

The United Church of Canada,
c/o the United Property Resource Corporation



**Submissions Due: December 20th, 2019
By 2:00:00 PM EST**

N. BARRY LYON CONSULTANTS LIMITED

The United Church of Canada,
c/o the United Property Resource Corporation

Request for Proposals

Various Development Opportunities, Southern Ontario

1.0	Introduction	1
2.0	Submission Instructions.....	9
3.0	Submission Requirements	11
4.0	RFP Submission Evaluation Process.....	15
5.0	General Conditions.....	15
6.0	Definitions	18

Appendix A – Draft LOI

Appendix B – Congregation Objectives

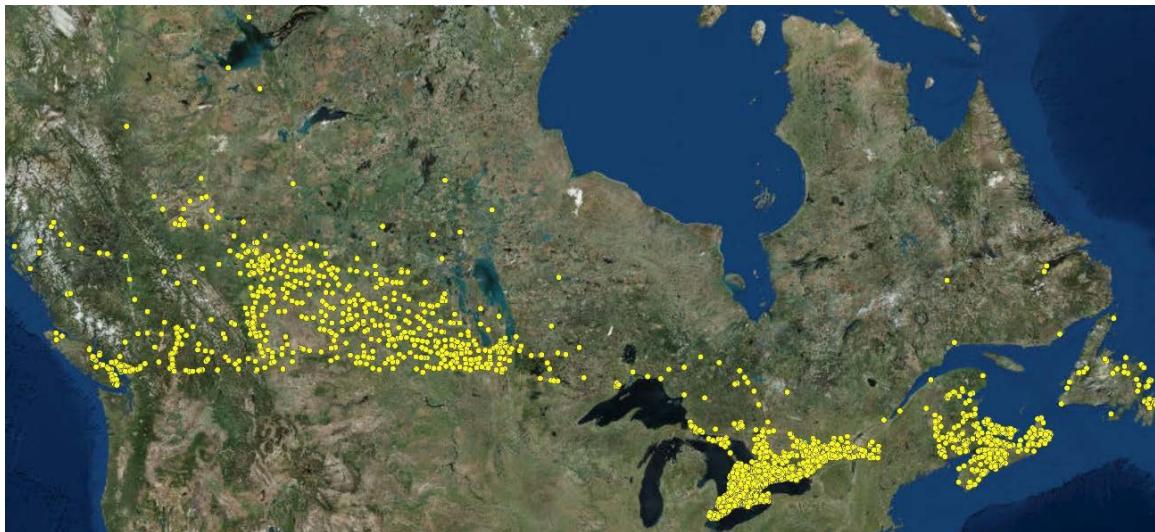
Appendix C – Declaration of Interest Form

Appendix D – Conflict of Interest Declaration

1.0 Introduction

The United Church of Canada (UCC) is the largest Protestant denomination in the country, ministering to over 2 million people through about 3,000 individual congregations or groups. The UCC has an equally large portfolio of approximately 3,000 individual properties across the country.

Figure 1 – Map of all properties within the United Church's Portfolio



UCC recognizes that there is significant potential value within its real estate assets. UCC anticipates that up to 1,000 of those sites may close or restructure ministerial activities in those locations in the near future. As a result, the church wishes to plan effectively for the future, and by definition, needs to be cognisant of the inherent value in the real estate and how that value may contribute to the on-going mission of the church.

The UCC has incorporated a wholly owned subsidiary, called the United Property Resource Corporation (UPRC) to assist the church in real estate matters and ensure optimal value is realized, site by site. In effect, the UPRC is meant to act as the flow through vehicle to expedite decision making and project flow, funnel future project opportunities, and add confidence with professional real estate staff. In this respect, this RFP document represents the first group of properties to be offered to the development industry by UPRC for market real estate development and, where possible, to contribute non-monetary enhancements to the mission of the church.

Where feasible, the church would like to see affordable housing as a dominant objective site by site, recognizing that this is to be balanced against required market housing returns to ensure a financially feasible development partnership with the industry. In addition, UCC may request to continue to ensure an ownership position in the development of a project so that it might sustain on-going mission in some locations.

In responding to this RFP, the UCC would ask that the industry consider a partnership arrangement with UPRC for site development. This partnership could take many forms, but at its base, it could

assume an opportunity for the UPRC to contribute land and financial resources to a development proposal, which could enhance the potential financial success of site redevelopment.

Following on from this RFP, there will be more properties offered for redevelopment, as a grouping or individually. What the UCC and UPRC are ultimately seeking, is a small and effective list of developer partners that they can work with going forward. This will enable the UPRC to move quickly in response to opportunities, as they arise, to the benefit of all participants. This RFP is in effect, an attempt for UPRC to begin the process of building those on-going trusted relationships within the industry, which in time could obviate the need for formal RFPs in the future.

1.1 UPRC and the RFP Team

In 2017, the UCC, in partnership with the Canadian Mortgage and Housing Corporation (CMHC) prepared an initial Real Estate Strategy. Recognizing the complexity and diversity of real estate needs across its portfolio, as referenced above, UPRC was established by the UCC to assist individual congregations to realize development opportunities.

The UPRC brings together professional resources, with over 50 years of expert real estate leadership, as part of a full-time real estate team, as well as retaining third party consultants as necessary to help enhance the development process. For the purpose of this request for proposals (RFP), N. Barry Lyon Consultants Limited (NBLC) has been retained to act as process advisors, whereas UPRC is responsible for the ultimate selection of one or a short list of potential developer partners, and to select a potential developer partner, site by site. Robins Appleby LLP (Robins Appleby) has been retained as legal counsel to UPRC, dealing with all matter related to the draft Letter of Intent (LOI) provided in Appendix A of this RFP document, and all future related legal matters.

Figure 2 – The RFP Team Structure and Roles



UPRC's real estate team has helped to define and prioritize primary (required) and secondary (preferred, or hoped for) congregation objectives into conditions of land transfer from an individual

congregation to UPRC and/or the selected developer partner or development entity established for the development of each site or sites. While individual congregations are the stewards of each property, UPRC will be in the position to release properties on the open market, enter into negotiations with one or more preferred developer partners, and enter into any necessary agreements with a selected developer partner. To streamline the development process, it will not be necessary for the selected developer partner to engage with a local congregation on a day-to-day basis when making decisions (thus avoiding the need to navigate congregational nuances) on the assumption that primary congregation objectives are met. Any necessary local congregation contact will be managed by UPRC.

1.1 The Opportunity

Many of UCC's 3,000 church properties have excess lands, and as previously mentioned, some have been or may be declared surplus and available for future development. A significant number of these sites are in the country's largest city regions that are both experiencing rapid growth pressure and strong market conditions. These sites are often near jobs, higher order public transit (planned and existing), highways, parks, and other publicly accessible institutions and embedded in attractive neighbourhoods. Given this, these properties offer excellent opportunities for sensitive infill, redevelopment or the adaptive re-use of existing buildings, and, potential healthy returns to prospective developer partners.

1.2 The Subject Sites

Guided by national-level Real Estate Expertise within UPRC, multiple congregations have expressed interest in leveraging their land value through the redevelopment of part, or all of their property, to better achieve the objectives or needs of their respective communities.

The following six properties are the first group in a pipeline of development opportunities to be released to the market over the next several months. These properties are the subject of this RFP.

- | | |
|--|--------------------------------|
| 1. New Vision (former St. Giles United Church) | 85 Holton Ave S, Hamilton, ON |
| 2. Binkley United Church | 1570 Main St W, Hamilton, ON |
| 3. St. James United Church | 306 Parkside Dr, Hamilton, ON |
| 4. Albright Gardens | 5045 Valleyview, Beamsville ON |
| 5. Queenswood United Church | 360 Kennedy Ln E, Ottawa, ON |
| 6. St. Paul's Eastern United Church | 473 Cumberland St, Ottawa, ON |

Table 1, on the following page, provides summary statistics for each property and the respective potential development opportunities.

Additional information is available on request (see subsection 2.2 of this RFP for communication protocols).

Table 1: Key Site Statistics

Property		Total Lot Size	Official Plan Designation	Zoning	Description of the Development Opportunity	Available Due Diligence Materials
1	New Vision (former St. Giles United Church) Site	1.03 acres	Neighbourhoods	I1 Community Institutional Zone	- Demolition and highest and best use	<ul style="list-style-type: none"> - October 2019 - Planning and Market Brief - by NBLC - Heritage Committee Staff Report or Council Minutes - Designated Substance Report - Structural & Demolition Report
2	Binkley United Church Site	0.63 acres	Mixed-Use – Medium Density	C5 Mixed Use Medium Density	- Demolition and mixed-use development, with worship/admin office space at-street level leased back to Binkley UC	<ul style="list-style-type: none"> - Survey - October 2019 - Planning and Market Brief - by NBLC
3	St. James United Church	2.96 acres	Neighbourhoods	I2 Community Institutional Zone	- Infill development, highest and best use	<ul style="list-style-type: none"> - October 2019 - Planning and Market Brief - by NBLC - Survey
4	Albright Gardens	14.7 acres	See MHBC Cover Letter	See MHBC Cover Letter	<ul style="list-style-type: none"> - Broad ranging mixed use development with a requirement for some replacement housing - Backs onto Niagara Escarpment protected lands 	<ul style="list-style-type: none"> - May 2015 - Land Use Review - Formal Request to NEC for Niagara Escarpment Plan Amendment to Urban Area – by MHBC - August 2016 - Letter to Region, RE: Request for Support for Niagara Escarpment Plan Amendment to Urban Area – by MHBC - August 2017 - Niagara Escarpment Commission, Town, Region Meeting Minutes – by MHBC - October 2017 - Letter to OMAFRA, Policy Division, RE: Draft Agricultural Land Base Map and removal of lands from Land Base Map and Agricultural System Portal – by MHBC - Oct 2017 - Letter to MHBC, RE: Removal of lands from NEC development control – from NEC - May 2018 - Ownership map - by MHBC - April 2018 - Building Conditions Assessment Study - by Quartek - 2018 Development Concepts Package – by MHBC - February 2019 - 2019 MHBC Letter to MMA, RE: Comment on Proposed Amendments to Growth Plan No. 1 - October 2019 - Market Brief - by NBLC - October 2019 - Planning Summary Cover Letter by MHBC
5	Queenswood United Church	3.01 acres	General Urban Area	Minor Institutional Zone, Subzone B (I1B)	- Infill development, highest and best use	<ul style="list-style-type: none"> - 1987 Queenswood Reference Plan_50R5659 - Survey - October 2019 - Planning and Market Brief - by NBLC
6	St. Paul's Eastern	0.20 acres	Central Area	Minor Institutional Zone, Subzone A, Section 70 (1A S70)	- Adaptive re-use opportunity, subject to heritage assessment	<ul style="list-style-type: none"> - Heritage Cultural Statement, 90 Daly St. Paul's - By-law Number 1983-123 - Heritage Survey and Form, 473 Cumberland and 90 Daly - 1983 - Sandy Hill West Heritage Conservation District Study, Part 1 & Part 2 - 2002 St. Paul's UC Reference Plan_4R17783- October 2019 - Planning and Market Brief - by NBLC - St. Paul's Floor Plan – BCA Report

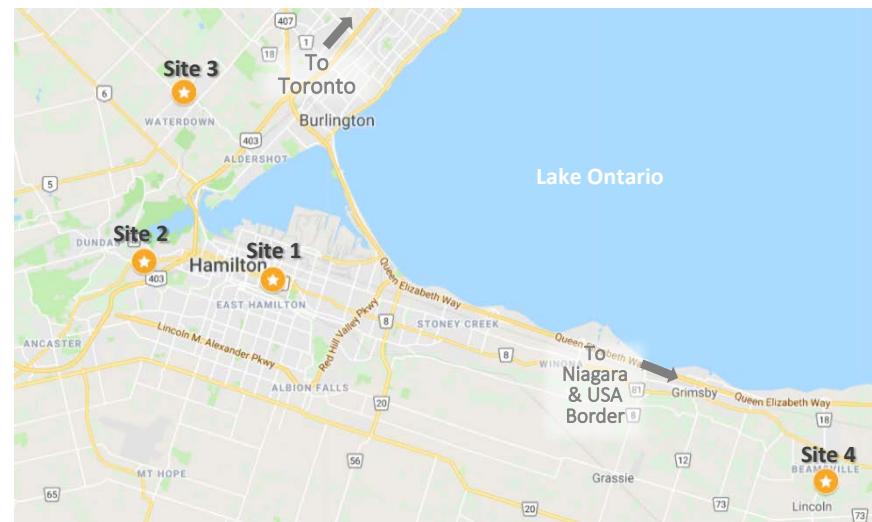
Site 1 New Visions (form St. Giles United Church), 85 Holton Avenue South, Hamilton



Site 2 – Binkley United Church, 1570 Main St W, Hamilton



Site 3 – St. James United Church, 306 Parkside Dr, Hamilton (Waterdown)



Site 4 – Albright Centre Site, 5045 Valleyview, Beamsville ON

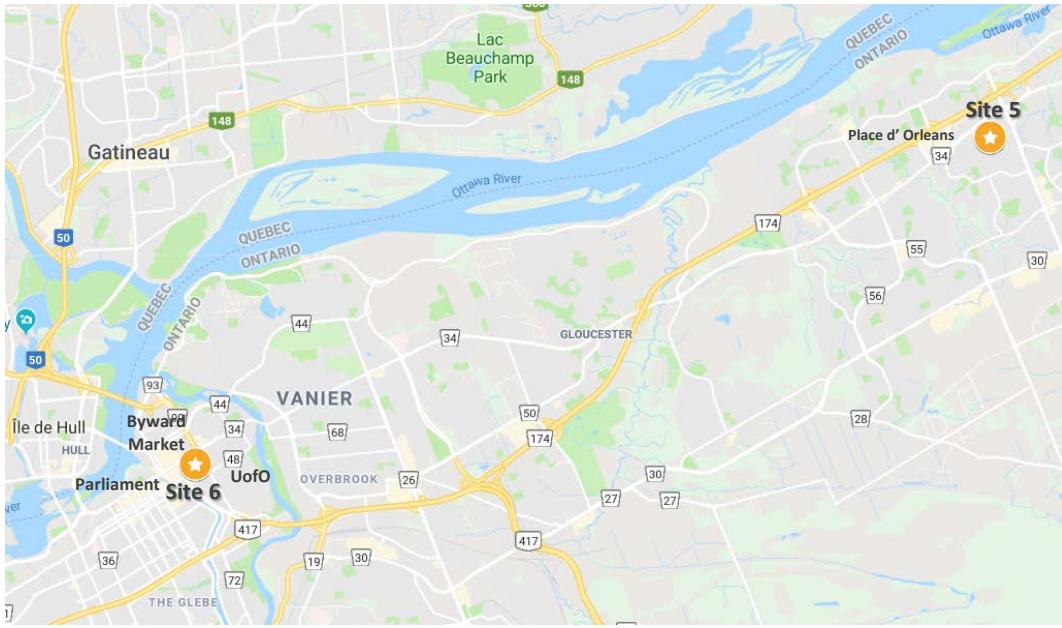


Site 5 – Queenswood United Church, 300 Kennedy Lane, Ottawa (Cumberland)



Site 6 – 473 Cumberland Street, Ottawa (Sandy Hill)





1.3 The Objective of the RFP Process

The main objective of this RFP process is to seek proposals from like-minded and trusted developer partners to carry out development of any one, all, or a combination of any of the above referenced properties. As mentioned in the Introduction, joint ventures with UPRC are preferred, but not obligatory.

Each congregation has inherently differing objectives they hope to achieve through development – whether it is to promote economic sustainability through well-defined financial real estate objectives, adapt to changing demographic conditions and/or serve their respective communities better through the delivery of new services. To help define the development opportunity, as well as potential constraints on the part of interested developers, congregation objectives have been articulated as primary (must have) objectives and secondary (nice to have) objectives, as set out in Appendix B of this RFP.

The objectives of the congregations are not detailed. Proponents are asked to develop preliminary proposals designed to address the broad objectives while still remaining commercially viable.

The intended outcome of the RFP process is the identification of a preferred developer partner for each site, and if in alignment with congregation objectives, negotiation and execution of an LOI leading to waiver of conditions and execution of a successful project.

Given the nature of the offering and possible submissions, the RFP process could result in anywhere from: one (1) Selected Developer across all six sites and the need for one (1) LOI, to six (6) Selected Developers across all six sites and need for six (6) separate LOI agreements.

The purpose of using an LOI is to provide the Vendor and the Selected Developer(s) with a defined Exclusivity Period to work cooperatively to:

- Engage with municipal stakeholders to gain greater certainty with respect to entitlements;
- Engage with the congregation through UPRC, as necessary;
- Conduct further site reconnaissance;
- Prepare and/or refine concept plans in the form of a conceptual Design Requirement Document;
- Discuss suitable roles of each party in terms of streamlining the development process and adding the greatest value to each site;
- Arrive at mutually acceptable and required agreements, by site, that UPRC can review with the affected congregation;
- Draft all necessary agreements, on a site-by-site basis, potentially including any of joint development, sale or ground lease agreement and any other necessary final agreements (e.g. shared access, shared facilities where possible or needed), necessary to close on a transaction structure that is mutually agreeable to all parties; and,
- submit necessary development applications needed to implement each site redevelopment.

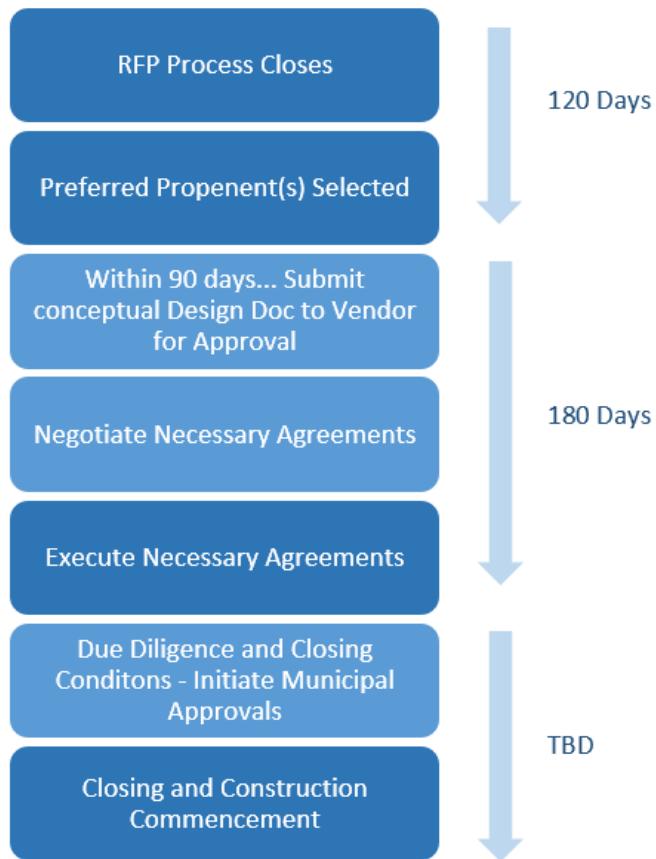
*Of note, the conceptual Design Requirement Document will be reviewed by the local congregation only, through and by, UPRC. If there is a commitment to meet the primary objectives of a congregation, UPRC will have the authority to execute any necessary final agreements to proceed with pursuing development.

1.4 Summary of Key Dates in the RFP Process & Potential Next Steps

Below is a list of key dates during the RFP process and anticipated next steps to selection of a developer partner for any one, all, or a combination of the subject properties.

• RFP Issued	November 6th, 2019
• RFP Question Due / Declaration of Interest	December 11th, 2019
• Proposal Submission Deadline	December 20th, 2019
• Completeness Review and Submission Evaluation	December 2019
• Interview with short-list of potential developer partners	January 2020
• Negotiation with Selected Developer Partners(s)	January/February 2020
• Execution of LOI with Selected Developer Partners(s) /	February to March 2020
• Up to 180 Day Exclusivity Period to Commence	Variable by location

Figure 3: Hypothetical Timeline / Milestone Schedule



2.0 Submission Instructions

The following section provides instructions for Proponents in preparing a submission document, as well as a description of the submission evaluation process and criteria. The RFP Team, however, reserves the right to make changes to the RFP document, RFP process and RFP schedule as circumstances demand.

2.1 Closing Time & Format

Submissions are to be delivered in person **on or before 2:00:00 PM (EST) on Friday, December 20th, 2019**. Submissions are to be marked “RFP - United Church Development Opportunities”, and addressed to:

United Property Resource Corporation
c/o Matthew Bennett, Partner
N. Barry Lyon Consultants Ltd.
3 Church Street, Suite 100
Toronto, ON, M5E 1M2

The submissions shall consist of six (6) identical paper copies and one (1) identical electronic (pdf) copy to be submitted on one (1) USB Key per proponent.

Proponents are to submit one proposal document whether there is interest in one or multiple sites.

There is no page limit.

The cover page shall include the full mailing address and contact information (email and phone number) of the proponent, and identify which sites the Proponent is responding to.

The proposal shall also include a table of contents with pages numbered accordingly.

Proposals shall be submitted in 8.5 in. x 11 in. format and shall fully address the requirements as set out in Section 3.0 of this RFP.

Illustrative materials, including concept plans and other drawings, shall preferably be submitted in legible 11 in. x 17 in. format and reduced 8.5 x 11 size, as possible, for distribution purposes.

2.2 Clarification and Communications during the RFP Process

It is the sole responsibility of each Proponent to seek clarification from the RFP Team on any matter that the proponent considers to be unclear. By submitting a Proposal, each Proponent shall acknowledge and agree that none of the RFP Team is responsible for any misunderstanding on the part of any Proponent concerning this RFP or the RFP process.

Only members of the RFP Team can be contacted throughout the duration of the RFP process. The RFP Team Members include, Matthew Bennett, Mark Conway and Alex McMaster from NBLC, Greg Spearn and Kristopher Tavella from UPRC, and John Fox from Robins Appleby.

Any other persons affiliated with the UCC, UPRC or an individual congregation cannot be contacted during the RFP process.

All questions should be directed to the entire RFP Team in writing prior to December 11th 2019, and directed to Matthew Bennett at NBLC, cc'ing the remainder of the RFP Team:

Matthew Bennett at N. Barry Lyon Consultants - matthew@nblc.com

Mark Conway at N. Barry Lyon Consultants - mark@nblc.com

Greg Spearn at UPRC - gspearn@rogers.com

Alex McMaster at N. Barry Lyon Consultants - alex@nblc.com

Kristopher Tavella at UPRC - KTavella@united-church.ca

John Fox at Robins Appleby (UPRC legal Counsel) - jfox@robapp.com

The RFP Team shall have no obligation whatsoever to respond to questions made verbally, and the Proponent acknowledges that any information made or given by the RFP Team verbally, which is not subsequently made in writing by email, has no force and effect and may not be relied upon.

The RFP Team has no obligation to respond to any Questions delivered by a Proponent after 5:00 p.m. on December 11th, 2019; however, the RFP Team reserves the right to respond to any such Questions, should the RFP Team determine in its sole discretion that a response would benefit the RFP process.

In setting out the Questions and providing responses, the RFP Team may answer similar Questions for purposes of clarity, and may ignore Questions which are obscure, ambiguous or unclear. Any interpretation, addition, deletion, correction, change or alteration to the RFP will be made by Addendum.

2.3 Amendments to the RFP Process

The RFP Team has provided a Declaration of Interest form in Appendix C of this RFP. All potential developer partners who are considering submitting a proposal are encouraged to return the Declaration of Interest form to matthew@nblc.com by December 11th, 2019. Potential developer partners who return the Declaration of Interest form will receive addenda issued, as well as notification of future development opportunities marketed by UPRC.

It is the responsibility of the Proponent to review all available material and addenda prior to closing.

The RFP Team will endeavor to issue any addenda within 48 hr of the deadline to submit questions.

The Proponent is encouraged to check their spam inbox folder and security firewall settings to ensure email addresses from the RFP Team are accepted, and/or contact the RFP Team prior to closing to ensure all addenda have been received.

3.0 Submission Requirements

Proponents are required to format submissions under the following information headings.

1.0 Corporate and Team Profile
2.0 Relevant Experience
3.0 Design Approach
3.1 Site 1
3.2 Site 2
.... cont'd, as appropriate
4.0 Approach to Monetizing and Maximizing Value
5.1 Site 1

5.2 Site 2
.... cont'd as appropriate
5.0 Letter of Intent (see Appendix A for template)
6.0 Financial References
7.0 Conflict of Interest Declaration (see Appendix D form)

3.1 Corporate and Team Profile

This section is to include a corporate profile of the Proponent with:

- the legal name of the business, number of employees and years in operation;
- corporate business structure (partnership, sole proprietorship, etc.);
- core business, expertise, and any other relevant information considered appropriate;
- principals of the business and a brief biography of each principal;
- contact information for the proponent's key contact for this submission; and,
- as appropriate, a list of other core team members which make up the Project Team, which may include, but are not limited to, consultants or equity partners.

Where the Proponent consists of more than one corporate or other entity (e.g. a consortium of developers), the Proponents must identify the make-up of the team and also provide the corporate identity for each, including the name under which they carry on business, number of years in business, core competencies, and other related information.

Where there is more than one corporate or other entity making up the consortium, the Proponents must identify the relationship between the members of the team.

3.2 Relevant Experience

Proponents should provide an overview of their experience in real estate development. This could include a discussion of the Development Team (Planner, Architect, Engineer, etc.), and their collective experience in the local area and engaging with local stakeholders on projects of a similar scale and development complexity, which generally speaks to the viability of the proposed approach to development, across the relevant sites.

Where the development approach proposed would involve a long-term relationship with the UPRC or congregation, Proponents should also describe relevant projects they are currently or have in the past played a lead role in their management/ownership and/or operations of facilities, including type and scale of use, current status and key challenges and successes.

Proponents who illustrate successful experience achieving similar objectives to that which are articulated in the Appendix B of this RFP will be viewed more favorably.

3.3 Design Approach

By site, the Proponent should describe, either in writing or graphically, their preliminary approach to the development opportunity in terms of scale and program of use(s), project execution (timeline), a list of anticipated necessary agreements/possible joint venture relationship. It is understood that any approach and type of agreements would be subject to more detailed study and discussions that would normally be completed in a later stage of this process.

The general approach to development and proposed uses should generally be appropriate, giving consideration to the objectives laid out by each congregation in Appendix B of the RFP.

Proponents that can satisfy the primary elements of a congregation's objectives will be considered more favourably; however, the financial implications to the church should be clearly articulated.

3.4 Approach to Monetizing and Maximizing Value

Proponents are asked to provide:

- an estimated market value of each site based on its highest and best use and without taking into consideration the requirements of the congregation; and,
- an estimate of the deduction on the above to achieve, at minimum, the primary objectives of the congregation.

Where viable, the Proponent should include an additional mechanism to share in an uplift in approved density, market appreciation and net returns. A different approach to pricing may be articulated for each site or consistent amongst all sites depending on the expected role of the UPRC and developer, and value each party brings to the development approval process.

UPRC is open to being a partner with the developer of each site; however, this is not a requirement of this RFP.

Proponents that can clearly explain their pricing approach in respect of building and paying for land value, in a manner that still achieves the objectives of each congregation, and demonstrate financial viability will be considered more favourably. The Proponent offering the highest value will be ranked highest, particularly where the congregational objectives include financial terms, having regard for comments included in the Introduction to this RFP. Where financial objectives are not provided by a congregation, UPRC will consider the value of the proposed non-financial objectives. Where there is a residual proceed from the sale or lease of land, the submission with the greatest monetary value may be ranked highest.

3.5 Letter of Intent

A template LOI is provided in Appendix A of this RFP. The draft LOI provides for a maximum 180 day Exclusivity Period with the Selected Developer or Successful Proponent who will have the right to pursue the necessary investigations with respect to the site to develop an understanding of the probable development potential and range of municipal requirements. Issues such as the financial feasibility of the project will also be assessed.

Proponents must complete and execute the draft LOI and submit it with the proposal. The LOI must be irrevocable for a period of 120 days from the date of submission of the proposal to allow proper review and consideration by UPRC and its congregations, as deemed necessary by UPRC.

The Proponent is permitted to propose changes to the draft LOI. Any Proponent that proposes changes must include six (6) fully executed revised LOI agreements, six (6) blacklined versions of the LOI that clearly indicates and highlights each and every requested change, and electronic copies of each. If submitting a blacklined version, the Proponent is to provide a rationale for proposed changes.

3.6 Security Deposit

By submitting a proposal, the Proponent has agreed to providing a security deposit per property within two (2) business days following the execution and delivery of the LOI. The security deposit will be held in trust by the UPRC's solicitors in an interest bearing account pending:

1. If the Proponent, in the discretion of UPRC is not demonstrating adequate progress during the Exclusivity Period, and in the event of such termination, the existing deposits will be forfeited and be payable to UPRC;
2. If the Proponent terminates the LOI before the Exclusivity Period elapses, the existing deposits will be forfeited and be payable to UPRC;
3. If UPRC terminates the LOI agreement prior to the end of the Exclusivity Period, the deposit shall be returned to the Proponent.
4. If the Proponent and UPRC, acting in good faith, cannot arrive at mutually agreeable terms on or before the expiry of the Exclusivity Period, the existing deposit shall be returned to the Proponent.

3.7 Financial Capability

This section speaks to the financial feasibility, business resources available to the Proponent, and / or necessary contributions from other sources to achieve a viable project.

A reference from at least one financial institution or Chartered Accountant that confirms that the proponent has successfully completed projects – or is nearing completion on projects – of a similar scale must be provided.

3.8 Declaration of Conflict of Interest

See Appendix D for blank form to be populated.

4.0 RFP Submission Evaluation Process

NBLC will open each submission and will review the contents of each to assess whether or not they are in compliance with the terms and conditions of this RFP, including, without limitation, whether all required documents have been appropriately submitted.

Each proposal will then be evaluated based on the criteria identified in Section 3.0 of this RFP, as well as alignment with the primary objective set forth in Appendix B of this RFP and confirmed by the Vendor in the form of an executed LOI agreement as provided in Appendix A of this RFP.

UPRC may give preferential treatment to a proponent that responds to more than one site depending on any incremental merits/returns by grouping sites; however, the proposal for each site will still be evaluated on its own merits.

5.0 General Conditions

By responding to this RFP, the Proponent acknowledges and agrees in favour of UPRC, NBLC and the RFP Team to the following:

5.1 Information Changes

If, for any reason, it is necessary to provide additional information relating to this RFP, such information will be communicated by an addendum in writing from the RFP Team. Each addendum will be deemed to form an integral part of the RFP.

The RFP Team may, at its discretion, extend the submission deadline for a reasonable amount of time having regard to the circumstances relating to the addendum.

5.2 Confidential Information of the Proponent

At the option of the Proponent, the Proponent will clearly indicate in a separate confidentiality agreement, in a form provided by the Proponent, those portions of the submission that contain proprietary or confidential information for which confidentiality is to be maintained by UPRC and NBLC. Such portions of the submission will be clearly marked “Proprietary and Confidential” by the Proponent. In the event that no confidentiality statement is provided, the Proponent will be automatically deemed, by submission of the RFP, to certify to UPRC and NBLC that no portion of the submission contains proprietary or confidential information for which confidentiality is to be maintained by UPRC and NBLC.

5.3 Confidential Information of the Vendor

Proponents are not permitted to make any public announcements, comments or media releases pertaining to the participation and details of their submissions as part of the RFP process. Contravention of this provision is grounds for disqualification by the RFP Team.

5.4 No Liability for Costs and Expenses

Each submission will be prepared at the sole cost and expense of the Proponent. Interested parties will bear all costs and expenses in connection with their submission, including any costs incurred in the review of the RFP and any expert advice required in responding to the RFP. UPRC and its advisors shall not be liable to pay any Proponent costs under any circumstances. In particular, UPRC will not reimburse the Proponent in any manner whatsoever in the event of rejection of any or all submissions or in the event of the cancellation of the RFP. By submitting a submission in response to the RFP, the Proponent irrevocably and unconditionally waives any claims against UPRC and its advisors relating to the Proponent's costs and expenses.

5.5 Reserved Rights of UPRC

All interested parties are advised that the UPRC reserves the following rights set out below:

1. UPRC reserves the right, within 21 business days following the submission deadline, to request that any Proponent clarify or make changes to its submission and such interested parties shall submit responses to such request within 5 business days following receipt of such request, or within such shorter time as the RFP Team may require. UPRC may, in its sole and absolute discretion, choose to meet with some or all of the Proponents to discuss aspects of their submissions.
2. UPRC may require Proponents to submit supplementary documentation in response to a specific request clarifying any matters contained in their submissions or the UPRC may prepare a written interpretation of any aspect of a submission and seek the respective Proponent's acknowledgement of that interpretation and only such documentation specifically requested and accepted by the UPRC, and written interpretations which have been acknowledged by the relevant Proponents, shall be considered to form part of the submissions of those Proponents.
3. The UPRC is not obliged to seek clarification or interpretation of a submission.
4. The UPRC reserves the right, in its sole and absolute discretion, to reject any submission whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the UPRC may request clarification where any Proponent's intent is unclear and may, in its sole and absolute discretion, waive or request amendment where, in the opinion of the UPRC, there is an irregularity or omission in the information that is submitted in a submission.

5. The UPRC reserves the right to cancel this RFP for any reason without any obligation or any reimbursement to any interested parties or Proponents.
6. The UPRC is not bound to accept any submission and may proceed as it determines, in its sole and absolute discretion, following receipt of the submissions. The UPRC reserves the right to accept or reject submissions in whole or in part, to discuss different or additional terms to those included in the RFP or in any submission or to amend or modify any term of the RFP. The UPRC may invalidate this RFP and may issue a second request for submissions in its sole and absolute discretion.
7. Submissions that are improperly signed or sealed, illegible, obscure, contain arithmetical errors, omissions, erasures, alterations, or irregularities of any kind may, in UPRC's sole and absolute discretion, be considered informal and may be rejected.
8. The UPRC may, at its sole and absolute discretion, waive any informality or irregularity.
9. The UPRC may make public the names of any or all Proponents, members of the Proponent's team, and qualified Proponents.
10. The UPRC may verify with any Proponent or with a third party any information set out in a submission.
11. The UPRC may request and conduct a reference check, as deemed appropriate.
12. The UPRC may disqualify any submission that contains material misrepresentations or any other materially inaccurate or misleading information, as judged in the sole discretion of the UPRC.
13. The UPRC may disqualify any Proponent or the submission of any Proponent who has engaged in conduct prohibited by the RFP, as judged in the sole discretion of UPRC.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and any persons or entities comprising the UPRC shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the UPRC exercising any of its express or implied rights under the RFP.

6.0 Definitions

“Closing Time” has the meaning ascribed thereto in Section 2.1.

“Conflict of Interest” has the meaning ascribed in Appendix D.

“Deadline for Issuing Addenda” shall have the meaning ascribed thereto in Section 3.0.

“Exclusivity Period” is an agreed upon period of time for the UPRC and potential developer partner to conduct its reasonable inspection of the property, including physical and engineering inspections, compliance with all applicable laws and regulations, environmental audits, financial audits, operating cost analysis, review of leases, contracts and agreements and any other matters of due diligence or other matters of interest to the potential Purchaser or Lessor.

“NBLC” refers to N. Barry Lyon Consultants Limited

“Personal Information” means any actual or subjective information about an identifiable individual.

“Proponent” means those participants that have requested an RFP and are prospective bidder.

“Proposal Period” means the period from the date the RFP process is commenced until the Proposal Submission Deadline.

“Proposal Submission Deadline” means the date and time the RFP Proposals must be submitted.

“Questions” has the meaning ascribed thereto in Section 2.0.

“RFP” means this request for proposals.

“RFP Documents” means all of the documents provided email or via Drop Box for use and/or reference as part of this RFP document, inclusive of appendices, and RFP Process.

“RFP Process” means the entire procurement process set out in this RFP, and shall commence on the issuance of this RFP and shall terminate on confirmation of award to the Successful Proponent.

“RFP Team” means professionals engaged by the Vendor to help advise on the RFP including Mark Conway (NBLC), Matthew Bennett (NBLC), Alex McMaster (NBLC), Greg Spear (UPRC) Kristopher Tavella (UPRC), and John Fox (Robins Appleby), as well as other experts as may be required by the Vendor.

“Successful Proponent” has the meaning ascribed to Selected Developer Partner.

“Selected Developer Partner” is the Proponent selected to enter into an Exclusivity Period with UPRC.

“UCC” refers to the United Church of Canada

“UPRC” refers to the United Property Resource Corporation

“Vendor” means UPRC and the congregation.

Appendix A

Draft LOI

_____, 20___

United Property Resource Corporation
3250 Bloor Street West, 2nd Floor
Etobicoke, ON M8X 2Y4

Dear Sirs/Mesdames:

Re: Letter of intent for the purchase of the properties described in Schedule “A” to this Letter of Intent (collectively, the “Properties”)

This Letter of Intent (LOI) shall serve to outline the general terms and conditions upon which we would be prepared to acquire an interest in the Properties. This Offer is made in connection with a Request for Proposal dated ____ (the **“Request for Proposal”**).

We acknowledge that each of the Properties is, or will be, subject to an agreement of purchase and sale between the United Property Resource Corporation (“UPRC”), as Purchaser and the trustees of the congregation which presently owns the properties (the “Vendor(s)”), as vendor (the **“Purchase Agreements”** and each such agreement being a **“Purchase Agreement”**). We acknowledge that we have reviewed the requirements of the congregations and will use our best efforts to develop and proposal that addresses the congregations’ objectives as set out in the Request for Proposal.

This letter of intent will form the basis of an agreement (the **“Assignment Agreement”**), pursuant to which the Purchase Agreements will be assigned by United Property Resource Corporation (“UPRC”) to the Proponent (defined below). It is understood that the terms of the Assignment Agreement will be further developed by the parties during the Exclusivity Period (as defined below) during which time the parties will develop the initial design concept, and agree on the nature of their on going relationship (such as a joint venture), if any.

The Assignment Agreement will contain any necessary amendments to the Purchase Agreement (or attach an Amending Agreement executed by the Vendor) so that the Purchase Agreement accurately reflects the terms and conditions in this LOI and subsequently developed during the Exclusivity Period. It is the responsibility of UPRC to obtain any necessary amendments to the Purchase Agreement and, to the extent necessary, the Assignment Agreements will be conditional on such amendments being obtained.

It is understood that this LOI is entered into with a view to establishing a co-operative relationship among the Proponent, UPRC and the congregation with the intent of using commercial reasonable efforts to creating a commercially viable project which reflects the objectives of the congregation.

1. Assignment and Value

We intend to acquire an assignment of the Purchase Agreements in respect of the Properties listed on Schedule “A”.

We have set out in Schedule “A” our opinion as to the market value of each site based on its highest and best use and without taking into consideration the requirements of the congregation.

We have also developed a preliminary development approach based on our best understanding of the Congregation Objectives and have estimated the cost of achieving these objectives. These

costs, which are above typical construction costs are set out in Schedule "A" represent the general reduction in final compensation we would expect in order to satisfy the needs of the congregation.

We acknowledge that we will work with the UPRC during the Exclusivity Period to refine the Congregation Objectives and increase the value of each Property and that the final consideration for each Property will be reflect its value after the completion of a re-zoning process. UPRC will act as liaison to and agent for the Congregation in connection with the development of the Properties.

2. Exclusivity Period and Schedule

The parties agree that they will use commercially reasonable efforts to create a viable development concept and settle the form of assignment agreement on or before the 180th day following execution of this Letter of Intent (that period being the "**Exclusivity Period**")

During the Exclusivity Period, the Proponent shall

Days 1 – 30 –review all Deliveries provided to it and make inquiries of local officials as to the potential development parameters of each Property and to review with the municipality the design concepts we have submitted in our response to the Request for Proposals. The Proponent will keep UPRC advised of any meetings it has with such officials and provide at least five (5) business days notice of such meetings. UPRC will be entitled to attend any such meeting.

Days 30 – 90 –develop a development concept for your consideration and that of the Congregation, being the Design Requirements Report described below. The Proponent shall have regular meetings with UPRC with respect to its design development

Days 90-180 –settle a form of assignment agreement with UPRC, a compensation mechanism that is a function of the development proposal, and the nature of the on-going relationship between UPRC and the Proponent, whether a joint venture or otherwise.

3. Assignment Price

The mechanism to establish the Assignment Price will be established in the Assignment Agreement.

4. Payment of Assignment Price:

The Assignment Price shall be payable as follows:

(a) Deposits:

- (i) a deposit of \$5,000 per Property, delivered within two business days upon execution of this Letter of Intent.
- (ii) a further deposit, to be negotiated during the Exclusivity Period, payable upon execution of the Assignment Agreement, and

All deposits shall be payable to the UPRC's solicitors, in trust, by wire transfer, certified cheque or bank draft, and shall be held in trust pending closing of the transaction or pending termination of the Assignment Agreement, and to be credited on account of the Assignment Price on closing.

(b) **Balance of Assignment Price:**

The balance of the Assignment Price, which shall be payable to the Vendor's solicitors, in trust, by wire transfer, certified cheque or bank draft on Closing, subject to the usual adjustments.

5. **Deliveries:**

The Vendor shall deliver or make available to the Proponent within five (5) business days of the execution of this LOI, all such documents and deliverable items which are typical for the sale of properties similar to the Property, including, but not limited to, all leases (if any), all contracts (if any), and all other relevant materials related to the Property in the control and possession of the Assignor (the "Deliveries").

6. **Proponent's Due Diligence Condition**

The Proponent may at any time during the Exclusivity Period investigate the Property and satisfy itself, with all aspects of the Property. The Proponent shall have access to the Properties for the purpose of carrying out its investigations provided it first provides UPRC with at least five (5) days written notice. The Proponent shall make good any damage caused by it in the course of its investigations and UPRC may deduct the cost of any repairs from the deposit provided with this Letter of Intent. The Assignment Agreement will not be conditional on any such matters, including the environmental condition of the Properties and the Proponent (or joint venture) shall not be entitled to terminate a Purchase Agreement as a result of such matters, once assigned.

7. **Nature of the Purchaser**

During the Exclusivity Period, the parties shall consider whether a joint venture or partnership among the parties should be established for the purpose of assuming the Purchase Agreements and owning the development. Any such entity shall be the assignee of the Purchase Agreement. This letter of intent is conditional on UPRC being satisfied with the nature of the Purchaser, be it a joint venture, partnership, or completing the transaction through an assignment to the Proponent without any beneficial interest being retained by UPRC or an affiliate. UPRC may terminate this Letter of Intent if it is not satisfied with the nature of the Purchaser, acting reasonably.

8. **Design Requirements Report Condition:**

The Proponent acknowledges that it has read and understand the design objectives of the congregations.

Within **90 days** from the execution of this Letter of Intent (the "**Design Period**") the Proponent shall prepare a report setting out the design requirements for the project, which must achieve the project objectives set out in the Request for Proposal in respect of any given Property. (the "**Design Requirements Report**").

The Vendor, Proponent and UPRC shall have until the end of the Exclusivity Period to each be satisfied with the Design Requirements Report (the "**Design Condition**"), failing which, either may terminate this Letter of Intent. Both parties must act reasonably in assessing whether the Design Condition is satisfied.

9. Closing Date:

The closing (the “Closing”) will take place within thirty days of the end of the Exclusivity Period.

10. Zoning

The parties acknowledge that the Purchase Agreement will be subject to a reasonable zoning condition which will provide that the Purchaser may terminate the transaction if the minimum standards set out in the Design Requirements Report accepted by UPRC and attached to the Assignment Agreement is not achieved. The Proponent will be required to act expeditiously and use commercially reasonable efforts to achieve minimum zoning. If the Proponent waives this condition it is required to deliver the Congregations’ objectives and any other matter benefiting the congregation or UPRC set out in the Design Proposal.

11. Contract:

The Assignment Agreement, which shall be prepared by UPRC, will be provided to the Proponent for review and approval. An initial draft of the Assignment Agreement will be delivered to the Proponent within ten (10) business days following the end of the Design Period. The Assignment Agreement shall be conditional upon obtaining any required changes to the Purchase Agreements.

12. Operation of the Property:

Until closing pursuant to the Purchase Agreement, the Property will remain at the risk of the Vendor.

After Closing, the Proponent will be responsible for the development and construction of the project, as well as the ongoing management of any aspect of the project retained by the Proponent once construction is completed.

13. Confidentiality:

UPRC and Proponent each acknowledge and agree that this Offer and any and all discussions with the other parties and/or agreements arising from or related to this Offer (the “**Confidential Information**”) constitute confidential information and that it will not divulge any of the Confidential Information to any party, save and except its agents, employees, and professional advisors (solicitors, accountants, etc.) without the prior written consent of the other party.

Notwithstanding that this letter of intent is a non-binding letter of intent, the parties agree that, for satisfactory mutual consideration, being the exchange of promises to keep this letter of intent confidential, this section is binding upon them.

14. Termination

Either party may terminate this Letter of Intent on written notice to the other. The existing deposit shall be treated as follows:

- 1) If the Proponent, in the discretion of UPRC is not demonstrating adequate progress during the exclusivity period, and in the event of such termination, the existing deposits will be forfeited and be payable to UPRC;
- 2) If the Proponent terminates the LOI before the Exclusivity Period elapses, the existing deposits will be forfeited and be payable to UPRC;

- 3) If UPRC terminates this Agreement prior to the end of the Exclusivity Period, the deposit shall be returned to the Proponent.
- 4) If the Proponent and UPRC, acting in good faith, cannot arrive at mutually agreeable Assignment Agreement on or before the expiry of the Exclusivity Period, the existing deposit shall be returned to the Proponent;
- 5) Nothing in this Section limits any other rights UPRC may have as a matter of law; and
- 6) The parties acknowledge that the UPRC's Solicitors are mere stakeholders of the security deposit and, in the event of a dispute between the parties as to entitlement to, or disposition of, the security deposit, the UPRC's Solicitors shall be entitled to pay the such funds into court and thereafter shall have no further responsibility in regard thereto and UPRC's Solicitors may act in the interests of the UPRC in the matter of any dispute between the parties.

15. **Binding:**

This letter of intent is binding on the parties in accordance with its terms. The provisions of Section 12 survives termination.

The parties confirm that the foregoing provisions are not intended to be exhaustive nor are they intended to be binding on the parties (with the exception of Paragraph 13).

SIGNATURE PAGE FOLLOWS

Dated at _____, this ____ day of _____, 20____

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

This Offer is accepted at _____, this ____ day of _____, 20____.

**UNITED PROPERTY RESOURCE
CORPORATION**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

**THE TRUSTEES OF THE _____
CONGREGATION OF THE UNITED
CHURCH OF CANADA**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation

Schedule A

The Properties

<u>Address and Legal Description</u>	<u>Proposed Purchaser</u>	<u>Assignment Price</u>

robapp\5552538.3

Appendix B

Congregation Objectives

New Vision

Primary Objectives

- Highest & Best Use

Secondary Objectives

- Affordable Housing
- Rental Housing

Binkley United Church

Primary Objectives

- Replacement worship and community space with associated office, kitchen and meeting spaces for use by Binkley UC that is located on the ground floor. Square footage to be determined - possible range between 3,000 Sq. Ft. - 6,000 Sq. Ft.
- Parking for users of and visitors to the replacement worship and community space, at minimum standards as set by the City of Hamilton

Secondary Objectives

- Satisfactory resolution of current use of space by Colin Macdonald Community School
- Affordable Housing – Wesley Urban Ministries has expressed an early interest
- Rental Housing

St. James United Church

Primary Objectives

- Maintain the existing church building on site
- A minimum of 50 parking spaces for shared use by St. James UC

Secondary Objectives

- Affordable housing

Albright Gardens

Primary Objectives

- Maintain a minimum of 41 replacement single family units of modest square footage in reflection of the existing units.
- The units must be owned and operated by the UCC, with the ability to increase the number of those units by the UCC where possible. We are open to varying housing styles that give tenants the ability to age in place.
- The UCC units must have a seniors focus with accessibility and standards for “aging in place” of paramount concern.
- The development plan must include a plan for transitional housing for the current tenants, if needed.

Secondary Objectives

- Dedicated space for residents to gather and enjoy common areas and amenities
- Continued space for West Niagara Community Support Services that currently occupies the upper floor of the friendship centre – 5045 Valleyview, Beamsville ON L0R 1B2 (Approximately 500 sq. ft.)
- Preference towards a seniors campus

Queenswood UC

Primary Objectives

- Maintain the existing church building on site with adequate parking

Secondary Objectives

- Affordable housing that will enhance a combined sense of community for the site
- Where possible maintain church ownership of the land, through an interest in a joint venture or lease arrangement

St. Paul's Eastern UC

Primary Objectives

- Space for St. Paul's Eastern to continue to worship and serve in its current location

Secondary Objectives

- Affordable housing

Appendix C

Declaration of Interest Form

By submitting this form, the Proponent has expressed interest in bidding any one or all of the six development opportunities identified by the UPRC in this RFP, dated November 1st, 2019. Interested parties will receive all addendum issued related to this development opportunity. Contact information may also be used as additional development opportunities across Canada are brought to market.

Name of Proponent Submitting Form:

Address of Proponent Submitting Form:

Telephone number of Proponent Submitting Form:

Name of Proponent(s) Primary Contact Person:

Email Address of the Proponent(s) Primary Contact Person:

Dated at _____ this day of _____, 2019.

Appendix D - Conflict of Interest Declaration

Any entity, including its employees, advisors and consultants affiliated with UPRC is eligible to reply to this RFP. “Affiliated” includes being a Member of a congregation, their spouses and direct family members. Proponents submitting a proposal in response to this RFP must ensure that they, and all team members and their consultants, have clearly identified their affiliation, and in doing so have declared a potential conflict of interest, either real or perceived, in relation to any aspect of this RFP or their proposal for this redevelopment project and throughout the entirety of the process through to execution of final agreements. UPRC shall, in its sole and unfettered discretion, determine whether the declared affiliation and potential conflict of interest is such that the proposal is rejected by UPRC, or other limitations imposed on the proponent if it becomes the Selected Developer.

Should a conflict of interest not be declared or disclosed in a fair and transparent manner, either real or perceived, UPRC may at its sole and unfettered discretion reject the proposal, or withhold consideration of the proposal until the matter is resolved to the satisfaction of UPRC, failing which the proposal shall receive no further consideration. In any event, the proponent acknowledges UPRCs and agrees that UPRC shall not be liable for any cost or any other direct or indirect loss associated with the proponent’s response to this RFP.

The proponent declares that no affiliation and potential conflict of interest exists either real or perceived

Dated at _____ this _____ day of _____ 2019

Proponent

Per:

Title:

The proponent declares an affiliation and potential conflict interest as follows:

Dated at _____ this _____ day of _____ 2019

Proponent

Per: