

APPENDIX "A"
220 ATTWELL DRIVE
MAJOR TERMS AND CONDITIONS

Landlord:

3052690 Nova Scotia Limited

Leased Space Area:

20,397 Square Feet

Term:

Five (5) Years, Commencing on May 31, 2010 and ending on May 31, 2015

Basic Rent:

One Hundred & Ninety-Three Thousand, Seven Hundred & Seventy-One Thousand and Fifty Cents (\$193,771.50.) annually plus applicable taxes

Additional Rent:

Tenant shall pay an amount equal to the Tenant's Proportionate Share for Utility charges, taxes, operating cost(s) (capital costs, depreciation, replacement costs and/or the cost of repairing, plumbing and Management Fee at a rate of \$5.92 per square foot per year for the 2010 year.

Realty Taxes:

Tenant shall pay a proportionate share of realty taxes

Renewal Options:

Tenant has one option to renew for another five (5) year term

Municipal Capital Facility and Taxation Exemption:

The Landlord acknowledges that the Tenant has the right in its discretion, to request Council to exempt the leased Premises from taxation for municipal and school purposes if the Tenant considers that the Leased Premises may be used as a municipal capital facility. Provided Council grants satisfactory approval to this effect, the Landlord agrees to enter at its sole cost and expense into the necessary municipal capital facility agreement with the Tenant pursuant to Section 110(1) of the Municipal Act, 2001, as amended, in a form acceptable to the City Solicitor and legal counsel for the Landlord and to pass the full benefit of such exemption onto the Tenant during the entire period of any such exemption.

Parking:

The Landlord agrees to provide, repair, maintain and replace a dedicated paved parking area on the property.