

AGREEMENT

Between:

Ron and Norma Walton

“Waltons”

- and -

WoodGreen ~~The~~ Red Door Shelter

“Red Door”

WHEREAS Red Door has purchased conditionally the property known as 875 Queen Street East, Toronto, Ontario (the “Property”);

AND WHEREAS the Waltons have agreed to build Red Door a new shelter on the Property (the “Shelter”);

AND WHEREAS Red Door is going to assign to the Waltons the Agreement of Purchase and Sale (the “Agreement”) such that the Waltons become the purchasers of the Property, subject to their obligations to Red Door;

AND WHEREAS Red Door has provided and will provide deposits totaling \$50,000 and the Waltons will be liable for the balance of the purchase price and the funds required to develop the Property and to build the Shelter;

AND WHEREAS Red Door will raise through a capital campaign the sum of approximately \$4.5 million within 10 years of this agreement and upon receipt of the \$4.5 million, the Waltons will donate the balance of the costs totaling approximately \$2 million and will transfer ownership of the Shelter to Red Door;

THEREFORE the parties agree as follows:

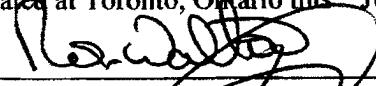
1. On or before June 30, 2011, Red Door will waive the conditions related to the Agreement then the next day assign the Agreement to the Waltons, thus making the purchase firm and making the Waltons the purchasers. At the same time, Red Door will provide the balance of deposit such that their contribution totals \$50,000 in accordance with the Agreement of Purchase and Sale. That \$50,000 will be considered a deposit towards the costs of the Shelter.
2. Waltons will take over all obligations related to the Agreement such that Red Door is removed from liability as it relates to the Agreement. Waltons will indemnify Red Door from any liability of any kind that arises related to the assignment of the Agreement.
3. Waltons intend to build around the Shelter a retail and residential condominium development (the “Development”). As such, Waltons will prepare, at their sole

cost, all drawings and reports and documents required to apply for rezoning and site plan approval of the Property, with target submission date of October 2011.

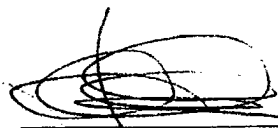
4. Red Door will coordinate with Waltons' consultants to custom design the Shelter to their specifications, subject to an overall target budget of \$6.5 million, such target budget to include all financing costs, soft costs and hard costs typical of a new build, for the land and construction of the Shelter.
5. Red Door will implement a capital campaign with the objective of raising \$4.5 million plus whatever additional monies they wish to raise. Red Door will be liable for \$4.5 million of the \$6.5 million target cost for the Shelter. Red Door will work diligently to raise that money in as timely a manner as possible.
6. Waltons agree to provide Red Door with ten years from the date of this Agreement to pay the \$4.5 million to Waltons as Red Door's contribution to the Shelter. Once the \$4.5 million has been paid, title to the Shelter will transfer from Waltons to Red Door and Waltons will donate the remaining \$2 million of the Shelter costs. As monies are raised by Red Door, Red Door will supply those monies towards the cost of building the Shelter.
7. Waltons and Red Door will adjust the contributions once the Shelter's design and cost has been finalized, with the intent being that Red Door will pay \$50,000 for their land and Waltons will donate the balance of land value; and Red Door will pay 75% of all costs of building the Shelter and once that 75% of costs has been paid, the Waltons will donate the remaining 25% of all costs.
8. Waltons will be liable for all closing costs, purchase costs, financing costs, and everything required to close the purchase of the Property and carry the Property pending approvals through to final closings and cashing out of the Development. The purchase is currently scheduled to close on June 30, 2012. From date of closing of sale to date of vacating of the existing building, Red Door will be responsible for paying all operating costs for the Property along with continuing to pay rent at their current level or some other level to be agreed upon.
9. Waltons will be responsible for finance, bookkeeping, office administration, accounting, information technology provision, creating the websites that are required, legal protection of trade names and legal structure of the business, and all other responsibilities of running the Development.
10. Waltons will be solely responsible for arranging for the pre-selling of the condominiums proposed to be built and for paying all carrying costs for the property.
11. Once the Development is ready to be constructed, Waltons and Red Door will coordinate together the timing of the temporary closure and relocation of the Shelter pending construction completion.

12. Waltons will build the Shelter to the agreed-upon specifications at the Waltons' costs subject to the contribution and repayment provisions set out above.
13. Red Door will occupy the Shelter once it is ready for occupancy, and at that time will take over payment of all operating expenses along with a reasonable rent to be negotiated by the parties pending title transfer.
14. The parties will prepare and sign whatever additional legal documents are required to implement this agreement and evidence and protect their respective interests and responsibilities.
15. The above represents all deal terms between the parties.

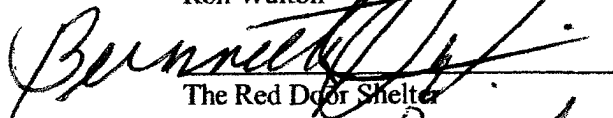
Dated at Toronto, Ontario this ^{23rd} JUNE 2010



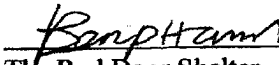
Ron Walton



Norma Walton



The Red Door Shelter
Executive Director



The Red Door Shelter
Treasurer