

APPENDIX "A"
Major Terms and Conditions
Below-Market Rent Lease Agreement at 2975 Don Mills Road West

Landlord:

City of Toronto

Tenant:

North York Harvest Food Bank

Premises:

Comprising an area of approximately 504 square feet of space in the community room at the property municipally known as 2975 Don Mills Road West, Toronto, Ontario (the "Leased Premises").

Commencement Date:

The Commencement Date shall be December 1st, 2011.

Term:

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

Annual Net Rent:

The Tenant shall pay to the Landlord basic rent ("Basic Rent") of \$2.00 per annum.

Net Lease:

The Lease shall be entirely **Net** to the Landlord. During the term or any extension thereafter, the Tenant shall be responsible for all applicable costs, taxes, charges, expenses and outlays of any nature whatsoever arising from or relating to the use and occupancy of the Leased premises.

Operating Costs:

The Tenant shall pay all operating costs related to the Leased Premises. "Operating Costs" means the total of all costs and expenses attributable to the maintenance, repair, administration, management and operation of the Property including, without limited the generality of the foregoing: utilities, security, insurance, all taxes including applicable property taxes, supervision, landscaping, window cleaning, waste collection, disposal and recycling, snow removal and other costs of maintenance and operation.

Use:

The Leased Premises shall be used and shall continually be operated throughout the term for a food bank including food collection, sorting, education and distribution to residents and network of neighbourhood community programs as set out in the Tenant's Service Agreement with the Landlord's Social Development, Finance & Administration Division. The Tenant shall not permit to store or use any hazardous or environmentally sensitive materials in the Leased Premises and the property.

Early Termination:

The Landlord shall have the right to terminate the lease agreement if the 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 Landlord acting reasonably, and provided that the Landlord has not waived, or is not willing to waive the relevant BMR eligibility criteria. A termination resulting from a failure to remain BMR eligible shall not result in contractual damages for the Tenant notwithstanding any balance remaining in the term of the lease; or

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

Standard Lease:

The Landlord'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 Leased premises and on an annual basis, proof of insurance in accordance with the Landlord's insurance requirements outlined in the Lease.