

# GM11.12

## Appendix A

### Appendix A: Proposed Lease Terms and Conditions

<b>Property Address:</b>	6282 Kingston Road, Toronto, Ontario
<b>Premises:</b>	Approximately 3,785 Square Feet of Community Space
<b>Tenant:</b>	Scarborough Historical Society
<b>Lease Condition:</b>	The Tenant qualifies for the Below-Market Rent Policy and retains its non-profit status
<b>Use:</b>	The Tenant shall only use the premises in accordance with the proposed BMR lease agreement (the "Lease"), In accordance with the BMR lease agreement (the "BMR Lease") dated June 1, 2011, solely for the purpose of promoting and carrying out those objects and activities, including to preserve, study and stimulate an interest in the history of Scarborough and for no other purpose (the "Permitted Use")
<b>Basic Rent:</b>	The Tenant shall pay to the Landlord a basic rent of \$2 per annum (\$10 in total for the 5-year term) payable at the Commencement Date of the Lease, plus all applicable taxes
<b>Estimated Additional Rent:</b>	The Tenant shall be responsible for all building insurance, utilities, operating costs and related maintenance fees
<b>Lease Term:</b>	Five (5) years from the Commencement Date
<b>Commencement Date:</b>	July 1, 2016
<b>Insurance:</b>	The Tenant shall provide prior to the commencement of the Term on an annual basis, proof of insurance in accordance with the City's insurance requirements outlined in the Lease.
<b>Late Payment Charges:</b>	For any late amount by the Tenant, interest on the amount outstanding from time to time shall bear simple interest at the rate of 1.25% per month (15% per year). Subject to City Council approval, the default rate of interest may be increased by the Landlord from time to time, by notice to the Tenant.
<b>Early Termination:</b>	<p>The Landlord and the Tenant (subject to Section 14.9 of the BMR Lease) shall have the right to terminate the Lease for any reason, at any time during the Term and any renewal/extension thereafter, upon providing either with party six (6) months' prior written notice.</p> <p>Subject to Section 14.9 of the BMR Lease, the Tenant covenants and agrees that the Tenant shall only exercise its right to terminate the BMR Lease pursuant to the provisions of the Bankruptcy and Insolvency Act, R.S.C, c. B-3, as the same may be amended from time to time, or any successor legislation, provided that the Tenant has received the prior written consent of the Landlord.</p>

**Maintenance Reports:**

The City of Toronto shall have the right to request and review the Tenant's maintenance reports and logs pertaining to building operations and repairs at any time.