

D. Template Contribution Agreement

Applicants are required to review all Peel Affordable Rental Incentives Program Call for Applications Materials:

Document	Description
A. Guidelines and Application Requirements	An overview of the Peel Affordable Rental Incentives Program and an outline of supplementary documentation required as part of a complete application. Available at Peel’s Program website.
B. Project Information Spreadsheet	Excel template to be used to provide project budget and rental rate information as part of a complete application. Available at Peel’s Program website.
C. Application Summary, Terms and Conditions	An overview of the application, Applicant declaration and required Terms and Conditions as part of a complete application. Available at Peel’s Program website.
D. Template Contribution Agreement (current document)	The Template Contribution Agreement provides the terms and conditions under which the Regional Municipality of Peel will provide funding assistance to successful Applicants. Successful Applicants will be required to execute a Contribution Agreement with the Regional Municipality of Peel in substantially the same form as the Template Contribution Agreement. Applicants must review and agree to the terms and conditions as outlined. Available at Peel’s Program website.
E. Addenda	In case of any revisions to this Call for Applications, Addenda may be posted on Peel’s Program website in accordance with the Call for Applications Terms and Conditions. Applicants are encouraged to check the website regularly, in case of Addenda being added throughout the Call for Applications.

PEEL AFFORDABLE RENTAL INCENTIVES PROGRAM CONTRIBUTION AGREEMENT
made as of [INSERT] day of [MONTH], 2023.

B E T W E E N:

THE REGIONAL MUNICIPALITY OF PEEL

(the “Region”)

OF THE FIRST PART

- and -

[INSERT FULL LEGAL NAME OF PROPONENT]

(the “Proponent”)

OF THE SECOND PART

WHEREAS:

- A. Section 110 of the Municipal Act, 2001, S.O. 2001, c.25 (“**Municipal Act**”) grants municipalities the authority to enter into agreements with private and non-profit sector entities for the provision of municipal capital facilities and to provide financial and other forms of assistance to such entities.
- B. Ontario Regulation 603/06, prescribes municipal capital facilities used for the provision of affordable housing as eligible municipal capital facilities for the purpose of Section 110(1) of the Municipal Act.
- C. On July 9th, 2020 the Region passed By-law 49-2020, a by-law to govern the provision of municipal housing project facilities, pursuant to Section 110 of the Municipal Act.
- D. At its meeting held on [INSERT DATE], Regional Council, by way of Council Resolution Number [INSERT NUMBER] and By-law [INSERT NUMBER] approved the Region entering into a Municipal Housing Project Facility Agreement with the Proponent and/or any entity related to or affiliated with the foregoing, and the provision of financial assistance to fund the Project to be developed on the Project Lands under the Peel Affordable Rental Incentives Program (the “**Program**”).
- E. The Project constitutes a Municipal Housing Project Facility for the purpose of the Municipal Act.
- F. This Agreement constitutes a Municipal Housing Project Facility Agreement for the purposes of Section 3 of the Region’s By-law 49-2020.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following words and expressions have the following meanings:

- (a) **“Access Plan”** means a documented process established by the Proponent and approved by the Region which shall specify how tenants are to be selected and how information about such process is disseminated to the public;
- (b) **“Advancing Schedule”** means the schedule detailing when the Regional Funding will be advanced to the Proponent for the Project, upon satisfaction of applicable conditions, as set forth in Schedule “B” hereto;
- (c) **“Affordability Period”** means the [INSERT NUMBER (#) OF YEARS] period following the date of the First Occupancy of an Affordable Housing Unit in the Project; [NTD: MIN IS 25 BUT CAN BE HIGHER.]
- (d) **“Affordable Housing”** means housing units for which rent is equal to or less than 100% of the Median Market Rent for the local municipality as determined annually by the Canada Mortgage and Housing Corporation (CMHC), by unit type (apartments) and bedroom type, which may or may not be inclusive of utilities but which shall be exclusive of parking, telephone, cable and other similar fees; [NTD: MAXIMUM PERCENTAGE OF MEDIAN MARKET RENT TO BE REVISED BASED ON THE PERCENTAGE AGREED TO BY THE PARTIES PRIOR TO EXECUTION.]
- (e) **“Affordable Housing Unit”** means a unit of Affordable Housing eligible to receive Regional Funding pursuant to this Agreement;
- (f) **“Agreement”** means this Peel Affordable Rental Incentives Program Contribution Agreement and the attached Schedules which embody the entire agreement between the Parties;
- (g) **“Applicable Laws”** means all statutes, laws, by-laws, regulations, ordinances, orders, policies, guidelines and requirements of governmental or other public authorities having jurisdiction in force from time to time;
- (h) **“Arm’s Length”** means arm’s length as defined under s. 251(1) of the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c. 1, as amended;
- (i) **“Building”** means the building erected or to be erected on the Project Lands, within which the Project is being constructed;
- (j) **“Business Day”** means Monday to Friday inclusive, other than a day that is observed as a statutory or civic holiday by the Region;
- (k) **“By-law”** has the meaning ascribed to it in Section 1.9 below;
- (l) **“CMHC”** means Canada Mortgage and Housing Corporation;

- (m) **“Commissioner”** means the Commissioner of Human Services for the Region, or the Commissioner’s delegate;
- (n) **“Contributions by Others”** means cash or in-kind eligible contributions from municipalities, the private sector, the voluntary sector, charities and individual donors;
- (o) **“Electricity Allowance”** means an electricity allowance determined by the Region and published on the Region’s website;
- (p) **“First Occupancy”** means the first day of the month immediately following the month in which an Affordable Housing Unit was rented for the first rental period following Substantial Completion;
- (q) **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, pandemic, epidemic, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Region or the Proponent which causes a delay in the fulfillment of either Party’s obligations under this Agreement notwithstanding its reasonable efforts and provided that any such non-availability or delay does not relate to any extent to any act or omission by either Party or any of its authorized agents or employees;
- (r) **“Guarantee”** has the meaning ascribed to it in Section 14.5; **[NTD: TO BE REVIEWED ONCE SUCCESSFUL PROJECT IS DETERMINED]**
- (s) **“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 in the Region’s eligibility and income verification guide for the Program;
- (t) **“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;
- (u) **“Initial Income Limit”** means gross Household Income at or below the top of the 6th income decile for Peel Region renter households as determined annually by the Region;
- (v) **“Initial Occupancy”** means when a new tenant occupies an Affordable Housing Unit regardless of whether it was previously rented;
- (w) **“Interest Adjustment Date”** means the date on which the last advance of Regional Funding has been made by the Region to the Proponent in compliance with the milestones set out in Schedule “B” of this Agreement;
- (x) **“Median Market Rent”** means the median monthly rents by unit type as determined in the annual fall survey of rents for the prior calendar year published

by the CMHC. If Median Market Rents are not made available, the average market rents may be used or other rents as determined by the Region;

- (y) **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.M.56 and the regulations thereunder, including any amendments;
- (z) **“Monthly Occupancy Costs”** means the total of the monthly rent payable to the Proponent for an Affordable Housing Unit including the cost of electricity; Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges. If electricity costs are separately metered and paid directly by the household, the Monthly Occupancy Costs will be reduced by an Electricity Allowance determined by the Region and published on the Region’s website;
- (aa) **“Municipal Housing Project Facility”** means the class of municipal capital facilities prescribed by paragraph 18 of Section 2 of Ontario Regulation 603-06;
- (bb) **“Municipal Housing Project Facility Agreement”** means an agreement with housing providers allowing for the provision of assistance despite Section 106 of the *Municipal Act, 2001* and to allow for tax and development charge exemptions;
- (cc) **“Occupancy Date”** means the date on which occupancy of all Affordable Housing Units in the Project is permitted via an occupancy permit issued by the Chief Building Official pursuant to Section 11 of the *Building Code Act, 1992*, S.O. 1992, c.23;
- (dd) **“Party”** means the Region or the Proponent under this Agreement and any reference to a Party includes its successors and permitted assigns; **“Parties”** means both the Region and the Proponent;
- (ee) **“Permitted Encumbrances”** means the encumbrances registered against or otherwise encumbering the Project as set out in Schedule “C”;
- (ff) **“Person of Authority”** means any individual with the legislative power or control, to inspect, direct or otherwise enforce compliance with any Applicable Laws, including any government authority exercising its administrative and/or regulatory enforcement powers;
- (gg) **“Program”** means the Region’s Peel Affordable Rental Incentives Program created as part of the implementation of the Peel Housing and Homelessness Plan, 2018-2028 and is intended to assist private and non-profit organizations with delivering affordable rental housing through the provision of Regional capital grants;
- (hh) **“Project”** means the Proponent’s project approved for funding under this Program, being the construction of [INSERT] Affordable Housing Units in the Building on the Project Lands, as further described in Schedule “A” attached hereto, and subsequently operated by the Proponent in accordance with the terms and conditions of this Agreement;

- (ii) **“Project Lands”** means the lands upon which the Building, including the Project, will be constructed, as more particularly set out in Schedule “A” hereto;
 - (jj) **“Proponent”** means **[INSERT FULL LEGAL NAME OF PROPONENT]**;
 - (kk) **“Proponent’s Application”** means the application submitted by the Proponent, or a related entity for funding under the Program, which application forms part of this Agreement and is attached as Schedule “I”;
 - (ll) **“Region”** means The Regional Municipality of Peel;
 - (mm) **“Regional Council”** means the Council that governs the Region and represents its member municipalities: the Cities of Mississauga and Brampton and the Town of Caledon;
 - (nn) **“Regional Funding”** has the meaning ascribed to it in Section 2.1;
 - (oo) **“Security”** means the security described in Section 14 hereto;
 - (pp) **“Service Manager”** has the same meaning as “Region”;
 - (qq) **“Substantial Completion”** means the Project has achieved Substantial Performance as contemplated in the Construction Act, R.S.O. 1990, C.30; and
 - (rr) **“Term”** has the meaning ascribed to it in Section 3.1.
- 1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to “rent” are deemed to include housing charges paid by tenants of the Affordable Housing Units and “rental” is deemed to have a corresponding meaning.
- 1.3 The following Schedules are attached to form part of this Agreement:
- | | | |
|----------------|---|---|
| Schedule “A” | - | Description of Project and Project Lands |
| Schedule “B” | - | Advancing Schedule, Conditions and Documentation Requirements |
| Schedule “C” | - | Permitted Encumbrances |
| Schedule “D” | - | Certificate of Insurance |
| Schedule “E” | - | Proponent’s First Occupancy Report |
| Schedule “F” | - | Proponent’s Annual Occupancy Report |
| Schedule “G-1” | - | Charge/Mortgage |
| Schedule “G-2” | - | General Assignment of Rents |
| Schedule “H” | - | Contributions By Others |
| Schedule “I” | - | Proponent’s Application |

- 1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.
- 1.5 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 1.6 This Agreement shall be read with all changes of gender and number required by the context.
- 1.7 This Agreement including the Schedules and all documents incorporated herein by reference constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise, existing between the parties at the effective date of this Agreement, as first above written.
- 1.8 In the event of a conflict or an inconsistency between any of the following documents, such documents shall be interpreted in accordance with the order of priority set out below:
- (a) the sections of this Agreement;
 - (b) the sections of any schedule to the Agreement other than Schedule "1" (Proponent's Application); and
 - (c) Schedule "1" (Proponent's Application).
- 1.9 This Agreement fulfills the requirements of a Municipal Housing Project Facility Agreement, set out in Section 8 of By-law 49-2020 (the "**By-law**"), specifically:
- (a) A definition of Affordable Housing, as required under Section 2 of the By-law is set out in Section [Error! Reference source not found.](#) herein;
 - (b) All Affordable Housing Units to be constructed as part of this Municipal Housing Project Facility meet the applicable definition of Affordable Housing as required in Section 2 of the By-law, and such definition of Affordable Housing Units is set out in Section 1.1 herein;
 - (c) The requirement that each unit in the Municipal Housing Project Facility falls within the definition of Affordable Housing in Section 2 of the By-law;
 - (d) The Term of this Agreement is greater than twenty (20) years;
 - (e) The number of Affordable Housing Units to be provided is equal to or greater than the minimum requirement of five (5) as set out in Section 8(e) of the By-law;
 - (f) Public eligibility for the Affordable Housing Units shall be determined in accordance with Section 6 of the By-law, once the Project has been completed;

- (g) Each Affordable Housing Unit shall be made available to Households in accordance with Section 7 of the By-law or as otherwise set out herein; **[NTD: TO BE REVISED ONCE SUCCESSFUL PROJECT IS DETERMINED.]**
 - (h) This Agreement includes a list of the benefits accruing to the Proponent under the Municipal Housing Project Facility Agreement, including the monetary value of such benefits;
 - (i) The Proponent will only provide Affordable Housing Units to individuals who are at Arm's Length to the Proponent, its shareholders, officers, directors and employees;
 - (j) The Region will identify the rents to be charged per Affordable Housing Unit, the method by which the rents may be increased and the limits on such increases;
 - (k) No Affordable Housing Units will be offered for sale during the Term of the Agreement;
 - (l) The Region may register this Agreement, or a notice thereof, on title, as set out in Section 14 herein;
 - (m) The conditions attached to financial or other assistance given to the Proponent are set out in this Agreement, including within Sections 4 and 12 herein;
 - (n) The conditions respecting the sale, transfer, mortgage, encumbrance, or assignment, of any interest in the Municipal Housing Project Facility are set out in Section 12;
 - (o) The Proponent will report annually and submit documentation to the satisfaction of the Commissioner of Human Services for the Region, in the manner specified in this Agreement or as otherwise by the Commissioner of Human Services; and
 - (p) The consequences if the Proponent fails to comply with the terms and conditions of this Agreement are set out in Section 19;
- 1.10 In the event of a conflict or an inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

2. FUNDING ASSISTANCE AND PURPOSE OF FUNDING

- 2.1 Subject to and in accordance with the provisions of this Agreement, the Region agrees to provide to the Proponent, and the Proponent agrees to accept from the Region, funding assistance in the total amount of up to **[INSERT AMOUNT (\$)]** (the "**Regional Funding**"), as a grant by way of a forgivable loan, to be used by the Proponent solely for the purpose of funding the development of the Project and to enhance the affordability of the Affordable Housing Units funded hereunder.

3. TERM

- 3.1 The Parties agree that the term of this Agreement commences as of the date first above

written and shall end on the expiry of the Affordability Period, unless this Agreement is terminated earlier in accordance with its provisions (the “Term”).

4. PAYMENT OF REGIONAL FUNDING

- 4.1 The Region shall pay the Regional Funding to the Proponent, upon the terms and subject to the conditions as set out in this Agreement and in particular, at such time or times as are set out in the Advancing Schedule. The maximum amount of Regional Funding payable pursuant to this Agreement to the Proponent is **[INSERT AMOUNT (\$) DOLLARS]**.
- 4.2 The Region shall pay the Regional Funding to the Proponent provided that:
- (a) the Proponent is in compliance with this Agreement, the Security, and any existing contribution agreements entered into with respect to Contributions by Others; and
 - (b) the Proponent has satisfied the conditions for advances of Regional Funding as set out in Section 12 and the Advancing Schedule.
- 4.3 The Region shall, in its sole discretion, be entitled to amend the terms of payment set out above, and/or may refuse payments or may approve only some or partial payments where the Proponent has failed to comply with the provisions of this Agreement.
- 4.4 The Proponent shall use all of the Regional Funding paid to it pursuant to this Agreement for the purpose of its capital funding in connection with the Project and to enhance the affordability of the Affordable Housing Units. The Proponent acknowledges and agrees that the Region may, in its sole discretion, require the Proponent to refund any amounts not used for such purpose.
- 4.5 The Region reserves, among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full or to set off against future payments on account of Regional Funding, should an event of default occur and not be rectified in accordance with the provisions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Proponent represents and warrants that:
- (a) it is duly incorporated under the laws of Ontario or Canada;
 - (b) the Board of Directors of the Proponent has authorized the Proponent to enter into this Agreement and such authorization has not been withdrawn; **[NTD: WORDING TO BE REVISED IF PROPONENT IS A CO-OPERATIVE.]**
 - (c) it shall not alter, supersede or cancel its articles of incorporation, letters patent or other constating documents in any way which would affect its ability to perform its obligations under this Agreement without the prior written consent of the Region;
 - (d) no member of the Regional Council for the Region or the Municipal Council of any local municipality of Peel Region or the governing body of any municipal

agency, board or commission of any such municipalities shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom;

- (e) it will not alter the scope or the timing of the Project or permit or cause any material change to the Project from what is identified herein and in Schedules “A” and “I”, unless such alteration or change is approved in writing by the Region.

5.2 The Proponent agrees that the Region shall be entitled to rely at all times on the representations and warranties set out in this section and as otherwise set out in this Agreement.

6. DEVELOPMENT OF PROJECT

6.1 The Proponent agrees to undertake the development of the Project in accordance with the provisions proposed in this Agreement and as identified in the Council Report, Resolution [INSERT], and By-law [INSERT] approved by Regional Council to fund the Project, and as further set out in Schedules “A” and “I”.

6.2 The Proponent shall, subject to Force Majeure, ensure Substantial Completion of the Project is reached in accordance with the development schedule set out in the Proponent’s Application attached hereto as Schedule “I”, or such later date as may be approved by the Region.

6.3 The Proponent shall carry out the development of the Project as specified in the requirements of this Agreement and in accordance with all Applicable Laws.

6.4 The Region shall have access to the Project at all times in order to verify that the Proponent is carrying out the development of the Project in accordance with the terms and conditions of this Agreement and in accordance with all Applicable Laws. The Proponent shall co-operate with any individual acting on the Region’s behalf in this respect by doing anything reasonably required to assist with any such inspections.

6.5 Following completion of the construction of the Project, the Region’s representative shall have the right, at all reasonable times, upon prior notice to the Proponent, to inspect the Project in order to confirm that the Proponent is operating the Project in accordance with the provisions of this Agreement.

6.6 In performing any work and construction on the Project, the Proponent shall:

- (a) proceed at its own expense with all due diligence to completion and will cause all work to be done in a good and professional manner;
- (b) do all acts and things required for the performance and completion of the Project in accordance with the plans and specifications for the Project which have or may be approved by the appropriate authority;
- (c) do all acts and things required to be done in the performance of the construction in compliance with the insurance and other requirements of this Agreement;

- (d) construct the Project with care and in such a manner so as not to give rise to environmental claims against the Project;
- (e) enter into a construction contract for the Project with a construction contractor (the "**Contractor**"), together with all such other agreements or documents that may be necessary for the completion of the Project which clearly describe the Project to be built and the business relationship between the Proponent and the Contractor;
- (f) pay all required development charges and levies and post all required security for the Project with municipal authorities having jurisdiction;
- (g) make and process all necessary applications for the development of the Project including, but not limited to, preparation of surveys and zoning, rezoning, official plan amendment, site plan, land division committee and severance applications;
- (h) obtain, in final form, the zoning necessary to permit the use of the Project in compliance with Applicable Laws; and
- (i) obtain all necessary permits at its own expense.

6.7 Without limiting the condition set out below, the Proponent shall, within ten (10) calendar days after having received written notice of a lien arising from performance of the construction of or work relating to the Project, discharge or release any liens that may be registered against title to the Project Lands.

6.8 The Proponent shall not at any time during the Term of this Agreement breach any contribution agreement that it has entered into with any entity relating to Contributions by Others respecting the Project, and shall not, through any breach on its part, cause such other entity to terminate a contribution agreement for cause. The Proponent agrees that a breach by it of any such contribution agreement shall constitute a breach of this Agreement. The Proponent shall provide the Region with evidence of its good standing under any such contribution agreement within ten (10) Business Days following its receipt of a written request from the Region.

6.9 The Proponent shall, no later than six (6) months prior to the Occupancy Date, provide to the Region an Access Plan for review and approval.

7. **POST-CONSTRUCTION**

7.1 The Proponent covenants and agrees:

- (a) to the registration on title to the Project Lands of a restriction providing for the use of the Project as Affordable Housing during the Term of this Agreement, notwithstanding any prepayment of the Regional Funding, and to prohibit the use of the Project other than for purposes of Affordable Housing; **[NTD: TO BE DETERMINED BASED ON PROPOSED PROJECT.]**
- (b) that should the Proponent register the Project Lands or the Project as a condominium, the entire residential portion of the Building must be or continue to be operated as rental housing for the duration of the Agreement, and the

restriction set out in Section 7.1(a) shall be registered against each Affordable Housing Unit;

- (c) to adhere to the Affordability Period requirements of the Region (including, without limitation, one hundred percent (100%) of the Median Market Rent, or lower condition for Monthly Occupancy Costs for the overall Project) and to ensure the Project remains affordable during the Affordability Period; [NTD: TO BE REVISED TO INCLUDE ANY ADDITIONAL AFFORDABILITY PERIODS AND MAXIMUM PERCENTAGE OF MEDIAN MARKET RENT AGREED TO BY THE PARTIES PRIOR TO EXECUTION.]
- (d) to provide the Region with a Proponent's First Occupancy Report, in the form of the report attached as Schedule "E"; or in a form designated by the Region, not later than sixty (60) calendar days prior to the Occupancy Date;
- (e) upon the Region's request, to provide annually the names and terms of the officers and directors, of the Proponent; and
- (f) to be solely responsible, at its own cost and expense, to maintain and operate the Project in a good state of repair and fit for habitation to the standard of a prudent owner of similar premises.

8. INSURANCE [NTD: TO BE DETERMINED BY THE REGION ON A PROJECT BY PROJECT BASIS HAVING REGARD TO THE PROJECT APPROVED. TO BE REVIEWED PRIOR TO FINALIZING AGREEMENT.]

8.1 Without restricting the generality of any provisions in this Agreement with respect to indemnification of the Region by the Proponent, the Proponent shall obtain, maintain and evidence the following insurance coverage in respect of the Project:

- (a) **Commercial General Liability Insurance** written on an occurrence basis with a policy limit of not less than **Five Million Dollars (\$5,000,000.00)**. The policy shall be endorsed to name the Region as an additional insured, as their respective interests may appear; and
- (b) **All Risks Property Insurance**, extended to include course of construction coverage for the Project of not less than 1.1 times the contract price. The policy shall include Boiler and Equipment Breakdown Insurance and contain the standard IBC mortgage clause endorsement, naming the Region as the mortgagee. The Proponent and Region shall be added as Loss Payees on the policy.

The Region reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this Agreement as the Region may reasonably require from time to time.

8.2 Within ten (10) Business Days of entering into this Agreement with the Region, the Proponent shall provide the Region with evidence of the Proponent's insurance and from time to time, as such coverage expires and is renewed, shall evidence the insurance is being maintained, all in a form acceptable to the Region.

9. REQUIREMENTS UNDER THE *WORKPLACE SAFETY AND INSURANCE ACT, S.O. 1997, C. 16, SCH. A* AND *OCCUPATIONAL HEALTH AND SAFETY ACT, R.S.O. 1990, C.O.1, AS AMENDED*

- 9.1 The Proponent shall ensure that the Contractor complies at all times with the *Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, Sched. A* and regulations, as amended or replaced from time to time (“**WSIA**”).
- 9.2 At any time during the Term of this Agreement, the Proponent shall, when requested by the Region, provide evidence of compliance by its Contractor and its subcontractors with respect to the WSIA, and failure to provide satisfactory evidence shall result in payment being held by the Region until satisfactory evidence has been received by the Region.
- 9.3 The Proponent shall be responsible for construction safety at the Project and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the work.
- 9.4 The Proponent shall comply and cause all of its Contractors and subcontractors to comply with all applicable provisions, requirements, and safety standards of the *Occupational Health and Safety Act, R.S.O. 1990, c.O.1*, and regulations, as amended or replaced from time (“**OHSA**”). The Proponent or the Proponent’s Contractor shall be designated as “constructor” under the OHSA on the Project and thereby assume all liabilities and obligations imposed on a “constructor” by the OHSA.
- 9.5 Without limiting the foregoing, the Proponent acknowledges that it is aware of the provisions of the OHSA and the *Environmental Protection Act, R.S.O. 1990, c.E.19* and the regulations (“**Environmental Protection Act**”), policies and guidelines thereunder and agrees to comply with, and cause to be complied with, the provisions thereof as such statutes, regulations, policies and guidelines may be amended or replaced from time to time including, all of the obligations of the constructor and employer under the OHSA and regulations, as applicable, in respect of the Project and any obligation to obtain any approval or permit required under the Environmental Protection Act or regulations, policies and guidelines thereunder in respect of the Project and further agrees to handle and dispose of all materials in accordance with such legislation.
- 9.6 The Proponent shall do, cause to be done or refrain from doing any act or thing as directed by a Person of Authority if at any time the Person of Authority considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of the OHSA, the Environmental Protection Act or the regulations, policies and guidelines thereunder as such statute, regulations, policies and guidelines may be amended or replaced from time to time. If the Proponent fails to comply with said direction, the Region may terminate the funding provided in this Agreement.
- 9.7 Notwithstanding the foregoing, the act or failure to act by the Region shall not in any way derogate from the responsibility of the Proponent under the Project including the obligation under this Section 9.

- 9.8 The Proponent shall indemnify and hold harmless the Region, and its respective directors, elected officials, officers, board members, Region Council members, partners, agents, employees, volunteers, servants, insurers, advisors, consultants, other contractors, successors and assigns, from and against any and all claims, demands, losses, costs, damages, actions, causes of action, suits or proceedings of any kind which the Region may become liable or suffer or those for whom the Region is in law responsible, including any breach of or non-performance by the Region of any provision of this Agreement, saving and excepting from any negligence by the Region, and its respective directors, elected officials, officers, board members, council members, partners, agents, employees, volunteers, servants, insurers, advisors, consultants, other contractors, successors and assigns (including by any government agency) arising as a result of any violation or alleged violation of the OHSA, the *Environmental Protection Act* or the regulations, policies and guidelines thereunder as such statute, regulations, policies and guidelines may be amended or replaced from time to time.
- 9.9 The Proponent shall ensure that its Contractors and subcontractors comply with the foregoing conditions.

10. OPERATION OF PROJECT

- 10.1 The Proponent agrees to operate the Affordable Housing Units for Affordable Housing, in accordance with the Proponent's Access Plan, the requirements of this Agreement and all Applicable Laws, for the total number of years of the Affordability Period.
- 10.2 The Proponent shall ensure that when entering into a tenancy agreement for an Affordable Housing Unit, the tenant has a Household Income that does not exceed the Initial Income Limit.
- 10.3 The Proponent shall 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.
- 10.4 The Proponent shall ensure that the Monthly Occupancy Costs at Initial Occupancy for all of the Affordable Housing Units in the Project will be as set out in Section 11.2 below. Only Affordable Housing Units are eligible for Regional Funding under this Agreement.
- 10.5 The Proponent shall forthwith advise the Region of any changes to the Project which may affect the number of Affordable Housing Units in the Project or the requirements as set out in this Agreement.
- 10.6 The Proponent shall provide the Region with a Proponent's Annual Occupancy Report, in the form of the report attached as Schedule "F"; or in such other form as may be designated by the Region in addition to any other information or reports as may be requested by the Region, acting reasonably, throughout the Term of this Agreement;
- 10.7 The Proponent shall not:
- (a) offer, list, advertise, or hold out for sale or lease or otherwise offer for disposal the Project or any part of the Project without the prior written consent of the Region,

which may, at the Region's sole discretion, be withheld or given subject to such terms and conditions as the Region deems appropriate; or

- (b) mortgage, charge or otherwise encumber the Project or any part of the Project or renew, alter or roll over any existing mortgage or charge or alter the terms of any mortgage or charge or encumbrance on the Project without the prior written consent of the Region which may, at the Region's sole discretion, be withheld or given, and such other terms and conditions as the Region deems appropriate.

10.8 Notwithstanding Section 10.7 the Proponent may:

- (a) offer, list, advertise or hold out for lease individual Affordable Housing Units to tenants for a term of not greater than one (1) year; and
- (b) dispose of chattels in the ordinary course of business, but must replace the chattels with equivalent chattels unless the chattels are furniture, office, maintenance or janitorial equipment.

11. MONTHLY OCCUPANCY COSTS

11.1 **Income Verification.** The Proponent shall take such steps as are necessary to verify Household Income does not exceed the Initial Income Limit for each Affordable Housing Unit prior to that Affordable Housing Unit's Initial Occupancy, determined in accordance with the Region's eligibility and income verification guide for the Program and in a form acceptable to the Region.

11.2 **Monthly Occupancy Costs.** At Initial Occupancy the total Monthly Occupancy Costs for the Affordable Housing Units shall not exceed the lower of either **one hundred percent (100%)** of the Median Market Rent, or thirty percent (30%) of the monthly gross household income for the top of the 6th income decile for Peel Region renter households as reported annually by the Region. **[NTD: MAXIMUM PERCENTAGE OF MEDIAN MARKET RENT TO BE REVISED BASED ON THE PERCENTAGE AGREED TO BY THE PARTIES PRIOR TO EXECUTION.]**

11.3 **Monthly Occupancy Costs Increases.** 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; 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 established each calendar year pursuant to the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 ("**RTA**") or any successor legislation, to an amount not to exceed the lower of either **one hundred percent** (100%) of the Median Market Rent, or thirty percent (30%) of the monthly gross household income for the top of the 6th income decile for Peel Region renter households as reported annually by the Region. The Proponent acknowledges that the rent increase guideline of the RTA does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of this Agreement. In the event that

the rent increase guideline of the RTA or any successor legislation 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 Canada as reported by Statistics Canada, to an amount not to exceed the lower of either one hundred percent (100%) of the Median Market Rent, or thirty percent (30%) of the monthly gross household income for the top of the 6th income decile for Peel Region renter households as reported annually by the Region. [NTD: MAXIMUM PERCENTAGE OF MEDIAN MARKET RENT TO BE REVISED BASED ON THE PERCENTAGE AGREED TO BY THE PARTIES PRIOR TO EXECUTION.]

11.4 Tenant Provisions. The Proponent shall ensure that:

- (a) each lease for an Affordable Housing Unit shall provide the following:
 - (i) for the disclosure to the Region, by the Proponent, of the tenant's personal information including Household Income, has been consented to by the tenant;
 - (ii) that no Affordable Housing Unit may be sublet by the residential tenant under any circumstances;
 - (iii) a statement identifying the Affordable Housing Unit as being developed under a municipal capital facility by-law for housing, and being subject to an agreement between the Proponent and the Region as Service Manager and therefore eligible for certain exemptions from the RTA under O.Reg. 516/06 specifically each lease with a residential tenant shall provide 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 RTA; and
 - (iv) a clear and conspicuous notice to the tenant of the date on which the rental Affordability Period for the Affordable Housing Unit ends, and that after such date there will be no further obligation to maintain the Affordable Housing Unit at an affordable rate.
- (b) the Region 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 Region may verify; and
- (c) the Proponent complies with the provisions of MFIPPA, in its collection and sharing of any personal information, collected and shared, in accordance with the terms of this Agreement.

12. CONDITIONS

- 12.1 Without limiting anything contained in Section 4 (Payment of Regional Funding) of this Agreement, and in addition to the conditions set forth in the Advancing Schedule the obligation of the Proponent to construct the Project and the obligation to make the payment of Regional Funding by the Region pursuant to this Agreement are, unless

waived in writing by the Region, subject to the conditions precedent set out in this section:

- (a) the Proponent satisfying all legal and other requirements of the Region set out in this Agreement;
- (b) any other agreements for Contributions by Others remaining in force and the Proponent being in good standing thereunder;
- (c) the Proponent having provided the Region with written confirmation of any and all Contributions by Others including an explanation as to how the additional funds will be used;
- (d) the Proponent's title to the Project Lands not being encumbered by any registered liens, charges, agreements, easements, restrictions or encumbrances, other than the Permitted Encumbrances;
- (e) the Proponent being in good standing under all of the Permitted Encumbrances and there not being any work orders issued against the Project Lands by any governmental entity, agency or official;
- (f) the Proponent entering into the agreements with the Contractor, as the case may be, referred to in Section 6.6 herein;
- (g) the Proponent having received and provided the Region with a copy of the full building permit for the Project;
- (h) the Proponent providing the Region with an up-to-date and comprehensive development schedule including the construction start date and anticipated Occupancy Date(s);
- (i) the Proponent providing the Region with certified copies of such corporate documents of the Proponent as the Region may reasonably require including, without limitation, letters patent or articles of incorporation, a certified copy of the director's resolution authorizing the execution of this Agreement and the Security, a certificate of incumbency of the persons signing on behalf of the proponent and a corporate opinion from the Proponent's corporate counsel, in a form acceptable to the Region and its solicitors;
- (j) all of the covenants, representations, warranties and agreements of the Proponent set out hereunder or in the Security are true and correct and in good standing, in all material respects;
- (k) the Proponent having provided proof of achievement of the milestones as set forth in the Advancing Schedule for the Project as acceptable to the Region;
- (l) the Proponent having provided on the Region's Standard Certificate of Insurance form in accordance with Section 8 proof of its insurance for the Project;
- (m) the Proponent having provided the Region with the Security required by and in accordance with Section 14 of this Agreement;

- (n) the Proponent having paid all realty taxes for the Project Lands, when due;
 - (o) Upon request by the Region, the Proponent having provided the Region with evidence, satisfactory to the Region, that the Project Lands are zoned in final form to permit the Project to be constructed and operated;
 - (p) 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 in the Security, or any agreement with respect to the construction, development or operation of the Project, all of which shall be in full force and effect;
 - (q) nothing shall have occurred which, in the sole opinion of the Commissioner 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
 - (r) the Proponent having obtained all consents necessary to mortgage or otherwise encumber the Project Lands, develop or redevelop the Project Lands.
- 12.2 Prior to the advance of Regional Funding, the Proponent shall obtain a Lender's Title Insurance Policy (the "**Title Insurance**"), at its sole expense, from one of the following title insurers noting the interest of the Region as **[INSERT]** priority mortgagee: Chicago Title Insurance, First Canadian Title, Stewart Title Guaranty Company, or TitlePLUS Title Insurance (the "**Title Insurer**").
- 12.3 The Proponent shall ensure there are no exceptions to the coverage recorded on the Confirmation of Insurance form from the Title Insurer. To the extent of applicability and availability, the following endorsements shall be included in the Title Insurance policy, in addition to the standard and typical endorsements: access endorsement; commercial endorsement; construction lien endorsement; construction loan endorsement; contiguity endorsement; due execution endorsement; environmental liens endorsement; usury endorsement; and utility facility endorsement.
- 12.4 The making of an advance or advances prior to the fulfilment of one or more of the conditions set forth herein shall not constitute a waiver by the Region of any such condition, and the Region reserves the right to require the fulfilment of each condition prior to the making of any subsequent advance.
- 12.5 All conditions to the obligation of the Region to make any advance are solely for the benefit of the Region, 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 Region at any time the Region deems it advisable to do so.

13. FORGIVENESS AND/OR REPAYMENT OF REGIONAL FUNDING

- 13.1 The Regional Funding payable pursuant to this Agreement shall be in the nature of a forgivable capital loan and shall have a term coincident with the Term set out in Section 3.1 above.

- 13.2 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts of Regional Funding advanced to the Proponent at the rate of eight percent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.
- 13.3 On the Interest Adjustment Date, the amount of interest accrued as calculated in Section 0 shall be paid to the Region, provided however, if, as of such date, the Proponent has satisfied all requirements as set out in Section 4 of this Agreement and has not committed an event of default which is continuing, then the amount of the interest so payable shall automatically be forgiven.
- 13.4 With effect from the Interest Adjustment Date, the interest rate applicable to the advanced Regional Funding shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus two percent (2%) or the interest rate applicable to the first mortgage, if applicable, registered against title to the property, plus two percent (2%) (the “Rate”).
- 13.5 On each anniversary of the Interest Adjustment Date, the Proponent shall pay the Region the amount of interest, as calculated on the advanced Regional Funding according to the interest rate stipulated in Section 0, so accrued during the previous year; provided, however, if the Proponent has satisfied, as of such anniversary date, the requirements of this Agreement and has not committed an event of default which is continuing, the amount of the interest so owing shall automatically be forgiven.
- 13.6 The Proponent may earn forgiveness of the Regional Funding at a rate of [INSERT %] (X%) per year commencing on the first anniversary of the Interest Adjustment Date, at the Region’s discretion, provided the Project remains in compliance with the terms and conditions of this Agreement. [NTD: PERCENTAGE FORGIVEN EACH YEAR IS CALCULATED BASED ON THE LENGTH OF THE AFFORDABILITY PERIOD.]
- 13.7 The total amount of Regional Funding advanced shall be fully forgiven on the last day of the month at the end of the Term, provided that the Proponent has fulfilled all the requirements set out in this Agreement.
- 13.8 Notwithstanding the provisions of Sections 0 through 0, if an audit investigation pursuant to this Agreement finds that the Proponent has grossly misused the Regional Funding, the Region may require the Proponent to repay all of the Regional Funding paid to it pursuant to this Agreement including, for certainty, all amounts previously forgiven, plus applicable interest.
- 13.9 If, during the Term of this Agreement the Project or any part thereof ceases to be used for Affordable Housing for reasons related to negligence, misuse or non-compliance, the Proponent shall repay to the Region a prorated amount equal to the portion of the Regional Funding attributable to the period of the Project’s non-compliance, plus applicable interest.
- 13.10 If the Project ceases to be an eligible project under reasonable circumstances, as determined by the Region, in its sole opinion, and best efforts have been made by the Proponent to repay the Regional Funding paid to it during the period of the Project’s non-compliance, the Region may, but need not, forgive the repayment of all or a portion

of the Regional Funding paid to the Proponent pursuant to this Agreement including, for certainty, all amounts previously forgiven.

14. SECURITY

- 14.1 Prior to the Region disbursing any Regional Funding to the Proponent pursuant to this Agreement, the Proponent shall, at its own expense, and subject to obtaining all necessary consents, execute, register and deliver to the Region the following as collateral security for the repayment of the Regional Funding under this Agreement: a Charge/Mortgage of its interest in the Project Lands, and an Assignment of Rents, in the forms attached hereto as Schedule "G-1" ("Charge/Mortgage") and Schedule "G-2" ("Assignment of Rents") (collectively, the "**Security**"), completed in accordance with this Agreement together with such security, and on such terms and conditions as the Region may reasonably require. The Charge/Mortgage shall have a principal amount equal to the total amount of the Regional Funding.

[NTD: PLEASE NOTE THAT SECURITY REQUIRED WILL BE DETERMINED BY THE REGION ON A PROJECT BY PROJECT BASIS HAVING REGARD TO THE PROJECT APPROVED AND THE RISK TO THE REGION. ADDITIONAL SECURITY COULD INCLUDE A GENERAL SECURITY AGREEMENT AND/OR ASSIGNMENT OF PROJECT DOCUMENTS.]

- 14.2 The Security shall form a charge against the Project Lands and associated personal property and is to be registered in the amount of [INSERT] Dollars (\$[INSERT]), which is the amount of all Funds paid to the Proponent pursuant to this Agreement.

[NTD: PLEASE NOTE THAT SECURITY PRIORITY WILL BE DETERMINED BY THE REGION ON A PROJECT BY PROJECT BASIS HAVING REGARD TO THE PROJECT APPROVED AND THE VARIOUS FUNDING SOURCES. THE REGION WILL ALSO CONSIDER ENTERING INTO A POSTPONEMENT AND STANDSTILL AGREEMENT WITH A SENIOR CONSTRUCTION LENDER BASED UPON THE NATURE OF THE FUNDING SOURCES AND THE RISK TO THE REGION, TO BE DETERMINED IN THE REGION'S SOLE DISCRETION.]

- 14.3 Advancement of funds under this Charge/Mortgage is subject to registration by the Proponent of the following:

- (a) a no dealings restriction pursuant to s. 118 of the *Land Titles Act* (Ontario) indicating that consent of the Region is required prior to mortgaging/charging and/or transferring the Project Lands, or any portion thereof; and
- (b) notice of this Agreement on title to the Project Lands.

No portion of the Regional Funding shall be advanced under this Agreement until such registrations have been completed to the full satisfaction of the Region.

[NTD: THE REGION MAY WAIVE THE REQUIREMENT FOR A SECTION 118 RESTRICTION ON A PROJECT BY PROJECT BASIS HAVING REGARD TO THE NATURE OF THE PROJECT AND THE RISK TO THE REGION, TO BE DETERMINED IN THE SOLE DISCRETION OF THE REGION.]

- 14.4 Before the Security and notice of this Agreement are registered, the Proponent shall submit a draft of each to the Region for its approval. The Proponent's solicitor shall provide a letter to the Region providing:
- (a) confirmation that the Security and notice of this Agreement have been registered, attaching confirmation of registration documents or copies thereof;
 - (b) the solicitor's opinion, in form and content satisfactory to the Region, that the Proponent or, if applicable, a related entity, has good and marketable title to the Project Lands, that the Charge/Mortgage has been registered and constitutes a [INSERT] charge against the Project Lands and that there are no outstanding registrations against the title to the Project Lands except for the Permitted Encumbrances; and
 - (c) that this Agreement and the Security have been duly authorized, executed, delivered, are enforceable in accordance with their terms and do not contravene the constating documents of the Proponent or any applicable related entities.

The Proponent shall also provide, or cause to be provided, such corporate resolutions or certificates as the Region may reasonably require in respect of this Agreement, and the Security, which resolutions and certificates shall be delivered concurrently with the provision of the Charge/Mortgage, Assignment of Rents and notice of this Agreement.

- 14.5 In addition to Section 14.3, advancement of Regional Funding to the Proponent is conditional on the provision of a guarantee from the Guarantors in favour of the Region in respect of the Regional Funding and all other obligations of the Proponent hereunder and under the other Security documents, in accordance with the provisions of Section 34 of the Agreement. [NTD: PLEASE NOTE THAT THE REQUIREMENT FOR A GUARANTEE WILL BE DETERMINED BY THE REGION ON A CASE BY CASE BASIS, HAVING REGARD TO THE PROPONENT AND THE REGISTERED OWNER OF THE LANDS, WHERE DIFFERENT.]
- 14.6 Without limiting the Proponents' covenants and the remedies of the Region under this Agreement and the Security, the Proponent agrees that a breach of this Agreement shall constitute a breach of the Security, and a breach of the Security shall constitute a breach of this Agreement.
- 14.7 The liability of the Proponent shall be payable immediately upon written demand and such demand shall be conclusively deemed to have been effectively made and given when an envelope containing such demand, addressed to the Proponent is delivered to the attention of the Proponent at the address of the Proponent set forth in this Agreement or at such other address as the Proponent may from time to time designate by written notice to the Region. The liability of the Proponent shall bear interest from the date of such demand and both before and after judgement at the Rate.
- 14.8 The Region acknowledges and agrees that notwithstanding that section 14.7 of this Agreement provides that the principal secured by the Charge/Mortgage of Land is payable on demand, the Region shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to payment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail.

- 14.9 Upon the forgiveness of the entire amount of Regional Funding provided to the Proponent pursuant to Section 13 (Forgiveness and/or Repayment of Funds) of this Agreement, the Region shall provide to the Proponent a discharge, in registerable form, of the Security, to be registered at the sole cost and expense of the Proponent.
- 14.10 The Proponent acknowledges and agrees that the Region may make a claim or demand payment under the Security, in accordance with the provisions of this Agreement, notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitation periods set forth in such Act or applicable law are excluded. For greater certainty, the Proponent acknowledges that this Agreement and the Security each constitute a “business agreement” as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

15. ACCOUNTABILITY FRAMEWORK

- 15.1 During the period between the date of execution of this Agreement and the Occupancy Date of the Project, the Proponent and the Region shall collaboratively review annually during the month of March the progress of the Project and Building.
- 15.2 During the period between the date of execution of this Agreement and the Occupancy Date, or for a further length of time as determined by the Region, the Proponent shall be required to submit to the Region a quarterly progress report on or before the tenth (10th) Business Day following the last day of the January, April, July, and October in each year, in the form acceptable to the Region, which report shall contain and/or be accompanied by information or documentation required by the Region, such as, but not limited to, the following:
- (a) project schedules and documentation required to evidence completion or fulfillment of the development of the Project;
 - (b) original high resolution digital photographic updates of the Project to be posted on the Region’s internal and external website as deemed appropriate by the Region;
 - (c) if requested by the Region, budget updates;
 - (d) updates regarding Contributions by Others, if applicable; and
 - (e) any further information or documentation regarding the progress of the development of the Project and the completion of the Project as may be required or directed by the Region from time to time.
- 15.3 The Proponent shall submit to the Region financial statements respecting the expenditure of the Regional Funding provided to it pursuant to this Agreement, within ninety (90) calendar days or such additional time as the Region may advise, following the date that the development of the Project has been fully completed or the date on which the Region can confirm that the Project will not proceed, and at such further time as may be requested by the Region, but no more than once a year.

15.4 The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to the Region under this Agreement.

16. INSPECTIONS, AUDITS AND RECORDS

16.1 The Proponent shall maintain full and complete records in respect of this Agreement, including all records necessary to demonstrate that the Project continues to be used for Affordable Housing and to otherwise demonstrate compliance with this Agreement, the (“**Proponent’s Records**”).

16.2 The Proponent acknowledges that all information that is in the custody or control of the Region, including all records submitted to or created by the Region are subject to the access provisions of MFIPPA.

16.3 The Proponent, when requested by the Region upon forty-eight (48) hours’ notice to the Proponent, shall:

- (a) permit the Region Access to the Affordable Housing units; and
- (b) make or cause to be made available to the Region and/or any of its duly authorized representatives, appointees or delegates, any or all of the Proponent’s Records, to be inspected and/or audited, at all reasonable times both during the Term of this Agreement and subsequent to expiration or termination, it being understood by the Parties that the Region shall be entitled to conduct such inspections and/or audits as the Region requests from time to time;

for the purpose of the Region verifying that the Project continues to be used for Affordable Housing, that the Project continues to align with the Proponent’s Application (including the number, size or unit mix of Affordable Housing Units, and accessibility and energy efficiency/sustainability features committed to through the Proponent’s Application), and to otherwise demonstrate compliance with this Agreement. Within forty-eight (48) hours of the Region’ request, the Proponent shall allow such access to the Affordable Housing Units by the Region and, where access is requested to the Proponent’s Records, execute and deliver any direction and/or authorization to a third party authorizing such third party to provide to the Region, and/or any of its duly authorized representatives, appointees or delegates, all such information and records with respect to this Agreement that is requested by the Region.

16.4 The Proponent agrees that the Region shall be entitled to make copies of any or all of the Proponent’s Records as it reasonably requests or requires from time to time.

16.5 The Region and/or any of its duly authorized representatives, appointees or delegates, shall also have the right to conduct any review, audit or inspection of any and all of the Proponent’s Records, without any prior notice to the Proponent. It is the intent of the Region to invoke this provision in circumstances of such a serious nature in the Commissioner’s opinion as would warrant the immediate review, audit or inspection by the Region of any and/or all of the Proponent’s Records.

16.6 The Proponent shall fully co-operate with the Region and/or any of its duly authorized representatives, appointees or delegates in respect to any inspections, audits, reviews

and requests made by the Region under this Section 16.

- 16.7 The Proponent shall retain and preserve all of the Proponent's Records related to this Agreement for a period of not less than seven (7) years after each such record has been received or created, as the case may be, or a period of not less than seven (7) years following the end of the Affordability Period or the date of any early termination of this Agreement, whichever is the latest. The Proponent shall not dispose of any records related to this Agreement before the expiration of any such period without the prior written consent of the Region, which consent may or may not be given in the Commissioner's sole discretion, subject to such conditions as the Region deems advisable.
- 16.8 The obligations of the Proponent under this Section 16 shall survive the termination or expiration of this Agreement.

17. INDEMNITY

- 17.1 The Proponent shall, both during and following the Term of this Agreement, indemnify and save harmless the Region, its officers, directors, Chair, Region Council members, elected officials, partners, agents, employees and servants (collectively the "**Indemnified Parties**") from and against any and all costs, losses, damages, expenses, injury and liability whatsoever which the Region may suffer from claims, demands, suits, actions, or any other proceedings, including all legal fees and disbursements, (collectively, "**Claims**") made, brought or recovered against the Indemnified Parties based upon, occasioned by, or attributable to anything done or omitted to be done by the Proponent, and its directors, officers, employees, agents, contractors, volunteers, or anyone for whom the Proponent is responsible at law, for or in connection with or arising out of this Agreement.
- 17.2 It is understood and agreed that the Proponent will defend all Claims brought against the Indemnified Parties for which the Proponent is responsible under this section to indemnify the Indemnified Parties, and that in the event any of the Indemnified Parties choose to engage separate legal representation to defend any such Claims, it shall do so at its own expense.
- 17.3 The provisions of this Section 17 shall survive the termination or expiry of this Agreement.

18. EVENTS OF DEFAULT

- 18.1 Each of the following events shall constitute an event of default under this Agreement:
- (a) the Proponent commits an event of default, act of default, or is otherwise in breach of its obligations under any other contribution agreement that it has entered into with any entity relating to Contributions by Others;
 - (b) the Proponent fails to comply with any of its obligations under this Agreement, or any of the Security;

- (c) there is a breach of any of the covenants, warranties or representations of the Proponent contained in this Agreement, or any of the Security;
- (d) the Proponent has made changes to or has altered the scope or timing of the Project or has permitted or caused a material change to the Project, without obtaining the prior approval of the Region. For the purposes of this Agreement, a material change includes, but is not limited to, a change in the number, size or unit mix of the Affordable Housing Units, the duration of the Affordability Period, a change to the accessibility and energy efficiency/sustainability features committed to through the Proponent's Application, and a delay in the development schedule in excess of six (6) months (subject to Force Majeure);
- (e) there is any breach by the Proponent of the terms and conditions of any applicable agreement, by-law or lease relating to the Project;
- (f) the Proponent is in default in making payment of any principal or interest under any mortgage or charge registered against title to the Project Lands, whether such mortgage or charge has priority to, is pari passu with, or is subsequent in priority to the Security granted by the Proponent pursuant to the provisions of this Agreement, or is in default in the observance or performance of any obligations or conditions relating to any such mortgage or charge beyond the grace period, if any, provided in such mortgage or charge;
- (g) the Proponent permits any amount which is due by it and which forms or is capable of forming a lien or charge upon the Project Lands or any part thereof to remain unpaid;
- (h) any of the conditions contained in Section 0 which have been satisfied or waived shall, as a result of a material change, thereafter no longer be satisfied or complied with;
- (i) the Proponent becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise;
- (j) a receiver or a receiver and manager is appointed for all or a portion of the Project and the receiver's appointment is not vacated within thirty (30) calendar days;
- (k) any steps are taken or any action or proceedings are instituted by the Proponent or by any other party including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets;
- (l) the Proponent is in breach of its obligations to indemnify any of the Indemnified Parties in respect of any Claims, pursuant to Section 17.1 hereto; or
- (m) the Proponent denies its obligations under this Agreement or any of the Security, or claims any of this Agreement or the Security to be invalid or withdrawn in whole or in part; or this Agreement or the Security is invalidated by any act,

regulation or action by any governmental authority having jurisdiction, or is determined to be invalid by a court or other judicial entity and such determination has not been stayed pending appeal; or

- (n) one or more final judgments, writs of execution, garnishment or attachments or similar processes are issued or levied against the Project Lands or the Proponent and are not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within thirty (30) calendar days after their entry, commencement or levy.

18.2 If an event of default occurs, the Region shall be under no further obligation to advance or provide any of the Regional Funding, whereupon such obligation shall forthwith terminate.

19. REMEDIES

19.1 If the Proponent commits an event of default under this Agreement, including without limitation, the Schedules, as determined by the Commissioner, then the Region may terminate this Agreement upon thirty (30) calendar days' notice in writing to the Proponent, or alternatively, the Region may require the Proponent to take remedial action to rectify the event of default, as the Commissioner directs.

19.2 Where the Region has provided written notice of an event of default, specifying particulars, to the Proponent, and the Proponent does not remedy or commence remedying the event of default to the Region's satisfaction, as determined by the Region in its sole discretion, within thirty (30) calendar days from the date the notice is delivered to the Proponent, or such longer period as determined by the Region in its sole discretion, the Region shall be entitled to terminate this Agreement, effective the end of the thirty (30) calendar day period and demand immediate repayment of an amount equal to the prorated portion of the Regional Funding attributable to the period from the date of such default to the expiry of the Term.

19.3 In the case of an event of default that can be corrected, the Proponent shall not be required to make any repayment of Regional Funding paid to it pursuant to this Agreement unless:

- (a) the Region has delivered to it written notice of the Proponent's event of default of the Agreement; and
- (b) the Proponent has not corrected the said event of default within the said thirty (30) calendar day period following its receipt of the said notice or such longer period as determined by the Region in its sole discretion.

19.4 The Region may without notice terminate this Agreement, effective immediately and demand from the Proponent immediate repayment of all or any portion of the Regional Funding paid by the Region to the Proponent under this Agreement, if:

- (a) the Proponent becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise; or

- (b) a receiver or a receiver and manager is appointed for all or a portion of the Project and the receiver's appointment is not vacated within thirty (30) calendar days; or
 - (c) any steps are taken or any action or proceedings are instituted by the Proponent or by any other party including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.
- 19.5 In addition to other remedies set out in this Agreement, and subject to Section 19.6, if an event of default has occurred and is continuing, the Region may appoint or seek the appointment of a manager and/or receiver, whether an officer, employee or agent of the Region or not (the "**Receiver**").
- 19.6 The Region shall not seek the appointment of a Receiver pursuant to Section 19.5 unless:
- (a) the Region 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; or
 - (b) the Region has determined that there continue to exist serious financial matters that could result or have resulted in the Proponent being unable to pay its debts as they become due and it is not feasible to reinstate the Proponent as a self-governed entity retaining substantial control of the management of the Project.
- 19.7 When a Receiver is appointed by the Region pursuant to Section 19.5 the Receiver shall have the power, with respect to the Project, to:
- (a) 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;
 - (b) take control and direction of the employees and agents of the Proponent;
 - (c) receive and recover and use all revenues and assets of the Proponent;
 - (d) incur and pay liabilities;
 - (e) complete the construction of the Project and maintain, operate and repair the Project;
 - (f) 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; and
 - (g) enter into contracts, sign documents or do anything incidental to the exercise of its other powers.

19.8 The Region may:

- (a) at any time and from time-to-time change, terminate or renew the mandate of the Receiver or replace or reinstate the Receiver, but the Proponent shall have no power to appoint, replace, reinstate or remove, or change, terminate or renew the mandate of the Receiver; and
- (b) fix the reasonable remuneration of the Receiver who may deduct the same out of the revenues of the Proponent.

19.9 A receivership appointed under this Section 199 shall terminate at the end of the one (1) year after it becomes effective, unless the Court directs otherwise within that time and the Court may vary the terms of the appointment.

19.10 The Receiver shall be deemed to be the agent or attorney of the Proponent and the Region shall not be responsible for the Receiver's acts or omissions.

19.11 All of the remedies in this Agreement and the Security are cumulative and are not alternative and the Region shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.

19.12 Notwithstanding any of the terms in this Agreement or of the Security, including any provision that principal and interest shall become due and payable upon the occurrence of any event, the Region shall have the option of waiving any or all of its remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

20. CONFIDENTIALITY

20.1 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, unless required by law, other than in accordance with this Agreement, without the prior written approval of the Region.

20.2 Notwithstanding Section 20.1, the Proponent may disclose information to the grantor of a mortgage in priority to the Region's Charge/Mortgage, its lawyers, accountants and other professionals, provided that such persons require the information in order to properly perform their duties.

20.3 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.

20.4 The collection, use and disclosure of information by the Region shall be governed by MFIPPA.

21. PUBLIC ACKNOWLEDGEMENT OF FUNDS

21.1 The Proponent shall ensure that in any and all communication activities, internet website

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 Region to the Proponent, of the contributions made by the Region. The Proponent shall notify the Region in advance of any and all communication activities, publications, advertising and press releases.

22. DISPUTE

- 22.1 The Region 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.
- 22.2 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.

23. NOTICE

- 23.1 Any notice, demand, statement, request or other communication ("**Notice**") required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by courier, facsimile, e-mail, or mailed by registered prepaid post.

In the case of Notice to the Region to:

The Regional Municipality of Peel
Peel Centre Drive, Suite A
Department: Human Services
Brampton, Ontario L6T 4B9

Attention: Commissioner of Human Services
Fax: (905) 791-4828

and, in the case of Notice to the Proponent to:

[INSERT LEGAL NAME OF PROPONENT]
[INSERT ADDRESS]

Attention: [INSERT]
Fax: [INSERT]

Or at any such other address as the Party to whom such notice or other communication is to be given shall have advised the Party giving same in the manner provided in this section. Any such Notice given in accordance with the above requirements shall be deemed to have been given, if mailed, on the fifth calendar day following the date of such mailing or, if delivered, personally, or by pre-paid courier, or by e-mail on the day on which it was delivered so long as such delivery was prior to 5:00 p.m. on a Business

Day (and, if after 5:00 p.m. or if any such day is not a Business Day, then it shall be deemed to have been delivered on the next Business Day), and if delivered by facsimile transmission, then it shall be deemed to have been delivered on the next Business Day. Either Party may from time to time by Notice change the address to which notices to it are to be given. Notwithstanding the foregoing, during any interruption or threatened interruption in postal services, any Notice shall be personally delivered, or delivered by courier or facsimile transmission.

24. STATUS OF PARTIES

- 24.1 The Proponent acknowledges and agrees that this Agreement is in no manner to be deemed or construed to be an agreement of or for employment. Specifically, the Parties do not intend by this Agreement that the Proponent or its employees, agents or contractors are to be considered employees of the Region for any purpose.
- 24.2 Nothing in this Agreement shall be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to imply a partnership or joint venture between the Parties.

25. CONFLICT OF INTEREST

- 25.1 The Proponent shall have a policy in place which is satisfactory to the Region to prevent conflicts of interest in the management of the funding provided to the Proponent by the Region under this Agreement. The Proponent shall disclose to the Region any existing or potential conflict of interest that may exist at the date of execution of this Agreement or during the term of this Agreement.

26. ASSIGNMENT

- 26.1 The Proponent covenants and agrees that:
- (a) the Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to clause (c) herein, simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the Region, in a form satisfactory to the Region, to assume all of the Proponent's obligations under this Agreement and the Security. In the event of such transferee's default under the agreement(s), the Proponent shall remain jointly and severally liable under this Agreement and the Security for any such default;
 - (b) for the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty percent (50%) of the voting shares of the Proponent; and
 - (c) the Proponent shall not assign the whole or any part of this Agreement without the prior written consent of the Region, which may be withheld in the sole discretion of the Region. Such consent, if provided, shall be in the sole discretion

of the Region and subject to the terms and conditions that may be imposed by the Region.

- 26.2 The Region shall have the right to assign or otherwise transfer this Agreement in whole or in part to any one or more person, corporation or other entity (each an "Assignee"). Upon the assumption by an Assignee of the Region's obligations under this Agreement, the Region shall be released from its obligations arising under the Agreement.

27. TIME OF THE ESSENCE

- 27.1 Time shall be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Region.

28. ENTIRE AGREEMENT

- 28.1 This Agreement and the Schedules attached hereto, form the entire agreement between the Parties with respect to the particular subject matter hereof and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

- 28.2 Notwithstanding the provisions of Section 28.1, if there is a conflict between the provisions of any Schedule attached hereto and the provisions of any section of this Agreement, the provisions of this Agreement shall prevail.

29. FURTHER ASSURANCES

- 29.1 The Parties hereto covenant and agree that they will at their own expense from time to time and at all times hereafter, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created as herein described.

30. SUCCESSORS AND ASSIGNS

- 30.1 This Agreement shall enure to the benefit of and be binding upon each of the Parties hereto and their respective successors or permitted assigns.

31. APPLICABLE LAW

- 31.1 This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

31.2 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

32. PARTIAL INVALIDITY

32.1 Should any provision(s) of this Agreement be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the Agreement and the balance of the Agreement's provisions shall remain in full force and effect.

33. COUNTERPARTS

33.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed for all purposes to constitute one and the same instrument. The Parties hereby agree that hardcopy signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures for all purposes of this Agreement.

34. GUARANTORS

34.1 The Guarantors jointly and severally agree to unconditionally guarantee, in favour of the Region, performance of the obligations of the Proponent under this Agreement and to indemnify the Region against any cost, loss, damage, expense or liability suffered by the Region as a result of the Proponent's failure to perform its obligations under this Agreement, including, without limitation, the repayment of the Regional Funding pursuant to the provisions of Article 13 hereunder.

[Signing page follows]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed by their respective authorized signing officers effective as of the date first written above.

THE REGIONAL MUNICIPALITY OF PEEL

Per: _____
Name:
Title:

We have authority to bind the Corporation.

Document Execution No. _____
I/We have authority to bind the Regional Corporation
File # **[INSERT]**

[INSERT FULL LEGAL NAME OF PROPONENT]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF PROJECT AND PROJECT LANDS

[NTD: PRIOR TO FINALIZATION INSERT DETAILED DESCRIPTION OF THE PROJECT, AS WELL AS THE MUNICIPAL ADDRESS AND THE LEGAL DESCRIPTION OF PROJECT LANDS]

1.0 Description of Project Lands.

1.1 Municipal Address:

1.2 Legal Description:

2.0 General Description of Project.

SCHEDULE “B”

**ADVANCING SCHEDULE, CONDITIONS AND DOCUMENTATION REQUIREMENTS
WITH RESPECT TO THE REGIONAL FUNDING**

The maximum amount of Regional Funding that may be loaned to the Proponent for the Project pursuant to the Agreement is **[INSERT AMOUNT] (\$xxx)** as set forth in Section 4.1 of the Agreement. All Regional Funding is being provided in respect of the development of the Project and to ensure the continued affordability of the Project once the development is complete.

Subject to the conditions set forth in Section 0 of the Agreement and the conditions set forth in this Schedule, the Regional Funding shall be advanced to the Proponent in accordance with the following development milestones in Table A:

Table A

Milestones	Amount of Advance (in percentages)
<ul style="list-style-type: none">➤ Proponent confirms title to the Project Lands➤ Registration of Notice of this Agreement and Security on title to the Project Lands➤ Full building permit issued, to the satisfaction of the Region	90%
<ul style="list-style-type: none">➤ Expiry of holdback period under the <i>Construction Act</i>	10%
Total	100%

[NTD: MILESTONES TO BE DETERMINED BY THE REGION ON A PROJECT BY PROJECT BASIS HAVING REGARD TO THE PROJECT APPROVED BY THE REGION. ADDITIONAL MILESTONES THAT MAY BE ADDED INCLUDE REACHING THE OCCUPANCY DATE FOR THE PROJECT.]

For greater certainty and despite anything otherwise contained in this Schedule “B” or in the Agreement, the Region shall have no obligation to advance Regional Funding where the Region is not satisfied that the Proponent’s sources of funding for the development of the Project in its entirety have been secured.

Any advances of Regional Funding shall be conditional on the satisfaction by the Proponent of all of the conditions contained in the Agreement.

SCHEDULE "C"

PERMITTED ENCUMBRANCES

[NTD: INSERT LIST OF PERMITTED ENCUMBRANCES PRIOR TO FINALIZATION]

TEMPLATE

SCHEDULE "D"



Certificate of Insurance

Region's Contract No.: _____

This is to certify that the following policies of insurance, subject to their terms, conditions, and exclusions, have been issued and are at present in force for the insured named below, with the specified insurer.

Name and Address of Insured
Description of Operations
Location of Operations (attach separate sheet if necessary)

Type of Insurance	Policy Number	Effective Date Y M D	Expiry Date Y M D	Limits of Liability Bodily Injury and Property Damage-Incl.
Commercial General Liability				\$ _____ /Occurrence
				\$ _____ Annual Aggregate
				Deductible \$ _____
Name and Address of Insurance Company				

The Commercial General Liability Policy includes bodily injury including death and personal injury liability, occurrence property damage, contractual liability, non-owned automobile liability, owner's and contractor's protective coverage, products-completed operations, employer's liability contingent employer's liability, cross liability and severability of interests clauses.

The Policy contains no exclusions or limitations with respect to the blasting, shoring underpinning, raising or demolition of any building or structure or subsidence of any property, or land from any cause.

Note: Shaded Area Refers Only to Construction Contracts.

Type of Insurance	Policy Number	Effective Date Y M D	Expiry Date Y M D	Limits of Liability
Automobile				\$ _____ /Claim or loss
				Deductible \$ _____
				Name and Address of Insurance Company
Professional Liability				\$ _____ /Claim
				\$ _____ Annual Aggregate
				Deductible \$ _____
Name and Address of Insurance Company				
Other (specify)				\$ _____ /Occurrence
				\$ _____ Annual Aggregate
				Deductible \$ _____
Name and Address of Insurance Company				

Any Umbrella and/or excess insurance is in excess of both the Commercial General Liability and Automobile Liability policies. The Regional Municipality of Peel and/or Peel Housing Corporation – O/A Peel Living and _____

have been added as additional insureds, but only with respect to their interest in the operations of the named insured, (excluding Automobile or Professional Liability policies.) Any deductible or self insured retention is the sole responsibility of the named insured.

If any Policy is cancelled or materially changed so as to reduce coverage during the period of coverage as stated above, so as to effect this certificate, thirty (30) days prior written notice, by registered mail, will be given by the Insurer to:

**The Regional Municipality of Peel, 10 Peel Centre Dr., Brampton, ON L6T 4B9
ATTENTION: LOSS MANAGEMENT**

This certificate is executed and issued to the Regional Municipality of Peel on the date stated below.

Name and Address and Stamp of Insurance Broker				
Signature of Authorized Representative of Broker or Insurance Company	Executed and Issued	Yr.	Mo.	Day

Note: Proof of liability insurance will be accepted on this form only (with no amendments).

V-02-021 04/11

SCHEDULE "E"

PROPONENT'S FIRST OCCUPANCY REPORT

[see attached]

[NTD: TO BE ATTACHED PRIOR TO FINALIZATION]

TEMPLATE

SCHEDULE "F"

PROPONENT'S ANNUAL OCCUPANCY REPORT

[see attached]

[NTD: TO BE ATTACHED PRIOR TO FINALIZATION]

TEMPLATE

SCHEDULE "G-1"

CHARGE/MORTGAGE

ADDITIONAL PROVISIONS TO BE ATTACHED TO CHARGE/MORTGAGE AS SCHEDULE A

1. The terms and conditions set out in Standard Charge Terms Form 200033 shall form a part of the Charge/Mortgage, except as otherwise set out herein.
2. Section 24 of the Standard Charge Terms Form 200033 shall not apply to this Charge/Mortgage and is deemed to be excluded.
3. This Charge/Mortgage is collateral security for a Contribution Agreement, made between the Chargor and The Regional Municipality of Peel (the "Chargee"), dated the day of _____, [insert year], (the "Contribution Agreement") under which the Chargee contributed the amount of [insert amount in words (and figures)] (the "Loan") towards the Project, and is in addition to and not in substitution for any other security held by the Chargee for all or any part of the monies secured under this Charge/Mortgage.
4. In the event of a breach of the terms of the Assignment of Rents being given by the Chargor to the Chargee simultaneously with this Charge/Mortgage, the principal balance then outstanding, together with any other amounts payable pursuant to the terms of this Charge/Mortgage, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge/Mortgage shall become exercisable by the Chargee.
5. With respect to the Principal Amount advanced by the Chargee:
 - (a) The Loan shall have a term of twenty (25) years, commencing as of the Interest Adjustment Date. [NTD: THERE WILL BE A MINIMUM TWENTY-FIVE YEAR COMMITMENT. THIS NUMBER MAY BE ADJUSTED UPWARDS AS NECESSARY DEPENDING ON THE PROPONENT'S AFFORDABILITY PERIOD.]
 - (b) Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced by the Chargee to the Chargor under the Contribution Agreement at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.
 - (c) On the Interest Adjustment Date, the amount of interest accrued shall be forgiven, provided that the Chargor has satisfied all requirements as set out in Section 4 of the Contribution Agreement.
 - (d) On each anniversary of the Interest Adjustment Date, the Chargor shall pay the Chargee the amount of interest, as calculated according to the interest rate stipulated in Section 13.4 of the Contribution Agreement, so accrued during the previous year; provided, however, if the Chargor has satisfied, as of such

anniversary date, the requirements of the Contribution Agreement and has not committed an Event of Default which is continuing, the amount of the interest so owing shall automatically be forgiven.

- (e) The Loan amount shall be fully forgiven on the last day of the month at the end of the Term of the Contribution Agreement, provided that the Chargor has fulfilled all the requirements of the Program as set out in the Contribution Agreement.
6. The Chargor covenants with the Chargee that if the Chargee makes any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Charged Premises and shall be added to the debt hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to it under this paragraph or in making any payment to preserve, protect or secure the charged premises.
 7. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the charged premises to a purchaser or transferee not approved in writing by the Chargee, which approval shall not be unreasonably withheld, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.
 8. The Chargor shall obtain and maintain throughout the term of the Charge all such insurance coverage as it is required to obtain and maintain pursuant to the provisions of the Contribution Agreement.

SCHEDULE "G-2"

General Assignment of Rents

THIS ASSIGNMENT made this day of , [insert year].

BETWEEN:

[INSERT NAME]

(hereinafter called the "Assignor")

- and -

THE REGIONAL MUNICIPALITY OF PEEL

(hereinafter called the "Assignee")

WHEREAS:

- A. The Assignor is the owner of the lands and premises hereof (the "**Premises**") located at [insert municipal address], which is subject to a charge to the Assignee dated [insert date] (the "**Charge**");
- B. The Assignor has leased or granted a right of use, occupation or licence with respect to parts of the Premises and will from time to time lease or grant a right of use, occupation or licence with respect to parts of the Premises.

NOW THEREFORE, the Assignor and the Assignee agree with each other as follows:

- 1. In consideration of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder, all rents, charges and other moneys (the "**Rents**") now due and payable or hereafter to become due and payable,
 - (a) under every existing and future lease of and agreement to lease the whole or any portion of the Premises,
 - (b) under every existing and future tenancy, use, occupation or licence granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Premises, whether or not pursuant to a lease, agreement to lease or licence, and
 - (c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Premises,

including all rents and other moneys under every lease, agreement to lease, use, occupancy, licence and guarantee (the “Leases”), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.

2. The Assignor shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignee shall give notice to the tenant, user, occupier, licensee or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.
3. The Assignor represents, warrants, covenants and agrees that, subject to the provisions of paragraph 9,
 - (a) none of the Leases or the Assignor’s rights thereunder, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business), assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee;
 - (b) it has not and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith;
 - (c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defence, set-off or counterclaim;
 - (d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the lease;
 - (e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof;
 - (f) there has been no default under any of the Leases;
 - (g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto;
 - (h) each of the Leases is valid, enforceable and in full force and effect;
 - (i) the Assignor shall observe and perform all of its obligations under the Leases.
4. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be

observed and performed by the Assignor; and the Assignee shall not, by virtue of this Assignment or its receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession; and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.

5. In the event the Assignee shall have exercised its rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by it prior to such resumption.
6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such notice, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.
7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee's rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and re-assignment, the Assignee shall execute the same promptly, upon request by the Assignor.
8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue its remedies under the Charge or hereunder or under any other security, concurrently or successively, at its option. Any judgement or recovery hereunder or under any other security held by the Assignee for the monies secured under the Charge shall not affect the right of the Assignee to realize upon this or any other security.
9. This Assignment is hereby postponed to the Assignment of Rents registered against the Premises as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made thereunder from time to time.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

[Insert name of ASSIGNOR]

Per: _____
Name: _____
Title: _____

c/s

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

SCHEDULE "H"

Contributions By Others

[NTD: INSERT PARTICULARS PRIOR TO FINALIZATION]

TEMPLATE

SCHEDULE "I"

Proponent's Application

[NTD: ATTACH PROPONENT'S APPLICATION PRIOR TO FINALIZATION]

TEMPLATE