

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2021-138

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Myron Menezes	Division:	Corporate Real Estate Management
Date Prepared:	May 17, 2021	Phone No.:	(416) 338-3586

Purpose	To obtain authority to enter into a gross lease agreement with The Trustees of East End United Regional Ministry (the "Landlord" or the "Church") with respect to portions of the property, as defined below, for the purpose of community programming, social enterprise, provision of community services, an event and fundraising space, and for general office use or any other use agreed to in writing by the Landlord (the "Agreement").																										
Property	The property is municipally known as 1470 Gerrard Street East, legally described as Block A, Plan 1301 Toronto Except Parts 3 & 4 on 63R1754; City of Toronto and being all of PIN 21035-0201 (LT) (the "Property" or "Glen Rhodes Church"), as shown on the Location Map in Schedule "D".																										
Actions	1. Authority be granted to enter into the Agreement with the Landlord, substantially on the terms and conditions set out below, and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.																										
Financial Impact	<p>The total estimated cost to the City for the Five (5) years, seven (7) months and thirty (30) days lease, commencing on May 2, 2020 and expiring on December 31, 2025 is approximately \$655,075.00. HST is not charged as the Landlord does not pay HST. If HST is charged, it will be the Landlord's responsibility.</p> <table border="1"> <thead> <tr> <th>Fiscal Year</th><th>Term / Period</th><th>Total Expenditures</th></tr> </thead> <tbody> <tr> <td>2020</td><td>May 2020 - Dec 2020</td><td>90,075.00</td></tr> <tr> <td>2021</td><td>Jan 2021 - Dec 2021</td><td>113,000.00</td></tr> <tr> <td>2022</td><td>Jan 2022 - Dec 2022</td><td>113,000.00</td></tr> <tr> <td>2023</td><td>Jan 2023 - Dec 2023</td><td>113,000.00</td></tr> <tr> <td>2024</td><td>Jan 2024 - Dec 2024</td><td>113,000.00</td></tr> <tr> <td>2025</td><td>Jan 2025 - Dec 2025</td><td>113,000.00</td></tr> <tr> <td>Total</td><td>May 2, 2020 - Dec 31, 2025</td><td>\$ 655,075.00</td></tr> </tbody> </table> <p>The 2020 lease cost of \$90,075 has been paid to the Landlord in 2020. Funding is available in the 2021 Council Approved Budgets for Social Development, Finance & Administration (SDFA) under cost center G28201 and cost elements 1220200000. Future year expenditures will be referred to the City's annual budget process and will be included as part of future year budget submissions for Council consideration.</p>			Fiscal Year	Term / Period	Total Expenditures	2020	May 2020 - Dec 2020	90,075.00	2021	Jan 2021 - Dec 2021	113,000.00	2022	Jan 2022 - Dec 2022	113,000.00	2023	Jan 2023 - Dec 2023	113,000.00	2024	Jan 2024 - Dec 2024	113,000.00	2025	Jan 2025 - Dec 2025	113,000.00	Total	May 2, 2020 - Dec 31, 2025	\$ 655,075.00
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Comments	Refer to Appendix "A" for the Comments.																										
Terms	Refer to Appendix "A" for the Terms and Conditions.																										
Property Details	<table border="1"> <tr> <td>Ward:</td><td>14 - Toronto-Danforth</td></tr> <tr> <td>Assessment Roll No.:</td><td>190408350006500</td></tr> <tr> <td>Approximate Size:</td><td></td></tr> <tr> <td>Approximate Area:</td><td>930.14 m² ± (10,011.94 ft² ±)</td></tr> <tr> <td>Other Information:</td><td>PIN: 21035-0201</td></tr> </table>			Ward:	14 - Toronto-Danforth	Assessment Roll No.:	190408350006500	Approximate Size:		Approximate Area:	930.14 m ² ± (10,011.94 ft ² ±)	Other Information:	PIN: 21035-0201														
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A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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 & Parks & 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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 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 \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input checked="" type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 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 \$1 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/Estoppel 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>

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval

☒ Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Councillor Paula Fletcher	Councillor:	
Contact Name:	Susan Serran	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Objections – April 27, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	Social Development, Finance & Administration	Division:	Financial Planning
Contact Name:	Emily Martyn	Contact Name:	Patricia Libardo
Comments:	Comments incorporated – March 10, 2021	Comments:	Comments incorporated – April 30, 2021

Legal Services Division Contact

Contact Name: Catherine Thomas

DAF Tracking No.: 2021-138	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	May 19, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	May 21, 2021	Signed by Alison Folosea

SCHEDULE "A" – COMMENTS and MAJOR TERMS AND CONDITIONS

COMMENTS

Per letter CD25.9 adopted by the Community Development and Recreation Committee on January 17, 2018, the Community Development and Recreation Committee requested the Deputy City Manager Cluster A to assist in the exploration of increasing food access in east Toronto through the potential of a food hub at the Property or another suitable location to meet the deep needs of the community through establishing a working group in consultation with the local Councillor.

The Church, at its Glen Rhodes location, has facilitated the operation of a volunteer run food bank (the "Food Bank") at the Property for some time which is an extremely important community resource used by families from all over the east end of Toronto. Given that the COVID-19 pandemic has prompted significant job loss in Toronto, the Food Bank is more important now than ever to keep people well fed. The exceptional volunteers also run a weekly meal which also creates community for low income residents. The Food Bank has widespread support from businesses across Gerrard Street.

The Church advised the City that due to limited revenues, the Property might need to be sold which would almost certainly result in the cessation of the Food Bank. Recognition of the critical role played by the Food Bank became the impetus for finding a way to save the Food Bank, continue this vital service to the community and find funds to cover the operating costs of the Property.

Financial investments in the past made by the City towards the Property via the creation of a partnership with Red Door Shelter and a rental arrangement with the Parent Resource Centre have kept the food bank going temporarily. A long term solution was required to ensure this Food bank is not lost. On May 22, 2018 Council adopted a motion by Ward 14 City Councillor Paula Fletcher to approve one-time funding for a Community Food Hub Feasibility Project (the "Neighbourhood Food Hub") to support the development, implementation and evaluation of a community food hub model for the area around Coxwell Ave and Gerrard St. East at the Property. With the City of Toronto agency Applegrove Community Complex acting as the lead community partner and in collaboration with the Church, funding was approved for a one-year pilot to develop a community food hub concept and test the viability of the model. The Food bank is highly complementary with the Neighbourhood Food Hub. Both programs support using all available resources to provide emergency food support for the community in addition to supporting community resilience and food security in Toronto's East End.

In 2019 the Neighbourhood Food Hub delivered over 30 events, activities and programs on urban gardening; canning, pickling, and preserving; food waste reduction and food budgeting; intergenerational cooking; skills and certifications; healthy meal choices and nutrition. Significant funds raised through grants, community fundraising and sponsorships allowed the project to begin upgrading the facility, provide fresh affordable food to the community and start to transform Glen Rhodes into a truly operational community food hub. In 2020 the Neighbourhood Food Hub quickly transitioned from a pre-pandemic work plan focused on community gatherings and programming to emergency response, leveraging its rapidly growing public profile, partner, teams of volunteers, and fundraising to rapidly respond to the COVID-19 Pandemic with essential community food support. With the pilot project being a success and the project being viable for a more permanent arrangement, the City has decided to secure a lease agreement for Applegrove and the Neighbourhood Food Hub at the Property. This will minimize the risk of losing the the Food Bank in addition to ensuring the newly formed Food Hub is available to the community, supports the development of additional initiatives to address local food insecurity and preserves community.

Real Estate staff consider the terms and conditions of this proposed Lease to be fair, reasonable and reflective of market rates.

MAJOR TERMS AND CONDITIONS

Landlord:	The Trustees of East End United Regional Ministry
Leased Premises:	The Property has been divided into five categories of spaces: the City Exclusive areas, the Landlord Exclusive Use Areas; the PRC Lease Areas; the Shared Use Areas and the Common Areas. Each of these categories correspond to portions of the property shown on the floor plans attached hereto. The City has exclusive possession of the City Exclusive Areas at all times and shared access to the Common Areas at all times. Both the Landlord and the City may use the Shared Use Areas during the dates and times set out in the schedule. The PRC Lease Areas will become City Exclusive Use Areas as soon as the PRC Lease expires. The term Leased Premises includes the City Exclusive Use Areas, the Shared Use Areas and the Common Areas
Term:	Five (5) years, seven (7) months and thirty (30) days, commencing on May 2, 2020 and expiring on December 31, 2025.
Use:	The Leased Premises shall be solely used for community programming, social enterprise and provision of community services as well as an event and fundraising space, and for general office use or any other use agreed to in writing by the Landlord. Applegrove, the current expected user of the entire Leased Premises, is the City's agent and its use of all or a portion of the Leased Premises requires no further permission or consent on the part of the Landlord. There are no restrictions on how the Landlord uses the Landlord's Exclusive Use Areas or the Shared Use Areas.
Rent:	<ul style="list-style-type: none"> a) For the period from July 1, 2020 to December 31, 2020, \$50,000 (inclusive of any applicable HST) payable in monthly installments of \$8,333.33 on the 10th of each month. b) For the period from January 1, 2021 to December 31, 2025, \$113,000.00 (inclusive of any applicable HST) payable in monthly installments of \$9,416.67 on the 10th of each month.

This is a gross lease therefore Rent is inclusive of all charges, costs, expenses, taxes, rates, utilities and fees payable unless otherwise described in the lease but exclusive of the fit up work detailed below. No additional rent is payable.

In the event that the Landlord fails to secure vacant possession of the PRC Lease Areas by June 30, 2021, every monthly payment of Rent due after June 30, 2021 shall be reduced by the amount of \$2,226.00 until such time as the PRC Lease Areas are available for the exclusive use of the City.

- Fixturing Period:** Rent is not payable by the City for the period from May 1, 2020 – June 30, 2020.
- Fit Up Work:** upon receipt of quotes, the City shall immediately pay to the Landlord up to a maximum of \$40,000 (inclusive of any applicable HST), to facilitate the Landlord's completion of.
- a) the enclosure of the portion of the Shared Use Area commonly known as the Narthex. The Landlord shall take all commercially reasonable steps to ensure that the construction is completed by March 31, 2021;
 - b) the installation of an air distribution system in the basement no later than December 31, 2022;
- Early Termination:** At any time during the Term, the City may terminate the Lease with six (6) months' prior written notice to the Landlord for any reason at the City's sole and absolute discretion. The City can also terminate the Lease upon giving the Landlord thirty (30) days written notice solely in the event that Applegrove loses the operating budget that enables it to operate in the Leased Premises, as determined by the City in its sole discretion. The Landlord has no right of early termination.
- City Work/Signage:** Subject to the Landlord's prior consent, which may not be unreasonably withheld, delayed or provided subject to onerous conditions, the City may, at any time and from time to time at its sole cost and expense, erect, install, mount or affix signs or other means of way-finding as reasonably required for the Permitted Use anywhere within the Leased Premises.
- The City shall have the right without for any further permission, input or consent from the Landlord, at its own cost and expense, to make any minor or cosmetic changes, as determined in the City's sole discretion, to the City's Exclusive Use Areas, or any portion thereof. The City shall further have the right, at its own cost and expense, upon obtaining the Landlord's prior consent, which may not be unreasonably withheld, delayed or issued subject to onerous conditions, to make major or structural changes to the City's Exclusive Use Areas. Neither party may make any change whatsoever, be it cosmetic or structural, major or minor, to the Shared Use Areas or Common Areas, or any portion thereof, without the prior consent of the other.
- City Obligations:** The City is solely responsible for the operation of the Permitted Use within the Leased Premises, and for:
- keeping the Leased Premises in a clean, safe and orderly state free of any hazardous or toxic waste or substance, provided this obligation shall in no way relieve the Landlord from providing janitorial services and periodic cleaning as further set out in this Lease;
 - repairing any damage to the Property caused by gross negligence or misconduct of the City or someone for whom the City is responsible for at law.
 - and covering all of its own programming and staffing costs, including securing all necessary permits, permissions and consents.
- Landlord Obligations:** In addition to providing a full range of utilities and services, the Landlord must:
- a) keep or cause the interior and exterior of the Building (including all of its various electrical or mechanical systems, equipment), the Lands (including all fixtures, structures or improvements thereon) and all parts thereof, to be kept in working order and in a clean, orderly and safe condition as a prudent building owner would;
 - b) promptly do, make or cause, all such capital and non-capital work, repairs, rebuilding and replacements (structural or otherwise), ordinary as well as extraordinary, foreseen as well as unforeseen, including all such repairs, rebuilding and replacements which a prudent owner would do or cause to properly maintain and operate the Building (including the Building Systems and Structures) and the Lands (including all fixtures, structures or improvements thereon) considering the Permitted Use;
 - c) consult with the City regarding the order of priority of future capital works;
 - d) do all acts and things as may be necessary to ensure the continuous availability of such services and utilities the Landlord is obligated to provide in such manner as to cause as little disturbance to the Permitted Use of the City as may be practicable under the circumstances then existing;
 - e) ensure that all maintenance, repairs, replacements, alterations, changes, substitutions or improvements required to be effected by the Landlord hereto are in all respects to a standard at least substantially

equal to the quality and workmanship of the original work and materials affected and meet all requirements of Applicable Law, including but not limited to the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, or any successor or replacement legislations;

- f) immediately notify the City upon becoming aware of any asbestos or hazardous materials in any part of the Building or lands. Without limiting any other rights hereunder, the City may, upon receiving such notice elect to terminate the Lease or require the Landlord to seal, remove, dispose or eliminate the asbestos and/or hazardous materials to the satisfaction of the City; and
- g) comply with Applicable Law, including in particular, all public health measures when making use of the Landlord's Exclusive Use Area, the Shared Use Areas and the Common Areas.

Insurance:

The City must maintain:

- (a) all risks insurance (including flood and earthquake) property insurance in an amount equal to one hundred (100%) percent of the full replacement costs, insuring the Leased Premises and all property owned by the City or for which the City is legally liable located thereon; and
- (b) comprehensive general liability insurance including bodily injury, personal injury and property damage, with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence..

The Landlord must maintain:

- a) insurance against destruction or damage by fire and those additional perils contained in the "extended perils" endorsements of such insurance company or companies usual from time to time for similar risks to the extent of the full replacement cost thereof;
- b) if any boiler or pressure vessel is operated in the Building or on the Lands, boiler and pressure vessels insurance in such amount as may be reasonable from time to time but in any event not less than Two Million Dollars (\$2,000,000.00);
- c) commercial general liability insurance for bodily injury or death or property damage resulting from each occurrence in such amount as may be reasonable from time to time but in any event not less than Five Million Dollars (\$5,000,000.00);and
- d) during any period of construction, builder's risk insurance (CCDC Form 201) insuring such construction for the full replacement cost thereof with deductibles on a defined occurrence basis for all risks of physical damage.

All policies of insurance required to be taken out by the Landlord shall be placed with insurers to be approved by the City's Chief Financial Officer and Treasurer or their successor or designate from time to time, provided the parties hereby acknowledge and agree that Ecclesiastical Insurance Office plc is acceptable to the City's Chief Financial Officer and Treasurer as of the date of this Lease.

The City's Insurance and Risk Management group was consulted in negotiation of this clause.

Mutual Indemnity:

In recognition of the shared use of space, the parties have agreed to indemnify and release each other from and against all present and future claims, suits, actions, litigations, arbitrations, proceedings, including, without limitation, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, including legal fees on a full indemnity basis, plus interest, demands and actions of any nature or any kind whatsoever which are brought against or made arising out of the acts or omissions of the other.

Restoration of the Premises:

Upon the Expiry Date or early termination of the Term, the City shall peaceably surrender and yield up to the Landlord the Leased Premises in the condition that existed as of the Commencement Date, provided for the sake of clarity that the City shall be under no obligation to remove any alterations installed in accordance with the Lease.

Right of First Refusal To Purchase:

1. The Landlord shall not publicize, list, market or hold out for sale the Lands, or any portion thereof, without notifying the City in writing of its desire or intention to sell the Lands, or any portion thereof (the "Sale Notice"). The City shall notify the Landlord within fifteen (15) Business Days following receipt of the Sale Notice whether it wishes to commence negotiations with the Landlord regarding an agreement of purchase and sale with respect to said interest (the "Negotiation Notice"). Promptly after issuance of the Negotiation Notice, the parties shall commence good faith negotiations exclusively with each other for a period not to exceed ninety (90) days after issuance of the Negotiation Notice. If the Landlord does not receive a Negotiation Notice within fifteen (15) Business Days or, if the parties fail to enter into a legally binding agreement for the purchase and sale of the Lands, or the relevant portion

thereof, the Landlord shall be free to externally publicize, list, market or hold out for sale the Lands, or a portion thereof, for a period no longer than one (1) year from the date of the Sale Notice. In the event that the Landlord's efforts result in a bona fide offer to purchase from a third party within one (1) year of from the date of the Sale Notice, point (2) below shall apply, provided that the City shall only have fifteen (15) Business Days to issue the Purchase Notice. For the purpose of this Section 18(1), the term "Business Days" shall mean any day except any Saturday, Sunday, or any day which is a statutory holiday in Ontario.

2. If, at any time during the Term, the Landlord shall, in response to a bona fide offer to purchase all or part of its interest in the Lands from a third party, desire to sell or otherwise dispose of such interest, it shall notify the City in writing of the party who desires to purchase such interest, the purchase price and other material terms upon which it desires to sell same (the "Purchase Notice") and the City shall, within forty five (45) days of receipt of the Purchase Notice, notify the Landlord in writing (the "Election Notice") whether it wishes to purchase such interest at the price and on the terms set forth in the Purchase Notice. If the City elects to purchase such an interest, the Landlord shall be bound to convey, assign or otherwise transfer such interest to the City promptly thereafter at such price and on such terms. If the City elects not to purchase such interest or fails to give notice of its intention to purchase within the forty five (45) days of receiving a compliant Purchase Notice, the Landlord shall be free to convey, assign, or otherwise transfer such interest only to that particular party at a price not less than stated in the Purchase Notice or on more favorable terms than those stated in the Purchase Notice. If the Landlord has not disposed of such interest to said party within ninety (90) days after receipt of the City's Election Notice the provisions of this Section shall again apply to the disposition by the Landlord of any such interest.

The City has the right to register Notice of Lease on title to the Property in order to foreground this obligation.

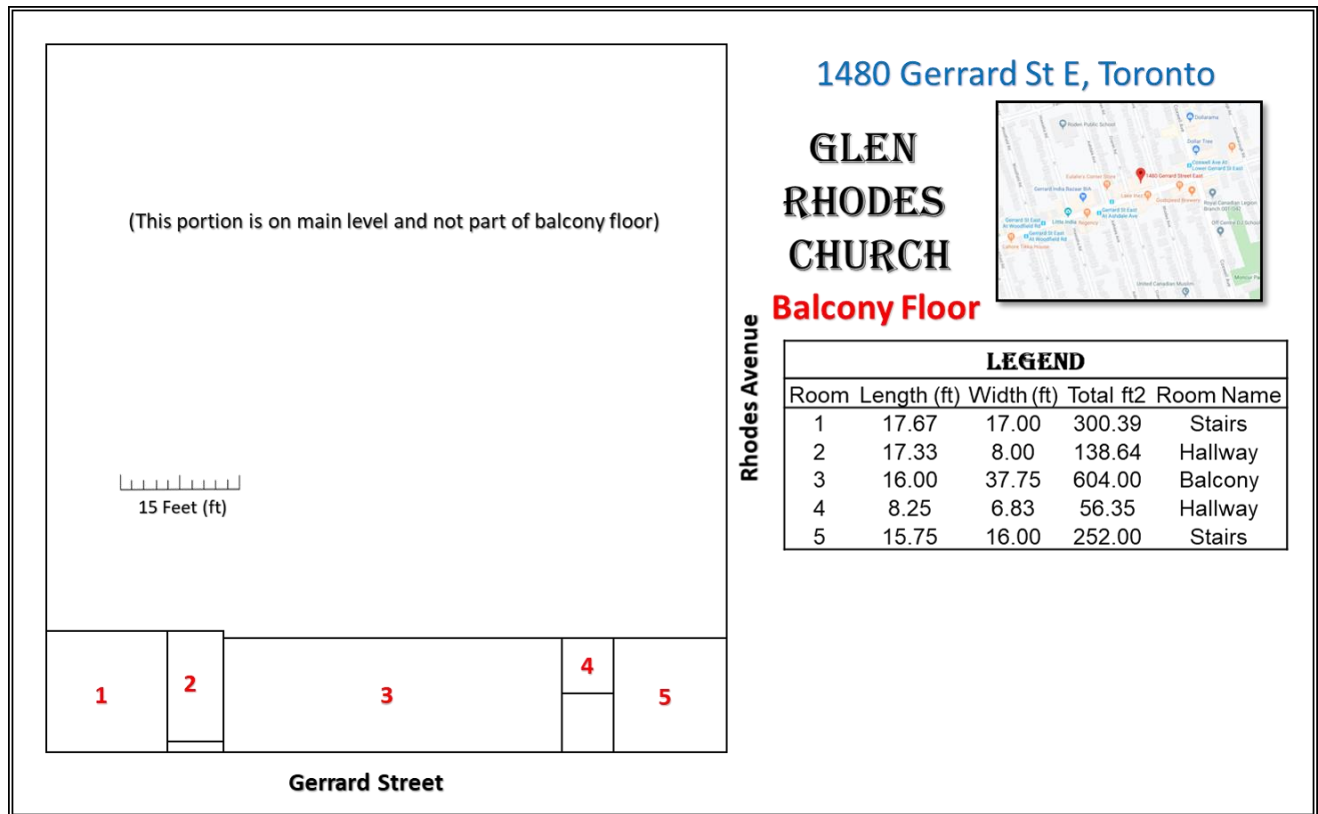
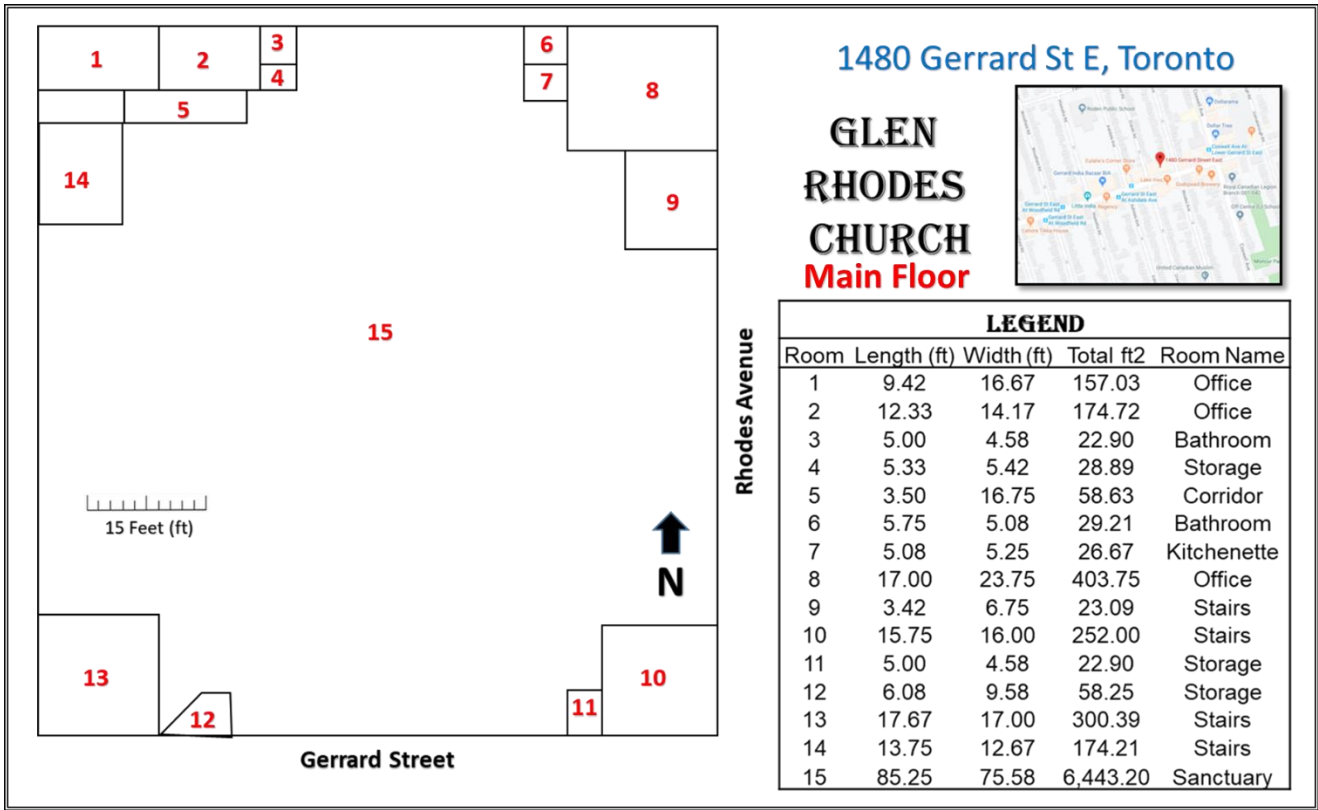
SCHEDULE “B” – GLEN RHODES CAMPUS SPACE ASSIGNMENT SCHEDULE

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="background-color: #f9d7a3; padding: 5px;">Landlord Exclusive use Areas</div> <div style="background-color: #d9ead3; padding: 5px;">Tenant Exclusive Use Areas</div> <div style="background-color: #f9f9f9; padding: 5px;">Shared Areas</div> <div style="background-color: #f4cccc; padding: 5px;">Common Areas</div> </div>												
Building floor		First Floor Room Schedule							Second Floor Room Schedule			
Day of week	Rooms	15 Sanctuary	16 Enclosed Narthex	8 Barbara Christie & 6 WC & 7 Kitchenette	2 Minister's Office & 3 wc	1 Admin Office	Storage (4,12)	Common (5,9,10,11, 13,14)	Subtotal	3 Balcony	Common (1,2,4,5)	Subtotal
	Total Area (sf)	6,017.40	425.80	459.63	197.62	157.03	87.14	831.22	8,175.84	604.00	747.38	1,351.38
Monday	Morning (9 am - 1 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Afternoon (1 pm - 5 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Evening (5 pm - 9 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Night (9 pm - 9 am)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
Tuesday	Morning (9 am - 1 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Afternoon (1 pm - 5 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Evening (5 pm - 9 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Night (9 pm - 9 am)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
Wednesday	Morning (9 am - 1 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Afternoon (1 pm - 5 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Evening (5 pm - 9 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Night (9 pm - 9 am)	Landlord	Landlord	Landlord	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
Thursday	Morning (9 am - 1 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Afternoon (1 pm - 5 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Evening (5 pm - 9 pm)	Landlord	Landlord	Landlord	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Night (9 pm - 9 am)	Landlord	Landlord	Landlord	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
Friday	Morning (9 am - 1 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Afternoon (1 pm - 5 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Evening (5 pm - 9 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Night (9 pm - 9 am)	Landlord	Landlord	Landlord	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
Saturday	Morning (9 am - 1 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Afternoon (1 pm - 5 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Evening (5 pm - 9 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Night (9 pm - 9 am)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
Sunday	Morning (9 am - 1 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Afternoon (1 pm - 5 pm)	Landlord	Landlord	Landlord	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Evening (5 pm - 9 pm)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	
	Night (9 pm - 9 am)	Tenant	Tenant	Tenant	Exclusive	Exclusive	Exclusive	Common		Exclusive	Common	

Comments

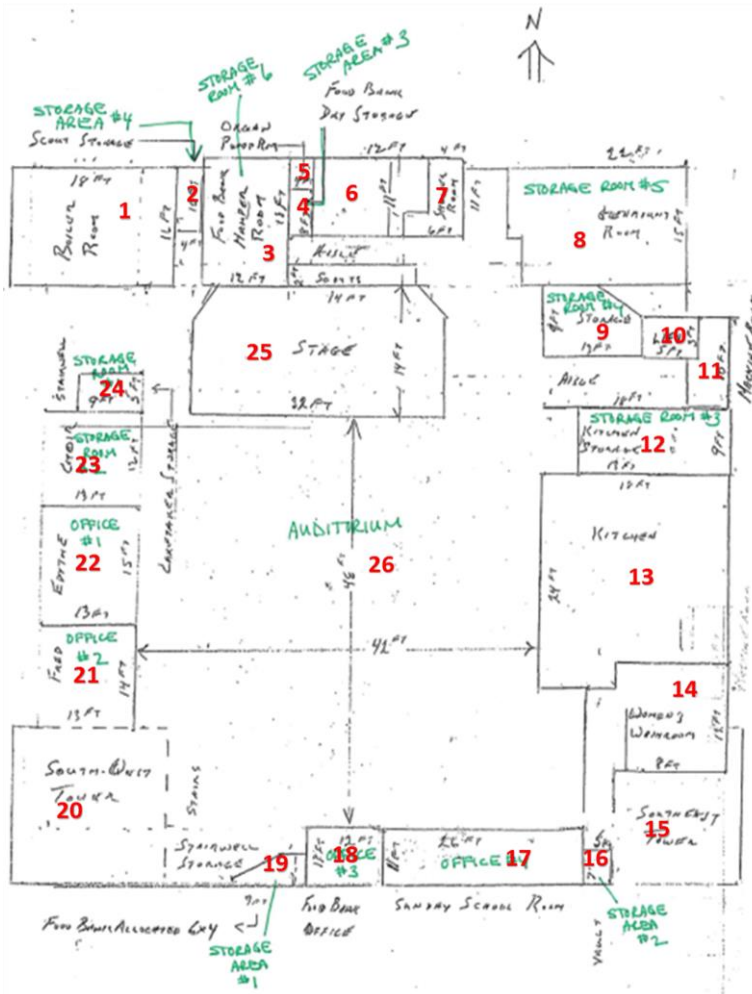
- Every 4th Monday of the month, the Church hosts a community dinner in the Auditorium and Kitchen Space. Tenant programming will have to move up into the Sanctuary/Narthex/Barbara christie on that day.
- Narthex (southern portion of sanctuary) is to be enclosed because Tenant needs full control over room set-up for its program. It can still be used by the Church on Sundays and by request i.e. is not fully exclusive.
- Room # 5, 9, 10, 13 and 14 on main floor are common areas. Room # 1, 2, 4 and 5 on second floor are common areas.

SCHEDULE "C" – FLOOR PLANS



1480 Gerrard St E, Toronto

GLEN RHODES CHURCH Basement Floor



LEGEND

Room	Length (ft)	Width (ft)	Total ft ²	Room Name
1	16.50	23.40	386.10	Boiler Room
2	10.30	5.00	51.50	Storage Area #4
3	20.00	12.00	240.00	Storage Room #6
4	7.00	4.33	30.31	Storage area #3
5	6.00	4.33	25.98	Organ Power Room
6	12.40	10.60	131.44	Food bank Dry Storage
7	9.42	4.42	41.64	Storage Room
8	22.20	26.50	588.30	Storage room #5
9	8.17	10.30	84.15	Storage Room Bay
10	5.00	3.17	15.85	Lify
11	9.92	5.42	53.77	
12	4.17	13.80	57.55	Storage Room #3
13	35.80	18.20	651.56	Kitchen
14	12.90	7.67	98.94	Women's Washroom
15	15.80	16.00	252.80	Staircase
16	7.50	4.67	35.03	Storage Area #2
17	10.50	25.50	267.75	Office #4
18	11.70	10.50	122.85	Office #3
19	5.67	10.00	56.70	Storage Area #1
20	17.70	17.00	300.90	Stair Case
21	13.70	13.10	179.47	Office #2
22	15.70	13.00	204.10	Office #1
23	8.75	13.20	115.50	Storage \$2
24	5.17	8.67	44.82	Storage #1
25	15.00	27.50	412.50	Stage
26	42.00	48.00	2,016.00	Auditorium

SCHEDULE "D" – LOCATION MAP

