030 and $1,538,000 for the 2031-2035 period to support park development at 701 Fleet Street.
https://secure.toronto.ca/council/agenda-item.do?item=2026.BU12.1

At its meeting on October 1, 2020, City Council adopted the Exhibition Place Master Plan Phase 1 Proposals and directed Exhibition Place and City staff to proceed with the next phase of planning. This included advancing detailed studies, coordinating implementation and funding strategies, and identifying “quick start” projects. Council also instructed staff to consider required Official Plan amendments.
https://secure.toronto.ca/council/agenda-item.do?item=2020.TE18.42

At its meeting on June 24, 2020, City Planning staff presented a progress update on the Exhibition Place Master Plan Framework. The Master Plan provides a long-term vision for the site's development, informed by heritage, planning policies, infrastructure initiatives, and public consultation, and is coordinated with the revitalization of Ontario Place and Exhibition Place's Strategic Plan.
https://secure.toronto.ca/council/agenda-item.do?item=2020.EP11.23

COMMENTS

The City has a long-standing practice of using its real estate assets to support professional and amateur sport through long-term lease arrangements that secure investment on City-owned land and deliver public benefits. Examples include the OVO Athletic Centre at ExPlace, Lamport Stadium, Ford Performance Centre, and the recently executed agreement with the Ontario Tennis Association at Allen East District. These arrangements demonstrate how City partnerships can expand access to community sport, support high-performance athletic development, and strengthen Toronto’s role as a centre for professional athletics.

The proposed long-term lease with Tempo builds on these prior investments and reflects lessons learned from earlier agreements. It would secure year-round community access, deliver a new publicly accessible City-owned park constructed by the Tenant, and include requirements related to design excellence, environmental sustainability, maintenance standards, capital repair planning, and ongoing performance reporting.

The proposal would enable the development of the first Women's National Basketball Association ("WNBA") practice facility in North America designed with secured year-round public access and City programming. It would also advance the long-planned creation of parkland and recreational space on a City-owned parking lot at least ten years earlier than would otherwise be possible, delivered at no capital cost to the City.

The proposal aligns with Council directed priorities including support for women’s sports facilities, advancing gender equity in sport, facility access and equity, integration with Exhibition Place Master Plan, and park washroom enhancement.

Site Context

701 Fleet Street (the "Property") is a City-owned property bounded by Fleet Street to the north, Fort York Boulevard to the east, Lake Shore Boulevard West to the south, and Strachan Avenue to the west. The Property is designated *Parks* in the Official Plan.

The Property is approximately 2.0 hectares (4.9 acres) and is used for a 324-space parking lot associated with ExPlace (the "Parking Lot"), a City respite centre operated by Fred Victor, and the City's Gore Park Pumping Station. A portion of the Parking Lot would form the leased area (the "Leased Lands"). The remainder of the Parking Lot would be developed into a park (the "Park") and would remain in the City's fee simple ownership not subject to a lease. The existing respite centre and pumping station would remain in their current locations and continue to operate.

The proposal optimizes the use of City-owned real estate to advance city-building objectives. It would deliver year-round community recreation space, improve the public realm, establish a permanent professional women's sport presence in a highly accessible and transit-supported location, and accelerate the conversion of the property from a parking lot to a site with multiple community benefits.

Exhibition Place Operations and Potential Impacts

The Parking Lot is managed by ExPlace and supports event parking, staging, and marshalling activities. ExPlace derives revenue from parking operations at the Property.

The current parking use was established through an interim agreement approved by Metropolitan Toronto Council in 1980, pending approval of a broader conceptual master plan for ExPlace and the surrounding area.

Subsequent planning studies and strategic initiatives have continued to identify the Property as an opportunity for alternative public-serving uses. The Exhibition Place Master Plan, adopted by the Exhibition Place Board of Governors in 2020, identifies the revitalization of 701 Fleet St for new green open space and future recreational and programming opportunities. The Master Plan also identifies opportunities to relocate or optimize parking, staging and marshalling functions on the ExPlace grounds to support public realm improvements.

While interim in nature, the Parking Lot has played an important operational role for ExPlace including supporting major events such as the Royal Agricultural Winter Fair and the Canadian National Exhibition ("CNE").

ExPlace is a City of Toronto entity that operates and manages the Exhibition Place grounds and facilities. The Canadian National Exhibition Association ("CNEA") is the organization that organizes the annual event known as the CNE, pursuant to a Master Agreement between ExPlace and the CNEA.

Under the current Master Agreement between the City, the CNEA and ExPlace, which expires in 2027, CNEA uses the Parking Lot during the annual CNE. ExPlace has advised that loss of the Parking Lot may result in financial impacts to the CNEA. City staff have reviewed applicable provisions of the Master Agreement and are working collaboratively with ExPlace and the CNEA to identify replacement lands and other operational measures that may mitigate or eliminate such impacts.

The Master Agreement contemplates provision of alternative lands where areas are removed from CNEA use and provides a framework for addressing material financial impacts through consultation and negotiation where warranted. City staff continue to assess replacement site options and estimated impacts. Given this ongoing mitigation work, staff do not anticipate that redevelopment of the Parking Lot will materially impair the CNEA's ability to continue operating the annual CNE.

The proposed long-term lease would help secure Tempo's ongoing presence at ExPlace by strengthening the team’s operational and community footprint on City-owned lands. The Toronto Tempo currently plays home games at the City-owned Coca-Cola Coliseum under a short-term sublease with Maple Leaf Sports & Entertainment Ltd. and has made significant investments in the facility to support high-performance women’s basketball.

Establishing a dedicated practice facility at ExPlace would reinforce the viability of Coca-Cola Coliseum as the team’s long-term home venue by anchoring Tempo’s training, development, and community programming on-site. Together, these investments would strengthen the role of ExPlace and Coca-Cola Coliseum as a key destination for women’s professional sports, alongside its use by the Toronto Sceptres

Proposed Long-Term Lease: Overview and Key Terms

The Leased Lands would comprise approximately 0.7 hectares (1.75 acres) and would exclude the respite centre, pumping station, and the portion of the Parking Lot to be developed as the Park and retained under the City's fee simple ownership.

The Practice Facility would be located on the Leased Lands, would be approximately 60,000 square feet and would include two full-sized indoor basketball courts, training and conditioning spaces, medical and support areas, multi-purpose rooms, and amenities to support community access such as public change rooms, storage and City office space.

The lease would be net and carefree to the City. The Tenant would be responsible for all costs associated with permitting, design, construction, financing, operations, maintenance, repairs, utilities, and applicable taxes for the Practice Facility throughout the term. The City would not contribute capital funding toward the construction of the Practice Facility. The proposed lease terms are outlined in Attachment 1.

Design Excellence

The proposed lease includes a commitment to design excellence as a fundamental principle of the Practice Facility and requires City review and approval of all design proposals, drawings and specifications. As part of the development review process, the proposal will be reviewed against Official Plan policies for good planning and urban design. The proposal was presented to the City's Design Review Panel on May 6, 2026. The panel of architects, landscape architects, urban designers and engineers was complimentary of the building's proposed design, particularly its relationship to the surrounding context, including the Princes' Gates and the modernist architecture of ExPlace.

The building and public realm design will be further refined through the Site Plan Control process, with plans secured in a future Site Plan Agreement to be registered on the leasehold parcel. The park design will proceed through a separate community consultation and Indigenous engagement process led by Parks and Recreation staff and Tempo.

New City-Owned Park

The Official Plan *Parks* designation and local plans including the Fort York Neighbourhood Secondary Plan and Exhibition Place Master Plan establish a long-term vision for 701 Fleet St as parkland. Parks and Recreation's 10-year Capital Plan includes $1.6M to advance park design beginning in 2030; however, the full cost of park development is currently unfunded. The proposed terms of the lease would enable delivery of a new park with outdoor recreation facilities at least ten years sooner than would otherwise be possible.

Delivery of the Park would significantly enhance local parkland provision and improve connections between existing area parks and the waterfront. The Park is consistent with the vision set out in the Exhibition Place Master Plan for the Property as a gateway to ExPlace and a north-south connection that supports waterfront access.

As part of the proposal, Tempo would design and construct a new approximately 3,425 square meter (0.85 acre) park on the non-leased portion of the Parking Lot. The Park would become part of the City’s parks system, be operated by City staff, and be accessible to the public year-round.

The Park is proposed to include outdoor recreation amenities such as basketball courts, pathways, seating, lighting, landscaping, trees, and shade elements. Delivery of new outdoor basketball courts is consistent with the Council-approved Parks and Recreation Facilities Plan which identifies a need for sport courts city-wide, including a specific need for basketball facilities in areas of growth such as Ward 10. Public washrooms would be constructed within the Practice Facility and would be accessible from the Park during typical operational hours.

A community and Indigenous engagement process is underway to inform Park design, led by City staff with support from Tempo, and includes a public survey and community pop-up engagement opportunities. The design of the Park will be undertaken and paid for by Tempo and approved by City staff according to design parameters and City requirements which would be set out in a Construction Management Agreement (CMA).

It is proposed that the City enter into a CMA with Tempo to support design and delivery of the Park and the Practice Facility and secure any obligations not otherwise secured through the Site Plan Approval process. The CMA would secure Park build-out, set out Park design and construction specifications, and ensure the Park is transparently delivered and executed in accordance with the approved design specifications and any applicable regulatory requirements. It would also provide Tempo with access to City land for environmental work, staging, tie-backs and related construction activities.

Tempo would be responsible for the cost of designing and constructing the Park and delivering it to City standards. The City would be responsible for any costs required to remediate the lands to a condition suitable for parkland use, in accordance with regulatory guidelines, as set out in Attachment 1.

Operating costs for the Park and community access beyond the Tenant's contributions have been considered by staff and would be brought forward through future annual budget processes.

Community Access

A key objective of the proposal is to secure meaningful, guaranteed community access to high-quality indoor recreation facilities. Concurrently with the proposed lease, the City and Tempo would enter into a Community Access Agreement (the "CAA") to formalize year-round City programming and public access in the Practice Facility, as described in Attachment 1.

Under the proposed CAA, the City would receive a minimum guarantee of 2,260 hours of year-round access annually to the Practice Facility for City-led recreation programming, with a focus on basketball and related activities. Publicly accessible space would include the Tempo gym and associated spaces, such as fitness facilities and multi-purpose rooms.

Access would be structured to align with the WNBA season and off-season through a shared-use model that provides:

- Dedicated City use during the WNBA off-season when the full double gym and associated spaces will be available for community programming; and
- Guaranteed access to a portion of the gym and ancillary spaces during the WNBA season, scheduled annually in coordination with City staff.

In addition to the programmable gym and facilities, the proposed Practice Facility would include amenities such as public change rooms, storage, and ancillary spaces to support City-run programs, including CampTO seasonal camps.

Community recreation programming would include registered, drop-in and permit opportunities and seasonal programming, with a focus on women, girls, and youth. Programming details would be developed by Parks and Recreation in collaboration with the local Councillor and informed by neighbourhood needs and City-wide recreation priorities. Parks and Recreation would also develop communications tools to ensure public programming and access hours are clearly communicated throughout the year and to maximize public use.

Conclusion

The proposed long-term Lease and Community Access Agreement at 701 Fleet Street represent a strategic use of City-owned land to deliver significant public benefit.

Through the proposed agreements, the City would secure a new City-owned park on an accelerated timeline, high-quality indoor and outdoor recreation amenities, and guaranteed year-round community programming and public access without requiring direct City capital investment in the Practice Facility or Park.

CONTACT

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SIGNATURE

Patrick Matozzo
Executive Director, Corporate Real Estate Management

Terry Ricketts
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ATTACHMENTS

Attachment 1 - Terms and Conditions of 701 Fleet Street Land Lease, Schedule A and Appendix A

Confidential Attachment 1

Attachment 1

Terms and Conditions of 701 Fleet Street Land Lease

No.	Item	Terms and Conditions
1	Landlord	City of Toronto (the "City" or the "Landlord")
2	Tenant	Tempo Basketball Club Inc. ("Tempo" or the "Tenant")
3	Leased Lands	Approximately 1.75 acres on a portion of the lands municipally known as 701 Fleet Street per the attached sketch - Appendix 'A' subject to final design. For certainty, the Leased Lands will not include the Park (as defined below).
4	Permitted Use	Leased Lands to be used to construct and operate a high-performance Athletic Training Facility with community amenities (collectively, the "Practice Facility") with a focus on programming for professional women and girls basketball, and any other uses complementary to the foregoing, including community uses, permitted by applicable law from time to time, and for no other uses whatsoever, unless agreed to in writing by the City (Executive Director, Corporate Real Estate Management, in consultation with the General Manager, Parks, and Recreation) acting reasonably. "Athletic Training Facility" means a building or portion of a building used for the purposes of athletic training and practice, which may also include accessory or associated uses including, but not limited to, a gymnasium, medical offices, business operations of a professional sports organization, retail spaces, media areas and community spaces.
5	Commencement Date	September 15, 2026
6	Term	Initial term of 40 years (the "Initial Term"), with a first renewal term of 20 years (the "First Renewal Term") and a second renewal term of 20 years (the "Second Renewal Term") the Initial Term, the First Renewal Term and the Second Renewal Term, collectively the "Term").

No.	Item	Terms and Conditions
7	Basic Rent	Base Rent during the Initial Term will be equal to one dollar per annum. Base Rent during the First Renewal Term and the Second Renewal Term shall be at fair market value, calculated based on current market values of comparable commercial recreation facilities. Beginning in Year 5 and continuing throughout the Initial Term, the Tenant is required to pay to the Landlord an annual amount of $100,000 (the "Operating Additional Rent"). Operating Additional Rent will be used towards operating capital, including specific to Women coaches and clinicians throughout the Toronto Parks and Rec system. In Year 5, the Tenant may choose to pay $2.0 million as a lump sum payment as an alternate to the Operating Additional Rent. The Operating Additional Rent shall not be payable during any renewal terms.
8	Net and Carefree Lease	During the Term, the Practice Facility to be owned by the Tenant and Tenant shall be entitled to claim all depreciation in respect thereof; ownership transfers to Landlord at lease end. The Lease to be completely net and carefree to the City, with the Tenant responsible for all taxes and all ongoing costs throughout the Term. The City will make reasonable efforts to attempt to secure a Municipal Capital Facilities Agreement for the Leased Lands, but a failure to do so means that the Tenant will be responsible for all applicable property taxes charged. Landlord acknowledges that Tenant intends to seek exemption or relief from any obligations to pay realty taxes. Any MCF designation would require Council approval. The parties agree to work together to the extent feasible and legally possible, having regard to Tenant's use of the Leased Lands, to minimize the property tax assessment of the Practice Facility.

No.	Item	Terms and Conditions
9	Community Access Agreement	Upon lease execution, Tenant to enter into as a lease requirement a Community Access Agreement (to be attached as a schedule to the lease) outlining how public access for basketball related community programming, will be provided at the Practice Facility with reference to Schedule A. The Community Access Agreement will need to comply with all current and future Women's National Basketball Association ("WNBA") league and collective bargaining agreement requirements for team practice facilities, provided that in no instance shall the Tenant be relieved from fulfilling either directly or indirectly the community access contributions as described in the Community Access Agreement. The Community Access Agreement shall detail the year-round City programming and public access to the indoor areas within the Athletic Training Facility for a minimum of 2260 hours annually, summarized as follows and per the attached Schedule 'A' – Shared Use Model: a. The "Shared Use Model" during the Off-Season (being the double gym, weight room, and meeting rooms) to be available for City programming primarily focused on basketball and related use during use during the WNBA off-season (estimated mid-November to mid-April, approximately 23 weeks) for a minimum of 1760 hours annually. This will include two weeks annually free of programming to allow for required maintenance or repairs by the Tenant. b. The Shared Use Model while the Toronto Tempo WNBA Basketball Team or any successor thereto (the "Team") is In-Season includes half of the Double Gym to be available for dedicated City programming primarily focused on basketball and related uses and use for a minimum of 500 hours with such hours to be set annually in coordination with the City by the end of January of each year. The City will also have access to ancillary spaces to support City-run camps during July and August, including 2 multi-purpose rooms, a kitchenette or equivalent and lunch/storage space for City program staff. The Community Access Agreement will include, amongst other things, provisions concerning the City's responsibility for capital costs associated with damage to the Athletic Training Facility as a result of community use. The Tenant shall submit reports annually to the Landlord confirming completed community access use and activities, in a form consistent with the form appended to the Lease, or as modified by the Landlord, acting reasonably.

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<td>A. Community Amenities

B. Park Construction</td>
<td>A. Community Amenities
Community amenities refer to both elements to be included in the Practice Facility and a publicly accessible outdoor space (the “Park”). These obligations will be formalized through all appropriate agreements, which will outline the terms of public use, programming, and access, and will be included as a schedule to the Lease.

a. The Tenant shall ensure the following amenities and design elements are included in the Practice Facility, to be designed and constructed entirely at the sole cost of the Tenant:
- Public change rooms (access to the Shared Facilities including the Double Gym)
- Office space for two City staff members
- Dedicated storage space to support both indoor and outdoor programming, including storage space with electrical access and a sink proximate to the Park
- Publicly accessible washrooms (access from the Park)

b. The Tenant shall design and construct a Park including, at minimum, two full-sized basketball courts, seating areas, pathways, landscaping, water bottle filling station, shade, trees, horticulture and lighting.

Design of the Park is to be confirmed through community engagement and a detailed design processes in coordination with City staff.

B. Park Construction
The Tenant shall provide a Phase One and Phase Two Environmental Site Assessments (“ESA”) at its cost. The City shall reimburse the Tenant for the costs of bringing the Park lands to a condition suitable for public parkland use in accordance with applicable law, except for costs that would otherwise be incurred by the Tenant in the construction of the Park.

The scope and costs of the work will be approved by the City following the delivery of a Remedial Options Analysis (ROA) by the Tenant. The ROA will set out the feasible remediation or risk assessment measures and estimated costs. The City reserves the option to peer review the ESA’s and ROA.

Based on the ROA, the City will select, acting reasonably, its preferred remedial option for the Park, the scope of work, and estimated costs.

If the City elects to pursue a risk assessment approach:

1. the City shall have the opportunity to conduct a peer review of the risk assessment and any draft CPU;
2. the Tenant shall prepare and advance the risk assessment process and obtain, or assist the City in obtaining, all approvals, acceptances, filings and instruments required under applicable law to permit the Park lands to be used for public parkland purposes;</td>
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No.	Item	Terms and Conditions
		3. the Tenant shall implement, or cause to be implemented, all risk management measures required by the accepted risk assessment and any CPU, to the extent required as part of construction of the Park; and 4. the parties shall cooperate in determining which obligations are ongoing owner obligations under the CPU and which obligations form part of the Park construction work. The Tenant shall file, or cause to be filed, any Record of Site Condition ("RSC") or other filing required under applicable law to permit the Park lands to be used for public parkland purposes The City shall may conduct a peer review of any draft RSC. The following Base Park conditions shall be delivered by the Tenant and secured through Site Plan Approval: - Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing; - Grading inclusive of 300mm depth topsoil supply and placement. Where lands have been environmentally risk assessed in accordance with MECP regulations, the required depth profile of the environmental soil / soft cap will be 1.5 m of engineered fill compacted to 95% SPD and certified by the consulting engineer; - In the case of a risk-assessed site, all materials brought on site shall comply with the site-specific standards outlined in the Certificate of Property Use. In the case where no risk assessment of the site was required, all materials brought on site shall comply with the Ontario Reg. 153/04 Table 3 RPI standards: - Sanitary and storm service connections with manholes at street line; - Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service)); - Standard park sign. The Tenant and the City shall collaborate with respect to Park design and construction specifications and ensure the Park is transparently delivered and executed in accordance with design specifications and applicable regulatory requirements and will enter into any ancillary agreements that may be required.

No.	Item	Terms and Conditions
11	General and Capital Repairs, and Maintenance / Ongoing Operating Costs	Tenant to be responsible for all operating, maintenance, repair and capital costs required to maintain the Practice Facility and Leased Lands to a Class A standard throughout the term; City responsible only for damage caused by the City, its agents, or employees. Within five years of the commencement of operations of the Practice Facility, and every five years thereafter, during the term, the Tenant to, at their own cost, prepare and deliver to the Landlord an updated building condition assessment (BCA) assessment conducted by an accredited professional, of the Practice Facility. If the Landlord identifies any issues in the report and provides written notice, the Tenant to fix those issues in a commercially reasonable manner and in accordance with the maintenance standard in this section and provide proof that the work has been completed.
12	City's Responsibility	City to be responsible for maintenance of the Park on non-leased lands and maintenance of the public washroom facilities that are accessible to the park and not associated with the changerooms. The City and the Tenant will enter into such appropriate agreements to formalize the access, maintenance, care and control obligations between the City and Tenant with respect to the community amenities space in the Practice Facility.
13	Reserve Fund	The Tenant shall prepare and deliver to the Landlord evidence of sufficient capital funding reserves to fully fund capital repairs as identified in the BCAs and evidence of completion of required capital repairs to the Landlord every five years, concurrently with the delivery of an updated BCA.
14	Design Excellence	The Tenant understands that design excellence is a fundamental principle of the Practice Facility. All design proposals, drawings, specifications, and material changes related to the Practice Facility will be subject to review and approval by the City. The Tenant agrees to work closely with City staff to achieve high standards of building and landscape design through the Site Plan review process. The Tenant will also follow all secured measures throughout construction to ensure the project is delivered as intended. Tempo and City Planning have agreed that they will participate in one limited scope non-binding Design Review Panel (DRP) session. **Toronto Green Standard** Tenant acknowledges that it is required to develop the Proposed Development on the Leased Lands to include the Site-Specific Requirements set out in Schedule A. Tenant acknowledges that the Proposed Development shall meet or exceed the requirements of the Toronto Green Standard Version 4 Tier 2 energy performance level, unless otherwise agreed to as between the parties.

No.	Item	Terms and Conditions
15	Building at Term Expiry	Practice Facility delivered to the City (or demolished, at the City's discretion and at the Tenant's sole cost) at end of Term. Prior to the Second Renewal Term, the City shall advise the Tenant if the Practice Facility shall be demolished upon expiry of the Term. If the City elects to have the Practice Facility demolished upon expiry of the Term, for the balance of the Term, the Tenant shall only be responsible for all operating, maintenance, repair and capital costs required to maintain the Practice Facility to the appropriate standard for the Permitted Use.
16	Prohibited Uses	Prohibited uses include: - a casino or gaming facility; - a permanent themed dinner theatre; - professional live hockey, soccer, or motor facing events; - a permanent liquor licenced venue/night club solely for the purpose of providing live and recorded musical entertainment for standing room crow capacities of greater than 500 persons but less than 2999 persons; - a ticketed concert venue, promoted to the general public, for over 500 seats; - a hotel; - a shooting range, gun club or other activities which promote the use of firearms; - the sale and/or provision of goods and services not in keeping with a reputable and first class development, such as second hand goods or armed services surplus articles, insurance salvage stock, fire sale stock or bankruptcy stock or adult entertainment (excluding in-room adult movies); - the sale of firecrackers or fireworks; - an auction, other than an auction held in conjunction with a charity event taking place at the building, or an auction of high quality art or artefacts, jewellery, collectibles or similar items of quality and/or interest; - a bulk sale (other than a bulk sale made to an assignee or sub-tenant under a permitted transfer), liquidation sale, "going out of business" or bankruptcy sale, or warehouse sale, other than a sale of superfluous or out-of-date items, which will be permitted, whether or not they are being replaced; - a convention, trade or consumer show; - a use which, because of the merchandising methods or quality of operation likely to be used, would tend to lower the character of the Leased Lands or the balance of the lands as a whole; or any practice of unethical or deceptive advertising or selling procedures.

No.	Item	Terms and Conditions
17	Construction Milestones	The Tenant shall use commercially reasonable efforts to complete and open the Practice Facilities for operations by 31 July 2028, subject to force majeure or other delay that is out of the Tenant's reasonable control. The Park shall be completed by 31 October 2028, subject to force majeure or other delay that is out of the Tenant's reasonable control. The Tenant shall make commercially reasonable efforts to complete the Park at the same time as the Practice Facility. Subject to the terms of this agreement, in no case shall, weather permitting and subject to force majeure or other delay that is out of the Tenant's reasonable control, the Park be completed more than 100 days after the Practice Facility. The Tenant shall diligently proceed with and complete all development applications for and construction of the improvements on the Leased Lands in accordance with plans and specifications approved by the Executive Director, Corporate Real Estate Management in consultation with the General Manager, Parks and Recreation.
18	Performance Security	Prior to the commencement of construction of the Practice Facility, the Tenant shall deliver to the Landlord Performance Security, which shall remain in place until substantial completion of the Practice Facility. Performance Security may be reduced by the Tenant, provided the outstanding amount of the Performance Security shall not be less than fifty percent (50%) of the then current Cost to Complete (to be defined in the Lease). "Performance Security" means a labour and material or performance bond equal to a minimum of Fifty Percent (50%) of the hard costs component of the budget for the Practice Facility and the Park, together with a multiple obligee rider naming Landlord, in a form acceptable to Landlord, acting reasonably.

No.	Item	Terms and Conditions
19	Transfer/Assignment	The Tenant shall not assign, transfer or sublet the Leased Lands, Practice Facility or any part thereof, without obtaining the prior written consent of the Landlord, not to be unreasonably withheld, other than with respect to a permitted transferee or sublessee of the Tenant to be further particularized in the Lease. Without limiting the foregoing, it shall be unreasonable for Landlord to withhold its consent to a Transfer if Tenant reasonably demonstrates that the proposed transferee is: a) an entity which is (i) an affiliate of Tenant; or (ii) a successor of Tenant by way of amalgamation, merger, consolidation, or other form of reorganization provided that such affiliate or Tenant successor, as the case may be, has control of the ownership and operations of the Team; or b) an entity that is purchasing the Team from Tenant provided such purchaser has been approved by the WNBA. Notwithstanding the foregoing, Tenant shall have the right without the consent of Landlord to license or sublease the premises within the Practice Facility to third parties for purposes which are ancillary to the permitted uses of the Practice Facility such as, by way of example only and without limitation, licenses or subleases for community uses. Notwithstanding the foregoing, the Tenant shall have the right to grant Leasehold Mortgages as provided for in paragraph 20 below.
20	Leasehold Mortgages / Loans	Tenant may grant leasehold mortgages and any transfers of subleases and rents by way of security, and may extend, modify, renew or replace any such leasehold mortgages or Transfers (collectively, “Leasehold Mortgages”), without the prior approval of Landlord, provided that (i) Tenant provides Landlord with prior written notice thereof, (ii) Tenant is not in default under this Lease at the time of granting such Leasehold Mortgage, and (iii) such leasehold mortgagee (a “Leasehold Mortgagee”) has entered into an agreement with Landlord (wherein such Leasehold Mortgagee shall receive certain protections, including notice of default, a reasonable opportunity to cure any default (being a period beyond the Tenant’s applicable grace period), and a right to an assignment or replacement of this Lease on the same continuing terms and conditions of this Lease, if the Tenant’s default is not curable), which agreement shall be on terms and conditions acceptable to the Landlord, acting reasonably.

No.	Item	Terms and Conditions
21	Default / Remedies:	If Tenant receives notice from Landlord that Tenant is in default of any covenant under the Lease, Tenant shall have no less than 60 business days after receipt of such notice, or, if a period of more than 60 business days is reasonably required to remedy the default, such longer period of time as is reasonable provided Tenant has promptly commenced to remedy such default and is diligently pursuing the remedy of such default to completion. Subject to the rights of any Leasehold Mortgagee, only if such default is continuing beyond the applicable cure period, Landlord may, at its option, terminate the Lease.
22	Compliance with applicable laws/policies	Tenant shall at all times comply with all applicable laws, regulations and guidelines, and with all applicable City of Toronto policies, as further particularized in the Lease, including but not limited to Workers' Rights, Fair Wage Policies: and Labour Trade Contractual Obligations in the Construction Industry, and Non-Discrimination Policies.
23	Lease	The City shall prepare the Lease on the City's standard form. This Term Sheet contains the basic terms and conditions of the Lease. Supplementary terms and conditions shall be contained in the Lease, subject to negotiation and agreement by the Tenant. All documentation shall be in a form and content satisfactory to the City Solicitor and the Tenant, each acting reasonably.
24	Naming, Signage	The Tenant shall be permitted to sell the naming rights for the Practice Facility from time to time provided that the name of the Practice Facility does not contravene applicable law and applicable City policy. All exterior and interior signs shall comply with all applicable laws, including without limitation any City of Toronto signage by-laws, rules and requirements, and Tenant is responsible for all costs and expenses relating to signage, including any required applications and permits.
25	Lease Conditions	The Lease will be subject to conditions, including with respect to the Tenant's due diligence, obtaining all necessary WNBA and other Tenant Approvals necessary for the Proposed Development, and obtaining financing on terms and conditions satisfactory to the Tenant, in favour of the respective party having the benefit of the condition that must be satisfied (and/or waived by the respective party having the benefit of the condition in whole or in part) on or before the date set forth below, failing which the respective party having the benefit of the condition shall have the right to terminate the Lease, as further particularized in the Lease.

Schedule A – Conceptual Shared Use Model

Toronto Tempo-City of Toronto Shared Use Model

Model is conceptual. Details to be confirmed through lease and Community Access Agreement.

Total Minimum City Programming Hours: 2260 Annually

<table>
<tr><th rowspan="2"></th><th colspan="3" rowspan="2">Off-season
(24 weeks)</th><th>Training Camp</th><th colspan="5">Regular Season (Early May through Sept)</th><th>Play-Offs</th><th colspan="2" rowspan="2">Off-season
(24 weeks)</th></tr>
<tr><th colspan="7">In-season (28 weeks)</th></tr>
<tr><th>Amenity</th><th>Jan</th><th>Feb</th><th>March</th><th>Apr</th><th>May</th><th>Jun</th><th>Jul</th><th>Aug</th><th>Sept</th><th>Oct</th><th>Nov</th><th>Dec</th></tr>
<tr><td>Practice Facility - Off-season
City programming/use of double gym, weight room (subject to conditions), meeting rooms.</td><td colspan="3">1760 hrs off-season City programming (double gym)
21/24 weeks - excludes gym maintenance + transition time</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td colspan="2">1760 hrs off-season City programming (double gym)
21/24 weeks - excludes gym maintenance + transition time</td></tr>
<tr><td>Practice Facility - In-season
Shared City use of single court/half gym.
During CampTO: City access to include 2 multi-purpose rooms + kitchenette (or equivalent) and space for camp staff</td><td></td><td></td><td></td><td colspan="7">500 hours of shared in-season use (single gym)
Target 10 drop-in hrs/week throughout season (reduced during training camp) plus CampTO and City Use Days during Tempo Road Trips</td><td></td><td></td></tr>
<tr><td>Community Support Space
City office space (2 staff), change rooms*, washrooms, storage to support indoor and outdoor programs</td><td colspan="12">100% community use year-round</td></tr>
</table>

*Change rooms will be available to the public when the gym/indoor amenities are in public use.

Appendix A - Leased Lands