

June 4, 2020

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**ADDENDUM NO. 1  
REQUEST FOR PROPOSALS  
Opportunity to Lease and Operate  
Affordable Rental Housing with Support Services  
for Women at 389 Church Street**

**CLOSING: 12 P.M. NOON (LOCAL TORONTO TIME), July 22, 2020**

Please refer to the above Request for Proposal (RFP) document in your possession and be advised of the following:

1. The above RFP posted on June 1, 2020 did not include Schedule D: Leasehold Mortgage, to the Offer to Lease at Appendix J. The online version of the RFP has now been updated to add the Leasehold Mortgage Schedule to the Offer to Lease at Appendix J, and the Schedule is also attached to this Addendum. The updated RFP can be found on the City of Toronto website at:  
<https://www.toronto.ca/community-people/community-partners/affordable-housing-partners/open-requests-for-proposals/>

**Attachment: Schedule D: Leasehold Mortgage to the Offer to Lease at Appendix J of the RFP**

## Schedule D

### LEASEHOLD MORTGAGE

#### Additional Provisions

1. It is agreed by the Chargor and the Chargee that this Charge is given as collateral security for the Chargor's performance of its obligations under a Contribution Agreement on \_\_\_\_\_, 201\_, (herein called the "Agreement"), which Agreement has been entered into with the Chargee and default under the terms of the Agreement, shall constitute default under the terms of this Charge.

2. It is agreed that the Chargee's rights hereunder shall in no way merge or be affected by any proceedings which the Chargee may take under the Agreement and/or under any other collateral security securing the performance of obligations under the Agreement and that the Chargee shall not be required to take proceedings under the Agreement, before proceeding under this Charge and conversely, no proceedings under this Charge or other collateral security or any of them shall in any way affect the rights of the Chargee under the Agreement and the Chargee shall not be required to take proceedings under this Charge or any other collateral security before proceeding under the Agreement.

3. Paragraph 14 of the set of Standard Charge Terms filed as number 200033 on November 3, 2000 and forming part of this Charge is hereby deleted and the following substituted therefor:

"14. If the Chargor offers, lists, advertises, sells, transfers, disposes of, leases, licenses, mortgages, charges, encumbers or holds out or offers for sale, lease, licence, or disposal the land or any part, or permits any mortgage, charge or other encumbrances to remain outstanding in respect of the Land or any part or revises, alters, renews or amends any mortgage, charge or encumbrance or otherwise deals with the Land or any part other than in accordance with the Agreement, the principal amount secured by this Charge, or such lesser amount as may be outstanding pursuant to the provisions of the Agreement shall, at the option of the Chargee, immediately become due and payable. PROVIDED that no permitted sale or other dealing by the Chargor with the Land or any part shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any person liable for payment of the monies hereby secured."

4. Paragraph 16 of the set of Standard Charge Terms filed as number 200033 on November 3, 2000 and forming part of this Charge is hereby deleted and the provisions of section 12 of the Agreement are substituted therefor.

5. It is understood an agreed that notwithstanding anything in the standard charge terms made part of this Charge or any provisions of any other document or certificate or security provided in connection with this Charge, the Chargor shall not be obligated or liable to repay all or any portion of the indebtedness hereunder including principal, interest, premium, costs of realization, damages or any other monies secured by owing under or in connection herewith, including under any indemnity (collectively for the purpose of this paragraph only the "Indebtedness") and that the recourse of the Chargee to recover the Indebtedness shall be limited and restricted to the right of the Chargee to enforce its security solely against the charged property and the rents, chattels and proceeds (including insurance proceeds) relating to the charged property and to realize against the interest of the Charge or in the charged property and the proceeds thereof, and that the Chargee shall not be entitled to effect realization against any other property of assets or the Chargor (or any other person, corporation, partnership or entity) any deficiency remaining outstanding after such realization.

LRO # 80 Charge/Mortgage

In preparation on 2016 07 18 at 15:12

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

PIN Interest/Estate Fee Simple  
Description  
Address

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name PROPONENTS NAME  
Acting as an individual  
Address for Service Proponents address for service

I, xxxxxxxx, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)** Capacity Share

Name CITY OF TORONTO  
Acting as a company  
Address for Service 55 John Street, 26th Floor  
Toronto, Ontario  
MSV 3C8  
Attention: City Solicitor & Affordable Housing Office

**Statements**

Schedule:

**Provisions**

Principal \$ 500,000.00 Currency CDN  
Calculation Period  
Balance Due Date  
Interest Rate  
Payments  
Interest Adjustment Date  
Payment Date  
First Payment Date  
Last Payment Date  
Standard Charge Terms 200033  
Insurance Amount full insurable value  
Guarantor

**Additional Provisions**

\*\*\*\*\* THIS IS AN EXAMPLE ONLY \*\*\*\*\*