SCHEDULE "A" MAJOR TERMS AND CONDITIONS 35 STRACHAN AVENUE

<u>Tenant:</u> The Furniture Bank

<u>Leased Premises:</u> 35 Strachan Avenue – Approximately 21,500 square feet (to be confirmed in accordance with the attached drawing)

Term: Five (5) years

Commencement Date: June 01, 2008

Rental Rate: \$2 p.a.

Net and carefree to the Landlord - the Landlord is not responsible during the term or any extension for any costs, charges, expenses and outlays of any natures whatsoever arising from or relating to the use and occupancy of the Property of the contents thereof or the business carried on therein, and that the Tenant shall be responsible for and pay all charges, impositions, costs and expense of every nature and kind relating to the Property and the use and occupancy thereof.

Operational Costs:

The Tenant shall pay all operating costs related to the property. Operating Costs means: the total of all costs and expenses attributable to the maintenance, repair, administration, management and operation the property including, without limited the generality of the foregoing:

- (a) charge for utilities and similar services;
- (b) costs in connection with maintenance, repair and operation of the Property and of complying with all applicable laws, direction, rules and regulations;
- (c) cost of providing security, supervision, landscaping, window cleaning and waste collection, disposal and recycling, snow removal and other costs of maintenance and operation;
- (d) costs of direct supervision and management and indirect expenses to the extend applicable to the maintenance and operation of the leased premises and;
- (e) costs of insuring the leased premises
- (f) any and all taxes, levies or other charges applicable to the leased premises or the tenant operations therein.

Capital Improvement Costs:

Tenant shall pay any and all capital improvements costs as required to maintain the building in a state of good repair and meet all building code requirements, with the

immediate affect for items related to Health and Safety, and with reference to the City's building condition assessment and any other subsequent related studies and reports.

Option to Renew:

The Tenant shall have the option to renew the lease for one five-year term on the same terms and conditions.

Termination:

Either party shall have the right to terminate tenancy with 12 months prior written notice.

Documentation:

The Lease shall be on the City's standard form and shall be prepared by the City Solicitor or her designates.