

**DELEGATED APPROVAL FORM  
CITY MANAGER  
DEPUTY CITY MANAGER, CORPORATE SERVICES**

**TRACKING NO.: 2019-227**

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017

<b>Prepared By:</b>	Daran Somas	<b>Division:</b>	Real Estate Services
<b>Date Prepared:</b>	July 31, 2019	<b>Phone No.:</b>	(416) 397-7671

<b>Purpose</b>	To obtain authority for the City of Toronto (the "City") to enter into a conditional sublease agreement (the "Sublease") with State Street Trust Company Canada (the "Sublandlord") for office space, for use by Toronto Court Services, conditional upon securing consent from the Head Landlord (30 Adelaide Street East Limited Partnership), as detailed in Appendix "A".
<b>Property</b>	30 Adelaide Street East, Toronto (the "Property") as shown in Appendix "B". The premises to be subleased by the City is the entire 7 <sup>th</sup> floor (the "Premises") as shown in Appendix "C".
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City enter into the Sublease with the Sub-Landlord for the Premises on the terms and condition outlined in Appendix "A" attached hereto and on such other or amended terms as may be satisfactory to the Deputy City Manager, Corporate Services, and in a form acceptable to the City Solicitor.</li> <li>The Deputy City Manager, Corporate Services or her successor or designate, shall administer and manager the Sub-Lease including provision of any consents, certificates, approvals, waivers, notices and notices or termination, provided that the Deputy City Manager, Corporate Services may at any time refer consideration of such matters to City Council for its determination and direction.</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>The total cost to the City for the term of three (3) years will be approximately \$3,763,317.56 (net of HST recoveries), of which \$1,967,380.35 (net of HST recoveries) relates to the basic rent and \$1,795,937.21 (net of HST recoveries) for additional rent. Funding is available in the 2019 Council Approved Operating Budget for Court Services (under cost centre CT2001) and will be included in future Operating Budget submissions for Council consideration. Please see Appendix "D" for details, by fiscal year.</p> <p>The Chief Financial Officer &amp; Treasury has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>By a 2001 lease and a 2008 lease, the City currently occupies 46,500 sq. ft. at 481 University Avenue used by Toronto Court Services as office, ticketing payment and court operations. The 2001 lease for Suite 115 (128 sq. ft.), 200 (14,903 sq. ft.) and 900 (9,591 sq. ft.) was authorized by Report No. 11 (1) of the Policy &amp; Finance Committee, adopted by Council on July 24, 25 &amp; 26 of 2001 authorized a term of 7 years, commencing February 15, 2002 to February 14, 2009. AC 4 (10) - June 27, 28, 29, 2006 authorized a replacement 7 year term, commencing January 1, 2007 to December 31, 2013. EX43.7 – May 11 and 12, 2010 [DAF Tracking No. 2013-118] authorized a 5 year extension (January 1, 2014 – December 31, 2018), plus an option to extend for 5 years at market rent, with an early termination right by landlord for demolition/substantial renovation without compensation. This lease was extended by DAF 2018-066 for 3 years, from January 1, 2019 to Dec 31, 2021.</p> <p>The 2008 lease for Suite 120 (16,972 sq. ft.) was authorized by GM18.9 – October 29 and 30, 2008, for a term of 10 years (June 1, 2009 – May 31, 2019), with 2 options to extend for 5 years each. EX43.7 – May 11 and 12, 2010 [DAF Tracking #2017-015] authorized a Lease Amending Agreement permitting the landlord to terminate the lease early, with payment of compensation to the City. If the termination notice is given in 2018, \$3,000,000.00 would be payable to City, with such amount decreasing 5% in each subsequent year. This lease was extended and amended by DAF 2018-065, from June 1, 2019 to Dec 31, 2021.</p> <p>The Landlord sent a notice dated February 28, 2018, to terminate the 2008 lease of Suite 120 on the last day of February, 2020, together with a certified cheque for \$565,000.00, with the balance of the lease termination payment to be paid by certified cheque to the City, on or before the last day of February, 2020. The Landlord sent a further notice dated February 20, 2019, to terminate the 2001 lease of Suites 115, 201 and 900, on March 31, 2020. Toronto Court Services were originally scheduled to relocate to a City owned location by 2020. However, current timelines have shifted and the required work for the future location is now scheduled to be completed sometime in 2022.</p> <p>City staff have reviewed the current City-owned portfolio and have determined along with Courts staff that at this time, the 30 Adelaide St. East location and Sublease is the most cost effective option for Toronto Courts, while accommodating their needs to deliver their programs and services.</p>
<b>Terms</b>	Please see Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	13 – Toronto Center
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	2,264 m <sup>2</sup> ± (24,370 ft <sup>2</sup> ±)
	<b>Other Information:</b>	

A.	Deputy City Manager, Corporate Services has approval authority for:	City Manager has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System &amp; Parks &amp; Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions and Agencies.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017.</p> <p><input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><b>Delegated to a less senior position.</b></p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p><b>Delegated to a less senior position.</b></p>

<p><b>B. City Manager and Deputy Manager, Corporate Services each has signing authority on behalf of the City for:</b></p> <ul style="list-style-type: none"> <li>• Documents required to implement matters for which he or she also has delegated approval authority.</li> </ul>
<p><b>Deputy City Manager, Corporate Services also has signing authority on behalf of the City for:</b></p>
<ul style="list-style-type: none"> <li>• Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>• Expropriation Applications and Notices following Council approval of expropriation.</li> </ul>

Consultation with Councillor(s)										
Councillor:	Councillor Kristyn Wong-Tam					Councillor:				
Contact Name:	Tristan Downe-Dewdney					Contact Name:				
Contacted by:	X	Phone	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Consent 06/26/2019					Comments:				
Consultation with Divisions and/or Agencies										
Division:	Toronto Court Services					Division:	Financial Planning			
Contact Name:	Susan Garossino					Contact Name:	Filisha Jenkins			
Comments:	Consent - 06/20/2019					Comments:	Consent – 07/17/2019			
Legal Division Contact										
Contact Name:	Soo Kim Lee									

DAF Tracking No.: 2019 - 227	Date	Signature
Recommended by: Manager, Real Estate Services	August 1, 2019	Signed by Alex Schuler
Recommended by: Acting Director, Real Estate Services	August 1, 2019	Signed by Nick Simos
<input type="checkbox"/> Recommended by: Deputy City Manager, Corporate Services <input checked="" type="checkbox"/> Approved by: Josie Scioli	August 6, 2019	Signed by Josie Scioli
<input type="checkbox"/> Approved by: City Manager Chris Murray		X

**General Conditions ("GC")**

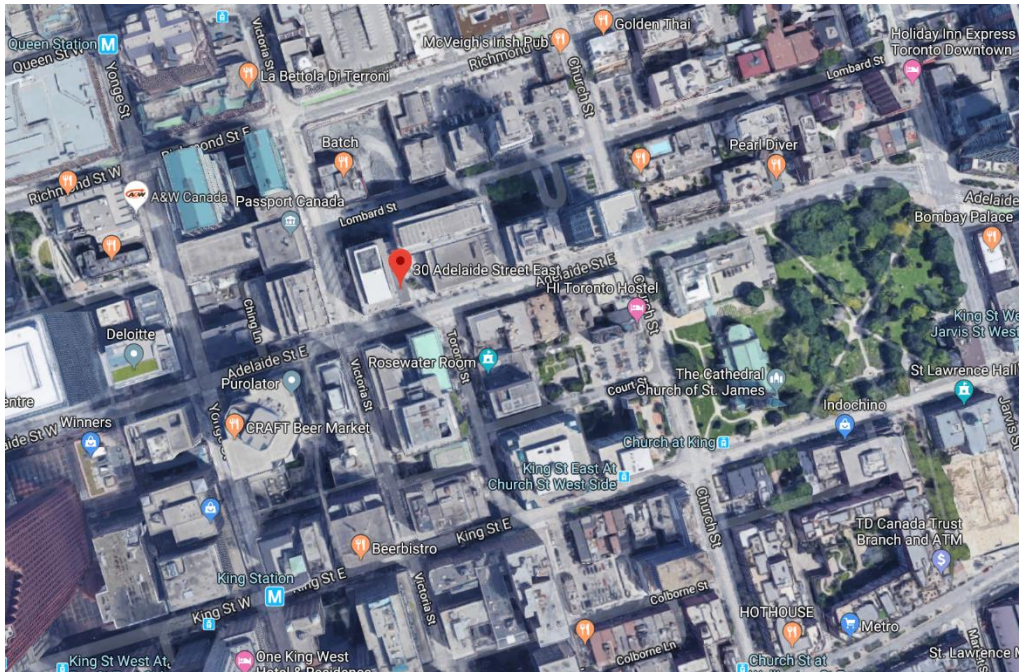
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M<sup>2</sup> or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

**APPENDIX "A"**  
**MAJOR TERMS AND CONDITIONS**

<b>Sub-Landlord:</b>	State Street Trust Company Canada
<b>Head Landlord:</b>	30 Adelaide Street East Limited Partnership
<b>Sub-Tenant:</b>	City of Toronto
<b>User:</b>	Toronto Court Services
<b>Leased Premises:</b>	approx. 24,370 square feet on the 7 <sup>th</sup> floor within the lands and building known municipally as 30 Adelaide Street East, Toronto
<b>Sublease Term:</b>	Three (3) years, which includes a two (2) month Fixturing Period.
<b>Fixturing Period:</b>	The City shall pay utilities only, for the two (2) month period commencing after receipt of the Head Landlord's consent to the Sublease, which will be on or about September 1, 2019. During the Fixturing Period, all terms of the Sublease shall apply, except the City is not required to pay Basic Rent or Additional Rent.
<b>Commencement Date:</b>	The Commencement Date will be the day after the Fixturing Period, commencing on or about November 1, 2019 and expiring on August 31, 2022.
<b>Sublease Expiry Date:</b>	The expiry date is August 31, 2022. The Sublandlord has significant restoration obligations under the Head Lease, and requires the City to vacate on the expiry date.
<b>Redacted Head Lease:</b>	The Sublandlord would only provide a redacted copy of the Head Lease between the Sublandlord and the Head Landlord. Throughout the Sublease Term, the City shall comply with the unredacted terms that are set out on the redacted copy of the Head Lease. Any clauses in the Sublease which require Sublandlord consent, requires consent from the Head Landlord as well. The Sublandlord shall use reasonable efforts to enforce the Head Landlord's obligations in the Head Lease, if requested to do so, and at the City's sole expense.
<b>Conditional on Head Landlord Consent:</b>	The Head Landlord will not consider the Sublease for consent, unless it is fully signed. The Sublandlord shall promptly submit the signed Sublease to the Head Landlord for consent. The Sublease is conditional upon the Head Landlord's consent, within fifteen (15) business days following execution by both parties, provided that such consent is in a form acceptable to the Sublandlord and the City, each acting reasonably. Such consent shall be considered not acceptable to the City, at the City's sole discretion, if the consent: (i) does not permit the City to remain in possession of the Premises following termination of the Head Lease due to Sublandlord's default, so long as the City is in good standing under the Sublease (ii) requires the City to comply with the redacted terms of the Head Lease, or (iii) requires the City to waive its rights under Sections 21 and 39(2) of the Commercial Tenancies Act (Ontario). The Head Landlord shall be deemed to not consent, in the absence of a response within fifteen (15) business day, and in such case, the Sublease shall be at an end, and neither party shall have any further obligations to the other.
<b>Use:</b>	The Premises may be used for general office use or any other use permitted by the Redacted Lease.
<b>Basic Rent:</b>	The Basic Rent for the Term shall be \$28.00 per square foot of the rentable area per annum (\$682,360.00) payable in advance in equal monthly installments of \$56,863.33 each.
<b>Deposit:</b>	Before being granted access for fixturing, the City shall deliver a cheque in the amount of \$217,542.87 to the Sublandlord, representing the first two (2) months Basic Rent and Additional Rent.
<b>Additional Rent:</b>	The City shall pay a proportionate share of the Additional Rent payable by the Sublandlord as set out in the Head Lease. Proportionate share means a percentage that the Rentable Area of the Sublease premises is to the Rentable Area of the Sublandlord's premises under the Head Lease. Estimated Additional Rent for 2019 are approximately \$25.56 per sq. ft., being \$10.10 per sq. ft. for realty taxes and \$15.46 per sq. ft. for operating costs, with any management fee payable not to exceed 15% of operating costs. Any adjustment of rent shall be in accordance with the Head Lease.
<b>Harmonized Sales Tax:</b>	The City shall pay all applicable HST on rent and other amounts payable to the Sublandlord.
<b>Interest on Late Payment:</b>	Late payment shall require payment of interest equal to Three (3%) percent in excess of the prime lending rate of a Canadian bank designated by the Sublandlord.
<b>"As-is" Condition</b>	The City shall accept the Premises in "As Is" condition. All other improvements shall be the City's responsibility. Prior to the Fixturing Period, the City shall deliver plans to the Sublandlord (and Head Landlord, if applicable) for approval.

<b>Existing Furniture:</b>	The Sublandlord shall provide to the City all existing furniture (including work stations, cabling, desks, tables and kitchen appliances), with any unwanted furniture to be tagged and removed.
<b>Restoration of Premises</b>	At the end of the term, as required by the Head Landlord and the Sublandlord, the City shall remove alterations or improvements made by the City, and repair any damage.
<b>Option to Extend</b>	There is no option to extend.
<b>Non-Disturbance Agreements from Lenders:</b>	The Head Landlord will not provide any non-disturbance agreements from its lenders in favor of the City. In the event of foreclosure or power of sale due to default of the Head Landlord's financing, there is no obligation for the lender or a purchaser to assume the sublease.
<b>Sublease subordinate to Head Lease:</b>	The sublease is subject to and subordinate to any amendments and supplements to the Head Lease, provided that any such amendment or supplement which would prevent or adversely affect the use by City of the premises in accordance with the sublease, materially increase the obligations of City, or materially decrease its rights under the sublease, shall not be deemed incorporated without the express prior written consent of City in its commercially reasonable discretion.
<b>Sublandlord not to Terminate Head Lease:</b>	The Sublandlord is negotiating with the Head Landlord to terminate and surrender the Head Lease, which comprise over 200,000 sq. ft. of leased space. The Sublandlord agreed not to exercise any option to terminate, surrender or cancel the Head Lease, or shorten its term, except to the extent that Sublandlord shall cause the Head Landlord, as a condition, to first enter into a direct lease between the Head Landlord and the City, on substantially the same terms and conditions of the sublease (including the Basic Rent and Additional Rent).
<b>No Right to Overhold:</b>	Any overholding shall be subject to minimum damages of 1.5 times Basic Rent and Additional Rent for the first month, and thereafter at 2.0 times such amounts per month. The Sublandlord may exercise any and all remedies to recover possession of the Premises and to recover damages from the City, including without limitation, any direct, indirect, consequential, lost profits or otherwise.
<b>Default:</b>	If City in default of the Sublease, in addition to its rights and remedies, the Sublandlord may take legal action to recover rent for the balance of the Sublease term.
<b>No Assignment/Sublet:</b>	No assignment or sublet, except in accordance with the Head Lease.
<b>Insurance and Indemnity:</b>	The sub-tenant shall maintain insurance as required by Part 10 of the Redacted Lease (liability insurance of \$5,000,000.00 per occurrence or higher), and shall indemnify the sub-landlord against all demands, claims, liabilities, losses, damages incurred by the sub-landlord arising from any negligent act or omission of the sub-tenant and those for whom it is responsible, and the use and occupation of the Premises by the sub-tenant and those for whom it is at law responsible.
<b>Municipal Capital Facility Agreement:</b>	The sub-landlord agrees to use commercially reasonable efforts, at the sole cost and expense of the City, to request that the Head Landlord sign a municipal capital facility agreement between the Head Landlord, the Sublandlord and the City ("MCFA"), which will provide that if the Council of the City of Toronto passes a by-law to exempt the Premises from taxation for municipal purposes if the City as subtenant considers that the Premises may be used as a municipal capital facility, and to pass the full benefit of the realty tax exemption to the City as subtenant. However, the refusal by the Head Landlord to sign the MCFA shall not be a default under the sublease.
<b>Confidentiality:</b>	The Sublandlord acknowledges that all information and documents provided to the City is subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario) ("MFIPPA"), and that its confidential information may be disclosed as required by MFIPPA or in a report to City Council. In the event disclosure is required by MFIPPA, the City shall promptly notify the Sublandlord of the existence of such request or demand. The City shall disclose only that portion of or the confidential information that it is legally required to be disclosed.
<b>Real Estate Commission:</b>	The Sublandlord shall be pay all real estate commission related to Sublease.

# APPENDIX "B" LOCATION MAP - PROPERTY



**APPENDIX "C"**  
**PREMISES**  
**7<sup>th</sup> Floor 30 Adelaide Street East Floor Plan**  
**24,370 square feet**



**APPENDIX "D"**  
**Financial Impact by Fiscal Year**

	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>
<b>Basic Rent</b>	\$ 113,726.67	\$ 682,360.00	\$ 682,360.00	\$454,906.67	\$ 1,933,353.33
<b>Op cost</b>	\$ 62,793.37	\$ 376,760.20	\$ 376,760.20	\$251,173.47	\$ 1,067,487.23
<b>Realty Taxes</b>	\$ 41,022.83	\$ 246,137.00	\$ 246,137.00	\$164,091.33	\$ 697,388.17
<b>Total</b>	\$ 217,542.87	\$ 1,305,257.20	\$ 1,305,257.20	\$870,171.47	\$ 3,698,228.73