APPENDIX "A"
Major Terms and Conditions
Below-Market Rent Sub-Lease Agreement at 1761 Shepherd Avenue East

Sub-Landlord:

City of Toronto

Sub-Tenant:

Iranian Women Organization of Ontario

Sub-Leased Premises:

Comprising an area of approximately 455.28 square feet of space in the community space at the property municipally known as 1761 Sheppard Avenue East, Toronto, Ontario.

Commencement Date:

The Commencement Date shall be November 1st, 2012.

Term:

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

Annual Net Rent:

The Sub-Tenant shall pay to the Landlord basic rent of $2.00 per annum.

Net Lease:

The Sub-Lease shall be entirely Net to the Sub-Landlord. During the term or any extension thereafter, the 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, without limitation, 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 Sub-Landlord.

Early Termination:

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

Notwithstanding the above, the Sub-Landlord shall have the right to terminate the Sub-lease agreement without notice if is the Sub-tenant is, at any time during the term, 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:

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

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 Sub-landlord's insurance requirements outlined in the Sub-Lease.