

**DELEGATED APPROVAL FORM**  
**DIRECTOR, REAL ESTATE SERVICES**  
**MANAGER, REAL ESTATE SERVICES**

TRACKING NO.: 2022-319

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

Prepared By:	Adam Rea	Division:	Corporate Real Estate Management
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Date Prepared:	December 17, 2022	Phone No.:	416-937-7561
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**Purpose**  
 To obtain authority to enter into (i) a lease extension agreement (the "Extension Agreement") with 1517721 ONTARIO INC. c.o.b. as LIVELY LIFE INTERNATIONAL FINE FOODS (the "Tenant") for Unit LL9 of 93 Front Street East, in the building known as the St. Lawrence Market South Building (the "Leased Premises") for a term of five (5) years; and (ii) an assignment agreement (the "Assignment") with the Tenant and 1000337238 ONTARIO INC. (the "Assignee") regarding the Leased Premises, with Susan Yu Mi Park and Sung Hyun Park as the indemnifiers in favor of the City.

**Property**  
 South St. Lawrence Market – Store No. LL9; 93 Front Street East, Toronto, ON M5E 1C3 (location as shown on Schedules "A" and "B" attached hereto)

**Actions**  
 Authority be granted to enter into the Extension Agreement with the Tenant and the Assignment with the Tenant and the Assignee, substantially on the terms and conditions herein, and such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.

**Financial Impact**  
 The City will receive total licence fee revenues of \$275,562.38 (plus HST) over the five (5) year term of the agreement. Revenues will be directed to the 2022 Council Approved Operating Budget for Corporate Real Estate Management under cost centre FA1375 and functional area code 3220200000, and will be included in future operating budget submissions for Council consideration. Rents pertaining to 2020 and 2021 were received in the respective fiscal years.

Revenues remitted to the City for each fiscal year is as follows:

Year	Amount:
2020	\$54,128.42
2021	\$54,128.42
2022	\$54,128.42
2023	\$55,752.27
2024	\$57,424.84
<b>Total</b>	<b>\$275,562.38 (plus HST)</b>

The Deputy City Manager and Chief Financial Officer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.

**Comments**  
 The St. Lawrence Market has been operated by City of Toronto as a food market since 1903. Currently, 64 different tenants occupy approximately 47,000 square feet of rentable space. The Tenant has operated its business, LIVELY LIFE INTERNATIONAL FINE FOODS, for almost 42 years since 1978.

The Tenant has entered into an agreement of purchase and sale with the Assignee, 1000337238 ONTARIO INC, dated September 21, 2022. The Assignee proposes to run the business under the current name Lively Life International Fine Foods, and has committed to maintain the quality and popularity of the business acceptable to St. Lawrence Market Management.

As part of the transaction, the Tenant and the Assignee have requested that the lease be assigned to the Assignee. Real Estate Services staff are agreeable to this request.

**Terms**  
**See Schedule "C"**

<b>Property Details</b>	<b>Ward:</b>	13 – Toronto Centre
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	854.03 square feet
	<b>Other Information:</b>	3 square feet of temporary area, 52.72 square feet of storage

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/REOIs:</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 &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 \$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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p>	<p><input checked="" 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/REOIs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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 \$50,000.</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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input 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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>• Documents required to implement matters for which each position also has delegated approval authority.</li> <li>• Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).</li> </ul>
<b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>
<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>• Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.</li> </ul>

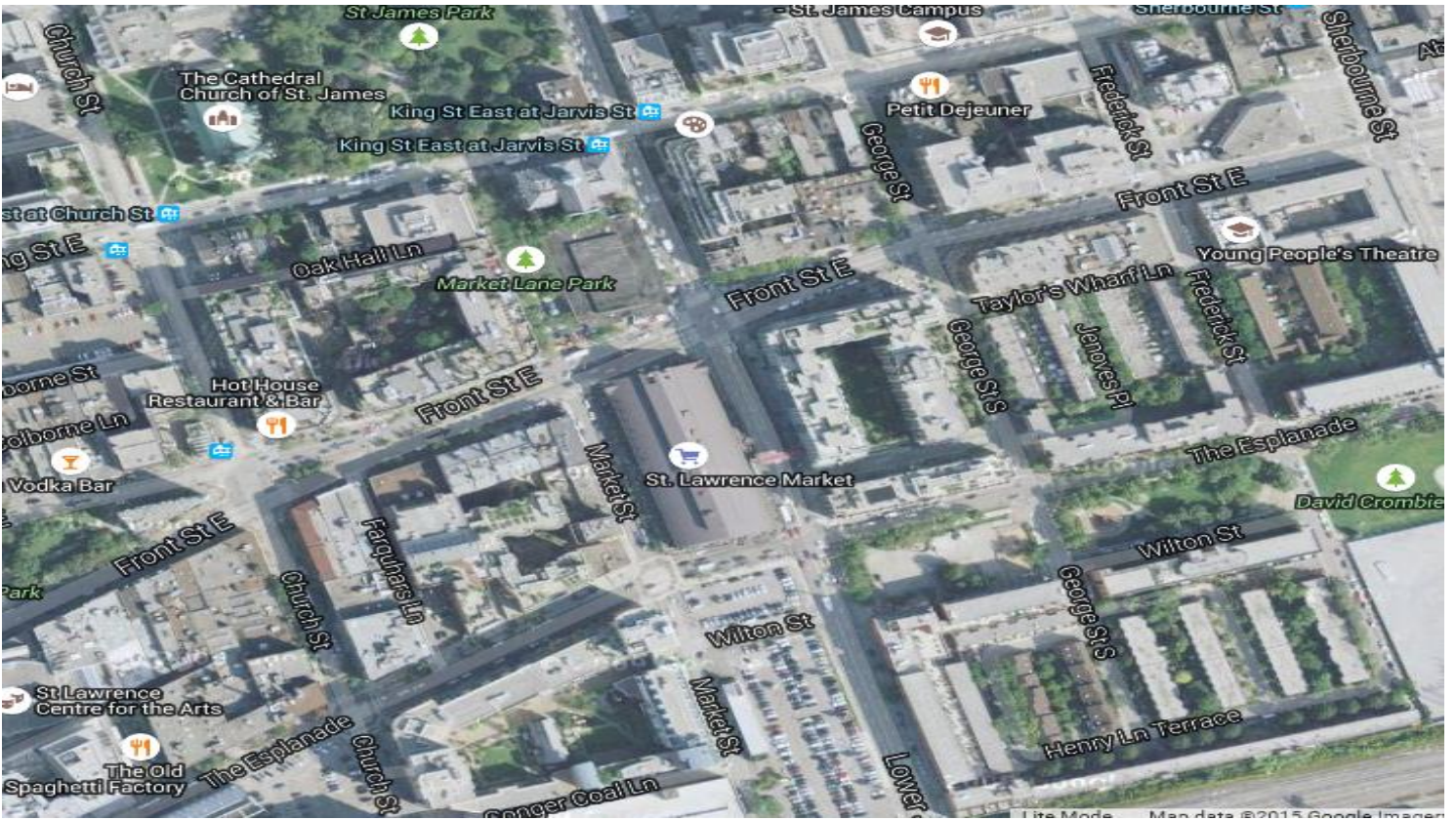
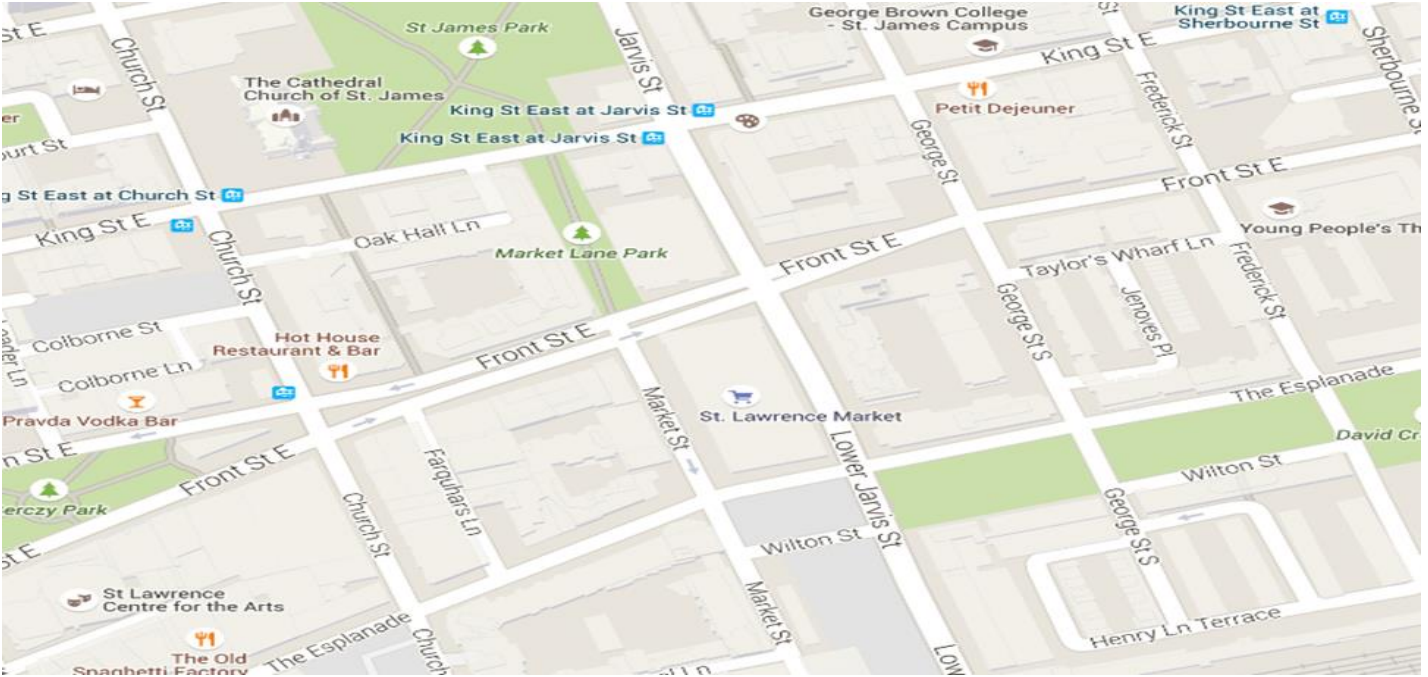
<b>Pre-Condition to Approval</b>	
<input type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property	
<b>Consultation with Councillor(s)</b>	
Councillor:	Chris Moise
Contact Name:	Edward LaRusic
Contacted by:	Phone <input type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input checked="" type="checkbox"/> Other <input type="checkbox"/>
Comments:	Concur to extension
<b>Consultation with Divisions and/or Agencies</b>	
Division:	Financial Planning
Contact Name:	Filisha Jenkins
Comments:	Reviewed and Approved
<b>Legal Services Division Contact</b>	
Contact Name:	Frank Weng

DAF Tracking No.: 2022-319	Date	Signature
Concurred with by:		
<input checked="" type="checkbox"/> Recommended by: Daniel Picheca Manager, St Lawrence Market <input type="checkbox"/> Approved by:	January 5, 2023	Signed by Daniel Picheca
<input checked="" type="checkbox"/> Approved by: Graham Leah, Director, Property Management	January 5, 2023	Signed by Graham Leah

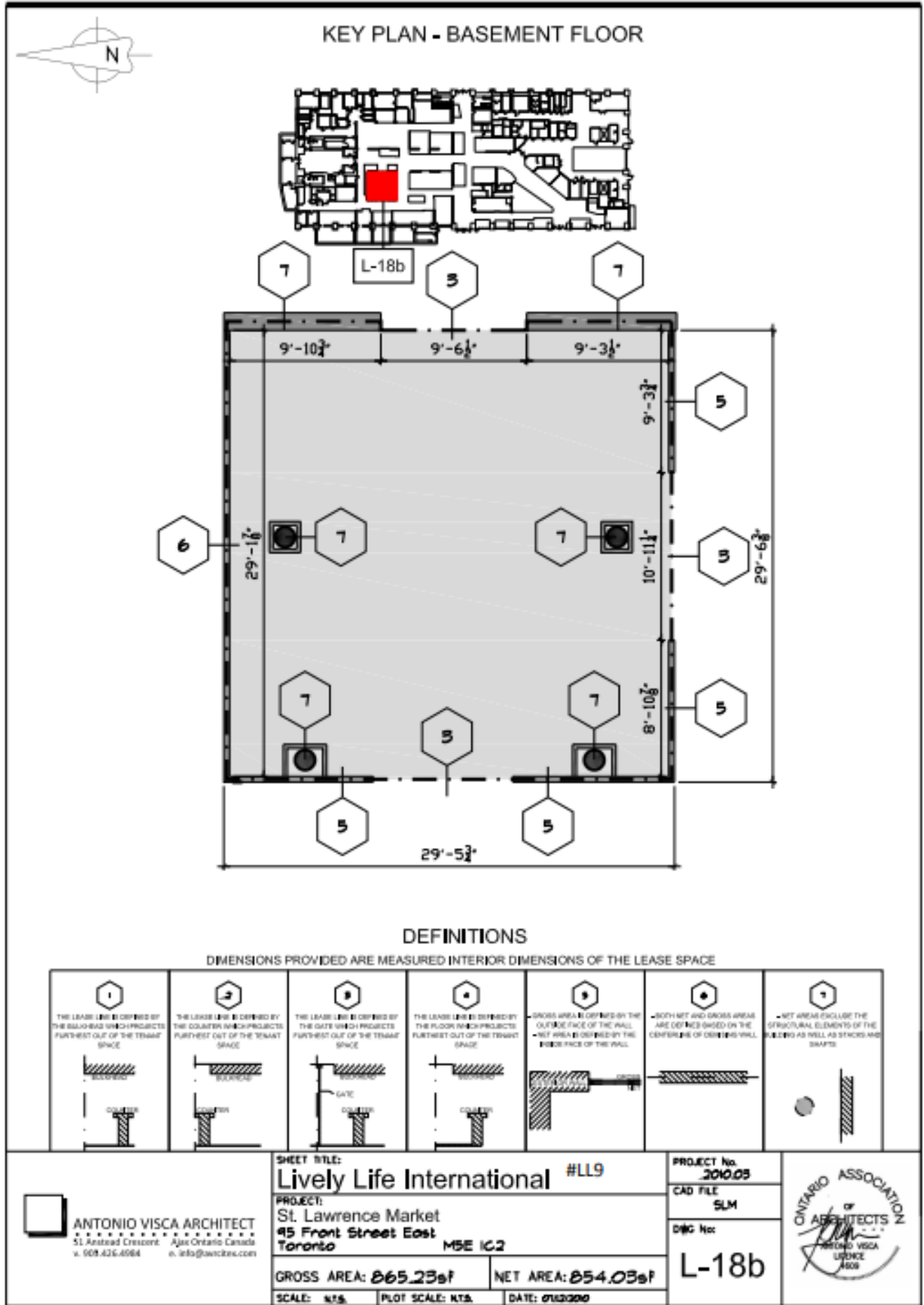
Schedule "A"

Map of South Market- St. Lawrence Market  
93 Front St, Toronto, ON

Street View





Schedule "B"



Inner Location – South Market Lower level



GROSS FLOOR AREA = 52 845.96sf

	 <p><b>ANTONIO VISCA ARCHITECT</b> 21 Adelaide Crescent   Ajax, Ontario, Canada v. 905.426.4984   e. info@avarch.com</p>	<p><b>SHEET FILE</b> St. Lawrence Market Lower Level</p>		<p><b>PROJECT No.</b> 201025</p>
		<p><b>PROJECT:</b> St. Lawrence Market 45 Front Street East, #10, 1G2 Toronto</p> <p>Revised April 2016</p>		<p><b>CAD FILE</b> SLM</p>
<p>SCALE: As Noted   PLOT SCALE: As Noted   DATE: 14/03/2016</p>		<p><b>DWG No.</b> O-1</p>		

## Schedule "C" Terms and Conditions

### The Lease Extension Agreement

1. **Tenant:** 1517721 ONTARIO INC. c.o.b. as Lively Life International Fine Foods
2. **Leased Premises:** Approximately 854.03 square feet
3. **Term:** January 1, 2020 to December 31, 2024
4. **Semi-gross rent:** \$63.38 per square foot of Rentable Area per annum commencing on January 1, 2020, subject to a three percent (3%) increase on January 1, 2023 and January 1, 2024.
5. All other terms and conditions of the lease to remain the same.

### The Assignment Agreement

1. **Assignor:** 1517721 ONTARIO INC. c.o.b. as Lively Life International Fine Foods
2. **Assignee:** 1000337238 ONTARIO INC.
3. **Landlord:** City of Toronto
4. **Indemnifier:** Susan Yu Mi Park & Sung Hyun Park
5. **Tenant's Option to Extend:** The Tenant shall have the right to extend the Term of the Lease for the Leased Premises for a period of five (5) years (the "Extended Term") subject to completion of any renovations, alternations, or improvements to the satisfaction of the City, upon delivery of written notice to the Landlord, not less than six (6) months before the expiry of the Term. The Extended Term shall be on the same terms and conditions as the Term save and except: (a) There will be no further right to extend the Term; and (b) The Basic Rent for the Extended Term shall be the then fair market basic rent rate for comparable premises in the area.
6. **Indemnity:** The Indemnifier hereby agrees with the Landlord that at all times during the Term of the Lease and any extension or renewal of the Lease it shall (a) make the due and punctual payment of all Rent, monies, charges and other amounts of any kind whatsoever payable under the Lease by the Assignee whether to the Landlord or otherwise and whether the Lease has been disaffirmed or disclaimed; (b) effect prompt and complete performance of all and singular the terms, covenants and conditions contained in the Lease on the part of the Assignee to be kept, observed and performed; and (c) indemnify and save harmless the Landlord from any loss, costs or damages arising out of any failure by the Assignee to pay the aforesaid Rent, monies, charges or other amounts due under the Lease or resulting from any default by the Tenant in observing or performing any of the terms, covenants and conditions contained in the Lease.