

APPENDIX "A"
Major Terms and Conditions
73 Laird Drive, Toronto, ON

Leased Premises:

73 Laird Drive – Year one	310 Square Feet
Year two	190 Square Feet
Year three	150 Square Feet
Year four	100 Square Feet
Year five	50 Square Feet

Landlord:

TELUS Communications, or any related entity.

Term:

Five (5) years, commencing on or about January 14, 2008, subject to extension in the discretion to the Chief Corporate Officer, in consultation with the Chief Information Officer, to a date not later than May 1, 2008.

Rental Rate:

An annual Semi-Gross Basic Rental Rate of \$50.00 Gross Rent per sq. ft. per month.

Additional Costs:

Tenant to pay its proportionate share of all extra power actually consumed by it in Leased Premises for its network and computer hardware equipment and applications at a rate of \$300.00 per each fully functioning computer server cabinet installed by the Tenant. Tenant to pay for any internet usage in excess of 5GB/month to be provided by Landlord. Tenant to pay one-time set-up costs not in excess of \$40,000 (Cdn.Funds) following satisfactory completion of agreed-upon Landlord's work and services.

Use:

For the exclusive use of the Tenant (and/or any of its agencies, boards or commissions at Tenant's sole discretion) to house, maintain and operate its/their computer hardware, operating systems and applications, servers, server racks and other associated computer and storage equipment and devices from time to time. Existing zoning classification for the Leased Premises to be satisfactory for Tenant's intended business uses.

Option to Enlarge Leased Premises:

Tenant will have the sole and exclusive option, exercisable at its discretion by written notice to the Landlord at any time during each remaining year of the Lease term commencing in Year 2, to increase the rentable square footage of Leased Premises in

each preceding year for all ensuing years of the Lease Term by an additional amount of rentable square footage as set out below, to a maximum of approximately 800 rentable sq. ft. in year five (5), all upon the same terms and conditions: as per Lease for Year 1:

Year 1 – January 14, 2008 – January 13, 2009	310 Square Feet
Year 2 - January 14, 2009 – January 13, 2010	190 Square Feet
Year 3 - January 14, 2010 – January 13, 2011	150 Square Feet
Year 4 - January 14, 2011 – January 13, 2012	100 Square Feet
Year 5 - January 14, 2012 – January 13, 2013	50 Square Feet
Total	800 Square Feet

Early Termination:

Tenant, in its sole discretion, shall be entitled to terminate the Lease and the Customer Service Facility Level Agreement at any time on or after December 13, 2011, without penalty, compensation or other consideration of any kind, upon thirty (30) days prior written notice to Landlord.

Documentation:

In addition to a Lease of the property, a mutually satisfactory Service Level Agreement based on the Landlord’s existing template is to be negotiated with a view to setting out the respective rights and obligations of the Tenant and the Landlord regarding the dedicated hosting services to be provided to the Tenant.

Other:

Both the Lease and any Service Level Agreement shall contain such further revisions and other terms and conditions as may be satisfactory to the Chief Corporate Officer and the Chief Information Officer, all in form acceptable to the City Solicitor.