

APPENDIX "A"
Major terms and Conditions
Lease Agreement at 1530 Markham Road

Landlord

City of Toronto

Tenant

Rogers Cable Communications Inc.

Premises

An area of approximately 242 square feet of space on Parking Level 3, in the building municipally known as 1530 Markham Road, Toronto, Ontario. The Premises are being leased on an "as is, where is" basis. Any changes or alterations will be at Rogers' cost, subject to the City's approval.

Commencement Date

The commencement date of the lease shall be May 1st, 2006.

Term

The term of the lease shall be ten (10) years from the Commencement Date.

Option to Renew

Rogers shall have an option to renew the lease for a further five (5) year period, at the then-market rent for similar properties and otherwise on the same terms and conditions as the lease except for any further option to renew.

Annual Basic Net Rent

Annual basic net rent of \$2,400.00, plus GST, shall be payable monthly, in advance, in equal instalments of \$200.00, plus GST, without deduction, set-off or abatement, in each year of the Term.

Rental Payments

The rent shall be paid monthly in advance by cheque.

Net Lease

The lease shall be entirely **net** to the City. Rogers shall be responsible for realty taxes, insurance, utilities, operating and maintenance costs and all other costs and charges of any kind payable in respect of the Premises.

Use

The Premises shall be used for storage purposes and to house connections to fibre optic and supplemental equipment. Rogers shall not store or use or permit to be stored or used any hazardous or environmentally sensitive materials in the Premises or in the building and land of which the Premises form part.

Zoning & Other Regulations

Rogers must satisfy itself, at its own expense, that its intended use or any renovation of the Premises complies with the existing zoning bylaw, Building Code, Ontario Fire Code and all other rules and regulations.

NSF Charges

Rogers will pay Thirty-Five dollars (\$35.00) for every cheque that is not honoured by the bank on which it is drawn. The NSF Fee may be increased from time to time by the City so that it is equal to the fee charged by the City in respect of cheques tendered in payment of municipal tax and water charges that are not honoured by the banks on which they are drawn.

Late Payment Charges

Any amount owed by Rogers to the City shall bear simple interest at the rate of 1.25% per month (15% per year) from the date due until the date paid. Subject to City Council approval, the default rate of interest may be increased by the City from time to time, by notice to Rogers.

Early Termination

The City and Rogers shall each have the right to terminate the lease for any reason at any time during the Term upon providing the other party with 180 days prior written notice. This early termination provision is exclusive to this particular lease and will not set precedent for any current and future lease or license agreement between the City and Rogers.

Assignment & Transfers

Rogers agrees that its rights under the Lease shall not be assignable or otherwise transferable by it without the prior written consent of the City, which consent may be unreasonably withheld.

Insurance

Rogers will provide (on an annual basis) proof of insurance in accordance with the City's insurance requirements in the Lease.