

## OFFER TO LEASE

**BETWEEN:**  
**CITY OF TORONTO**

(the "**Landlord**")

- and -

**[•]**

(the "**Tenant**")

### WHEREAS:

The Building to be developed on the lands municipally known as **1141 Bloor Street West, Toronto** (the "**Demised Premises**") will be conveyed to the Landlord and the Landlord intends to subsequently enter into a lease with a non-profit housing provider to operate the Demised Premises as Affordable Housing with supports;

**NOW THEREFORE** in consideration of the mutual covenants hereinafter set out, the parties hereby covenant and agree with each other as follows:

#### 1. Tenant Offer to Lease

- (a) The Tenant hereby offers to lease the Demised Premises from the Landlord, substantially on the terms and conditions set out in the lease attached hereto as Schedule A (the "**Lease**").
- (b) Unless otherwise defined herein, all capitalized terms used in this Offer to Lease shall have the meaning set out in the Lease;
- (c) This transaction shall be closed on July 31, 2026, unless extended as hereinafter set out (the "**Closing**").

#### 2. Tenant's Condition

The closing of this transaction is conditional, for a period of 10 Business Days from the date of acceptance of this Offer by the Landlord, upon:

- (a) the Tenant's board of directors and/or its members authorizing the transaction contemplated herein.

The Tenant shall have the right to terminate this Offer by notice in writing to the Landlord on or before the expiry of the time set out above for the Tenant's condition in the event that the foregoing condition has not been satisfied. Upon such notice, this Offer shall be null and void. In the event that the Tenant does not notify the Landlord within the time so limited, the Tenant shall be deemed to have waived the foregoing condition. The foregoing condition is expressed to be for the sole benefit of the Tenant, which the Tenant shall have the right to waive, and to complete the transaction contemplated by this Offer.

### **3. Landlord's Conditions**

The closing of this transaction is subject to the following conditions precedent:

(a) by the tenth (10<sup>th</sup>) Business Day following the date of acceptance of this Offer by the Landlord:

- i. the Executive Director, Housing Secretariat shall have received and approved the Tenant's Access Plan, in the form of the report attached as Schedule "A" to the Contribution Agreement;
- ii. the Landlord shall be satisfied that the Tenant has sufficient funding to operate Affordable Housing with supports at the Demised Premises;
- iii. the Tenant shall have provided a current operating budget satisfactory to the Executive Director, Housing Secretariat; and
- iv. the Tenant shall have provided an officer's certificate and resolution certifying that the Tenant's board of directors has authorized the transaction contemplated herein; and

(b) by ten (10) Business Days prior to the Closing Date:

- i. the Demised Premises shall have been conveyed to the Landlord;
- ii. the Demised Premises shall be ready for occupancy by residential tenants;
- iii. the Tenant shall have satisfied the conditions precedent in the Contribution Agreement which are to be fulfilled prior to entering into the Lease;
- iv. the Landlord shall have declared the Demised Premises surplus;

The Landlord shall have the right to terminate this Offer by notice in writing to the Tenant on or before the expiry of the time set out above for each of the Landlord's conditions in the event that any one or more of the foregoing conditions has not been satisfied. Upon such notice, this Offer shall be null and void. In the event that the City does not notify the Tenant within the time so limited, the Landlord shall be deemed to have waived the

foregoing conditions. The foregoing conditions are expressed to be for the sole benefit of the Landlord, which the Landlord shall have the right to waive, and to complete the transaction contemplated by this Offer.

### **3.1 Extension of Closing Date and Conditional Periods**

The Landlord shall have the right to extend the date of Closing and the conditional periods in Sections 3. (a) and 3.(b) by giving notice in writing to the Tenant on or before the expiry of the relevant conditional period.

### **3.2 Landlord Condition – Support Services Agreement**

The closing of this transaction is conditional upon the Tenant being in compliance with any support services agreement regarding the funding of support services to be provided to residential tenants at the Building (“**Support Services Agreement**”) that is entered into between the Landlord and the Tenant prior to Closing. If an event of default by the Tenant occurs under the terms of any such Support Services Agreement, the Landlord shall have the right to terminate this Offer by notice in writing to the Tenant prior to Closing. Upon such notice, this Offer shall be null and void. In the event that the Landlord does not notify the Tenant within the time so limited, the Landlord shall be deemed to have waived the foregoing condition. The foregoing condition is expressed to be for the sole benefit of the Landlord, which the Landlord shall have the right to waive, and to complete the transaction contemplated by this Offer.

## **4. Tenant’s Covenants**

The Tenant shall, following execution of this Offer to Lease by the Landlord and prior to Closing:

- (a) cooperate with the Landlord to attend at the Demised Premises in connection with the pre-delivery inspection and other actions contemplated pursuant to Section 5(a) hereof;
- (b) notwithstanding Section 5 below, the Tenant shall be responsible for its own information technology service contracts (i.e. Bell and Rogers) for internet, cable, TV and telephone services; and
- (c) deliver to the Landlord on Closing all deliverables hereinafter set out.

## **5. Landlord’s Covenants**

The Landlord shall, following execution of this Offer to Lease by the Landlord:

- (a) Prior to conveyance of the Demised Premises to the Landlord, coordinate access to the Demised Premises by the Tenant or its authorized representatives at such dates and times that are mutually agreeable to the Tenant, the Landlord and the vendor of the Demised Premises, accompanied by a representative of the Landlord, for the following purposes:

- (i) familiarizing itself with the Demised Premises and the Building Systems, including without limitation the fire life safety system, mechanical systems, security system, IT configuration of office spaces and amenity spaces such as staff room and meeting rooms, access and control systems, signage requirements, etc.;
  - (ii) receiving training from the vendor of the Demised Premises on building systems operation; and
  - (iii) attending the pre-turnover inspection(s) of the Demised Premises with the Landlord to identify work needed to be completed or coordinated prior to occupancy. Following such pre-delivery inspection(s) the Tenant may submit a report identifying deficiencies to be rectified prior to occupancy for the Landlord's consideration. The Tenant acknowledges such deficiencies will be addressed in accordance with Section 6 hereof.
- (b) Following conveyance of the Demised Premises to the Landlord, permit the Tenant or its authorized representative's access to the Demised Premises, accompanied by a representative of the Landlord on twenty-four hours notice to the Landlord and subject to reasonable availability of the Landlord's representative, for the following purposes:
  - (i) familiarizing itself with the Demised Premises and the Building Systems, including without limitation the fire life safety system, mechanical systems, security system, IT configuration of office spaces and amenity spaces such as staff room and meeting rooms, access and control systems, signage requirements, etc.;
  - (ii) showing model units to potential Licensees; and
  - (iii) arranging for the delivery, placement and installation of furnishings and chattels in the individual residential units, offices, utility and other areas in the Demised Premises for the purposes of readying same for occupation by Licensees.
- (c) cause the Remediation Work to be completed in accordance with Section 6;
- (d) conduct a formal hand over session, on or before Closing at such time determined by the Landlord and the Tenant each acting reasonably, and to deliver to the Tenant at such session (the "**Turnover Deliveries**"):
  - (i) record documents including as-built plans, specifications and shop drawings;
  - (ii) approvals and certifications documents for the operation of all systems including fire alarms, sprinklers, HVAC, security and boiler plant;

- (iii) Building Systems and appliance operating and maintenance manuals, warranties;
  - (iv) commissioning reports, certifications, schedules, permits, occupancy letters, licenses, test reports;
  - (v) consultants and trades lists;
  - (vi) contracts for any Building Systems;
  - (vii) maintenance materials and spare parts;
  - (viii) fire safety plans;
  - (ix) access and security turnover instructions;
  - (x) information re utility accounts;
  - (xiii) procedure for addressing warrantable deficiencies arising after Closing; and
  - (xi) transfer emergency contact (i.e. elevator per TSSA requirement) to Tenant's contact;
- (e) deliver to the Tenant on Closing all deliverables hereinafter set out.

## 6. Building Standard and Remediation Work

- (a) Following the pre-turnover inspection(s) in Section 5.(a)(iii) above, the Landlord may deliver one or more written notices to the vendor of the Demised Premises of deficiencies which do not meet the requirements of the Section 37 Agreement between the Landlord and the vendor of the Demised Premises dated August 31, 2021 (the "**Deficiencies**").
- (b) The Landlord expects any major Deficiencies which could impact occupancy of the Building to be rectified prior to conveyance of the Demised Premises to the Landlord. The Tenant acknowledges that the Landlord may take title to the Demised Premises and the Lease may commence prior to completion of all remediation work for minor Deficiencies which only affect common areas and do not impact the residential units.
- (c) The Landlord shall cause any remaining remediation work to correct Deficiencies to be completed as soon as possible after Closing using reasonable commercial efforts.

## 7. Closing Deliveries

- (a) The Tenant shall duly execute and deliver on Closing:

- (i) the Lease, the commencement date of which will be the date of Closing;
  - (ii) the Contribution Agreement, substantially in the form of the agreement attached hereto as Schedule B;
  - (iii) evidence the Reserve Fund Account has been established as required under the Lease together with written agreement by the Tenant, in a form acceptable to the Landlord acting reasonably, securing the amount required to be contributed monthly to the Tenant's reserve account to fund the Capital Repair Cost;
  - (iv) evidence of insurance as required under the Lease;
  - (v) certified copy of the directors' resolution of the Tenant authorizing the transaction;
  - (vi) an acknowledgement that all Turnover Deliveries have been provided to it;
  - (vii) Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy attached to the Contribution Agreement as Schedule "F";
  - (viii) evidence of transfer of utilities; and
  - (ix) all other agreements and documentation and all acknowledgements and directions and other documentation required to complete this transaction and to register a satisfactory notice of the Lease on title to the Demised Premises
- (b) The Landlord shall duly execute and deliver on Closing:
- (i) the Lease;
  - (ii) the Contribution Agreement;
  - (iii) the Turnover Deliveries;
  - (iv) such keys, combination or other access devices required to access the Demised Premises; and
  - (v) all other agreements and documentation and all acknowledgements and directions and other documentation required to complete this transaction and to register a satisfactory notice of the Lease on title to the Demised Premises.

## 8. Notice

- (a) Unless otherwise provided in this Offer or any notice, approval or other communication required or permitted to be given ("Notice") shall be in writing and shall be personally delivered or sent by prepaid registered mail, and addressed as follows:

**in the case of the Landlord:****City of Toronto**

Housing Secretariat  
 55 John Street  
 Metro Hall 7<sup>th</sup> Floor  
 Toronto, Ontario M5V 3C6

Attention: Executive Director

**City of Toronto – Legal Services**

55 John Street, Metro Hall, 26<sup>th</sup> Floor, Station 1260  
 Toronto Ontario M5V 3C6

Attention: City Solicitor

**In the case of the Tenant:**

●

Attention: ●

- (c) Any Notice so given shall be deemed conclusively to have been given and received on the date of delivery if personally delivered, or on the third (3rd) business day following the date of mailing if sent by prepaid registered mail, provided that if there is any anticipated or existing postal dispute, Notice shall be personally delivered. Either party may from time to time change its address for service by Notice to the other party to this Offer.

**9. Divisions/Headings**

The division of this Offer into Articles, Sections, Subsections, Paragraphs and Subparagraphs, and the insertion of headings or captions, are for convenience of reference only, and shall not affect the construction or interpretation of this Offer or any parts of them.

**10. Cumulative Remedies**

No remedy conferred upon or reserved by one or both of the parties is intended to be exclusive of any other remedy. Each remedy shall be cumulative and in addition to every other remedy conferred or reserved, whether such remedy exists on the date of this Offer or after, and whether such remedy becomes available under common law, equity or statute.

**11. Interpretation**

This Offer shall be read with all changes of gender and number required by the context. If two or more persons have executed this Offer as Tenant, their liability shall be joint and

several. In the event “including” or other words of inclusion are used herein, same shall be deemed to include “without limiting the generality of the foregoing.”

## **12. Time of Essence**

Time shall in all respects be of the essence of all matters provided for in this Offer provided that the time for the doing or completing of any matter may be extended or abridged by an agreement, in writing, executed by the Landlord and the Tenant, or by their respective solicitors, who are expressly appointed for that purpose.

## **13. Assignment**

The Tenant shall not assign this Offer, or direct that the Lease be taken in the name of any person or entity other than the Tenant, without the prior written consent of the Landlord, which consent may be unreasonably and arbitrarily withheld. It shall be deemed to be an assignment of this Offer requiring the prior written consent of the Landlord if there is a transfer or assignment of the whole or any part of the ownership or control of the Tenant. If the Landlord consents to an assignment, or to a direction that the Lease be taken in the name of any person or entity other than the Tenant, the Tenant shall agree, and shall cause the assignee or such other person or entity to agree, in writing in favour of the Landlord, to be jointly and severally bound to perform the obligations of the Tenant under this Offer. The Offer shall enure to the benefit of and be binding upon the Landlord, its successors and assignees, and the Tenant, its successors and permitted assignees.

## **14. No Registration**

The Tenant shall not register this Offer or any other document providing evidence of this Offer or of any interest of the Tenant in the Demised Premises against title to the Demised Premises (collectively, the “Tenant’s Registration”). The Tenant irrevocably nominates, constitutes and appoints the Landlord as its agent and attorney in fact and in law to cause the removal of the Tenant’s Registration from title to the Demised Premises. Should the Tenant be in default of its obligations under this Section, the Landlord may (as agent and attorney of the Tenant) cause the removal of the Tenant’s Registration from the title to the Demised Premises.

## **15. Landlord as Municipal Corporation**

- (a) Nothing in this Offer derogates from or interferes with or fetters the exercise by the Landlord of all of its rights as a municipality, or imposes any obligations on the Landlord, in its role as a municipality, and the Landlord shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Offer derogates from or interferes with or fetters the exercise by the Landlord’s officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the Landlord’s officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Offer.
- (b) No communication or dealing between the Tenant and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the Landlord that is not clearly in respect of and in accordance with this Offer will be deemed to be a communication or dealing under the provisions of this Offer between the Tenant and the Landlord as



parties to this Offer or to affect the Landlord with notice of any such communication or dealings. It is intended and agreed that the Landlord acts solely in a private capacity under this Offer and any communication or dealing between the Landlord and the Tenant as parties to this Offer will only be effective if delivered in accordance with the notice provisions set out in this Offer. No communication or dealing between the Landlord as a party to this Offer and the Tenant as a party to this Offer will relieve the Tenant from the responsibility of discharging its lawful obligations to the Landlord imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Tenant imposed by this Offer.

- (c) Any of the rights and obligations of the Landlord under this Offer may be exercised and performed, respectively, by the Deputy City Manager, Corporate Services, from time to time, or by his or her successors and designate(s) from time to time.

## **16. Applicable Laws**

This Offer shall be interpreted and enforced in accordance with the laws of the Province of Ontario and Canada. Any legal proceeding arising in connection with this Offer shall be commenced and heard in a court (or, if applicable, a tribunal of competent jurisdiction) sitting in Toronto, Ontario, which it is agreed will be the appropriate location. If the court (or, if applicable, tribunal of competent jurisdiction) does not sit in Toronto, the legal proceedings shall be commenced and heard in the jurisdiction nearest to the Landlord of Toronto within the Province of Ontario in which such court (or, if applicable, tribunal of competent jurisdiction) convenes.

## **17. Schedules**

The following Schedules shall be incorporated herein:

Schedule A Lease

Schedule B Contribution Agreement

All Schedules attached, form part of this Agreement. If there is any conflict between what is set out in a Schedule and what is otherwise set out in the Agreement, the conflicting term set out in the Schedule shall prevail.

## **18. Entire Agreement**

This Offer, including any Schedules attached to this Offer shall constitute the entire agreement between the parties concerning the transaction contemplated by this Offer. The Tenant acknowledges that the Landlord has made no representation, warranty, agreement or condition, whether direct or collateral, or express or implied, which induced the Tenant to make this Offer or on which reliance is placed by the Tenant, other than as expressly set out in this Offer. This Offer shall not be modified or amended except by written agreement executed by both the Landlord and the Tenant.

## **19. Amendments**

This Offer shall not be modified or amended except by written agreement executed by both the Landlord and the Tenant.

**20. Counterparts and Electronic Signatures**

This Agreement may be executed in any number of counterparts (including counterparts delivered electronically) and all such counterparts taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by electronic signature, and such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.

*[signature page follows]*

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF TORONTO**

Per:

Name:

Title:

Per:

Name:

Title:

I have authority to bind the City

**TENANT**

Per:

Name:

Title:

I have \_\_\_\_\_ the authority to bind the Corporation

**Schedule A**  
**LEASE**

**Schedule B**  
**CONTRIBUTION AGREEMENT**