

## INTEGRATION AND TRANSFER AGREEMENT

THIS AGREEMENT made as of the XX day of XX, 2024

### BETWEEN:

**ST. MICHAEL'S HOMES**, a non-share capital corporation incorporated under the laws of Ontario (hereinafter referred to as "SMH")

– and –

**GOOD NEIGHBOUR'S CLUB o/a Haven Toronto**, a non-share capital corporation incorporated under the laws of Ontario (hereinafter referred to as "HAVEN")

**WHEREAS** SMH and HAVEN are each charitable corporations, incorporated under the laws of the Province of Ontario;

**AND WHEREAS** SMH provides community mental health and addiction support treatment services;

**AND WHEREAS** HAVEN provides services, programs and facilities that support the health, welfare, socialization and recreation of homeless and marginally housed elderly men;

**AND WHEREAS** SMH and HAVEN have determined that it is in their mutual interest and in furtherance of their respective missions to integrate their activities and operations under a single corporation by the transfer of all rights, programs, assets, operations, and undertakings of HAVEN to SMH, subject to the terms and conditions set out herein, and the assumption by SMH of all assets, programs, liabilities and obligations of HAVEN (the "Integration");

**AND WHEREAS** the parties wish to set out the terms of the Integration herein;

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties hereto agree as follows:

### 1.0 DEFINITIONS, INTERPRETATION, AND SCHEDULES.

#### 1.1 Defined Terms.

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings specified or referred to below and grammatical variations of such terms shall have corresponding meanings:

- (a) "**Act**" means the *Not-for-Profit Corporations Act, 2010* (Ontario) as in effect on the date hereof;
- (b) "**Agreement**" means this Integration and Transfer Agreement and all amendments made in writing by the parties hereto, and "herein" and similar expressions mean and refer to this Agreement and not to any particular Article, section, subsection or Schedule;

(c) **“Assumed Liabilities”** shall have the meaning ascribed thereto under section 3.1;

(d) **“Business Day”** means any day, other than a Saturday or a Sunday or statutory holiday in Ontario;

(e) **“Claim”** shall have the meaning ascribed thereto under section 2.3;

(f) **“Closing Date”** means XX, 2024;

(g) **“Collective Agreement”** means the collective bargaining agreement between HAVEN and the Canadian Union of Public Employees, Local 2289-05 with a term of January 1, 2020 to December 31, 2022;

(h) **“Contract”** means any agreement, indenture, contract, lease, deed of trust, license, option, instrument or other commitment, whether written or oral;

(i) **“Effective Date”** means 00:01 hours on XX, 2024, or such later date as the parties may agree upon;

(j) **“Employee Benefit Plan”**, or **“Benefit Plans”** means each employee benefit, health, welfare, medical, dental, pension, retirement, profit sharing, current or deferred compensation, savings, severance or termination payment, life insurance or disability plan, program, agreement and arrangement (whether written or oral) and all other similar plans, programs, agreements and arrangements which are sponsored, maintained or contributed to by HAVEN for the employees or former employees of HAVEN or under which HAVEN has any actual or potential liability or obligations the [TO BE COMPLETED BY MS] (All Eligible Full Time and All Eligible Part Time Employees);

(k) **“Encumbrance”** means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any Contract to create any of the foregoing;

(l) **“ETA”** means Part IX of the Excise Tax Act (Canada), as amended from time to time;

(m) **“Integration”** shall have the meaning ascribed thereto in the recitals above;

(n) **“HAVEN Closing Documents”** means all instruments of conveyance and other documents and assurances relating to the Transfer and the documents set out as HAVEN Closing Documents in Schedule C;

(o) **“SMH Closing Documents”** means all documents and assurances relating to the Transfer and the documents set out as SMH Closing Documents in Schedule C;

(p) **“Transfer”** means the transfer by HAVEN to SMH of the Transferred Programs and the Transferred Assets, in accordance with this Agreement;

(q) **“Transferred Assets”** shall have the meaning ascribed thereto under section 2.2(a);

(r) **“Transferred Programs”** shall have the meaning ascribed thereto under section 2.1; and

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~~(+)(s)~~ **"Transferred Records"** means the books and records as are more particularly described in Schedule B.

## 1.2 Interpretation

In this Agreement, words importing the singular number only shall include the plural and vice-versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

## 1.3 Schedules

The following Schedules are attached to and form part of this Agreement:

Schedule A – HAVEN Staff  
Schedule B – Transferred Assets  
Schedule C – Closing Documents

## 2.0 TRANSFER OF PROGRAMS, ASSETS, CLIENTS, AND HEALTH RECORDS

### 2.1 Agreement to Transfer Undertaking as an Entirety.

Subject to the provisions of this Agreement, effective as of the Effective Date, HAVEN shall transfer to SMH and SMH shall acquire from HAVEN all of the undertakings of HAVEN as an entirety and in furtherance thereof, SMH hereby agrees to accept from HAVEN and agrees to discharge, assume, perform and fulfill (or cause to be discharged, assumed, performed and fulfilled), from and after the Effective Date, all responsibility for the governance, operation and management of the undertakings of HAVEN as an entirety including all programs, operations and services of HAVEN existing immediately prior to the Effective Date (the **"Transferred Programs"**).

### 2.2 Transferred Assets

- (a) As of the Effective Date, HAVEN hereby sells, transfers, assigns, conveys and sets over unto SMH all of the right, title, benefit and interest of HAVEN in, to and under all the property, assets and rights of HAVEN, whether real or personal, tangible or intangible, including without limitation, the property, assets and rights of HAVEN set forth on Schedule B (the **"Transferred Assets"**) to have and to hold, use and dispose of, with full power to SMH to take all such measures for the enjoyment of the rights of the same, in accordance with the terms of this Agreement.
- (b) As of the Effective Date, HAVEN constitutes and appoints SMH, its successors and assigns, the true and lawful attorney of HAVEN for and in the name or otherwise on behalf of HAVEN, with full power of substitution, to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the Transferred Assets to SMH, its successors and assigns.
- (c) From and after the Effective Date, title to the Transferred Assets shall vest in SMH and the Transferred Assets shall be and remain at the risk of SMH.

(d) SMH acknowledges and agrees that the Transferred Assets are being received by it "as is, where is" without any representations, warranties or covenants by HAVEN, save and except as expressly set forth in this Agreement or in any of HAVEN Closing Documents. Without limiting the generality of the foregoing or affecting any express term of this Agreement or any HAVEN Closing Documents or SMH Closing Documents, SMH acknowledges and agrees that HAVEN is not making or giving and has not made or given, and has expressly excluded, any representation, warranty or covenant, express or implied, statutory or otherwise, with respect to the quality, condition, suitability, fitness for purpose or state of repair of any Transferred Assets or Transferred Programs.

(e) To the extent that the sale, assignment, transfer or conveyance hereunder by HAVEN of any Transferred Assets is not permitted or is not permitted without the consent of a third party and such required consent has not been obtained as at the Effective Date, this Agreement shall not be deemed to constitute a sale, assignment, transfer or conveyance of any such Transferred Assets if such sale, assignment, transfer or conveyance otherwise would constitute a breach, thereof or a violation of any law, statute, ordinance, regulation, rule, judgment or order, until such consent or waiver of the applicable third party is received. Without in any way limiting HAVEN's obligation to obtain all consents and waivers necessary for the sale, transfer, assignment, conveyance and delivery of the Transferred Assets, if any such consent is not obtained or if such assignment is not permitted irrespective of consent, HAVEN shall continue to use best efforts to obtain such consents.

**Commented [NM1]:** NTD: This clause is especially required for the Jarvis street property considerations.

(f) To the extent that the consents and waivers referred to in subsection 2.2(e) are not obtained by HAVEN, or until the impediments to the sale, assignment, transfer, conveyance or delivery referred to therein are resolved, HAVEN shall, after the Effective Date for a time period not to exceed six (6) months or the date of HAVEN's dissolution, whichever is first completed:

**Commented [NM2]:** To be discussed.

- (i) hold the benefits of any Transferred Asset referred to in subsection 2.2(e) in trust for SMH in accordance with the provisions of this subsection 2.2(f);
- (ii) cooperate in any reasonable and lawful arrangement, approved by SMH, designed to provide such benefits to SMH, without HAVEN thereby incurring any financial obligation to SMH or any other person; and
- (iii) enforce and perform for the account of SMH, any rights or obligations of HAVEN arising from any Transferred Asset referred to in subsection 2.2(e) against or in respect of any person, including the right to elect to terminate in accordance with the terms thereof upon the advice of SMH.

### 2.3 Transfer of Employees

(a) Schedule A hereto sets forth a true, complete and correct list of (i) all employees of HAVEN setting out each employee's position title, age, length of service, salary or hourly rate, bonus or commission (if applicable) and any benefit and pension plans to which such employee is entitled; and (ii) all written employment contracts between HAVEN and staff members of HAVEN.

**Commented [NM3]:** Haven/MS to complete Sch A

HAVEN confirms that, as of the date of execution of this Agreement, there are no employees on short-term disability, pregnancy or parental leave, temporary lay-off, long-term disability or workers' compensation leaves or unpaid leaves. HAVEN agrees to update the status of these employees and provide an updated Schedule A to SMH, on and as of the Closing Date.

(b) Schedule A also sets forth a true, complete and correct summary of each Employee Benefit Plan. HAVEN has made available to SMH true, complete and correct copies of the Full Time and Part time employee Benefit Plans to the extent applicable: (i) the current plan document, including all amendments thereto, or in the case of unwritten Employee Benefit Plans written descriptions thereof; (ii) any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and investment management or advisory agreements currently in effect.

Commented [NM4]: Same as above

(c) By on or about XX, 2024, SMH shall offer employment, in writing, to all of HAVEN's Employees, effective as of the Effective Date and conditional on the Integration being completed by the Effective Date ("Employment Offers"). A copy of each Employment Offer will be provided by SMH to XX at HAVEN.

Commented [NM5]: Haven to advise of appropriate person.

(d) In all Employment Offers, SMH shall recognize, to the extent previously recognized by HAVEN, as outlined in Schedule "A", the service of the Employees for all employment-related obligations including vacation entitlement, benefits, termination and severance pay as required by the *Employment Standards Act, 2000*. All Employment Offers will include termination and severance pay provisions at least equal to the contractual entitlements of the Employees when employed by HAVEN, including the minimum requirements under the *Employment Standards Act, 2000*. The service date of each Employee is as set out in Schedule A.

(e) As of the Effective Date SMH assumes all outstanding obligations and accrued liabilities with respect to vacation time and vacation pay, sick pay banks, overtime pay, and time in lieu of overtime entitlements of the Employees who accept employment with SMH, as those obligations and liabilities existed immediately prior to the Effective Date substantially as set out in Schedule A.

(f) Up to the Effective Date, HAVEN shall bear and discharge all obligations and liabilities with respect to Claims of Employees, including the termination-related obligations and liabilities for any HAVEN Employees terminated from employment prior to the Effective Date. After the Effective Date, SMH shall bear and discharge all obligations and liabilities with respect to Claims of Employees. "Claims" means any claims, applications, actions, grievances, any obligations owed to Employees who refuse employment with SMH, including contractual and/or statutory entitlements on termination, wage and hour (including overtime calculation and work classification) claims, complaints, any claim referred to in section 5.2, and any other proceedings.

(g) SMH shall assume the Benefit Plans and the liabilities for accrued benefits or any other liability under or in respect of any of the Benefit Plans. The Employees who accept employment with SMH (the "Transferred Employees") shall, as of the Effective Date, accrue further benefits under the Benefit Plans.

Commented [MSS6]: Not sure SMH can assume the benefit plans. Should this be amended to say SMH will provide comparable benefits?

(h) HAVEN agrees that it shall not add any employees or add or change any significant term or condition of employment of any Employee as outlined in Schedule A, including but not limited to any change in compensation of any Employee, prior to the Effective Date without the prior written approval of the Executive Director of SMH. For greater certainty, HAVEN may hire staff to replace staff members who leave HAVEN prior to the Effective Date, provided that it notifies SMH's Executive Director in advance, and provides details respecting any new replacement staff members.

## 2.4 Insurance

- (a) SMH represents, warrants and covenants that, effective the Effective Date, it shall purchase and maintain insurance (or assume HAVEN's existing insurance coverage) in such principal amounts and covering such risks as are reasonable and customary to insure the Transferred Assets and Transferred Programs, from and after the Effective Date.

## 3.0 ASSUMPTION OF LIABILITIES

3.1 SMH assumes and agrees to pay, satisfy, discharge, perform and fulfill all liabilities and obligations of HAVEN whether such liability or obligation arose prior to, on or after the Effective Date including, without limitation, the following obligations of HAVEN, subject to the terms and conditions set out in this Agreement, including in section 2.4 above (collectively, the "**Assumed Liabilities**"):

- (a) all liabilities, expenses, commitments and obligations relating to the Transferred Assets;
- (b) all liabilities, expenses, commitments and obligations arising out of the operation of the Transferred Programs;
- (c) all statutory and other obligations under law for the operation of the Transferred Programs; and
- (d) all liabilities and obligations relating to HAVEN employees in accordance with section 2.3.

### 3.2 Indemnification by SMH

As of the Effective Date, SMH agrees to indemnify and hold HAVEN, its current and former directors, officers, employees and agents harmless against and in respect of any loss, damage, claim, cost or expense whatsoever, including, without limitation, all reasonable legal and accounting fees, which HAVEN or any of its current or former directors, officers, employees or agents may incur, suffer or be required to pay, pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding that may be made or asserted against or affecting HAVEN or any of its current or former directors, officers or employees, in connection with the Assumed Liabilities. For greater certainty, this indemnity does not apply to the extent, if any, to which claims are caused by the negligent acts or the willful misconduct of the indemnified party, its successors and assigns.

### 3.3 HAVEN Dissolution

As of the Effective Date, SMH shall be responsible for completing the dissolution of HAVEN, with the assistance and cooperation of HAVEN's board of directors and HAVEN representatives. HAVEN agrees to execute and deliver any and all instruments and documents and take such other actions as may be necessary or as reasonably requested by SMH to effect the dissolution of HAVEN.

**Commented [NM7]:** This section may need to be revisited depending on the position of the City regarding Jarvis street.

## 4.0 CONSIDERATION FOR TRANSFER

### 4.1 Consideration

The consideration for the Transfer by HAVEN to SMH shall be the assumption of the Assumed Liabilities by SMH on the Effective Date.

#### 4.2 ETA Election

HAVEN and SMH shall complete and maintain in their records a form GST44 prescribed for purposes of subsection 167(1) of the ETA, in respect of the sale and transfer of the Transferred Assets hereunder.

### 5.0 REPRESENTATIONS AND WARRANTIES

#### 5.1 Representations and Warranties of HAVEN and SMH

Each of HAVEN and SMH represents and warrants to the other, and acknowledges that the other is relying upon the accuracy of each of such representations and warranties in connection with the Integration, that:

- (a) it is a corporation validly existing under the laws of the Province of Ontario;
- (b) it has the power and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) it has taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the Integration;
- (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court;
- (e) the execution and delivery of this Agreement and the performance by it of its obligations hereunder will not, with or without the giving of notice or the passing of time or both:
  - (i) violate any judgment, decree, order or award of any court, governmental agency, regulatory authority or arbitrator; or
  - (ii) conflict with or result in the breach of termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any material licence, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound;

in such a way as would have a material adverse effect on the other party;

- (f) it has no material contracts, commitments, agreements, assets or liabilities contingent or otherwise, which have not been fully disclosed to the other party;
- (g) except as otherwise disclosed in writing to the other party on or before the date hereof, there is

**Commented [NM8]:** Each of SMH and Haven to review this section and confirm its accuracy.

no claim, action, proceeding or investigation pending or, to its knowledge, threatened against or relating to it or affecting any of its properties or assets before any court or governmental or regulatory authority or body, which, if adversely determined and uninsured, is likely to have a material adverse effect on its operations, assets, properties or condition (financial or otherwise) or prevent or materially delay consummation of the transactions contemplated by this Agreement;

- (h) to the best of its knowledge without independent investigation, the audited financial statements for its last completed fiscal year and for each of the previous two years then ended, as reported on by the party's auditors, present fairly the financial condition of the party and the results of operations for the respective periods indicated in the statements and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis except as otherwise stated in the notes to such statements;
- (i) since the date of its last annual audited financial statements, there has been no material adverse change in its business, operations, properties, assets or condition, financial or otherwise, from that shown on the financial statements for the period then ended and there are no liabilities or obligations (including, without limitation, tax liabilities, whether accrued, absolute, contingent or otherwise), not reflected in the audited financial statements for the last completed fiscal year except for liabilities and obligations incurred in the ordinary course of business since the date of the last annual audited financial statements, which liabilities and obligations are not materially adverse in the aggregate; and
- (j) its operations are being conducted in all material respects in compliance with applicable laws, regulations and ordinances of all authorities having jurisdiction.

#### 5.2 Additional Representations and Warranties of HAVEN

Commented [NM9]: Haven to review with MS and confirm this section is accurate

HAVEN represents and warrants to SMH, and acknowledges that SMH is relying upon the accuracy of each of such representations and warranties in connection with the Integration, that:

- (a) HAVEN is in compliance in all material respects with all Applicable Laws relating to employment and employment practices including as particularized below, including the terms and conditions of employment, termination of employment, hiring practices and procedures, immigration and employment verification matters, occupational health and safety, human rights, workers' compensation, wages and hours (including the calculation and payment of overtime compensation and worker classification);
- (b) all vacation pay, bonuses, commissions and other emoluments (if applicable) relating to the Employees of HAVEN are accurately reflected in all respects and have been accrued in the books and records of HAVEN;
- (c) ~~there have been no union certifications granted affecting employees of HAVEN are,~~ no applications for certification ~~are~~ pending, HAVEN has not voluntarily recognized any trade unions, and no unions are attempting to organize HAVEN;
- (d) HAVEN is not a party to any other collective agreement with any union or employee association other than the Collective Agreement;



- (e) HAVEN has no outstanding labour relations proceedings or orders and is not aware of any threatened proceedings;
- (f) there are no outstanding grievances, arbitration proceedings, pending arbitration awards, or unsatisfied awards, except as have been disclosed to SMH;
- (g) HAVEN has ~~complied with all applicable employment equity and pay equity legislation, regulations, programs and policies,~~ has no outstanding applications, complaints, investigations, audits, monitoring programs, orders of review officers, tribunal proceedings, tribunal orders or prosecutions concerning pay equity;
- (h) HAVEN has complied with all applicable employment standards obligations and there are no outstanding complaints, claims, decisions, applications, orders or prosecutions under the *Employment Standards Act, 2000* except as disclosed;
- (i) HAVEN has no workplace safety and insurance claims, potential claims or actual or potential penalty assessments, fines, or other amounts due or owing, including any that would affect HAVEN's accident cost experience except as disclosed. HAVEN has paid all workplace safety and insurance assessments to date and will continue to do so up to Effective Date, and, to the best of HAVEN's knowledge, no audit is currently being performed pursuant to any applicable workplace safety and insurance legislation and has complied with the *Workplace Safety and Insurance Act, 1997*;
- (j) HAVEN has no outstanding human rights complaints, applications, investigations, proceedings, decisions or orders except as disclosed, and to the best of its knowledge, has complied with the *Human Rights Code*;
- (k) HAVEN has no outstanding or potential inspection orders, audits, investigations, labour board proceedings, violations or prosecutions under the *Occupational Health and Safety Act*;
- (l) HAVEN has no employment, consulting, agency or management contracts other than those that have been disclosed;
- (m) To the best of its knowledge, and subject to section 2.4 hereof, HAVEN does not have any liability with respect to any former employee, including arising from: (i) its Benefit Plans; (ii) the termination of employment; and/or (iii) its obligations under the *Employment Standards Act, 2000*; and/or (iv) the *Ontario Human Rights Code*;
- (n) HAVEN has disclosed and fulfilled all of its obligations and commitments (including all required contributions and premiums to be paid) with respect to group insurance policies and all other Employee benefits and allowances prior to the Effective Date and that there are no other liabilities, contingent or otherwise, in respect of any pension, benefit or compensation plan that has been discontinued;
- (o) none of the Benefit Plans provide for retiree benefits or for benefits to retired employees or to the beneficiaries or dependants of retired employees;
- (p) HAVEN has not made any commitment to improve or otherwise amend any Benefit Plan;

- (q) HAVEN has complied with its obligations to make appropriate source deductions for all employees and has made all of the appropriate remittances to the appropriate government authorities and there are no outstanding liabilities under the *Income Tax Act*, or other tax liabilities including with respect to the Benefit Plans;
- (r) there are no actions (including any audit or investigation by any Governmental Authority) pending or, to the knowledge of HAVEN, threatened involving any Employee Benefit Plan or the assets thereof, other than routine claims for benefits payable in the ordinary course of business; and
- (s) HAVEN's Transferred Assets are owned free and clear of any encumbrances.

**6.0 ADDITIONAL AGREEMENTS**

**6.1 Additional Agreements.**

The parties further agree and covenant as follows:

- (a) Each party will, upon the written request of the other party do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the requesting party may from time to time reasonably request be done and/or executed as may be required to consummate the transactions contemplated hereby or as may be necessary or desirable to effect the purpose of this Agreement or any document, agreement or instrument delivered pursuant hereto and to carry out their provisions or to better or more properly or fully evidence or give effect to the transaction contemplated hereby.

**(b) Waiver**

SMH hereby waives compliance by HAVEN with the *Bulk Sales Act* (Ontario) and the provisions of the *Retail Sales Tax Act* (Ontario).

**6.2 SMH Governance Obligations**

As of the Effective Date, the board of directors of SMH shall include up to **XX (X)** HAVEN board members who have been nominated by HAVEN and who shall be appointed as voting directors to SMH's board of directors (the "**Directors**") to serve for a term of **[three (3) years]**, each to be entitled to be re-appointed in accordance with the by-laws and board policies of SMH.

**6.3 HAVEN's Website**

At least four (4) weeks prior to the Closing Date, HAVEN shall ensure that prominent notice is made on HAVEN's website informing of the Transfer, the form and content of such notice to be subject to the reasonable prior approval of the Executive Director of SMH. As of the Effective Date, SMH shall ensure that visible notice is made on SMH's website informing of the Transfer.

**6.4 SMH Operational Covenants**

SMH agrees to the following operational covenant:

**Commented [NM10]:** SMH and Haven to advise Naomi on this section

**Commented [NM11]:** SMH and Haven to confirm this section is correct

- (a) For at least two years following the Effective Date, but subject to there being no material changes to SMH's funding, SMH agrees to continue to maintain the programs and services of HAVEN, and to use the name "Haven Toronto", or "Haven" to identify the programs and services provided by HAVEN.

## 7.0 CLOSING CONDITIONS

### 7.1 HAVEN's Conditions.

The obligation of HAVEN to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of, or compliance with, on or before the Effective Date, each of the following conditions precedent (each of which is hereby acknowledged to be included for the exclusive benefit of HAVEN and may be waived by HAVEN in whole or in part):

- (a) **Truth and Accuracy of Representations of SMH on the Effective Date.** All of the representations and warranties of SMH made in or under this Agreement, including, without limitation, the representations and warranties made by SMH in section 5.1, shall be true and correct as at the Effective Date and with the same effect as if made as of the Effective Date (except as those representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement).
- (b) **Performance of Obligations.** SMH shall have performed or complied with, in all material respects, all of its obligations, covenants and agreements under this Agreement including without limitation the conditions precedent identified in sections 2.4(a) and 6.2.
- (c) **Receipt of Closing Documentation.** All SMH Closing Documents and all actions and proceedings taken on or prior to the Effective Date in connection with the performance by SMH of its obligations under this Agreement, shall be satisfactory to HAVEN, acting reasonably, and HAVEN shall have received copies of all such documentation, or other evidence as they may reasonably request, in order to establish the consummation of the transactions contemplated under this Agreement and the taking of all corporate proceedings in connection with those transactions, in form and substance satisfactory to HAVEN, acting reasonably.
- (d) **Consents.** SMH shall use best efforts to obtain all consents, approvals, orders and authorizations required in connection with the completion of the transactions contemplated by this Agreement at or prior to the Effective Date.

### 7.2 SMH's Conditions.

The obligation of SMH to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of, or compliance with, on or before the Effective Date, each of the following conditions precedent (each of which is hereby acknowledged to be included for the exclusive benefit of SMH and may be waived by SMH in whole or in part):

- (a) **Truth and Accuracy of Representations of HAVEN on the Effective Date.** All of the representations and warranties of HAVEN made in or under this Agreement, including, without limitation, the representations and warranties made by HAVEN in Section 5.1, shall be true and correct as at the Effective Date and with the same effect as if made as of the

Effective Date (except as those representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement).

- (b) **Performance of Obligations.** HAVEN shall have performed or complied with, in all material respects, all of its obligations, covenants and agreements under this Agreement.
- (c) **Receipt of Closing Documentation.** All HAVEN Closing Documents and all actions and proceedings taken on or prior to the Effective Date in connection with the performance by HAVEN of its obligations under this Agreement, shall be satisfactory to SMH, acting reasonably, and SMH shall have received copies of all such documentation, or other evidence as they may reasonably request, in order to establish the consummation of the transactions contemplated under this Agreement and the taking of all corporate proceedings in connection with those transactions, in form and substance satisfactory to SMH, acting reasonably.
- (d) **Consents.** HAVEN shall use best efforts to obtain all consents, approvals, orders and authorizations required in connection with the completion of the transactions contemplated by this Agreement at or prior to the Effective Date.
- (e) **Interim Certificate** – On the Closing Date, a signing officer of HAVEN shall deliver to SMH, a signed letter confirming that all of the representations and warranties of HAVEN made in or under this Agreement, including, without limitation, the representations and warranties made by HAVEN in Section 5.1, shall be true and correct as at the Closing Date. In addition, HAVEN shall, on the Closing Date, deliver an updated Schedule A relating to HAVEN's staff.

## 8.0 GENERAL PROVISIONS

### 8.1 Accounting Principles.

Any reference in this Agreement to generally accepted accounting principles refers to generally accepted accounting principles that have been established in Canada, including those approved from time to time by the Canadian Institute of Chartered Accountants or any successor body thereto.

### 8.2 Headings.

Headings are for convenience and are not admissible as to construction.

### 8.3 Notices.

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered electronically, hand delivered, mailed from within Canada by registered mail, or sent by overnight courier or delivery service or facsimile transmission to the applicable addresses appearing below:

If to SMH:  
St. Michael's Homes  
262 Gerrard Street East  
Toronto, ON M5A 2G2

**Attention: Robin Griller, Executive Director, robin@stmichaelshomes.org**

If to HAVEN:  
Haven Toronto  
170 Jarvis Street  
Toronto ON M5B 2B7

**Attention: Bruno Scorsone, Executive Director, bruno@haventoronto.ca**

**8.4 Binding Agreements; Non-Assignability.**

This Agreement shall enure to the benefit of, and shall be binding on, and enforceable by, the parties and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

**8.5 Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

**8.6 Severability.**

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**8.7 Amendments and Waivers.**

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

**8.8 Time of Essence.**

Time shall be of the essence in this Agreement.

**8.9 Application of Law.**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario and all courts competent to hear appeals therefrom.

**8.10 Dispute Resolution.**

Where the parties are unable to reach a negotiated agreement on any matter in dispute in relation to this Agreement, the matter shall be arbitrated by a single arbitrator in Toronto. The arbitrator shall be a mutually trusted third party with legal qualifications. If the Parties to the dispute are unable to agree on an arbitrator, one may be appointed pursuant to the *Arbitration Act*. The arbitrator shall have full power to decide any matter in issue, including awarding any costs of the arbitration. The decision of the arbitrator shall be binding, but may be appealed to the Courts of Ontario pursuant to the *Arbitration Act*.

**8.11 Survival**

The representations, warranties and covenants in this Agreement which are expressly intended to survive the closing of transfers, including without limitation, the closing conditions in Sections 6.2, 6.3 and 7, shall survive and not merge upon closing and consummation of the transaction contemplated herein.

**8.12 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Integration and Transfer Agreement as of the day and year first above written.

**ST. MICHAEL'S HOMES**

Per: Roland Pauksens

\_\_\_\_\_  
Title: Board Co-Chair, Board of Directors

Per: Michael Heinrich

\_\_\_\_\_  
Title: Board Co-Chair, Board of Directors

Per: Robin Griller

\_\_\_\_\_  
Title: Executive Director

I/We have authority to bind the Corporation.

**GOOD NEIGHBOUR'S CLUB**

Per:

\_\_\_\_\_  
Title: Chair, Board of Directors

Per:

\_\_\_\_\_

Title: Antonio Bruno Scorsone, Executive Director

I/We have the authority to bind the Corporation.

DRAFT

**SCHEDULE A  
HAVEN STAFF EMPLOYEES**  
*[SEPARATE ATTACHMENT]*

DRAFT



**SCHEDULE B**  
**TRANSFERRED ASSETS**

1. *Transferred Funding*
  - (a) all transferable funding commitments in respect of the Transferred Programs and Transferred Assets; and
  - (b) all cash and deposits allocable to the Transferred Programs and Transferred Assets.
2. *Accounts Receivable.* All accounts receivable, trade accounts, notes receivable, refunds, book debts and other debts due or accruing due to HAVEN and the benefit of all security for such accounts, notes and debts.
3. *Insurance.* All proceeds of insurance or compensation for expropriation or seizure in respect of any period prior to the Effective Date shall be paid to SMH at the Effective Date and all rights and claims of HAVEN to any such amounts not paid by the Effective Date shall be assigned at the Effective Date to SMH.
4. *Machinery and Equipment.* All machinery, equipment, fixtures, furniture, furnishings, parts, artistic works, and other fixed assets of HAVEN to be transferred at net book value.
5. *Inventories.* All inventories of goods and supplies of HAVEN.
6. *Contracts.* All Contracts and rights of HAVEN under Contracts of HAVEN.
7. *Intellectual Property.* All know-how, technical information, specifications and materials in whatever form or media recording used or relating to the Transferred Programs, and all copyrights, copyright registrations and applications, trademarks, trade mark registrations and applications, trade or brand names, service marks, logos and instruction manuals.
8. *Licences and Permits.* All licences, permits, approvals, consents, registrations, certificates and other authorizations issued to or held by HAVEN, to the extent transferable.
9. *Books and Records.* Subject to section 2.3 of this Agreement, all original books and records of HAVEN (including minute books and seal), including such books and records are reasonably required by SMH to operate the Transferred Programs or pertaining to the Transferred Assets and that have not previously been provided to SMH by HAVEN, including without limitation, employee manuals, personnel records, employee health records, supply records, inventory records and correspondence files, and historical records (together with, in the case of any such information that is stored electronically, the media on which the same is stored).
10. *Computer Hardware and Software.* All computer hardware and software owned by HAVEN, including any necessary log-in credentials, support manuals, or other details required to use the computer hardware or software.

- 12. *Warranty Rights.* The full benefit of all warranties, warranty rights, warranty claims, guarantees, indemnities, undertakings and similar covenants (implied, express or otherwise) against third parties which apply to any of the Transferred Assets, to the extent transferable.
- 13. *Prepaid Expenses.* All prepaid expenses of HAVEN.
- 14. *Goodwill.* All goodwill, together with the exclusive right for SMH to represent itself as carrying on the Transferred Programs in succession to HAVEN and the right to use any words indicating that the Transferred Programs are so carried on, including the exclusive right to use the name "HAVEN", the logo, the website, or any variation thereof, as part of the name or style under which the Transferred Programs or any part thereof is carried on by SMH.
- 15. *Bank Accounts* – HAVEN's bank accounts are at XXX XX Street, Toronto, ON M5S 3A9. HAVEN's Account Numbers are:
  - (a) XX – Share accounts and daily banking accounts (Chequing and Savings); and
  - (b) XX – Bingo Proceeds Account. For greater certainty, the transfer of this account is subject to the parties securing the prior consent of the City of Toronto.
- 16. *Social Media Accounts* – HAVEN agrees to transfer to SMH its social media accounts, e.g., Twitter, Facebook, etc., including all necessary log-in credentials, usernames, and passwords, so as to enable SMH to use these accounts.

Commented [NM12]: Haven to provide the information

**SCHEDULE C  
CLOSING DOCUMENTS**

**HAVEN CLOSING DOCUMENTS**

1. A certified copy of a resolution of the Directors of HAVEN approving the Agreement and the transactions contemplated therein.
2. A certified copy of a special resolution of the Members of HAVEN approving the transactions contemplated by this Agreement and the disposition of the assets.
3. A certified copy of a special resolution of the Members of HAVEN approving the dissolution of HAVEN and authorizing the surrender of HAVEN'S charter, in form and content satisfactory to SMH;
4. A completed and signed Application for Surrender of Charter/Termination of Corporate Existence for HAVEN, in form and content satisfactory to SMH;
5. A list of the current names and addresses of all directors of HAVEN;
6. The election form contemplated by section 4.2.
7. The consents contemplated by section 7.2(d).
8. Other specific conveyancing documents for any of the Transferred Assets.
9. A certificate of a senior officer of HAVEN confirming that the representations, warranties and covenants remain true as of the Effective Date.

**SMH CLOSING DOCUMENTS**

1. A certified copy of a resolution of the Directors of SMH approving the transactions contemplated by this Agreement.
2. The election form contemplated by section 4.2.
3. The consents contemplated by section 7.1(d).
4. Evidence of compliance with the obligations under section 6.2.
5. A certificate of a senior officer of SMH confirming that the representations, warranties and covenants remain true as of the Effective Date.