CITY OF TORONTO

- and -

XXXXXXXX

CONTRIBUTION AGREEMENT

XXXXXXX, Toronto

TABLE OF CONTENTS

This Agreement is made effective ____________ , 2026 (the “**Effective Date**”).

BETWEEN:

CITY OF TORONTO

(the “City”)

- and -

XXXXXXXXX

(the “Proponent”)

[WHERE APPLICABLE, use “**Nominee**” and “**Beneficial Owner**”, and with the Nominee and Beneficial Owner collectively referred to herein as the “**Proponent**”]

Background

A. The Proponent applied for assistance with the development of affordable rental housing located at XXXXXX, Toronto, Ontario under the City’s Rental Supply Housing Program;

B. Section 252 of the *City of Toronto Act, 2006,* S.O. 2006 c. 11, Sch. A (the “Act”), provides that the City may enter into agreements for the provision of a municipal capital facility by any person and that the City may exempt from taxation for municipal and school purposes land or a portion of land on which municipal capital facilities are located;

C. Ontario Regulation No. 598/06, as amended, prescribes municipal facilities used for the provision of affordable housing as eligible municipal capital facilities for the purpose of Section 252 of the Act;

D. The City of Toronto passed By-law No. 338-2025 that enacted the City of Toronto Municipal Code Chapter 513 Housing Programs, pursuant to the provisions of Section 252 of the Act and Ontario Regulation 598/06 to set out a definition for affordable housing and policies regarding eligibility for affordable housing;

E. At its meeting held on June 26, 27 and 28, 2024, City Council adopted Item PH13.8 and approved the Rental Housing Supply Program and the provision of financial assistance and benefits to fund affordable rental units through the Rental Housing Supply Program and approved the City entering into a municipal capital facility agreement with proponents for approved projects;

F. At its meeting held on November 13 and 14, 2024, City Council adopted Item EX 18.2 approved the creation of the Purpose-built Rental Homes Incentives stream under the Rental Housing Supply Program to provide additional incentives as part of the Rental Housing Supply Program for affordable rental units located in purpose build rental buildings;

G. At its meeting held on June 24 and 25, 2026, City Council adopted Item MM42.44 approving Phase 2 of the Purpose-built Rental Homes Incentives stream of the Rental Housing Supply Program;

H. **[WHERE APPLICABLE - RoDARS Fee Exemptions Apply]** On April 22 and 23, 2026, City Council adopted Item IE28.1, which: (i) enacted the Eligible Affordable and Rent-Controlled Housing Project Road Disruption Activity Reporting System Fee Policy (the "RoDARS Fee Policy"); (ii) enacted By-Law No. 349, 2026 amending City of Toronto Municipal Code Chapter 743 (Streets and Sidewalks, Use of), to provide fee exemptions and reductions for eligible projects under the Rental Housing Supply Program and Toronto Builds Policy Framework; and (iii) authorized the Executive Director, Housing Secretariat and Executive Director, Housing Development Office to jointly and severally enter into municipal capital facility agreements with eligible proponents to secure such financial assistance; and

I. The Parties wish to enter into this Agreement to set out the terms and conditions of the financial assistance to be provided to the Proponent.

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement and the sum of Two Dollars ($2.00) of lawful money of Canada now paid by each of the Parties to the other (the receipt and sufficiency whereof are acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 In this Agreement and Schedules attached hereto, the following terms shall have the following respective meanings:

[WHERE APPLICABLE] "4.1 Agreement" means an agreement with the City pursuant to section 4.1 of the Development Charges Act, 1997, S.O. 1997, c. 27, as amended;

"Access Plan" means a policy established by the Proponent and approved by the Executive Director, Housing Secretariat which policy shall specify how tenants are to be selected and how information about such process is disseminated to the public, substantially in the form attached as Schedule “G” to this Agreement;

“Affiliate” of any Person means, at the time the determination is being made, any other Person Controlling, Controlled by or under common Control with, that Person, whether directly or indirectly;

“Affordability Period” means **[to be inserted - minimum 40 years]** years from the date of First Occupancy, including a five (5) year Phase-Out Period;

“Affordable Housing” means rental housing that is developed and operated in accordance with the terms of this Agreement;

“Affordable Housing Unit” means a Housing unit in which Affordable Rent is charged;

“Affordable Rent” or “Affordable Rents” means Monthly Occupancy Costs at or below the lesser of the City’s Affordable Rents and the Provincial Affordable Rents;

“Average Market Rents” or “Average Rents” or “AMR” means average monthly Toronto-wide rents by unit type as determined in the end-of-year survey of City-wide rents for the prior calendar year published by CMHC; if CMHC does not publish a survey of City-wide rents, then “Average Market Rents” for the calendar year shall be City-wide average rents as determined by the City acting reasonably;

[WHERE APPLICABLE] “Beneficial Charge Agreement” has the meaning given to it in Section 4.2;

[WHERE APPLICABLE] “Beneficial Owner” means [NAME];

“Business Day” means a day other than a Saturday, Sunday or any other day which the City has elected to be closed for business;

"City’s Affordable Rents” means Monthly Occupancy Costs as determined by the City and published on the City’s website, that are at or below the lesser of Average Market Rent or 30% of the before-tax monthly income of renter households in the City as follows:

1. studio units: one-person households at or below the 50th percentile income;
2. one-bedroom units: one-person households at or below the 60th percentile income;
3. two-bedroom units: two-person households at or below the 60th percentile income;
4. three-bedroom units: three-person households at or below the 60th percentile income; and

5. four-bedroom units: four-person households at or below the 60th percentile income.

“City Benefits” has the meaning given to it in Section 4.1;

“City Charge” means the charge/mortgage of land referred to in Section 4.2 hereof;

“City Incentives” means the fees and charges exemptions outlined in Subsections 4.1(a) to 4.1(c) [**NTD: Update section reference as required**];

“**CMHC**” means the Canada Mortgage and Housing Corporation, and includes any successor organization;

“CPI Adjustment” has the meaning given to it in Section 9.1;

“Control” means, with respect to any Person at any time, the possession, directly or indirectly of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract, by virtue of being (or Controlling) the general partner, manager, managing partner, board of managers, board of trustees or board of directors of such Person, or by virtue of the beneficial ownership of or control over a majority of the economic interest of such Person or otherwise; and each of “Controlled by” or “Controlling” has a corresponding meaning;

“Deputy City Manager” means the Deputy City Manager, Development and Growth for the City of Toronto, and includes the Deputy City Manager’s designate or successor, if any;

“Development” means the Lands, together with the building(s) to be developed on the Lands;

“Development Charges Deferral Agreement” means an agreement entered into between the City and the Proponent pursuant to Section 27 of the *Development Charges Act, 1997*, S.O. 1997, c. 27;

“Director, Housing Stability Services” means the Director responsible for the Housing Stability Services unit and includes the Director’s designate or successor, if any;

“Event of Default” has the meaning given to it in Section 14.1;

“Executive Director, Housing Secretariat” means the division head responsible for the administration of the City’s Housing Secretariat Division and includes the Executive Director’s designate or successor, if any;

“Executive Director, Development Office” means the division head responsible for the administration of the City’s Housing Development Office Division and includes the Executive Director’s designate or successor, if any;

“First Occupancy” means the first day of the first month immediately following the month in which an Affordable Housing Unit in the Project is rented for the first rental period following Substantial Completion;

“Governmental Authority” means any federal, provincial, municipal or local government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any Court or other law, regulation or rule-making entity, or any arbitrator, each having or reasonably purporting to have jurisdiction in the relevant circumstances, including, for greater certainty, any Person acting or reasonably purporting to act under the authority of any Governmental Authority;

“Household Income” means total household income from all sources of all persons who reside in an Affordable Housing Unit or who will reside in an Affordable Housing Unit if it is rented to them as defined by the City, as may be amended or replaced from time to time;

“Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation other than those services described in ARTICLE 3 hereof;

“Housing Access System” means the City's centralized housing access system(s) including the Coordinated Access System, Centralized Waiting list, and other affordable housing access system(s) as may be determined by the City and approved as part of the Access Plan; and which includes the allocation and administration of Housing Benefits;

“Housing Benefits” means a financial benefit provided for or on behalf of a tenant to make up the difference between the rent payable by a tenant and the rent payable to the landlord for a residential unit;

“Incentives Letter” means the letter issued to the Proponent by the Executive Director, Housing Development Office and addressed to City Divisions confirming the exemptions and waivers set out in Subsections 4.1(b) to 4.1(c); **[NTD: Update section reference as required]**

“Indemnified Parties” has the meaning given to it in Section 11.1;

“Initial Income Limit” means Household Income at or below four (4) times the annualized Monthly Occupancy Costs;

“Initial Occupancy” means when a new tenant occupies an Affordable Housing Unit regardless of whether it was previously rented;

"Lands" means the lands described in ARTICLE 3, together with any buildings or improvements thereon from time to time;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c. M. 56;

"MFIPPA Protected Information" means any "Personal Information" as defined in MFIPPA;

"**Monthly Occupancy Costs"** means the total of the monthly rent payable to the Proponent for a Unit including the cost of hydro, heat, water and hot water; and Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges;

"Municipal Housing Facility By-law" means City of Toronto Municipal Code Chapter 513 or its successor;

[WHERE APPLICABLE] "Nominee" means [NAME];

[WHERE APPLICABLE] "Non-profit Corporation" means:

(a) a corporation to which the *Not-for-Profit Corporations Act, 2010* applies, that is in good standing under that Act; or

(b) a corporation without share capital to which the *Canada Not-for-profit Corporations Act* applies, that is in good standing under that Act;

"Notice" has the meaning given to it in Section 19.1;

"Parties" means the City and the Proponent and their respective successors and permitted assigns; and "Party" means any one of the Parties;

"Person" means any individual, partnership, corporation, trust, unincorporated organization, municipality, government, or governmental agency or any combination thereof;

"Phase-Out Period" means the last five (5) years of the Affordability Period;

"Principal Amount" has the meaning given to it in Section 4.2;

"Project" means the Affordable Housing Units to be developed and operated by or on behalf of the Proponent in accordance with the terms and conditions of this Agreement, as outlined in ARTICLE 3;

[WHERE APPLICABLE] "Proponent" means the Beneficial Owner and the Nominee or either of them, as the context requires;

"Proposal" means the Proponent's proposal dated [insert date] and submitted to the City to apply for assistance under the City's Rental Housing Supply Program for the Project and any attachments, correspondence or other documentation provided by the Proponent to the City in connection with the application process;

"Provincial Affordable Rents" means the affordable rents by bedroom type set out in the "Affordable Residential Units for the Purposes of the *Development Charges Act, 1997* Bulletin", as it is amended from time to time, that is published by the Minister of Municipal Affairs and Housing pursuant to section 4.1(2) of the *Development Charges Act, 1997*, S.O. 1997, c. 27, or successor legislation;

[WHERE APPLICABLE] "Public Benefit Corporation" means a public benefit corporation as defined in the *Not-for-Profit Corporations Act (Ontario)*, 2010, S.O. 2010, c. 15 or a soliciting corporation as defined in the *Canada Not-for-Profit Corporations Act,* S.C. 2009, c. 23.

"Rent Increase Guideline" means the prevailing rent increase guideline established each calendar year pursuant to the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, or any successor legislation;

"Rent Supplement Agreement" means a contract for a non-portable Housing Benefit provided directly to landlords for households living in a specific housing unit;

"Spouse" means two individuals that refer to themselves as "spouses" and are considered as such for the purposes of determining affordable housing eligibility. This includes two individuals who live in the same unit if:

- the social and familial aspects of the relationship amount to cohabitation; and
- one individual provides financial support to the other; or
- the individuals have a mutual agreement or arrangement regarding their financial affairs;

"Start of Construction" means that date on which the Proponent has delivered the sworn Start of Construction Affidavit to the City;

"Substantial Completion" means the Project has achieved Substantial Performance as contemplated in the *Construction Act*, R.S.O. 1990, c. C.30;

"Tax Exemption" shall have the meaning given to it in Section 4.1(a);

"Transfer" means a sale or lease of the Project or Lands or any transaction whereby the rights of the Proponent under this Agreement or any part, are transferred, and includes any transaction or occurrence whatsoever (including, but not limited to, receivership proceedings, seizure by legal process and transfer by operation of law), but does not include the entering into of a mortgage;

"Transferee" means the Person or Persons to whom a Transfer is or is to be made; and

"Utility Allowance" means the average amount of separately metered utility costs, determined by the City and published on the City's web site.

1.2 This Agreement, the Schedules incorporated into it by reference and any documents entered into pursuant to this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.3 Any reference in this Agreement to a statute shall be deemed to include any regulations made under the statute, any amendments made from time to time and any successor legislation.

1.4 The following schedules form part of this Agreement:

Schedule "A"	Proponent's Annual Occupancy Report
Schedule "B"	Charge/Mortgage of Land
Schedule "C"	Legal Opinion
Schedule "D"	Start of Construction Affidavit
Schedule "E"	Intentionally Deleted [or **WHERE APPLICABLE** Beneficial Charge Agreement]
Schedule "F"	Declaration of Compliance with Anti-Harassment/ Discrimination Legislation and City Policy
Schedule "G"	Access Plan

ARTICLE 2
GENERAL

2.1 It is understood and agreed that this is a municipal capital facility agreement pursuant to Section 252 of the *City of Toronto Act, 2006*, S.O. 2006 c. 11, Sch A and a municipal housing facility agreement pursuant to Municipal Code Chapter 513, Housing Programs.

2.2 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

2.3 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2.4 [WHERE APPLICABLE] The obligations, duties, covenants, liabilities and conditions binding upon the Proponent shall apply jointly and severally to each of the Beneficial Owner and the Nominee.

ARTICLE 3
THE PROJECT

3.1 The Proponent agrees to operate the Project as Affordable Housing for the Affordability Period, as detailed below:

Location:	Address PIN XXXXXX Legal Description (the "**Lands**")
Affordable Housing Units:	XX units consisting of: XX Studio units XX One Bedroom units XX Two Bedroom units XX Three Bedroom units

Monthly Occupancy Costs:

(a) For the Affordable Housing Units, Monthly Occupancy Costs for such units shall not exceed the lesser of the City's Affordable Rents and the Provincial Affordable Rents.

ARTICLE 4
CITY BENEFITS

4.1 **City Benefits.** The City Benefits to be provided to the Proponent shall be comprised of the following (collectively, the "**City Benefits**"):

City Incentives

(a) **Property Tax Exemption.** Subject to Council approval being obtained, the City shall exempt the Project from taxation for municipal and school purposes for the Affordability Period beginning from First Occupancy (the "**Tax Exemption**"). The Tax Exemption cannot be implemented until the City has received all of the information and documentation set out in Section 4.5, as well as further information and documentation as it may reasonably require in order to provide the Municipal Property Assessment Corporation with the information it requires;

(b) **Building Permit Fees.** The City shall waive all building permit fees with respect to the Project, if not already paid;

(c) [WHERE APPLICABLE] **Road Disruption Activity Reporting System (RoDARS) Fees**. The City shall exempt the RoDARS application fee and reduce the traffic management recovery fee, if not already paid, in accordance with Toronto Municipal Code Chapter 743 and the City's Eligible Affordable and Rent-Controlled Housing Project RoDARS Fee Policy, as amended;

4.2 **Security.** The Proponent shall register or cause to be registered on the Lands a Charge/Mortgage of Land (the "**City Charge**") to secure the obligations of the Proponent hereunder. The City Charge shall be:

(a) endorsed in favour of the City;

(b) in the amount equal to the total value of the City Benefits (excluding the value of the Tax Exemption) determined in each case as of the date the City Incentives would otherwise be required to be paid to the City (but which as of the date of this Agreement is estimated at XXX (the "**Principal Amount**"); and

(c) shall include the terms set out in Schedule "B".

(d) [WHERE APPLICABLE] be granted by the Nominee.

[WHERE APPLICABLE] As further security for the obligations of the Proponent hereunder, the Parties shall enter into the form of beneficial owner authorization, confirmation and beneficial charge agreement attached hereto as Schedule "E" (the "**Beneficial Charge Agreement**").

In the event the City Charge has been registered prior to the date the City Incentives would otherwise be required to be paid to the City and there is a subsequent increase or decrease to any one or more of the amounts making up the City Incentives, the Proponent shall advise the City, and, upon the City's request, shall increase or decrease the amount of the City Charge to reflect the correct Principal Amount, forthwith.

4.3 **Forgiveness.** The balance of the Principal Amount will be reduced on each anniversary of First Occupancy by the amount that is equal to the original Principal Amount multiplied by a factor calculated by dividing one by the length of the Affordability Period, until fully forgiven, if the Proponent is in good standing under the terms of this Agreement. Once the Principal Amount has been fully forgiven, the City shall discharge the City Charge and this Agreement and the obligations of the Parties hereunder will terminate.

4.4 **City Incentives Conditions Precedent.** Upon receipt of a letter from the Proponent to the Executive Director, Housing Development Office, the City will provide the Incentives Letter to the Proponent, conditional upon the Proponent satisfying the following conditions, unless waived in writing by the City:

(a) the City Charge has been registered and an opinion satisfactory to the City Solicitor, substantially in the form of the Legal Opinion attached hereto as Schedule "C" is provided to the City from the Proponent's solicitor;

(b) the Proponent shall have provided certified copies of such corporate documents of the Proponent as the City may reasonably require including, without limitation, letters patent or articles of incorporation, and a certified copy of the directors' resolution authorizing the execution of this Agreement; [WHERE APPLICABLE, add: declaration of limited partnership, true copies of the nominee agreement and officer's certificates confirming the status of the Nominee and Beneficial Owner and its general partner(s) and limited partnership agreement(s)]

(c) the Proponent shall have provided proof of commercial general liability insurance of not less than Two Million Dollars ($2,000,000.00) endorsing the City as an additional insured;

(d) the Proponent shall have entered into the Development Charges Deferral Agreement;

(e) the Proponent shall have entered into a 4.1 Agreement with the City with respect to the Project **[DELETE if Project is a non-profit housing development under Development Charges Act]**;

(f) the Proponent shall have provided the City with an up-to-date capital budget and operating budget satisfactory to it;

(g) the Proponent shall have provided the City with an up-to-date and comprehensive development schedule including the construction start date and anticipated date of First Occupancy;

(h) the proposed location, layout and sizes of the Affordable Housing Units have been approved by the Executive Director, Housing Development Office;

(i) the Proponent shall have completed, signed and delivered to the City a “Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy” form, a copy of which is attached as Schedule “F”;

(j) the Proponent shall not be in default (or being in default, the time provided for curing such default has not yet elapsed) under any of the terms and conditions of this Agreement, or any agreement with respect to the construction, development or operation of the Project, all of which shall be in full force and effect;

(k) the representations and warranties of the Proponent set out in Article 6 hereof shall be true and correct and, if requested by the City, the Proponent shall have delivered a certificate or certificates to such effect; and

(l) nothing shall have occurred which, in the sole opinion of the Executive Director, Housing Development Office could reasonably be expected to have a material adverse effect on the construction or the financing of the Project or the business, property, assets, liabilities, conditions (financial or otherwise) or prospects of the Proponent and

(m) [WHERE APPLICABLE]; the Proponents shall have entered into the Beneficial Charge Agreement.

4.5 Tax Exemption While the Tax Exemption for the Project will be effective as of the date of First Occupancy or the date of the first meeting of Toronto City Council following the date of First Occupancy, taxes will be payable until the following information and documentation is provided to the City and the tax roll for the Property has been amended:

(a) a letter to the Executive Director, Housing Development Office providing ninety (90) days' notice of anticipated First Occupancy, which shall include the following information:

(i) the total number of units in the building, including residential units which are not Affordable Housing Units;

(ii) the number of Affordable Housing Units;

(iii) the anticipated rents for all of the units;

(iv) details of unit types for all of the units;

(v) a description of the unit types;

(vi) the gross leasable area;

(vii) a copy of a typical lease/occupancy agreement;

(viii) information about auxiliary income, i.e. laundry, convenience store located on the property;

(ix) confirmation as to whether the rents include heat, hydro and water; and

(b) any other documentation or information the City may reasonably require to satisfy the requirements of any Governmental Authority for the purpose of implementing the Tax Exemption.

The Proponent acknowledges that failure to provide the information required in this Section could result in the Tax Exemption being implemented after the date of First Occupancy. The City is not responsible for any costs incurred by the Proponent as a result of a delay in the implementation of the Tax Exemption.

4.6 **No Waiver.** The City providing any City Benefits prior to the fulfillment of one or more of the conditions set forth herein shall not constitute a waiver by the City of any such condition, and the City reserves the right to require the fulfillment of each condition prior to the providing of any further City Benefits.

4.7 **Conditions Solely for the Benefit of the City.** All conditions precedent are solely for the benefit of the City, its successors and assigns, and no other person shall have standing to require satisfaction of any condition and no other person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived in whole or in part by the City at any time the City deems it advisable to do so.

ARTICLE 5
INTENTIONALLY DELETED

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 The Proponent represents and warrants that: **[NOTE: THESE STATEMENTS WILL CHANGE DEPENDING ON THE CORPORATE STRUCTURE OF THE PROPONENT]**

(a) it [or WHERE APPLICABLE the Nominee/Beneficial Owner] is duly incorporated under the laws of Ontario or Canada;

(b) the Board of Directors of the Proponent [or WHERE APPLICABLE Nominee/Beneficial Owner] has authorized the Proponent to enter into this Agreement and such authorization has not been withdrawn; [or WHERE NO 4.1 AGREEMENT] it is a duly incorporated Non-Profit Corporation under the laws of Ontario or Canada whose primary object is to provide housing]

(c) [WHERE APPLICABLE] it/the Nominee/Beneficial Owner] is a limited partnership duly established and existing under the laws of Ontario or Canada, the sole limited partners of which are [NAMES], pursuant to a limited partnership agreement made effective as of [DATE] (the “LPA”);

(d) [WHERE APPLICABLE] [NAME] (the “**GP**”) is a corporation duly incorporated under the laws of Ontario or Canada, is the sole general partner of the [Proponent/Beneficial Owner/Nominee], and has the necessary authority, power and capacity under the LPA to act as general partner of the [Proponent/Beneficial Owner/Nominee], and enter into, execute and deliver this Agreement as general partner for and on behalf of the [Proponent/Beneficial Owner/Nominee];

(e) [WHERE APPLICABLE] the Nominee holds registered title to the Lands as nominee and bare trustee for and on behalf of the LP pursuant to a nominee agreement dated [DATE] (the “**Nominee Agreement**”);

(f) [WHERE APPLICABLE] that all necessary actions required in order to authorize the Beneficial Owner and the Nominee to execute this Agreement and other agreements related thereto, including all requisite proceedings on the part of the Nominee [WHERE APPLICABLE and the GP], [WHERE APPLICABLE and all requisite partnership proceedings on the part of the Beneficial Owner], have been accomplished and no other authorization, approval or consent by or notification to any Person (including any Governmental Authority) of any nature whatsoever is required in order for the Beneficial Owner and the Nominee to execute and deliver this Agreement;

(g) [WHERE APPLICABLE] that the obligations of the Proponent under this Agreement constitute legal, valid and binding obligations on the part of the Beneficial Owner and the Nominee;

(h) it [or WHERE APPLICABLE the Nominee and the Beneficial Owner] shall not alter, supersede or cancel its/their articles of incorporation, letters patent [WHERE APPLICABLE, LPA, Nominee Agreement or other constating documents in any way which would affect its/their ability to perform its/their obligations under this Agreement and other agreements related thereto without the prior written consent of the City;

(i) [WHERE NO SECTION 4.1 AGREEMENT INCLUDE] where the Proponent is incorporated as a Non-profit Corporation, it shall comply with all provisions in the applicable governing legislation that apply to a Public Benefit Corporation throughout the Affordability Period, whether or not the Proponent meets the definition set out in the applicable governing legislation;

(j) no member of the Council of the City or members of any of its agencies, boards or commissions shall be entitled to any share or part of this Agreement or to any benefit to arise therefrom; and

(k) no individual to whom the City’s Code of Conduct for Members of Council, the City’s Re-Employment of Former City Employees’ Policy or the Employee Conflict of Interest Policy apply, shall derive a direct benefit from this Agreement.

6.2 The Proponent agrees that the City shall be entitled to rely at all times on the representations and warranties set out in this Article.

ARTICLE 7
OBLIGATIONS OF THE PROPONENT – GENERAL

7.1 The Proponent shall:

(a) proceed diligently with the development of the Project;

(b) provide a sworn Start of Construction Affidavit, substantially in the form of the affidavit attached hereto as Schedule "D" by [DATE] which shall be no later than 12 months after the submission deadline of the Call for Applications;

(c) obtain and provide the City with a copy of the first building permit for the Development within XXXX (XX) days of the issuance of the permit;

(d) provide a copy of the final set of drawings and specifications for the Project incorporating all compliance requirements of the City's Building Division and the Rental Housing Supply Program: Purpose-Built Rental Housing Incentives Stream Program Guidelines, within XXXX (XX) days of execution of this Agreement, demonstrating that

  (i) the unit types mix of Affordable Housing Units in the Project (e.g., studio, 1-bedroom) are proportional to the mix of unit types of market rental units in the Development;

  (ii) the Affordable Housing Units in the Project are generally equivalent in size, layout, construction, furnishings and finish specifications to the market rental units in the Development;

  (iii) the unit sizes for Affordable Housing Units are consistent with the averages approved as part of the Proposal.

(e) at the time the Start of Construction Affidavit is provided and again at the time of First Occupancy, insurance requirements set out in Article 12 hereof shall be true and correct and the Proponent shall have delivered a certificate or certificates to such effect;

(f) at the time the Start of Construction Affidavit is provided, the Proponent shall have provided the City with a signed commitment for the first mortgage for construction financing, satisfactory to the City;

(g) ensure Substantial Completion of the Project is reached by no later than [insert date], or such other date as determined by the Executive Director, Housing Development Office acting reasonably;

(h) comply with all applicable federal, provincial and municipal laws, regulations and by-laws;

(i) no later than six (6) months prior to First Occupancy, have an Access Plan approved by the Executive Director, Housing Secretariat;

(j) comply with the requirement in Section 4.5 within thirty (30) days of the date of First Occupancy;

(k) ensure all Affordable Housing Units meet the size, layout, construction, furnishings and finish requirements of the Rental Housing Supply Program:

Purpose-Built Rental Housing Incentives Stream Program Guidelines, unless otherwise approved in writing by the Executive Director, Housing Development Office;

(l) provide quarterly reports to the Executive Director, Housing Development Office, from the date this Agreement is signed until First Occupancy, setting out construction progress, projected date of First Occupancy, and such other information requested or required by the City, acting reasonably; and

(m) provide such information, within ten (10) days of such written request, with respect to the Project, such as construction progress, projected date of First Occupancy, as requested or required by the City, acting reasonably, from time to time.

ARTICLE 8
OBLIGATIONS OF THE PROPONENT DURING THE AFFORDABILITY PERIOD

8.1 At all times during the Affordability Period, the Proponent shall:

(a) if required by the City at any time during the Affordability Period, make up to 20% of the Affordable Housing Units available to tenants who are the recipients of Housing Benefits, in accordance with the terms and conditions of this Agreement or any other agreement entered into with the City with respect to those Affordable Housing Units;

(b) take commercially reasonable steps, when entering into a tenancy agreement for an Affordable Housing Unit, to confirm that the tenant has a Household Income that does not exceed the Initial Income Limit determined in accordance with the City's requirements and in a form acceptable to the Director, Housing Stability Services;

(c) if required by the City at any time during the Affordability Period, participate in the City's Housing Access System in accordance with the terms of the Proponent's Access Plan to be approved by the Executive Director, Housing Secretariat;

(d) ensure that no Affordable Housing Unit will be rented to the Proponent or shareholder or director of the Proponent, or any individual not at arm's length to the Proponent, shareholder or director of the Proponent unless the Proponent is a non-profit co-operative, as defined in the Co-operative Corporations Act, R.S.O. 1990, c. C.35, as amended, or is a not-for-profit corporation;

(e) manage the Project so that the following occupancy standards are observed when entering into a tenancy agreement for an Affordable Housing Unit:

(i) a minimum of one and a maximum of two persons per bedroom;

(ii) a maximum of one bedroom for Spouses;

(f) operate and maintain the Project in accordance with the terms and conditions of this Agreement and in a good state of repair and fit for occupancy in the same manner as a prudent owner would do;

(g) maintain and repair the Project to the same standard as the balance of the units on the Lands;

(h) manage the Project so that:

(i) the Monthly Occupancy Costs are maintained as set out in Article 3 with the understanding that in the event Affordable Rents decline the Proponent is not required to reduce the Monthly Occupancy Costs of existing tenants in response to such decline, but is required to set the Monthly Occupancy Costs for new tenancy agreements at Affordable Rents, being the lesser of the City's Affordable Rents and the Provincial Affordable Rents;

(ii) if heat, water or hydro costs are separately metered and paid directly by the household of any Affordable Housing Unit the Proponent shall deliver the Utility Allowance to the tenant by way of setting off the amount of the Utility Allowance against the monthly rent payable, such that the Monthly Occupancy Costs for any such Affordable Housing Unit(s) shall not exceed the limits set out in (i) above; and

(iii) occupancy is maximized in accordance with Subsection 8.1(e);

(i) no later than ninety (90) days after the end of the calendar year in which First Occupancy occurs, and annually thereafter, provide to the City:

(i) the Proponent's Annual Occupancy Report in the form of the report attached as Schedule "A", or in a form designated by the Director, Housing Stability Services;

(ii) a management representation report, in a form designated by the Director, Housing Stability Services including management declarations and a report on compliance with the provisions of this Agreement;

(iii) the Proponent's most recent audited financial statements, for the Project in a form acceptable to the Director, Housing Stability Services; and

(iv) information on the Household Income and household composition of the Affordable Housing Units rented to new tenants during the year, in a form acceptable to the Director, Housing Stability Services;

when the calendar year end occurs less than six (6) months after First

Occupancy, the first calendar year to which the provisions of this section apply shall be not less than twelve (12) months;

(j) provide representatives of the City, with access to its books and records, with respect to the Project, subject to the rights of the residential tenants of the Project;

(k) ensure that each lease for an Affordable Housing Unit shall provide the following:

(i) that the disclosure to the City, by the Proponent, of the tenant's personal information including Household Income and household composition, has been consented to by the tenant;

(ii) that no unit may be sublet or assigned by the residential tenant under any circumstances; and

(iii) a statement that the lease is exempt from section 8, paragraphs 6, 7 and 8 of subsection 30(1), sections 51, 52, 54, 55, 56 and 95 to 99, subsection 100 (2) and sections 101, 102, 104, 111 to 115, 117, 120, 121, 122, 126 to 133, 140, 143, 149, 150, 151, 159, 165 and 167 of the *Residential Tenancies Act, 2006,* S.O.2006, c. 17, that the unit is identified as a subsidized unit that was developed or acquired under a municipal capital facility by-law for housing and is subject to this Agreement; and

(iv) for the Affordable Housing Units, a statement that the rent increases which can be imposed by the Proponent are controlled by the City, and cannot exceed the prevailing rent increase guideline established each calendar year pursuant to the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 or any successor legislation, to an amount not to exceed the Affordable Rent, and that no above guideline increases are allowed.

(l) ensure that the City will be provided with access to all information obtained from the tenant concerning the Household Income and family composition of each Affordable Housing Unit, which information the City may verify;

(m) ensure compliance with the provisions of MFIPPA, in its collection and sharing of any MFIPPA Protected Information, collected and shared, in accordance with the terms of this Agreement; and

(n) ensure each Affordable Housing Unit meets the size requirement of the requirements of the City’s Building Division and Rental Housing Supply Program: Purpose-Built Rental Housing Incentives Stream Program Guidelines unless otherwise approved in writing by the Executive Director, Housing Development Office.

8.2 For any Affordable Housing in receipt of housing benefits, at all times during the Affordability Period, the Proponent shall comply with the terms and conditions of any Rent Supplement Agreement to be entered into between the City and the Proponent, on terms and conditions satisfactory to the Executive Director, Housing Secretariat.

ARTICLE 9
MONTHLY OCCUPANCY COSTS CHANGES

9.1 Monthly Occupancy Costs Increases for Affordable Housing Units

The Proponent may adjust the Monthly Occupancy Costs, with respect to an Affordable Housing Unit, if at least twelve (12) months have elapsed:

(a) since Initial Occupancy of the Affordable Housing Unit; or

(b) since the day of the last rent increase with respect to the Affordable Housing Unit, if there has been an increase,

by no more than the prevailing Rent Increase Guideline, to an amount not to exceed the Affordable Rent. The Proponent acknowledges that, if the Rent Increase Guideline does not apply to the Project, the Proponent agrees that the Rent Increase Guideline applies by virtue of the contractual terms of this Agreement. In the event the Rent Increase Guideline is repealed and not replaced with similar legislation, Monthly Occupancy Costs may be adjusted based on annual changes to the Consumer Price Index - not seasonally adjusted, for all items - in January of each year for the Toronto Census Metropolitan Area (or, where available, the City of Toronto) as reported by Statistics Canada (the "**CPI Adjustment**"), to an amount not to exceed the Affordable Rent.

9.2 Phase-Out Period

Upon an Affordable Housing Unit becoming vacant during the Phase-Out Period, the Proponent may rent such unit to a new tenant at any rent agreed to by the Proponent and the new tenant and that is in compliance with then existing rent legislation, and the Proponent shall not be required to comply with Subsection 8.1(b) in respect of such unit.

ARTICLE 10
FINANCIAL RECORDS AND RIGHT TO AUDIT

10.1 The Proponent shall keep proper books of account and records of the financial management of the City Benefits and the Project, in accordance with generally accepted business and accounting practices. The accounts and records shall include all invoices, receipts, vouchers and other documents relating to Project expenditures and revenues, including funding from all other sources.

10.2 The Proponent shall retain all books, accounts, records (including records related to rent collection and tenant income and eligibility verification), receipts, vouchers and other documents, that pertain to the Project for a period of not less than seven (7) years from the end of each fiscal year of the Proponent to which the records relate.

10.3 The Proponent will make such books, accounts and records available at all reasonable times for audit and inspection by the auditor for the City or anyone designated in writing by the auditor to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Proponent. It is acknowledged that the books and records for the Project may be contained within records relating to the Development and the Proponent may fulfill its obligations hereunder by providing such extracts as are necessary to satisfy the auditor appointed by the City.

10.4 The Proponent acknowledges and agrees that all accounts and records pertaining to payments of fees or other compensation for the solicitation, negotiating or obtaining of this Agreement shall be subject to the accounts and audit provisions of this Agreement, as they pertain to the Project.

10.5 The Proponent shall permit the City's representatives to make copies and take extracts from such books and records and shall furnish the City with such additional information as it may require with reference to such books and records, as they pertain to the Project.

10.6 This Article shall survive the termination of this Agreement.

ARTICLE 11
INDEMNITY

11.1 The Proponent hereby agrees that it shall, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the City, and its elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with:

(a) this Agreement;

(b) the Project;

(c) the obligations of the Proponent hereunder;

(d) the failure of the Proponent, its officers, consultants, contractors, agents, servants or employees to exercise reasonable care, skill or diligence in carrying out any work in respect of the Project;

(e) any act or omission of the Proponent, its officers, agents, servants, consultants, contractors, employees or by anyone for whom the Proponent is at law responsible relating to any work or any other thing required to be performed or rendered hereunder by the Proponent;

(f) all insured and uninsured loss or damage to property installed, property in transit and contractors' tools and equipment during the course of the construction/renovation work to the Project; and/or

(g) death or economic loss, caused by or in any way related to any of the Proponent's obligations under this Agreement;

provided that the Proponent shall not be liable for any actions, loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties or for those whom in law the Indemnified Parties are responsible.

ARTICLE 12
INSURANCE

12.1 Building in Course of Construction Insurance. During the period of construction including demolition or construction on the Project, the Proponent shall effect, maintain or cause to be maintained and keep in force, until completion of such work including demolition, repair, alterations, construction, additions and/or renovations, insurance insuring the Proponent and their employees and all those for whom they are at law responsible from damage to the Project from time to time during the work including demolition and construction (which may be by policies effective from time to time covering the risks during different phases of the work, demolition and construction) by a Builders' Insurance Policy including resultant damage from error or design and faulty workmanship and, to the extent available and as would be obtained by a prudent owner of such a Project, to the replacement cost thereof. The City will be included as a mortgagee and joint loss payee, according to its interest, on the insurance policies required in this Section

12.2 "All Risks" Property Insurance. Except as to any portion of the Project under construction which is insured by the insurance coverage provided pursuant to Section 12.1, the Proponent shall, at all times during the Affordability Period, insure and keep insured the Project and all other insurable property belonging to the Proponent and from time to time located on the Project in an amount not less than the replacement cost thereof against loss or damage by perils of "all risks" (being the perils from time to time included in the standard "all risks" policy and to the extent available and as would be obtained by a prudent owner of such a Project). If a separate policy of insurance is maintained for the boiler and pressure vessels, the policies will include a Joint Loss Agreement between insurers. The boiler and machinery coverage shall be on a repair and replacement basis, in an amount to reflect the replacement cost of the building and the contents and equipment located on the premises. The City will be included as a joint loss payee and mortgagee, according to its interest, on the insurance policies required in this Section 12.2.

12.3 **Public Liability Insurance.** The Proponent shall, at all times during the Affordability Period, maintain or cause to be maintained comprehensive Commercial General Liability insurance including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Project or out of the operations of the Proponent or its sublessees in, on or about the Project, indemnifying and insuring the Proponent and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a Project would, from time to time, carry (which amount shall initially be not less than Five Million Dollars ($5,000,000.00), and, during any period of construction, to be written on a Wrap Up form in an amount not less than Ten Million Dollars ($10,000,000.00) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence) and, without limiting the generality of the foregoing, with provisions for cross liability and severability of interests. During the course of the work or any other construction, the liability insurance required under this Article shall relate to property damage, death or injury arising out of the performance or non-performance of the work or any other construction or related work and shall include non-owned automobile liability insurance. All liability insurance policies shall cover the costs of defence or adjustment of claims over and above money limitations of the policies. The City will be included as an additional insured on the wrap-up during construction and Commercial General Liability insurance policy which is to be maintained by the Proponent following the completion of construction.

12.4 **Automobile Liability Insurance.** The Proponent will maintain and keep in force or cause to be maintained during the period of construction Automobile Liability insurance in an amount of at least Two Million Dollars ($2,000,000.00) for all licensed motorized vehicles used in the performance of work.

12.5 **Other Insurance.** The Proponent shall maintain, or cause to be maintained, and shall keep in force during the Affordability Period such other insurance as may be reasonably required from time to time.

12.6 **Certificates.** The Proponent shall deliver certificates of insurance to the City, including the renewal or the replacement of the insurance policies, without request or demand by the City.

12.7 **City Approval.** Such insurance policies shall be provided by an insurer licensed to carry on the business of an insurer in Ontario or satisfactory to the City in its sole and absolute discretion.

12.8 **Non-Cancellation.** Each of the policies of insurance provided pursuant to this Article shall contain an agreement by the insurer to the effect that it will not cancel the policies whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after thirty (30) clear days' prior written notice to the

City.

12.9 **Premiums and Evidence of Payment Thereof**. The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. The Proponent will produce to the City as soon as reasonably feasible, and in any event within ten (10) clear days prior to the expiry of any policy of insurance placed pursuant to this Article, evidence of the renewal or replacement of such insurance.

12.10 **Loss or Damage.** The City shall not be liable for any death or injury arising from, or out of any occurrence in, upon, at, or relating to the Project or damage to property of the Proponent or of others located on the Project, nor shall it be responsible for any loss of or damage to any property of the Proponent or others from any cause, unless and to the extent that any such death, injury, loss or damage, results from the negligence or wrongful acts of the City, its agents, employees, contractors, or others for whom it may, in law, be responsible. Without limiting the generality of the foregoing, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, failing fixtures, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Project or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the building or from the street or any other place or by dampness or by any other cause whatsoever. The City shall not be liable for any such damage caused by other Persons on the Project or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Proponent kept or stored on the Project shall be so kept or stored at the risk of the Proponent only and the Proponent releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Proponent’s insurers.

ARTICLE 13
RESTRICTIONS ON CHANGES

13.1 Provided there is no Event of Default by the Proponent under this Agreement, that is continuing, it is understood and agreed that the City shall subordinate and postpone the City Charge to other charges and all prior and subsequent advances thereunder and enter into any standstill agreement(s) (pursuant to which it agrees, among other things, to take no enforcement action under the City Charge, pending repayment of such prior charge) which may be requested by the Proponent or the holder of a charge on the Land, provided that, in the opinion of the City, sufficient equity remains in the Lands to secure the City Charge. The City reserves the right to request, at the Proponent’s expense, such appraisals, financial statements, mortgage statements or other information as it deems appropriate prior to executing the postponement.

13.2 Upon the Proponent's request, the City shall provide a status certificate to the Proponent, confirming in writing (if such be the case) that this Agreement is unmodified and in full force and effect or if there had been any modifications, stating the modifications and stating whether there are any outstanding Events of Default under this Agreement and the City Charge and, if so, the nature of the default. Each of the foregoing shall be delivered within fifteen (15) days of a written Notice being made by the Proponent.

13.3 Provided the Proponent is in good standing under this Agreement and the Proponent has provided valid proof of insurance required pursuant to Article 12, it is understood and agreed that the City will consent to an assignment of this Agreement to secure a mortgage.

Please note: The City requires a minimum of three (3) weeks to process requests for the execution of postponements and forbearance documents.

13.4 The City consents to the postponement of this Agreement and the City Charge to any easements agreed to by the Proponent and neighbouring developments and any shared facilities or cost sharing agreement between the Proponent and neighbouring developments required for the proper operation of the Project and the neighbouring developments. Prior to executing any postponement, the City will be entitled to review the easements and shared facilities or cost sharing agreement.

13.5 The City consents to the postponement of the City Charge to any service or utility easement required by the City, in its capacity as a municipality or other supplier of a utility being provided to the Development.

13.6 The City consents to the postponement of this Agreement and the City Charge to any municipal site plan, development or related agreement required by the City or any other Governmental Authority. Prior to executing any postponement, the City will be entitled to review the form of agreement to ensure same is satisfactory, as well as the postponement required so that same is in a form satisfactory to the City.

13.7 The City consents to partially release this Agreement and to partially discharge the City Charge to the extent that the foregoing encumber any lands required to be transferred and conveyed to the City or any other Governmental Authority for the creation of any roads, parkland dedication and the like, subject to the City being entitled to review the proposed transfers to which the release and partial discharge is being requested and same being in a form satisfactory to the City.

13.8 The Proponent shall not Transfer the Project without obtaining the prior written consent of the City, which consent will not be unreasonably or arbitrarily withheld, conditioned or delayed. In determining whether the City is prepared to grant its consent to a Transfer, the City may consider the following factors:

(a) [WHERE NO SECTION 4.1 AGREEMENT INCLUDE] whether the proposed Transferee is a Non-Profit Corporation;

(b) whether the financial standing of the proposed Transferee is sufficient to satisfy the obligations of the Proponent under the Agreement;

(c) the reputation and experience of the Transferee or its related corporation, its management and investors in the financing, construction and operation of affordable residential housing developments; and

(d) whether the Transfer will decrease the number of Affordable Housing Units in the Project.

The City may, in its sole discretion, charge a commercially reasonable administration fee for such request.

13.9 The Project shall not be the subject of a Transfer unless the purchaser or transferee has first entered into an assignment and assumption agreement with the City assuming the covenants set forth herein and the City Charge, which agreement shall be duly executed by the purchaser or the transferee and delivered to the City prior to the Transfer.

13.10 Notwithstanding Sections 13.8 and 13.9, the Proponent may effect a Transfer to or with any of the following, without the City's consent, but with Notice of same to the City:

(a) an Affiliate of the Proponent [WHERE NO SECTION 4.1 AGREEMENT INCLUDE] that is a Non-profit Corporation whose primary object is to provide housing;

(b) a Transfer, whether voluntary or involuntary, by operation of law or otherwise to a corporation or other entity which is a successor of the Proponent, by way of amalgamation, merger, consolidation or other bona fide reorganization;

(c) any Person directly or indirectly Controlled by, Controlling or under common Control with the Proponent or any other Person described in this Section 13.10;

(d) where the Transfer forms part of (i) a going public or going private transaction or where a transfer occurs as a result of the sale or issuance of shares; or (ii) any other form of equity or debt issuance of the Proponent or any other person or entity referred to in subparagraph (a) or (c) above, including, on any public stock exchange; and

(e) any mortgagee.

13.11 Notwithstanding anything herein contained, the Proponent may lease the Affordable Housing Units in the Project to residential tenants, without complying with Section 13.8 and Section 13.9

13.12 The provisions of this ARTICLE 13 shall not apply to any sale, lease, foreclosure or other disposition which is pursuant to the exercise of any remedy by a mortgagee where such mortgage and security related thereto is in priority to the

City Charge.

13.13 Upon the Principal Amount being fully forgiven under Section 4.3 of this Agreement and provided the Proponent has otherwise satisfied its obligations under this Agreement in favour of the City, the City shall promptly execute and deliver to the Proponent, a full and final discharge of the City Charge together with such documentation that will permit the Proponent to register the discharge on title to the Lands.

ARTICLE 14
DEFAULT AND REMEDIES

14.1 Upon the expiration of any cure periods contemplated in Section 14.2, the following shall be considered events of default under this Agreement (each an "**Event of Default**"):

(a) the Proponent has, in the opinion of the City, acting reasonably, failed to proceed with the implementation, construction and/or the operation of the Project in a timely manner, except where such failure is due to causes which, in the opinion of the City, acting reasonably, are beyond the control of the Proponent;

(b) the Proponent has failed to provide the City the Start of Construction Affidavit, substantially in the form of the affidavit attached hereto as Schedule "D", by [DATE] which shall be no later than 12 months after the submission deadline of the Call for Applications or the date outlined in Section 7.1(b) of this Agreement, whichever is earlier

(c) the Proponent has failed to obtain and provide the City with a copy of the first building permit for the Development within XXXX (XX) days of the issuance of the permit;

(d) the Proponent has failed to provide to the City a copy of the final set of drawings and specifications for the Project incorporating all compliance requirements of the City's Building Division and following the City's Affordable Rental Housing Design Guidelines, where appropriate, within XXXX (XX) days of execution of this Agreement;

(e) the Proponent has failed to achieve Substantial Completion of the Project by [insert date], or such other date which is three months after the date contemplated by Subsection 7.1(g) as such date may be extended from time to time;

(f) the Proponent ceases to construct and/or operate the Project pursuant to the terms and conditions of this Agreement or any Rent Supplement Agreement;

(g) the Proponent is in default under the terms of the Development Charges

Deferral Agreement;

(h) [WHERE APPLICABLE] the Proponent is in default under the terms of the 4.1 Agreement with respect to the Project;

(i) if in the opinion of the City, acting reasonably, the Proponent knows or ought reasonably to have known at Initial Occupancy that an Affordable Housing Unit is being provided to a tenant whose Household Income exceeds the Initial Income Limit or that the household composition has been misrepresented or has not been verified on Initial Occupancy as set out in Section 8.1 hereof and such violation is part of a consistent and persistent series of several and material violations over time such that the Proponent has failed to consistently operate the Project principally for the purposes of Affordable Housing as required by the provisions of this Agreement;

(j) the Proponent knows or ought reasonably to have known in the opinion of the City, acting reasonably that the average Monthly Occupancy Costs for an Affordable Housing Unit in the Project exceed the applicable Affordable Rent;

(k) the Proponent has breached ARTICLE 6, ARTICLE 7, ARTICLE 8 and/or ARTICLE 9 of this Agreement in whole or in part;

(l) the Proponent, in its Proposal or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the City;

(m) an order is made or resolution is passed for the winding up or dissolution of the Proponent, or the Proponent is dissolved;

(n) the Proponent becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors or fails under any proposal or makes any assignment for creditors or any arrangement or compromise;

(o) a receiver or receiver-manager is appointed for the Project by a creditor; or

(p) there is, in the opinion of the City, acting reasonably, a material adverse change in risk in the Proponent’s ability to carry out its roles and responsibilities under this Agreement with respect to the implementation and/or the operation of the Project.

14.2 If there is an Event of Default by the Proponent that is continuing, and the Event of Default has not been remedied within thirty (30) days of receipt by the Proponent of Notice of an Event of Default or within such longer period as is required and the City may allow, the City may, in its absolute discretion, without restricting any remedies otherwise available:

(a) require repayment of the remaining, unforgiven balance of the Principal

Amount;

(b) require the Proponent to provide additional information or documents to the City;

(c) rescind the tax exemption by-law passed with respect to the Project;

(d) correct the breach itself or by retaining a third party and the reasonable cost of so doing shall be payable forthwith by the Proponent to the City and may be recovered in any court of competent jurisdiction as a debt due to the City;

(e) terminate the Agreement by giving Notice to the Proponent;

(f) appoint or seek the appointment of a manager and/or receiver for the Project (a “Receiver”), whether an officer, employee or agent of the City or not if the City has determined that there are serious financial matters that could result or have resulted in the Proponent being unable to pay its debts as they become due;

(g) enforce its rights pursuant to the City Charge; and/or

(h) seek any additional remedy available to the City at law or in equity.

14.3 For the purposes of this Section, the Proponent will be found to have remedied the Event of Default if, for the purposes of Subsection 14.1(i), the Proponent submits a plan satisfactory to the Executive Director, Housing Secretariat attempting to prevent future defaults.

14.4 If the City gives the Proponent Notice of an Event of Default, the City may suspend the provision of any further City Benefits under this Agreement until the breach is remedied.

14.5 Upon providing a Notice of termination, the City shall have no obligation to provide any City Benefits to the Proponent.

14.6 All rights and remedies of the City under this Agreement shall be cumulative and not alternative.

ARTICLE 15
RECEIVERSHIP

15.1 Where a Receiver is appointed by the City pursuant to Subsection14.2, subject to the terms of any agreement with a senior lender, the Receiver shall have the power to:

(i) take control, direction and possession, or any of them, of the Project, the revenue and the assets of the Proponent, the operation and books, records and accounts of the Proponent or any part of them related to the Project;

(ii) take control and direction of the employees and agents of the Proponent in respect of the Project only;

(iii) receive and recover and use all revenues and assets of the Project;

(iv) incur and pay liabilities;

(v) complete the construction of the Project and maintain, operate and repair the Project; and

(vi) execute and prosecute all suits, proceedings and actions which the Receiver considers necessary for the proper protection of the Project, to defend all suits, proceedings and actions against the Proponent or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action, then pending or thereafter instituted and to appeal any suit, proceeding or action.

15.2 The City may at any time and from time to time change, terminate or renew the mandate of the Receiver or replace or reinstate the Receiver and fix the reasonable remuneration of the Receiver who may deduct the same out of the revenues of the Project.

15.3 Without limiting any rights of the City under this Agreement, the City acknowledges that it is the intention of the City to reinstate the Proponent whenever feasible, as determined by the City, as a self-governed entity retaining substantial control of the management of the Project within sixty (60) days after the receivership becomes effective.

15.4 The Receiver shall be deemed to be the agent or attorney of the Proponent and the City shall not be responsible for the Receiver’s acts or omissions.

15.5 The Proponent undertakes to ratify and confirm whatever the Receiver may do pursuant to the Receiver’s mandate.

ARTICLE 16
CONFIDENTIALITY

16.1 The Proponent, its officers, agents and employees shall treat all information which is obtained by the Proponent through its performance of this Agreement, as confidential and shall not disclose same, other than in accordance with this Agreement, without the prior written approval of the City unless required by law, provided, however, that the Proponent shall notify the City immediately upon learning of the possibility of any such requirement in order to allow the City a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy).

16.2 Notwithstanding Section 16.1, the Proponent may disclose information to a mortgagee of the Project or the Lands in priority to the City Charge, and the Proponent's or such mortgagee's lawyers, accountants and other professionals, provided that such persons require the information in order to properly perform their duties.

16.3 The Proponent shall not, unless required by law, release information pertaining to tenants and applicants for tenancy at the Project to third parties without first obtaining the written consent of the affected tenant or applicant.

16.4 The collection, use and disclosure of information by the City shall be governed by MFIPPA.

ARTICLE 17
PUBLIC ACKNOWLEDGEMENT OF FUNDS

17.1 The Proponent shall ensure that in any and all communication activities, internet web site information, publications, advertising, signs and press releases referring to the Project, there is included an appropriate acknowledgement, in accordance with the guidelines and instructions provided by the City to the Proponent, of the contributions made by the City. The Proponent shall notify the City in advance of any and all communication activities, including media and fundraising events, publications, advertising and press releases.

ARTICLE 18
DISPUTE RESOLUTION

18.1 The City and Proponent agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

18.2 In the event the Parties agree to arbitration, the arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, S.O.1991 c.17.

ARTICLE 19
NOTICES

19.1 Unless otherwise provided in this Agreement, any notice, approval or other communication required or permitted to be given (“Notice”) shall be in writing and shall be personally delivered, sent by prepaid registered mail, or sent by email to the following addresses:

(a) if to the City, at:

City of Toronto
Metro Hall, 55 John Street, 9th Floor
Toronto, ON M5V 3C6

Attention: Executive Director, Housing Secretariat
Email: HSS@toronto.ca

with a copy to the City Solicitor, at

City of Toronto
55 John Street, Stn.1260
26th Floor, Metro Hall
Toronto, ON M5V 3C6

Attention: City Solicitor
Email: legalrec@toronto.ca

(b) if to the Proponent, at:

[ADDRESS]

Attention:
E-mail:

19.2 Any Notice shall be deemed to have been validly and effectively given and received: (1) if personally delivered, on the date of delivery; (2) if sent by prepaid registered mail, on the third (3rd) Business Day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be provided by personal delivery or email; and (3) if sent by e-mail prior to 5:00 p.m. on a Business Day, on the day on which it was sent, or otherwise on the Business Day next following the day on which it was sent.

19.3 Any Notice permitted or required to be given by the City may be given by the Deputy City Manager. However, the Deputy City Manager specifically reserves the right to submit the issue of the giving of any Notice, or of the contents of any Notice, to City Council for its determination.

19.4 Either Party under this Agreement may from time to time by Notice to the other Party change its address for service under this Agreement.

ARTICLE 20
CONTRACTUAL STATUS OF THE PARTIES

20.1 The Proponent shall be solely responsible for the payment of any person or entity employed, engaged or retained by the Proponent for the purpose of carrying out the Project or otherwise assisting it in the discharge of its obligations under this Agreement.

20.2 The Proponent shall ensure that any contract entered into by it in respect of the Project is in its own name and is in no way purports to be binding upon the City.

20.3 The Proponent acknowledges that it is not the agent or representative of the City and has no authority to make a promise, agreement or contract on behalf of the City in respect of the Project.

20.4 The Parties agree that, in respect of the Project, the City is not an "Owner" within the meaning of the *Construction Act*.

ARTICLE 21
UNCONTROLLABLE CIRCUMSTANCES

21.1 Except as expressly provided for in this Agreement, no party shall be in default under this Agreement or liable to the other party for any loss, damage or delay to the extent it results from an uncontrollable circumstance if such circumstance is not caused by the default or act of commission or omission of such party or avoidable by the exercise of reasonable effort or foresight provided that nothing excuses a delay caused by lack of funds or other financial circumstances or excuses a party from payment of any amount payable hereunder when due.

21.2 For the purpose of this Article, the words "uncontrollable circumstance" means any force majeure, strike, walkout, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, change in laws, government regulations or controls, court order, or any cause beyond the reasonable control of the party, unless any such lack of control results from deficiency in financial resources.

ARTICLE 22
GENERAL PROVISIONS

22.1 This Agreement may be changed only by written amendment duly executed by authorized representatives of both Parties.

22.2 In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.

22.3 The insertion of headings and the division of this Agreement into articles and subdivisions thereof is for convenience of reference only and shall not affect the interpretation hereof.

22.4 Any reference in this Agreement to an "article" or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labelled provision of this Agreement.

22.5 Time shall in all respects be of the essence of all matters provided for in this Agreement, 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 City and the Proponent, or by their respective solicitors, who are expressly appointed for that purpose.

22.6 The waiver by a Party of strict compliance or performance of any of the terms and conditions of this Agreement or of any breach on the part of any other Party shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition of this Agreement or of any breach thereof.

22.7 No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by an authorized representative of the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

22.8 This Agreement shall not be assigned by the Proponent without the prior written consent of the Executive Director, Housing Development Office, in consultation with the Executive Director, Housing Secretariat which consent may be withheld or given subject to such terms and conditions as the Executive Director, Housing Development Office and Housing Development Office deem appropriate.

22.9 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each Party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.

22.10 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22.11 Each obligation of the City or of the Proponent expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

22.12 Notwithstanding any other provision of the Agreement, the provisions of the Agreement which by their nature are continuing, including, without limitation, the provisions regarding confidentiality and indemnity, shall survive the termination or expiry of this Agreement.

22.13 Wherever any consent, agreement or approval of the City is required under the terms of this Agreement, unless otherwise provided and subject to any specific provision respecting such consent, agreement or approval, the City shall not unreasonably or arbitrarily withhold its consent, agreement or approval.

22.14 Notwithstanding any consent or approval given by the City with respect to any plans, specifications or other construction-related matter, the City will not be in any way liable for the design or construction of any proposed structure, and the party that has obtained the consent or approval of the City shall be wholly liable for such design and construction.

22.15 Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.

22.16 No communication or dealing between the Proponent and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between the Proponent and the City as parties to this Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any communication or dealing between the City and the Proponent as Parties to this Agreement will only be effective if delivered in accordance with the notice provisions set out in this Agreement. No communication or dealing between the City as a Party to this Agreement and the Proponent as a Party to this Agreement will relieve the Proponent from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Proponent imposed by this Agreement.

22.17 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 that is received by the City in a file format acceptable to the City. 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.

22.18 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

Authorized by Item PH13.8 as adopted by City of Toronto Council on June 26, 27 and 28, 2024, Item EX.18.2 as adopted by City of Toronto Council on November 13 and 14, 2024, and Item CC24.16 as adopted by City of Toronto Council on December 17 and 18, 2024.

APPROVED AS TO FORM

....
For ***
City Solicitor

File # 4318-203-.2_

CITY OF TORONTO

Per: ___________________________________
Name: Doug Rollins
Title: Executive Director, Housing Secretariat

I have authority to bind the City

[PROPONENT]

Per :____________________________________
Name:
Title:

Per: ____________________________________
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "A"

PROPONENT'S ANNUAL OCCUPANCY REPORT

For the Year Ended December 31, 20XX

A. Project Information

Corporation Name:	**Contact:**
Project Name:	**Position:**
Project Address:	**Email:**
Affordability Period:	**Phone:**
C.A. Expiry Date:	

B. Project Units - Occupancy Costs - Average Market Rents at December 31

	A	B	C	D	E	F
Unit Type	**Total Units**	**Average Actual Occupancy Costs**	**City's Affordable Rents**	**Rent Controlled Rents**	**Occupancy Costs by Unit Type (AxB)**	**CMHC AMR by Unit Type**
Studio		-				
One Bedroom						
Two Bedroom						
Three Bedroom		-				
Four Bedroom		-				
Total	**-**				**-**	**-**

C. Project Certification

I certify, to the best of my knowledge, that the information provided above is true and correct.

I certify that the household income for all new occupants in the reporting year was below the Initial Income Limit (48 x the monthly occupancy costs for the relevant housing unit).

I hereby authorize the City of Toronto to review the rent roll, if deemed necessary.

Name of Proponent

by: ______________________________ ______________________
Name: Date
Title:

I have authority to bind the Corporation

E. City of Toronto

We have performed the necessary review and tests on the records of the Property pertaining to the rent levels for the reporting period. Our results confirm the information as provided above is true and correct.

by: ______________________________ ______________________
Name: Date
Title:

SCHEDULE "B"

MORTGAGE/CHARGE OF LAND PROVISIONS

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 ___________, 202_, (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. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement, unless otherwise specified.

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.

LRO # 80 **Charge/Mortgage** **In preparation** on yyyy mm dd at [TIME]

This document has not been submitted and may be incomplete. yyyy mm dd Page 1 of 1

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.

[PROPONENT NAME, ADDRESS, ETC.]

Chargee(s) *Capacity* *Share*

Name	CITY OF TORONTO Acting as a company
Address for Service	55 John Street, 26th Floor Toronto, Ontario M5V 3C6
	Attention: City Solicitor & Housing Secretariat

Statements

Schedule: See Schedule

Provisions

Principal	$xxxx.xx	*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 ****************

SCHEDULE "C"

LEGAL OPINION

[TO BE ON LETTERHEAD OF SOLICITOR FOR PROPONENT]

DATE

City of Toronto
Legal Division
Station 1260
26th Floor, Metro Hall
55 John Street
Toronto, Ontario M5V 3C6

Attention: ***, City Solicitor

Re: City of Toronto (the "City") and [NAME(S)] (the "Proponent") [or WHERE APPLICABLE [NAME] (the "Beneficial Owner" by its general partner [NAME] (the "GP") and [NAME] (the "Nominee") (with the Beneficial Owner and the Nominee collectively referred to as the "Proponent")] property located at [ADDRESS], Ontario (the "Property")

We have acted as solicitors to the Proponent in connection with the giving of this opinion and all matters herein described.

We have assisted in the preparation of and acted in connection with the authorization, execution, issuance and delivery by the Proponent of the following documents:

(a) Contribution Agreement dated _______________ between the City and the Proponent ("the Agreement); and

(b) a [Leasehold] Charge/Mortgage of Land in the principal amount of [ ] (the "Charge"); and

(c) [WHERE APPLICABLE] a beneficial owner acknowledgment and beneficial charge agreement dated ____________ among the Proponent and the City in respect of the Charge and an agreement under section 4.1 of the Development Charges Act (the "Beneficial Charge Agreement"); and

(d) [WHERE APPLICABLE] a nominee agreement dated _____________between the Beneficial Owner and the Nominee in respect of the Property (the "Nominee Agreement");

(c/e) the giving of this opinion and on all matters herein described.

The Agreement, [the Beneficial Charge Agreement] and the Charge are collectively referred to as the "**Documents**".

The Charge [and the Beneficial Charge Agreement] has/have been given in favour of the City for the obligations of the Proponent from time to time under the Agreement. All other capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement, unless otherwise specified.

We have examined such corporate records and have made such other searches and enquiries and considered such questions of law as we have considered necessary or desirable for the purposes of the opinions hereinafter expressed. In our examination of all documents, we have assumed:

(a) the genuineness of all signatures, the requisite legal capacity of all individuals, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as photocopies, facsimile, certified or notarial copies thereof and that all facts set forth in the official public records, indices and filing systems and all certificates supplied by public officials or otherwise conveyed to us by public officials are complete, true and accurate;

(b) that each party to the Documents, other than the Proponent, was in existence when the Documents were executed and delivered and had the power and capacity to enter into the Documents;

(c) that each of the Documents has been duly authorized, executed and delivered by each party thereto, other than the Proponent, whether or not a signatory thereto; and

(d) that each of the Documents is a legal, valid and binding obligation of each party thereto other than the Proponent.

We have relied on the following documents, which are originals or copies, that are certified or identified to our satisfaction, to provide our opinion, and these documents have been attached for your reference. The documents are part of organization and public records as well as corporate records.

1. Certificate of Status of the Proponent dated ____________.

2. The constating documents and by-laws of the Proponent including a certified copy of the Letters Patent of the Proponent effective __________ and Supplementary Letters Patent the Proponent effective _______, a certified copy of the Borrowing By-law of the Proponent, a certified copy of a resolution of the Proponent authorizing the borrowing and the execution and delivery of the Documents, the minute book and corporate records of the Proponent.

3. A Certificate of an Officer of the Proponent strictly with respect to the factual matters set out therein (the "**Certificate**").

We have examined title to the Property and attended to the registration of the Charge, in the Land Registry Division of the Toronto Land Titles Office (No. 66) (the “Land Titles Office”). The detail of all such registration is set out in Schedule “A” attached to this letter and the duplicate registered copy of the Charge is enclosed.

We are solicitors qualified to carry on the practice of law in the Province of Ontario and we express no opinion as to any laws other than the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario in force on the date of this opinion (“Ontario Law’”).

Based upon the foregoing and subject to the qualifications set out below, we are of the opinion that as of the date of registration of the Charge:

1. the Proponent is a subsisting body corporate under the laws of the Province of Ontario, with the necessary powers to borrow the monies secured by the Charge;

2. the Proponent has the necessary power and capacity to execute, deliver and perform its obligations under each of the Documents pursuant to the terms of the Agreement;

3. all necessary corporate action has been taken by or in respect of the Proponent to authorize the execution and delivery of the Documents and the performance by the Proponent of its obligations thereunder and each of the Documents has been duly executed and delivered by the Proponent;

4. no authorization, consent, permit or approval of, or other action by, filing with or notice to any government, governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction is required at this time in connection with the execution and delivery of the Documents or the performance by the Proponent of its obligations;

5. the execution and delivery of each of the Documents and the fulfillment of the terms thereof by the Proponent, do not result in a breach of, or constitute a default under (i) the Proponent's governing legislation; ii) By-laws of the Proponent; or (iii) any statute, regulation or the laws of the Province of Ontario or the federal laws of Canada applicable herein;

6. each of the Documents constitutes a valid and legally binding obligation of the Proponent, enforceable against the Proponent in accordance with its terms;

7. the Proponent is the sole registered and beneficial owner of the Property;

8. the Proponent has good and valid marketable [leasehold] title to the Property, free from all encumbrances or claims of any nature whatsoever, subject only to the qualifications and the Permitted Encumbrances set out in Schedule “B” attached to this letter (the “Permitted Encumbrances”);

9. the Charge constitutes a good and valid [second] charge of the Proponent’s interest in the Property and all right, title and interest of the Proponent therein, enforceable by the City in accordance with its terms, subject only to the Proponent's right of redemption thereunder and otherwise at law and equity, the Permitted Encumbrances;

10. there are no executions outstanding in the hands of the Sheriff of the City of Toronto which affect the Proponent or the [leasehold] title to the Property and, to the best of our knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against the Proponent, before any court or administrative agency;

11. there are no arrears in the payment of taxes with respect to the [leasehold] Property; and

12. the Property has not escheated to the Crown.

[OR USE THE FOLLOWING TO THE EXTENT APPLICABLE:

1. the Nominee is a subsisting body corporate under Ontario Law, with the necessary power and capacity to: (i) borrow the monies secured by the Charge; (ii) carry on business; (iii) execute and deliver the Agreement; (iv) grant the Charge as nominee and bare trustee for and on behalf of the Beneficial Owner; (v) execute and deliver the Beneficial Charge Agreement as nominee and bare trustee for the Benefical Owner; (vi) perform its obligations under the Documents;

2. the Beneficial Owner is a limited partnership duly established and existing under the laws of the Province of Ontario, the limited partners of which are [NAMES], pursuant to a limited partnership agreement dated [DATE].

3. the GP is a subsisting body corporate under Ontario Law and the sole general partner of the Beneficial Owner, with the necessary power and capacity to: (i) carry on business, including the business of the Beneficial Owner; (ii) execute and deliver the Agreement as general partner for and on behalf of the Beneficial Owner; (iii) execute and deliver the Beneficial Charge Agreement as general partner for and on behalf of the Beneficial Owner; (iv) perform the Beneficial Owner's obligations under the Agreement and the Beneficial Charge Agreement;

4. the GP is the only general partner of the Beneficial Owner;

5. the Nominee holds registered title to the Property as nominee for and on behalf of the Beneficial Owner pursuant to the Nominee Agreement;

6. the Beneficial Owner is the sole beneficial owner of the Property as more particularly described in the Nominee Agreement;

7. all necessary corporate action has been taken by the Nominee to authorize the execution, delivery and performance by it of the Documents in its own capacity and in its capacity as nominee and bare trustee for and on behalf of the Beneficial Owner;

8. all necessary corporate action has been taken by the GP to authorize the execution, delivery and performance by it of the Agreement and the Beneficial Charge Agreement in its capacity as general partner of the Beneficial Owner;

9. the GP and the Nominee have duly executed and delivered the Documents;

10. the Documents are enforceable against the Proponent in accordance with their respective terms;

11. the execution, delivery and performance by the Proponent of each of the Documents and the fulfillment of the terms thereof by the Proponent do not breach or result in a breach of, or constitute a default under (i) the Proponent's governing legislation; ii) the articles or by-laws of the GP or the Nominee; (iii) or any Ontario Law which is applicable to the Nominee, the GP or the Beneficial Owner or any of their assets;

12. the Nominee has good, valid and marketable registered title to the Property, free from all encumbrances or claims of any nature whatsoever, subject only to the qualifications and the permitted encumbrances set out in Schedule “B” attached to this letter (the “Permitted Encumbrances”);

13. the Beneficial Owner has good, valid and marketable beneficial title to the Property, free from all encumbrances or claims of any nature whatsoever, subject only to the qualifications and the Permitted Encumbrances;

14. the Charge constitutes a good and valid [second] charge of the Nominee's registered interest in the Property and all right, title and interest of the Nominee therein, enforceable by the City in accordance with its terms, subject only to the Nominee's right of redemption thereunder and otherwise at law and equity, the Permitted Encumbrances;

15. there are no executions outstanding in the hands of the Sheriff of the City of Toronto which affect the Beneficial Owner, the GP, the Nominee or the registered or beneficial title to the Property and, to the best of our knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against either of the Beneficial Owner, the GP or the Nominee, before any court or administrative agency;

16. there are no arrears in the payment of taxes with respect to the [leasehold] Property; and

17. the Property has not escheated to the Crown.

The opinions expressed above are subject to the following qualifications:

1. the enforceability of the Documents may be limited by applicable bankruptcy, winding up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditor's rights;

2. the enforceability of the Documents may be limited by general principles of equity and the obligation to act in a reasonable manner and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance, injunction and relief from forfeiture) which remedies are only available in the discretion of a court of competent jurisdiction;

3. a court may decline to accept the factual and legal determinations of a party notwithstanding that a contract or instrument provides that the determinations of that party shall be conclusive;

4. no opinion is given as to the enforceability of any provision of the Documents providing for the severance of illegal or unenforceable provisions from the remaining provisions of the Documents;

5. whenever an obligation, act, agreement or instrument is expressed to be "enforceable" or "legal, valid and binding" or words of like effect, we mean that such obligation, act, agreement or instrument is capable of being given legal effect; we express no opinion as to any factors such as financial capacity or title to assets which may make such obligation, act, agreement or instrument unenforceable in fact;

6. the enforceability of the Documents entitling the City to exercise rights or remedies as a result of a default thereunder may be limited by applicable laws requiring creditors and secured parties to give obligors a reasonable time to raise money to pay the indebtedness owing by the obligors prior to taking any action to exercise such rights or remedies;

7. the enforcement of the Documents are subject to:

   a) applicable limitations periods;

   b) the statutory power of a court to grant relief from forfeiture;

   c) the discretion which a court may reserve to itself to decline to hear an action if it is contrary to public policy for it to do so or if it is not the proper forum to hear such action;

   d) limitations on the right of a party to enforce an agreement on the basis of a default of a minor or non-substantive nature; and

   e) limitations upon the right of a party to accelerate the maturity of any indebtedness without reasonable notice to the indebted party.

8. provisions of the Documents which provide that delay or failure by a party to exercise any right, remedy or option will not operate as a waiver thereof may not be enforceable;

9. provisions of the Documents which provide for the waiver of certain legal or equitable rights or which absolve or purport to absolve a party from responsibility for its acts may not be enforceable;

10. a court may require discretionary powers expressed to be conferred on the City in the Documents to be exercised reasonably and in good faith notwithstanding any provision to the contrary and may decline to accept as conclusive factual or legal determinations described as conclusive therein;

11. the effectiveness of terms exculpating a party from a liability or duty otherwise owed by it to another and certain remedial terms, and waivers of equitable defences provided for in the Documents, are limited by law;

12. the enforcement of provisions in the Documents providing for the recovery of expenses and costs is subject to the discretion of the courts;

13. notwithstanding any provision of the Documents, any certificate or determination provided thereunder may be subject to challenge in a court on the grounds of fraud, collusion, mistake on the face of the certificate, or mistake on the basis that the certificate differed in a material respect from the certificate contemplated in such provision;

14. we express no opinion as to the enforceability of any provision of the Documents to the effect that:

   a) modifications, amendments or waivers of or with respect to the Documents that are not in writing will be ineffective;

   b) relate to delay or omission in the enforcement of remedies by or on behalf of the City;

   c) purport to appoint any person or an officer or employee thereof as attorney or agent to act on behalf of any other person;

   d) purport to bind or affect, or confer a benefit upon persons who are not parties to the Documents;

   e) provide for agreement at a later date;

f) purport to restrict the access to, or waive the benefit of, legal or equitable remedies or defences;

g) purport to waive or affect any rights to notices; or

h) provide a non-judicial foreclosure or self-help remedies or relate to delay or omission of enforcement of remedies.

15. no opinion is expressed as to the enforceability of any provisions in any of the Documents which provide for obligations, rights or remedies which are inconsistent with any other provisions of the Documents or subject or subordinate to, or overridden by, other provisions in the Documents;

16. rights of indemnification provided for in the Documents may be limited under applicable law;

17. we express no opinion as to compliance, and the effect of non-compliance, with any privacy laws; and

18. a receiver, manager or receiver-manager appointed under the Documents, for certain purposes, be held by a court of competent jurisdiction to be acting as an agent or attorney of the City and not as an agent or attorney of the Proponent notwithstanding terms to the contrary therein;

Notwithstanding that our fee for this opinion will be paid by the Proponent, and that we have acted for the Proponent in this transaction, we acknowledge that the City is relying upon this opinion letter and the opinions expressed herein and consent and agree to such reliance

Yours truly,

Solicitor

SCHEDULE “C-A”

The Charge registered on title to the Property in the Land Titles Office for the Toronto Land Titles Office (No. 66):

1. Charge registered on _______ __, 20___ as Instrument No.________________.

SCHEDULE "C-B"

Permitted Encumbrances:

City of Toronto Charge.

[list of other encumbrances to follow]

SCHEDULE "D"

START OF CONSTRUCTION AFFIDAVIT

Re: PROPONENTS NAME AND PROJECT ADDRESS

I, [name of authorized signing officer], of the City of , in the Province of Ontario make oath and say:

1. Construction equipment has been mobilized on the property municipally known as [ADDRESS], Toronto.

2. Attached hereto and marked as Exhibit "A" is a true copy the first building permit received for the above-mentioned affordable housing project.

3. I make this affidavit for no improper purpose.

SWORN before me at	)	
the City of	)	
in the Province of Ontario	)	
this day of ,	)	
202__.	)	______________
	)	[name and title of authorized signing officer]
	)	
	)	
	)	
	)	
Commissioner, etc.	)	

SCHEDULE "E"

INTENTIONALLY DELETED

[or WHERE APPLICABLE ADD: BENEFICIAL OWNER AUTHORIZATION, CONFIRMATION AND BENEFICIAL CHARGE AGREEMENT]

THIS AGREEMENT made as of the ______ day of _________, 2025

AMONG:

[BENEFICIAL OWNER NAME]

(hereinafter referred to as the "**Beneficial Owner**")

OF THE FIRST PART;

- and -

[NOMINEE NAME]

(hereinafter referred to as the "**Nominee**")

OF THE SECOND PART;

- and -

CITY OF TORONTO

(hereinafter referred to as the "**City**")

OF THE THIRD PART.

WHEREAS the Nominee is the registered owner of a good, valid and marketable registered title in and to the Lands;

AND WHEREAS pursuant to the Nominee Agreement, the Nominee holds the registered title to the Lands as bare trustee and nominee for and on behalf of the Beneficial Owner;

AND WHEREAS pursuant to the Contribution Agreement dated as of the_____ day of _________________, 2025, by and among the Beneficial Owner and the Nominee (collectively, the "**Proponents**") and the City (as the same may be amended, restated, modified, supplemented, augmented, assigned, assumed and/or replaced from time to time, the "**Contribution Agreement**") the City has or will make the City Benefits available to the Proponents on the terms and conditions contained therein;

AND WHEREAS the City and the Nominee entered into an agreement under Section 4.1 of the *Development Charges Act, 1997,* S.O.1997, Chapter 27, as amended, dated as of the_____ day of _________________, 2025 (the “**4.1 Agreement**”);

AND WHEREAS the Beneficial Owner agreed to: (i) authorize and direct the Nominee to grant the City Charge to which the Nominee is a party; (ii) authorize and direct the

Nominee to enter into the 4.1 Agreement; and (iii) acknowledge and confirm such other matters as are set forth herein;

AND WHEREAS the foregoing recitals are made as statements of fact by the Beneficial Owner and the Nominee and not by the City;

NOW THEREFORE in consideration of the premises, other good and valuable consideration (the receipt and sufficiency whereof are hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

In this Agreement, capitalized terms and other terms which are defined in the Contribution Agreement unless otherwise defined herein, shall have the respective meanings ascribed thereto in the Contribution Agreement. In addition, in this Agreement, unless there is something in the subject matter or context that is inconsistent therewith or unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

(a) **"4.1 Agreement"** has the meaning given to it in the recitals to this Agreement;

(b) "**Agreement**", "**this Agreement**", "**hereto**", "**hereof**", "**herein**", "**hereby**", "**hereunder**" and similar expressions mean or refer to this agreement as amended from time to time and any agreement or instrument supplemental or ancillary hereto or in implementation hereof and the expressions "**Article**", "**Section**", "**Subsection**", "**Paragraph**" and "**Subparagraph**" followed by a number or letter mean and refer to the specified Article, Section, Subsection, Paragraph or Subparagraph of this agreement;

(c) "**Beneficial Owner**" means the party of the first part to this Agreement, and its successors and assigns;

(d) "**City**" means the party of the third part to this Agreement, and its successors and assigns;

(e) **"Contribution Agreement"** has the meaning given to it in the recitals to this Agreement;

(f) "**Nominee**" means the party of the second part to this Agreement and its successors and assigns;

(g) "**Nominee Agreement**" means the nominee agreement dated [DATE] between the Beneficial Owner and the Nominee in respect of the Lands and title to the Lands, a true copy of which is attached hereto as Schedule "A"; and

(h) "**Proponents' Obligations**" means the obligations of the Proponents under the Contribution Agreement.

1.2 Interpretation Not Affected by Headings, etc.

In this Agreement:

(a) the division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs, and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(b) words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders;

(c) grammatical variations of any terms defined herein have similar meanings;

(d) the word "**including**" shall mean "**including, without limitation**,";

(e) any reference to a statute shall mean the statute in force as of the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto;

(f) any reference to the City Charge, the Contribution Agreement, as well as this Agreement, shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time;

(g) all dollar amounts are expressed in Canadian dollars and the principal, interest and other moneys payable hereunder shall be paid in lawful money of Canada;

(h) any defined term or other provision incorporated by reference to the City Charge or the Contribution Agreement shall continue to apply and be effective notwithstanding any full or partial release, termination or discharge of the City Charge (including any security constituted thereby) and/or the Contribution Agreement;

(i) this Agreement is the result of negotiations between the parties hereto and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation;

(j) if more than one Person is named as or otherwise becomes or assumes the obligations and liabilities of the Beneficial Owner or the Nominee, then all such obligations and liabilities of such Person shall be joint and several;

(k) all of the obligations of the Beneficial Owner and the Nominee herein will be deemed to be covenants by the Beneficial Owner and the Nominee in favour of the City; and

(l) all provisions of this Agreement shall have full force and effect notwithstanding any Applicable Laws to the contrary unless specifically provided by such Applicable Laws.

1.3 Severability.

If any term, covenant, obligation or agreement contained in this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation and agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 Extended Meaning.

A reference to any one or more of the Beneficial Owner, the Nominee or the City shall be deemed to be a reference to the respective successors and assigns of such party.

1.5 Time of Essence.

Time shall be of the essence of this Agreement.

ARTICLE 2
AUTHORIZATION AND DIRECTION OF NOMINEE

2.1 Authorization and Direction of Nominee.

The Beneficial Owner hereby irrevocably mandates, authorizes, directs and empowers the Nominee to:

(a) execute and deliver to the City, now and hereafter, in its capacity as nominee and bare trustee of the Beneficial Owner for and on behalf of the Beneficial Owner, the City Charge, and to perform and observe all of its covenants and obligations thereunder;

(b) charge in favour of the City, all the registered right, title, interest and claim of the Nominee in and to the Lands, as security for the Proponents' Obligations;

(c) execute and deliver to the City, now and hereafter, in its capacity as nominee and bare trustee of the Beneficial Owner for and on behalf of the Beneficial Owner, the 4.1 Agreement, and to perform and observe all of its covenants and obligations thereunder; and

(d) execute and deliver to the City, all other documents, title registrations or acknowledgments as may be required by the City in connection with the City Charge, the 4.1 Agreement, and/or this Agreement.

ARTICLE 3
BENEFICIAL CHARGE AND BENEFICIAL OWNER ACKNOWLEDGMENT

3.1 City Charge.

As security for the Proponents' Obligations, the Beneficial Owner hereby assigns, grants, mortgages, pledges and charges to and in favour of the City by way of a specific mortgage and fixed charge all of the beneficial right, title and interest of the Beneficial Owner in and to the Lands and all other property either owned by the Beneficial Owner, arising from or located on the Lands, or held by the Nominee on behalf of the Beneficial Owner arising from or located on the Lands, including all rents payable from time to time under any leases, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the leases; on and subject to the same terms and conditions as are contained in the City Charge and agrees to be bound by and to observe, pay, perform fulfil and be liable for all of the said terms and conditions in the City Charge as if the Beneficial Owner were a party thereto in place and instead of the Nominee. Without limiting the generality of the foregoing, the Beneficial Owner hereby:

(a) declares and confirms that upon execution of the same by the Nominee, the City Charge will be and is enforceable against the Beneficial Owner, in accordance with its terms as if the Beneficial Owner were a party thereto in place and instead of the Nominee;

(b) agrees to execute and deliver and to cause the Nominee to execute and deliver to and in favour of the City from time to time such further assurances as the City may reasonably require by reason of the fact that the Nominee is not the beneficial owner of the Lands and title to the Lands, but merely bare trustee and nominee for and on behalf of the Beneficial Owner, in order to enable the City to enforce its rights and remedies under or in respect of the City Charge to the same extent that the City could do if the Nominee was the beneficial owner of the Lands and title to the Lands;

(c) agrees to cause the Nominee to perform and fulfil all of the terms and conditions as are contained in the City Charge and in any other documents delivered to the City in connection with the City Charge; and

(d) agrees that it will not further mortgage, pledge, assign, charge or encumber any part of its right, title and interest in the Lands except as specifically permitted under the Contribution Agreement.

3.2 Beneficial Owner Acknowledgment.

The Beneficial Owner covenants and agrees to be bound by and to observe, pay, perform, fulfil and be liable for all of the terms and conditions in the 4.1 Agreement if and to the extent the Nominee is bound by and is to observe, pay, perform, fulfil and be liable for such terms and conditions in the 4.1 Agreement (including any joint and several obligations of its Nominee) as if the Beneficial Owner were a party thereto in the place and stead of its Nominee. Without limiting the generality of the foregoing, the Beneficial Owner hereby:

(a) declares and confirms that upon execution and delivery of the same by its Nominee, the 4.1 Agreement will be and is enforceable against the Beneficial Owner in accordance with its terms as if the Beneficial Owner was a party thereto in the place and stead of the Nominee; and

(b) agrees to cause the Nominee to perform and fulfil all of the terms and conditions as are contained in the 4.1 Agreement to be observed or performed by the Nominee pursuant to the provisions thereof.

Notwithstanding anything in this Agreement to the contrary, the Beneficial Owner shall have no greater liability to the City under this Agreement than the Nominee has to the City under and pursuant to the provisions of the 4.1 Agreement.

ARTICLE 4
MISCELLANEOUS

4.1 Confirmations.

The Beneficial Owner confirms that (a) the Nominee holds registered title to the Lands solely as nominee, for and on behalf of the Beneficial Owner, (b) the Beneficial Owner is the sole owner of an undivided one hundred percent (100%) interest in the Lands, (c) the Nominee has no business or assets other than acting as nominee for the Beneficial Owner and holding registered title to the Lands in trust for the Beneficial Owner, (d) the Nominee has full power, capacity and authority to hold registered title to the Lands in trust for the Beneficial Owner and to mortgage and charge same pursuant to the terms of the City Charge, and (e) the Beneficial Owner's right, title and interest in and to the Lands is and will remain subject to the City Charge at all times.

The Beneficial Owner represents, warrants and confirms that (a) it has received and reviewed true copies of each of the 4.1 Agreement, Contribution Agreement and the City Charge and agrees with the terms and conditions thereof, and (b) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation binding upon it in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally.

The Beneficial Owner and the Nominee covenant and agree with the City as follows:

(a) that neither will terminate or permit the termination of the Nominee Agreement without the City's prior written consent or amend the Nominee Agreement in any way which would affect their ability to perform the Proponents' Obligations; and

(b) except to the extent permitted by the terms of the Contribution Agreement and the 4.1 Agreement or otherwise in connection with a Transfer permitted under the Contribution Agreement and the 4.1 Agreement, that they shall give the City thirty (30) days prior written notice of any intended change in the ownership or composition of the Beneficial Owner or the Nominee, or the ownership of the Lands or any beneficial interest therein, and shall not effect, consent to, or facilitate a change in the ownership or composition of the Beneficial Owner or the Nominee, or the ownership of the Lands or any beneficial interest therein, without the prior written consent of the City; provided that no such notification or consent is required for a change in ownership or composition resulting from a transfer of shares or units of the Beneficial Owner or the Nominee among the existing shareholders or unitholders of the Beneficial Owner or the Nominee.

4.2 Legal Opinions.

The Beneficial Owner shall, at its sole expense, ensure that any legal opinion addressed to the City from the Beneficial Owner’s solicitors and being provided pursuant to the Contribution Agreement and the 4.1 Agreement (or any one of them), shall include as part of such legal opinion an opinion from the solicitor that the execution, delivery and performance of this Agreement by the Beneficial Owner will not breach the constating documents of the Beneficial Owner, and which opinion the Beneficial Owner acknowledges and agrees may be relied upon by the City.

4.3 No Inquiry.

The Beneficial Owner agrees that the City shall at no time be obliged to inquire into the power or authority exercised by the Nominee from time to time (as nominee and trustee of the Beneficial Owner), or to confirm any such exercise of power or authority with the Beneficial Owner in any matter arising with respect to the Lands, the interest in the Lands, or the 4.1 Agreement. In furtherance of the foregoing, the City need not at any time investigate (a) whether at the time of such dealings this Agreement was in full force and effect and unamended, (b) as to the enforceability or validity of the power or authority of the Nominee, or (c) if such power or authority has been revoked or modified. The Beneficial Owner shall not raise and shall be estopped from raising as a defence or bar to any claim, action, proceeding or realization in respect of this Agreement, the 4.1 Agreement or the City Charge any disability or lack of rights or authorities of the Nominee or the fact that such authority has in fact been revoked or modified.

4.4 Continuing Obligations.

The terms and conditions of this Agreement shall remain binding and effective on the parties hereto until discharged by the City as contemplated in the Contribution Agreement and the 4.1 Agreement.

4.5 Copies.

The Beneficial Owner and the Nominee each acknowledges receipt of a fully executed copy of this Agreement. To the extent permitted by law, the Beneficial Owner and the Nominee each hereby waives any entitlement to receive any financing statement, financing change statement or verification statement pertaining to a registration of or in respect of this Agreement.

4.6 Notices.

Any demand, notice or other communication to be given in connection with this Agreement shall be given in accordance with the provisions of the Contribution Agreement and, in the case of the Nominee, to the Nominee in the same manner as the Beneficial Owner under the Contribution Agreement. Notwithstanding the foregoing, if any statute in force in the Province of Ontario relating to the enforcement of the City Charge requires notice to be given in a manner different from that set forth in the Contribution Agreement, notice given in the manner prescribed by such statute shall be effectively made hereunder.

4.7 Amendments.

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the parties hereto.

4.8 Further Assurances.

The Beneficial Owner covenants and agrees with the City that the Beneficial Owner will, forthwith at any time and from time to time at the request of the City and at the cost of the Beneficial Owner, execute and deliver to the City all deeds and documents and do all acts and things which the City may reasonably require for the purpose of carrying into effect the purposes of this Agreement.

4.9 Conflict.

To the extent of any conflict, ambiguity or inconsistency between the provisions of this Agreement and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall prevail to the extent of such conflict, ambiguity or inconsistency.

4.10 Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall be governed by and be construed in accordance with the laws of Province of Ontario and the laws of Canada applicable therein. Each of the Beneficial Owner, the Nominee and the City hereby submits and attorns to the jurisdiction of the Courts of the Province of Ontario for all matters relating to this Agreement.

4.11 Binding on Successors, etc.

This Agreement will be binding upon the successors and assigns of the Beneficial Owner, the Nominee and the City and shall enure to the benefit of: (a) the City and its successors and its assigns; and (b) to each of the Beneficial Owner and the Nominee and their respective permitted successors and permitted assigns. The rights and obligations of the City under this Agreement may be assigned by the City in accordance with the provisions of the Contribution

Agreement and the 4.1 Agreement. The rights and obligations of each of the Beneficial Owner and the Nominee under this Agreement may not be assigned except in accordance with the provisions of the Contribution Agreement and the 4.1 Agreement.

4.12 Counterparts, etc.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery by facsimile, electronic mail or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement may be executed by electronic signature that is received by the City in a file format acceptable to the City. 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

[BENEFICIAL OWNER]

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

I/We have authority to bind the Corporation

[NOMINEE]

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "F"

TORONTO

Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Background:

Organizations and individuals in Ontario have obligations not to engage in harassment, discrimination, and hate activity. These obligations are captured in the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms.

The City's Human Rights and Anti-Harassment/Discrimination Policy and Hate Activity Policy incorporate these obligations not to engage in harassment, discrimination, and hate activity on all prohibited grounds set out in the Ontario Human Rights Code as well as the additional grounds of political affiliation and level of literacy as set out in section 2.3 of the Human Rights and Anti-Harassment/Discrimination Policy.

These policies also require the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation to be signed in order for a contract, permit or other permission to be approved or issued by the City. The name of the individual or organization and the fact that the Declaration was signed may be included in a public report to City Council.

Declaration:

I/We uphold our obligations in accordance with the above provincial and federal legislation and legal obligations. In addition, I/we uphold our obligations under the City's Human Rights and Anti-Harassment/Discrimination Policy **and** Hate Activity Policy **that prohibit harassment, discrimination, and hate activity.**

The organization or individual acting on behalf of the organization affirms the necessary policies, programs, information, instruction, plans and/or other supports are in place and are consistent with our legally mandated obligations. Additionally, in order to align with City policy, I/we agree to prohibit harassment, discrimination, and hate activity on all prohibited grounds set out in the Ontario Human Rights Code as well as the additional grounds of political affiliation and level of literacy.

I/We have an internal process available to employees, service recipients, and facility users to prevent, address and remedy discrimination, racism, harassment, hate activity and inaccessibility complaints. I/we agree that, upon the request of the City, I/we shall provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance with policy and legal obligations.

I/We acknowledge that failure to demonstrate compliance with this Declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract and/or other consequences, such as fines, penalties, or restrictions as set out in the relevant operating Division's procedures and/or contract.

TORONTO

Declarant Information

Contact Information		
☐ **Organization/Business** ☐ **Individual** **(For Organization/Business representative provide business contact information)**		
Organization Name (If applicable) Click here to enter text.		
Organizational Representative or Individual (First and Last Name) Click here to enter text.		
☐ Check this box if First Name and Last Name do not apply to you because you have either a registered Birth Certificate or Change of Name Certificate bearing a Single Name. Provide your name below.		
Single Name		
Street Number Click here to enter text.	Street Name Click here to enter text.	Suite/Unit Number Click here to enter text.
City/Town Click here to enter text.	Province Click here to enter text.	Postal Code Click here to enter text.
Telephone Number Click here to enter text.	Email Click here to enter text.	
Signature of Organizational Representative or Individual: x	Date (yyyy-mm-dd) Click here to enter text.	

Multilingual Translation Services: 311 and TTY 416-338-0889. For further information, consult this webpage: Accessibility and Human Rights.

TORONTO

SCHEDULE "G"

ACCESS PLAN

ACCESS PLAN

This is the Access Plan for the project indicated below. The Access Plan includes, but is not limited to, a project description; mandates/target groups; depth of affordability and occupancy costs; relevant policies; housing benefit allocations and partnerships, as applicable. The access plan also identifies how the project is marketed (if applicable), along with how tenants are selected to lease units using a fair and transparent process.

This Access Plan and any amendments must be approved by the Director of Housing Stability Services.

PART 1 PROJECT DESCRIPTION

Contact Information

Proponent	Proponent Contact Phone Number
Proponent Contact Email Address	Property Manager Phone Number
Property Manager Name	Property Manager Email Address
Project Address	
Council Approval Date Select Date	Contribution Agreement Date Click here to enter a date.
Initial Occupancy Date (expected) Select Date	

TORONTO

Project Features

Project Name and Address

☐ Communal balcony/terrace	☐ Indoor parking	☐ Fitness facilities
☐ Air Conditioning	☐ Smoke-Free	☐ Mail room
☐ Elevator	☐ Visitor parking	☐ Accessible building
☐ Meeting/party room	☐ On site management office	☐ Playground
☐ Outdoor communal space	☐ Locker	☐ Pool

List/describe any other project features and/or community amenities within the larger development, if applicable, not mentioned above:

Utilities: Provide an explanation on which utilities are provided by the landlord and which the tenant is responsible for paying, along with any utility charges or allowances as applicable.

Utility	Provided by Landlord	Tenant Pays
Hydro	☐	☐
Heat	☐	☐
Water	☐	☐
Hot Water	☐	☐

TORONTO

PART 2 TARGET POPULATION AND UNIT TYPE

1. **Mandate/Target Group:** Identify if the project, or a specific number of units in the project, has an approved mandate/target group, i.e., indigenous, seniors, persons with disabilities, Victims of Domestic Violence, etc.

Mandate/Target Group	No. of Units

2. **Unit Type:** Complete the chart below and identify the following details, if applicable:

Unit Type	Total Unit Count	# Barrier Free	# With Rent Supplement Benefits	# Under Referral Agreement or Head Lease
TOTAL				

***Note:** Units indicated in the “Total Unit Count” column may fall into none or multiple categories within the same row, therefore unit counts in these columns may not add up to the total number listed in the Total Unit Count column.

3. **Provide any other additional explanation or further details regarding unit type or allotment:**

PART 3 INITIAL MONTHLY OCCUPANCY COST AND RENT INCREASES

- The AMR and Utility Allowances are updated annually and are available on the City's website.
- Utility allowances are subtracted from monthly occupancy costs if tenants are required to pay their utilities.
- The annual increase must not be greater than the prevailing Rent Increase Guideline established each calendar year pursuant to the Residential Tenancies Act, 2006 or any successor legislation.
- Acceptable adjustments to Monthly Occupancy Costs are outlined in Section 11.1 of the Affordable Housing Administration Manual.
- For rent-geared to income (rent supplement units see Section 2-4 of the RGI Administration Manual

1. Indicate the depth of affordability by entering the number of units by unit type

Unit Type	80% AMR	100% AMR	___% AMR (specify)	Rent supplement or Rent Geared to Income
Hostel/Dwelling Unit				
Bachelor				
1-bed				
2-bed				
3-bed				
TOTAL				

TORONTO

2. **Indicate the initial rent per unit type along with utility allowances if applicable. Figures reflected below should be based on current year AMRs, and will be updated based on the date of initial occupancy:**

Unit Type	Utility Allowance	AMR Rent	Rent Payable (AMR rent – UA)
Hostel/Dwelling Unit			
Bachelor			
1-bed			
2-bed			
3-bed			

3. **Indicate the planned schedule for initial move-ins**

Week	1	2	3	4	5	6	7	8	9	10	11	12
Number of Move-ins Per Week												
Cumulative TOTAL												

TORONTO

PART 4 BASIC ELIGIBILITY REQUIREMENTS

All applicants must meet the basic eligibility requirements.

Any landlord screening practices beyond the review of basic eligibility must be fair, reasonable, in compliance with the Ontario Human Rights Code, and ensures that tenants are not arbitrarily refused units. If refused an offer, all applicants that have completed the full application process should receive a written response. Full details of the requirements are outlined in Section 8 of the Affordable Housing Administration Manual. For rent supplement units see Section 1 of the RGI Administration Manual.

1. **Outline additional landlord screening practices which will be considered:**

2. **Outline additional landlord screening practices that will be utilized to ensure the inclusion of low- or moderate-income households.**

3. **Explain any applicable policies or processes that address a refusal to offer housing or appeals process. Attach corresponding documents if applicable.**

PART 5 HOUSING BENEFIT ALLOCATION

For housing benefits (rent supplements or housing allowances), Housing Providers are subject to the terms and conditions set forth in the applicable Agreement:

- For non-profit housing providers, the City may enter into an administration agreement or amend a current agreement and the proponent will administer housing benefits as the City's agent
- All housing benefit units will be filled through the centralized wait list (CWL), including upon turnover, unless an appropriate alternative or supportive housing mandate is in place for the building (or number of dedicated units within the building)
- Dedicated alternative or supportive housing units should continue to be filled through the referral pathway outlined in the Access Plan and/or applicable agreement.

1. **List any housing benefits and their funding source that are <u>not</u> being provided by the City of Toronto.**

TORONTO

2. Describe how housing benefit units will be allocated to tenants by completing the table below.

Target Group	Unit Type	# Of Units	Housing Benefit Type	Funding Source	Referral Source (ex: CWL)

3. Provide any other additional explanation, such as any differences when filling a vacancy upon turnover, or any further details (if applicable):

.

PART 6 TENANT APPLICATION PROCESS

Provide detailed information on how your units are marketed (if applicable) and filled as per program guidelines. For projects with referral agreements, include this information in Part 7. For units that are promoted publicly, strategic and inclusive marketing principles should be considered to ensure the process to fill units remains fair and transparent. Where applicable, include any infrastructure used for advertising and application submission, including any applicable websites or links, etc.

Note: As per the Contribution Agreement, Housing Providers shall participate in the City's Housing Access System when established, in accordance with the terms of an approved Access Plan.

PART 7 PARTNERSHIPS AND REFERRAL AGREEMENTS

1. Describe the source of funding for supports and type of supports being offered, if applicable

Organization	Target Group	Supports Offered	Funding Source	Contact Name, Title and Email

Attach any applicable legal agreements such as a Referral Agreements or Head Lease.

2. List any onsite community program initiatives, if applicable:

TORONTO

PART 8 UNIT ALLOCATION

Provide details on how Affordable Housing units will be allocated to applicants who are not coming from the Centralized Waiting List (CWL) or alternative or supportive housing referral pathways. Households must be selected using the random draw process outlined in Section 8.4 of the Affordable Rental Housing Administration Manual, unless other referral pathways are approved for housing with supports, housing benefits or mandates. Include the following details:

- The approach and application process used to select tenants
- Identify how this process and approach will be transparent and fair
- Identify how tenants will be communicated with and notified of the application process
- For successful tenants who will receive an Affordable Housing unit, identify how the process will comply with the Affordable Rental Housing Administration Manual

PART 9 FILLING UNIT VACANCIES UPON TURNOVER

Provide details on how affordable housing units will be filled upon turnover to applicants who are not coming from the Centralized Waiting List (CWL) or alternative or supportive housing referral pathways.Include the following details:

- The approach used to select tenants
- If applicable, how the internal waitlist will be leveraged
- The length of time an applicant remains on the provider's waitlist
- Identify how this process and approach will be transparent and fair
- Identify how tenants will be communicated with including timelines
- For successful tenants who will receive an Affordable Rental Housing unit, identify how the process will comply withthe Affordable Rental Housing Administration Manual

.

PART 10 CONFLICT OF INTEREST POLICY

Outline restrictions on eligibility for the organization's staff, Board of Directors (if applicable) and their family. Attach organizational conflict of interest policies, if applicable.

TORONTO

PART 11 INTERNAL TRANSFER POLICY

Explain your internal transfer policy or provide the policy as an attachment.

An internal transfer policy outlines the eligibility requirement and processes for a household transferring from one unit to another in a project or between projects within a housing provider's portfolio.

PART 12 REPORTING

Housing Providers are required to complete reporting as a part of the Affordable Housing Program and Rent Supplement Agreements, where applicable. Full details of affordable housing reporting requirements can be found in Section 12 of the Affordable Housing Administration Manual.

PART 13 APPLICATION AND LEASE REQUIREMENTS

A signed application (including Eligibility and Household Income Review) with all supporting documentation and a signed lease agreement must be on file for each household

For mandatory lease requirements, refer to Section 11.3 of the Affordable Rental Housing Administration Manual.

Please attach a copy of the application and tenant lease (or occupancy agreement).

PART 14 PERSONAL INFORMATION AND RECORD-KEEPING

Housing Providers must ensure that the requirement pertaining to Collecting and Keeping Information and Protecting Personal Information are met as outlined in Section 10 of the Affordable Rental Housing Administration Manual and other legal agreements where applicable.

PART 15 OTHER

List any other information pertaining to this access plan not already indicated above. List any appendices that will be attached as supplementary information with this access plan:

TORONTO

PART 16 APPROVAL

Provider Address/Name

Per (Authorized Signature)

Print Name
Title:
I / We have the authority to bind the corporation

City of Toronto

Per (Authorized Signature)

Print Name

Executive Director, Housing Secretariat
I / We have the authority to bind the corporation