

**Appendix "A"**  
**Major Terms and Conditions**

Tenant:

YMCA of Greater Toronto

Leased Space Area:

|              |       |             |
|--------------|-------|-------------|
| Ground Floor | 4,023 | square feet |
| Third Floor  | 713   | “ “         |
| Basement     | 1,815 | “ “         |
| Total        | 6,551 | square feet |

Term:

Five (5) Years, Commencing on January 1, 2010 and ending on December 31, 2015

Use:

The operation of a Hospitality Training program  
Grab and Go Café for Metro Hall residents and visitors in a common area with Janitorial services to be provided by YMCA  
Catering Services as needed at Metro Hall  
The space dedicated for "shared use" will be managed by YMCA and TESS to the satisfaction of both groups.

Basic Rent:

Twenty-Four Thousand Dollars (\$24,000.) annually, Plus GST

Percentage Rent:

Percentage Rent/Gross Revenue Reports: fifteen percent (15%) of Gross Revenue in excess of Three hundred and sixty thousand dollars (\$360,000) per annum for each lease year from the Commencement Date, plus applicable GST.

Additional Rent:

Tenant to pay its Proportionate Share of Operating Costs.

Maintenance & Repairs (Operating Costs):

Tenant to provide all janitorial services and cleaning services to the Leased Space Area.

Tenant to pay all costs for utilities and services to the Leased Space Area that may not be included in Operating Costs including maintenance and repairs and replacement to equipment including the replacement of Landlord's existing kitchen equipment.

Capital Improvements:

Tenant to make capital improvements to the Leased Space Area.

The Landlord shall be responsible for the replacement of the pre-existing mechanical, electrical or HVAC systems related thereto as well as other capital improvements to the property provided such repairs and/or replacements are reasonably necessary in the sole discretion of the Landlord.

Renewal Options:

Option to renew Lease for one additional term of Five Years.

Termination:

Landlord shall have the right (but not the obligation) to terminate the Lease upon giving One Hundred & Twenty (120) days written notice