

APPENDIX "C"
Major Terms and Conditions
Below-Market Rent Sub-Lease Agreement at 201 Chester Le Boulevard

Landlord/Owner:

Toronto District School Board

Tenant:

City of Toronto

Sub-Tenant:

Agincourt Community Services Association

Premises:

Comprising an area of approximately 5,000 square feet of space at the property municipally known as 201 Chester Le Boulevard, Toronto, Ontario (the "Leased Premises").

Commencement Date:

The Commencement Date shall be September 1st, 2011.

Term:

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

Annual Net Rent:

The Sub-Tenant shall pay to the City of Toronto a basic rent ("Basic Rent") of \$2.00 per annum.

Net Lease:

The Lease shall be entirely **Net** to the City of Toronto. During the term or any extension thereafter, the Sub-Tenant shall be responsible for all applicable operating costs.

Operating Costs:

The Sub-Tenant shall pay all operating costs related to the Premises. "Operating Costs" means the total of all costs and expenses attributable to the maintenance, repair, administration, management and operation of the Premises 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 Premises shall be used and shall continually be operated throughout the term for youth engagement and skills development; employment support; computer training; information and referral; settlement support; after school programming for children; resident-led initiatives such as a mothers' group or senior-led crafts and recreational programs. The Sub-Tenant shall not permit to store or use any hazardous or environmentally sensitive materials in the premises and the property.

Early Termination:

The City of Toronto shall have the right to terminate the lease agreement if the Sub-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. A termination resulting from a failure to remain BMR eligible shall not result in contractual damages for the Sub-Tenant notwithstanding any balance remaining in the term of the lease agreement; or

The City 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 Sub-Tenant with sixty (60) day's prior written notice.

Standard Lease:

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.

Insurance:

The Sub-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 City's insurance requirements outlined in the Lease.