

APPENDIX "D"
Major Terms and Conditions of Sub-Leases
Below-Market Rent Sub-Lease Agreements at 1751 & 1761 Sheppard Avenue East

Tenant:

City of Toronto

Sub-Tenants:

Harriet Tubman Community Organization Inc.
Working Women Community Centre
AWIC Community and Social Service
Hong Fook Mental Health Association

Sub-Leased Premises:

The total amount of space for all four (4) subleases will be approximately 8,600 square feet of space (4,300 square feet of space within each building) at the properties municipally known as 1751 and 1761 Sheppard Avenue East, Toronto, Ontario.

Commencement Date:

The Commencement Date of each Sub-Lease shall be October 1st, 2010.

Term:

The Term of each Sub-Lease shall be five (5) years from the Commencement Date.

Annual Net Rent:

Each Tenant shall pay to the Landlord basic rent of \$2.00 per annum.

Net Sub-Lease:

Each Sub-Lease shall be entirely Net to the Landlord. During the term or any extension thereafter, each Sub-Tenant shall be responsible for their proportionate share of all applicable costs, taxes, charges, expenses and outlays of any nature whatsoever arising from or relating to their use and occupancy of the Sub-Leased Premises, including all applicable operating costs.

Use:

The Sub-Leased Premises shall be used for providing programs and services as set out in each Sub-Tenant's Service Agreement with the Landlord.

Early Termination:

At any time during the sublease term, the Landlord shall have the right to terminate each Sub-Lease for any purpose at any time during the Sub-Lease term(s) and any renewal/extension thereafter upon providing the Tenant with sixty (60) day's prior written notice.

Notwithstanding the above, the Landlord shall have the right to terminate any lease agreement without notice if a particular Tenant is, at any time during the lease term including any renewals and extensions thereafter, no longer BMR eligible or financially viable, in each instance as determined by the City acting reasonably, and provided that the City has not waived, or is not willing to waive the relevant BMR eligibility criteria.

Standard Sub-Lease Form:

The City's solicitor shall draft the Lease document which shall contain such further revisions and other terms and conditions as may be satisfactory to the Chief Corporate Officer, all in form acceptable to the City Solicitor. The Tenant shall expeditiously execute the Lease when it is delivered by the Landlord.

Insurance:

The Tenant is to provide prior to the commencement of the term of this agreement and on an annual basis, proof of insurance in accordance with the Landlord's insurance requirements outlined in the Lease.