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

TRACKING NO.: 2026-323

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

Prepared By:	Daniel Picheca	Division:	Corporate Real Estate Management
Date Prepared:	October 1, 2026	Phone No.:	416-937-7561

Purpose

To obtain authority to enter into: 1) a lease extension agreement (the "Lease Extension Agreement") with 2228286 Ontario Inc. (the "Tenant") with respect to the property municipally known as 93 Front St. E., Store No. UL25; 2) a consent to an assignment of the lease (the "Assignment Agreement") with Shree Dhanishta Inc. (the "Assignee") and Amit Dineshkumar Patel and Dhaval Vishnubhai Patel (collectively, the "Indemnifier"); 3) a storage lease with the Tenant (the "Storage Lease") with respect to Storage Unit No. A2 & A4 at 93 Front St E; and 4) a consent to an assignment of the Storage Lease with the Assignee and the Indemnifier (the "Storage Assignment Agreement").

Property

South St. Lawrence Market at 93 Front Street East, Unit No. UL25, Toronto, (the "Leased Premises") and Storage Unit Nos. A2 & A4 (the "Storage Premises"), as shown on the Location Map and Diagrams in Appendix "A".

Actions

1. Authority be granted to enter into: 1) the Lease Extension Agreement with the Tenant; 2) the Storage Lease with the Tenant; 3) the Assignment Agreement with the Tenant, the Assignee and the Indemnifier; and 4) the Storage Assignment Agreement with the Tenant, Assignee and Indemnifier (collectively, the "Agreements"), substantially on the major terms and conditions set out in Appendix "B", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.

Financial Impact

The City will receive $282,444.60 in rental revenue, plus HST, over the five (5) year term from January 1, 2025, to December 31, 2029. This amount includes rent for the temporary area and certain operating costs for the Leased Premises. Revenue will be directed to Corporate Real Estate Management's Operating Budget under cost centre FA1375 and functional area code 3220200000.

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

Year	Rental Revenue (before HST)
2025	$53,490.92
2026	$54,944.61
2027	$56,442.90
2028	$57,987.22
2029	$59,578.94
Total	**$282,444.60**

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

Comments

Under a lease dated April 24, 2019, the City leased the Leased Premises to the Tenant for an initial five-year term from January 1, 2010, to December 31, 2014. The lease was subsequently extended, most recently for a five-year term from January 1, 2020, to December 31, 2024. The City and the Tenant have now negotiated a further five-year extension from January 1, 2025, to December 31, 2029, together with a separate lease for two storage units on the lower level of St. Lawrence Market.

The Tenant has entered into an asset purchase agreement to sell the business operated from the Leased Premises to the Assignee. The Assignee intends to continue operating the business in accordance with current practices and has committed to maintaining its quality and popularity, which is acceptable to St. Lawrence Market Management. In connection with the proposed sale, the City has agreed to consent to the lease assignment, provided that the Assignee assumes all terms, covenants, and conditions of the lease.

City staff have reviewed the documentation submitted by the Assignee and are satisfied that the proposed lease assignment should be recommended for the City's consent.

The proposed rent and the other major terms and conditions of the Agreements are considered fair, reasonable, and reflective of market rates.

Terms

See Appendix "B" for major terms and conditions.

Property Details

Ward:	13 – Toronto Center
Assessment Roll No.:	
Approximate Size:	
Approximate Area:	Leased Premises: 378.01 sf; Storage Premises: 69.64 sf and 51.89 sf
Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	☐ Where total compensation does not exceed $50,000.	☐ Where total compensation does not exceed $1 Million.
2A. Expropriations Where City is Expropriating Authority:	☐ Statutory offers, agreements and settlements where total compensation does not cumulatively exceed $50,000.	☐ Statutory offers, agreements and settlements where total compensation does not cumulatively exceed $1 Million.
2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:	☐ **(a)** Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed $50,000. ☐ **(b)** Request Hearings of Necessity. ☐ **(c)** Waive Hearings of Necessity.	☐ **(a)** Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed $1 Million. ☐ **(b)** Request Hearings of Necessity. ☐ **(c)** Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	**Delegated to more senior positions.**	☐ Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	**Delegated to more senior positions.**	☐ Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	**Delegated to more senior positions**.	**Delegated to more senior positions**.
6. Limiting Distance Agreements:	☐ Where total compensation does not exceed $50,000.	☐ Where total compensation does not exceed $1 Million.
7. Disposals (including Leases of 21 years or more):	☐ Where total compensation does not exceed $50,000.	☐ Where total compensation does not exceed $1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	**Delegated to more senior positions**.	☐ Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	☐ **(a)** Where total compensation (including options/ renewals) does not exceed $50,000. ☐ **(b)** Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc. **Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.**	☒ **(a)** Where total compensation (including options/ renewals) does not exceed $1 Million. ☐ **(b)** Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc. **Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.**
10. Leases/Licences (City as Tenant/Licensee):	☐ Where total compensation (including options/ renewals) does not exceed $50,000.	☐ Where total compensation (including options/ renewals) does not exceed $1 Million.
11. Easements (City as Grantor):	☐ Where total compensation does not exceed $50,000. **Delegated to more senior positions.**	☐ **(a)** Where total compensation does not exceed $1 Million. ☐ **(b)** When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	☐ Where total compensation does not exceed $50,000.	☐ Where total compensation does not exceed $1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	**Delegated to more senior positions.**	☐ Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	**Delegated to more senior positions.**	☒ **(a)** Approvals, Consents, Notices and Assignments under all Leases/Licences ☐ **(b)** Releases/Discharges ☐ **(c)** Surrenders/Abandonments ☐ **(d)** Enforcements/Terminations ☐ **(e)** Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates ☐ **(f)** Objections/Waivers/Cautions ☐ **(g)** Notices of Lease and Sublease ☐ **(h)** Consent to regulatory applications by City, as owner ☐ **(i)** Consent to assignment of Agreement of Purchase/Sale; Direction re Title ☐ **(j)** Documentation relating to Land Titles applications ☐ **(k)** Correcting/Quit Claim Transfer/Deeds

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

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

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

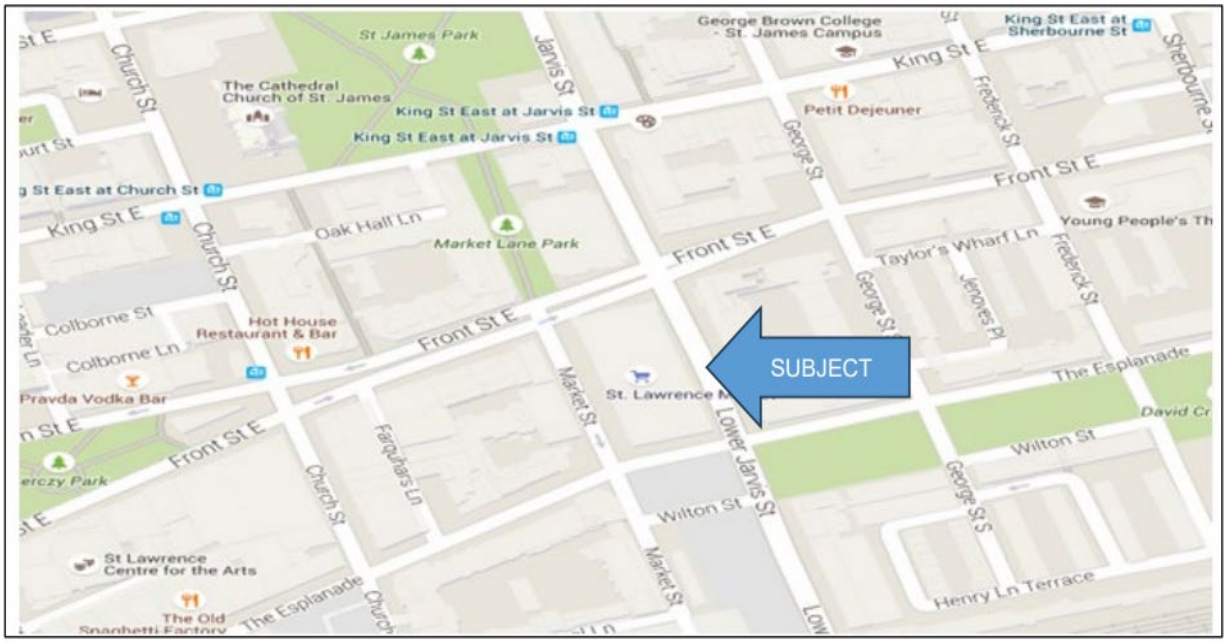
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval			
[X] Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Chris Moise	Councillor:	
Contact Name:	Edward LaRusic	Contact Name:	
Contacted by:	[ ] Phone [x] E-Mail [ ] Memo [ ] Other	Contacted by:	[ ] Phone [ ] E-mail [ ] Memo [ ] Other
Comments:	Concurs	Comments:	
Consultation with Divisions and/or Agencies			
Division:	Financial Planning	Division:	
Contact Name:	Karen Liu	Contact Name:	
Comments:	Reviewed and approved the financial impact	Comments:	
Legal Services Division Contact			
Contact Name:	Gloria Lee		

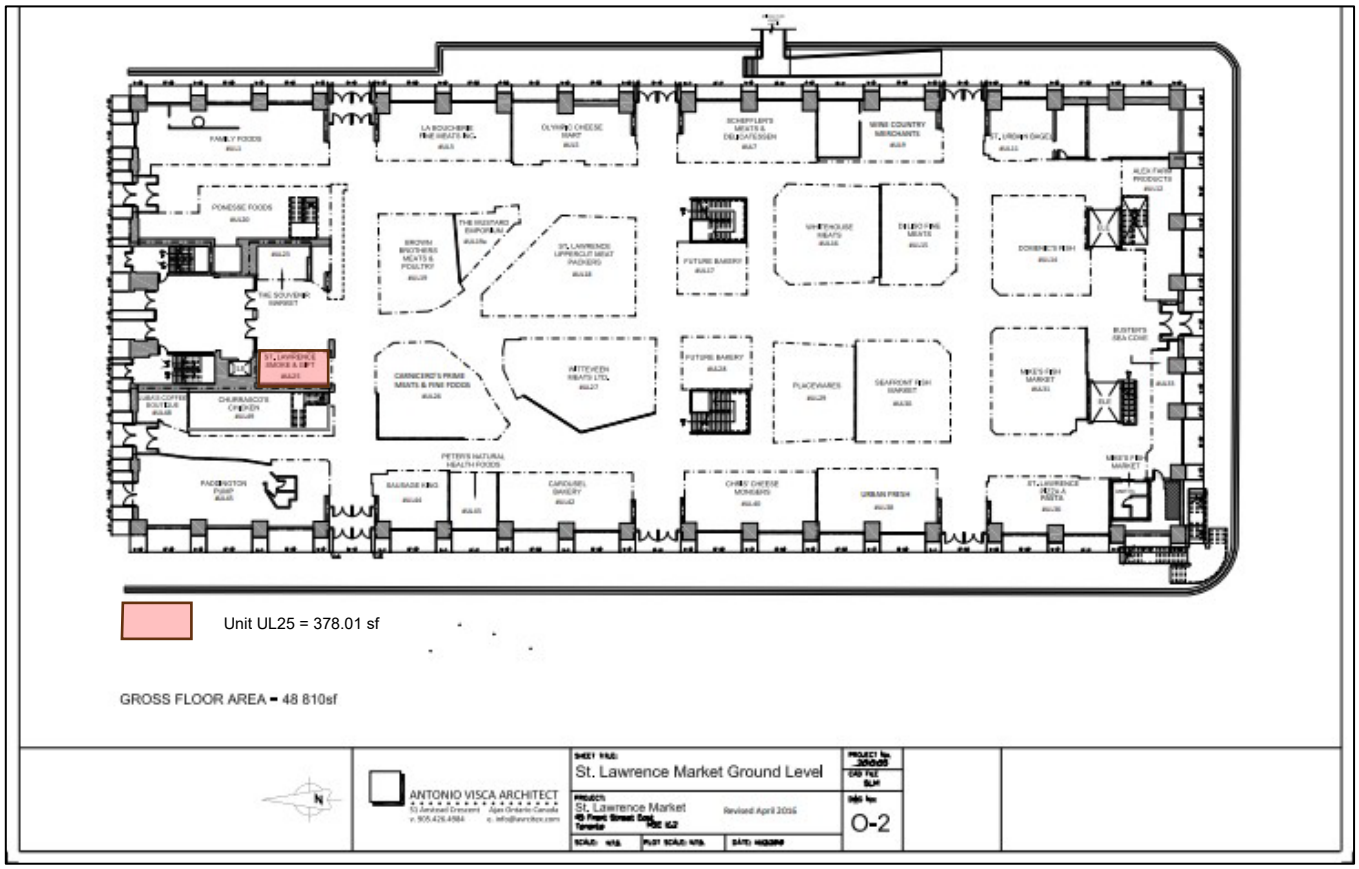
DAF Tracking No.: 2026-323	**Date**	**Signature**
[x] **Recommended by:** **Manager, Real Estate Services** **Leila Valenzuela** [ ] **Approved by:**	Oct 2, 2026	Signed By Leila Valenzuela
[x] **Approved by:** **Director, Real Estate Services** **Alison Folosea**	Oct 2, 2026	Signed By Alison Folosea

Appendix "A"

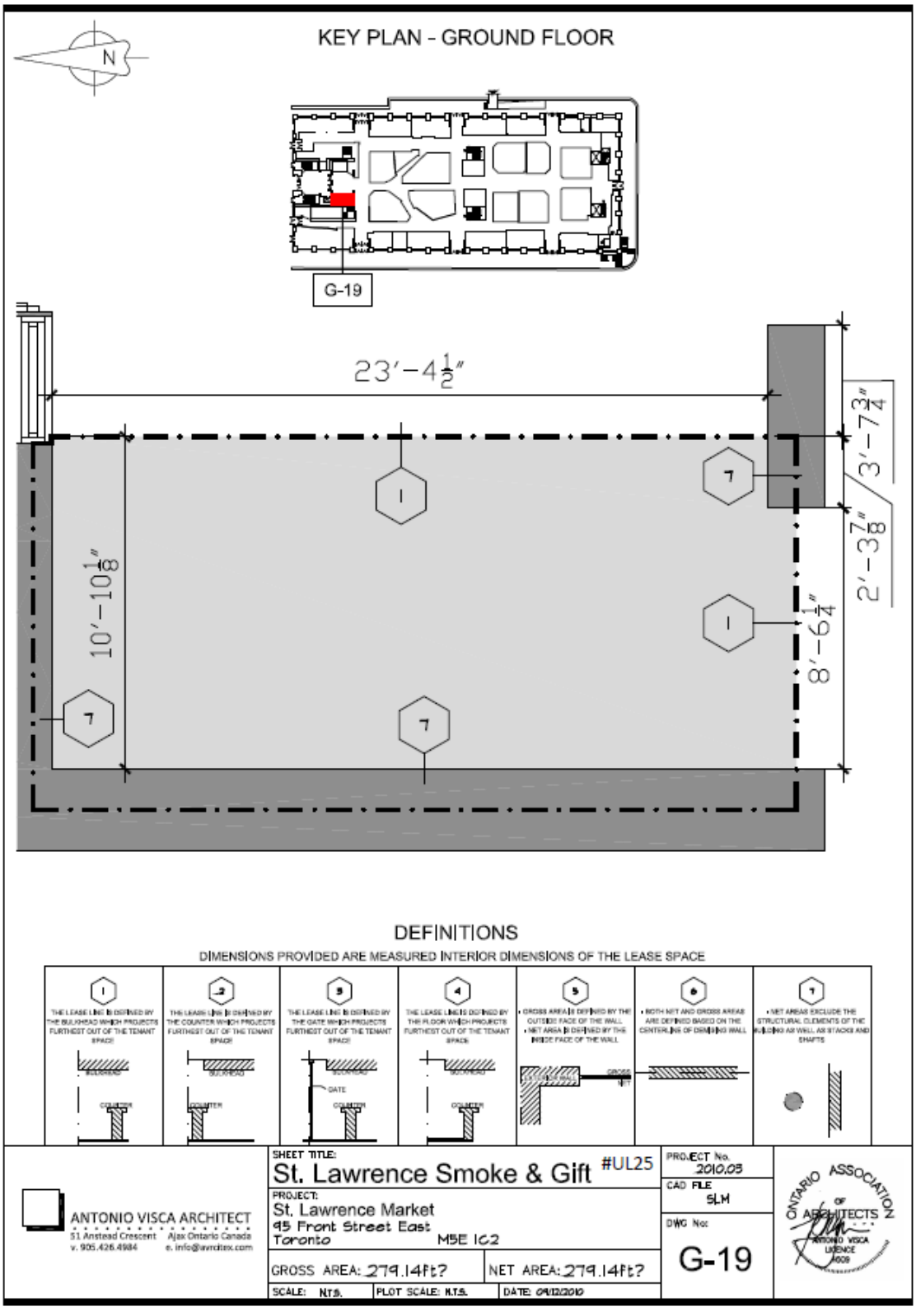
Location Map



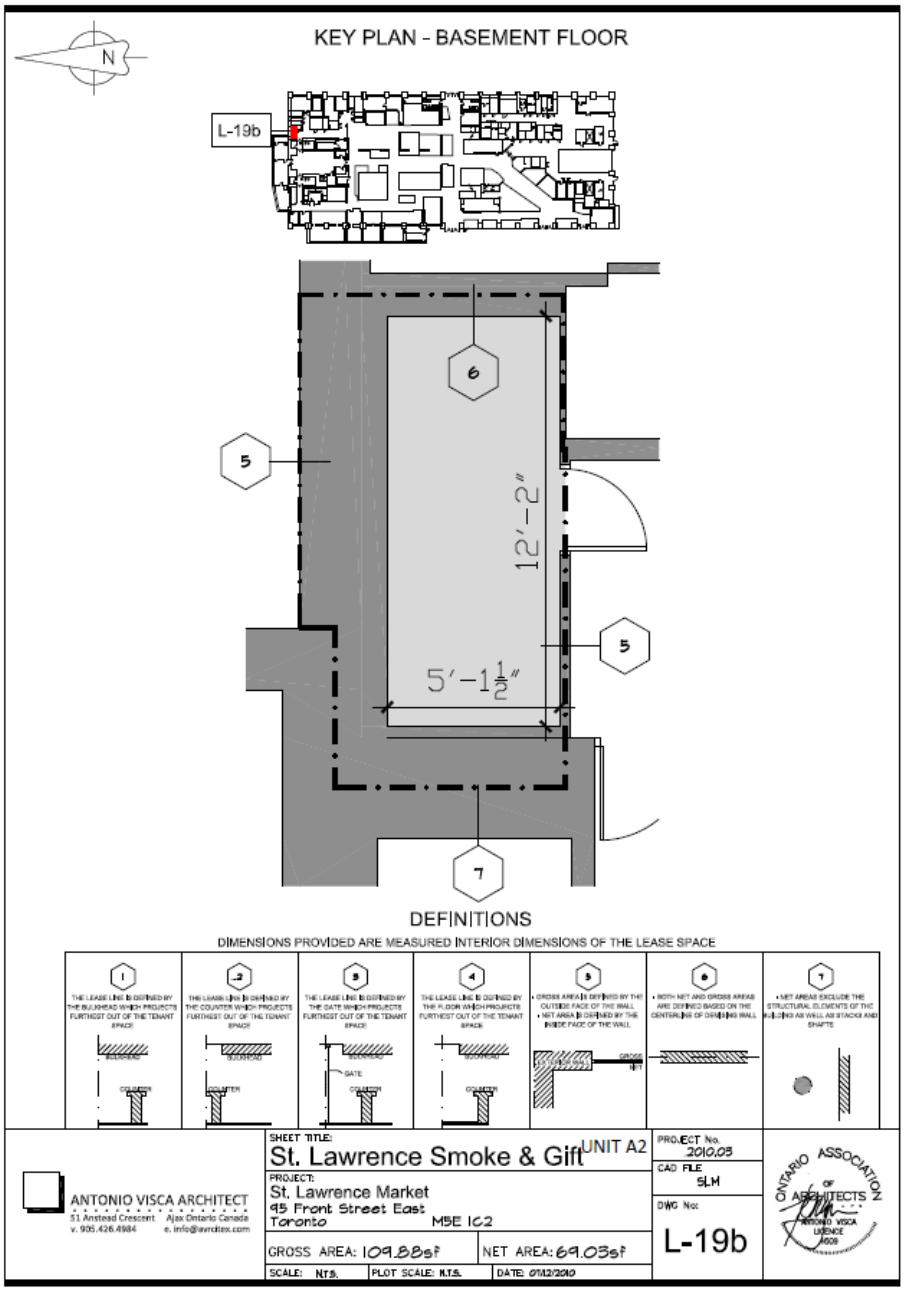
Floor Plan of South St. Lawrence Market



Leased Premises – Unit UL25



Storage Premises - Unit A2



ANTONIO VISCA ARCHITECT
51 Anstead Crescent Ajax Ontario Canada
v. 905.426.4984 e. info@avvisitex.com

SHEET TITLE:
St. Lawrence Smoke & Gift UNIT A2

PROJECT:
St. Lawrence Market
95 Front Street East
Toronto M5E 1C2

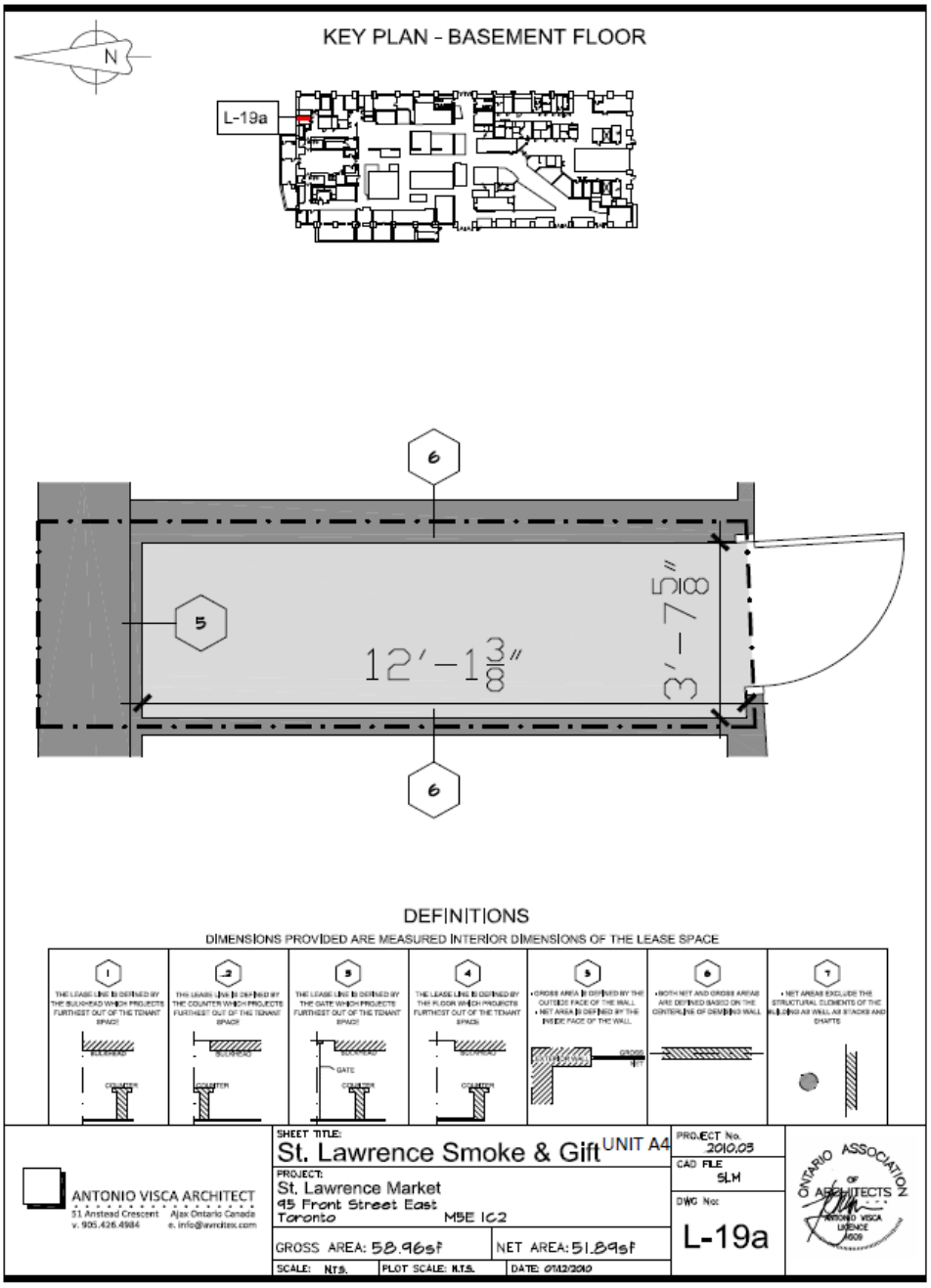
GROSS AREA: 109.88sf NET AREA: 69.03sf

SCALE: N.T.S. PLOT SCALE: N.T.S. DATE: 07/12/2010

PROJECT No. 2010.05
CAD FILE SLM
DWG No: L-19b

ONTARIO ASSOCIATION OF ARCHITECTS
ANTONIO VISCA LICENCE 4508

Storage Premises - Unit A4



Appendix "B"

Major Terms and Conditions

A. Store Lease Extension Agreement

Lease Extension Term: January 1, 2025 to December 31, 2029, with no option to extend

Semi-Gross Rent:

Period	Semi-Gross Rent Rate
January 1, 2025 to December 31, 2025	$87.60 per sq. ft. per year
January 1, 2026 to December 31, 2026	$90.23 per sq. ft. per year
January 1, 2027 to December 31, 2027	$92.94 per sq. ft. per year
January 1, 2028 to December 31, 2028	$95.72 per sq. ft. per year
January 1, 2029 to December 31, 2029	$98.60 per sq. ft. per year

Store Percentage Rent and Breakpoint: 7% of annual gross sales which exceed the breakpoint of $560,199.14 for 2025.

All other terms and conditions of the lease remain the same during the extended term of the lease.

B. Storage Lease Agreement

Term: January 1, 2025 to December 31, 2029, with no option to extend

Storage Rent:

Period	Rent
January 1, 2025 to December 31, 2029	37.50 per sq. ft. per year ($377.88 per month) plus HST

Storage Premises: Unit Nos. A2 (69.03 sf) and A4 (51.89 sf), comprising a total rentable area of approximately 120.92 sq. ft.

Use: Storage purposes in connection with the Tenant's operation of Smoke & Gift. The Tenant shall not use the Storage Premises for any other purposes whatsoever.

Termination: The City or the Tenant may terminate the Storage Lease at any time upon 30 days' prior written notice

Indemnity: The Tenant shall indemnify and save harmless the City from any loss, costs, or damages resulting from any act or omission or any breach or default by the Tenant under the Storage Lease.

C. Assignment Agreement

Assignor: 2228286 Ontario Inc.

Assignee: Shree Dhanishta Inc.

Date of Closing: October 5, 2026

The City consents to the assignment of the Lease from the Assignor to the Assignee on the terms and conditions of the Assignment effective as of the closing date of the asset purchase transaction.

Indemnity Agreement Indemnifiers: Amit Dineshkumar Patel and Dhaval Vishnubhai Patel

The Indemnifier shall pay all rent, charges, and any other amounts payable by the Tenant under the Lease.

The Indemnifier shall promptly perform and complete all of the terms, covenants, and conditions to be kept, observed, and performed by the Tenant under the Lease.

The Indemnifier shall indemnify and save harmless the City from any loss, costs, or damages resulting from any default by the Tenant under the Lease.

D. Storage Assignment Agreement

Assignor: 2228286 Ontario Inc.

Assignee: Shree Dhanishta Inc.

Date of Closing: October 5, 2026

The City consents to the assignment of the Storage Lease from the Assignor to the Assignee on the terms and conditions of the Assignment as of the closing date of the asset purchase transaction.

Indemnity Agreement
Indemnifiers: Amit Dineshkumar Patel and Dhaval Vishnubhai Patel

The Indemnifier shall pay all rent, charges, and any other amounts payable by the Tenant under the Lease.

The Indemnifier shall promptly perform and complete all of the terms, covenants, and conditions to be kept, observed, and performed by the Tenant under the Storage Lease.

The Indemnifier shall indemnify and save harmless the City from any loss, costs, or damages resulting from any default by the Tenant under the Storage Lease.