

APPENDIX 'A'
MATERIAL TERMS AND CONDITIONS OF LEASE
(the "Term Sheet")

Background:

All capitalized terms not otherwise defined herein have the meaning given them in the Lease

Terms and Conditions of Lease:

Landlord	City of Toronto (the "Landlord")
Board Execution	The Board will also execute the Lease and, unless the Landlord advises otherwise and save as expressly otherwise provided in the Lease, all rights, covenants and obligations of the Landlord may be exercised, performed or complied with by the Landlord and/or the Board
Tenant	1475530 Ontario Inc.
Leased Property	The Building, comprising approximately 5,720 square feet of area, and approximately 4,729 square feet of outdoor patio area immediately adjacent to the Building, as shown on Schedule "B", provided that the roof of the Building shall not form part of the Leased Property
Term	Ten (10) years commencing on January 1, 2026 (the "Commencement Date") and expiring on December 31, 2035
Option to Extend	Provided that the Tenant is in occupation of the whole of the Leased Property, is not in default and has not been in default during the Term, beyond the permitted cure periods in the Lease, then, upon written notice not more than twelve (12) months and not less than six (6) months before the expiration of the Term, the Tenant shall have the right to extend the Term of the Lease for the whole of the Leased Property for a period of five (5) years, commencing January 1, 2036 and expiring on December 31, 2040 (the "Extended Term"). The Extended Term shall be on the same terms and conditions as the Term, save and except: (a) there will be no further right to extend the Extended Term; (b) the Basic Rent for the Extended Term shall be the then fair market basic rent rate for comparable premises in the area, provided that in no event shall such rate be less than the Basic Rent payable during the last twelve (12) month period immediately preceding the commencement of the Extended Term;

	(c) there shall be no leasehold improvement allowance, Landlord's work, rent free period or other inducements; and (d) the parties shall execute a lease extension agreement prepared by the Landlord to reflect the terms of the Extended Term or at the Landlord's option, the Tenant shall execute the Landlord's then standard form of lease.
Basic Rent	See Confidential Attachment 1
Additional Rent	The Tenant shall be responsible for all Additional Rent as defined in the Lease, including but not limited to the costs of taxes, utilities, operating and management costs, and all other costs not expressly stated to be payable by the Landlord
Payment of Rent	All payments of Basic Rent, Participation Rent, and Additional Rent, shall, unless the Landlord advises otherwise, be paid to the Board.
Harmonized Sales Tax (H.S.T)	The Tenant shall be responsible for paying all H.S.T. and other applicable taxes on all amounts payable under the Lease.
Net Lease	As in the Existing Lease, the Lease is a carefree and absolutely net lease to the Landlord, except as expressly set out, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Leased Property, the contents, the use or occupancy thereof, or the business carried on therein. The Tenant shall pay all charges, impositions, costs and expenses of every nature and kind, extraordinary, as well as ordinary and foreseen as well as unforeseen, relating to the Leased Property.
Permitted Use	The Tenant shall use the Leased Property solely for the purposes of a typical restaurant/dining establishment which provides food and beverages (including alcoholic beverages) (the "Principal Permitted Use"), and as ancillary to the Principal Permitted Use, for the purpose of hosting special events including, but not limited to, televised professional and amateur sporting events, singles dating events, fashion shows, wine tasting and/or special food theme nights, televised cooking shows, and live entertainment, and for use as a supper club (collectively with the Principal Permitted Use, the "Permitted Uses"). The Tenant shall not use the Leased Property for any purpose whatsoever other than the Permitted Uses.

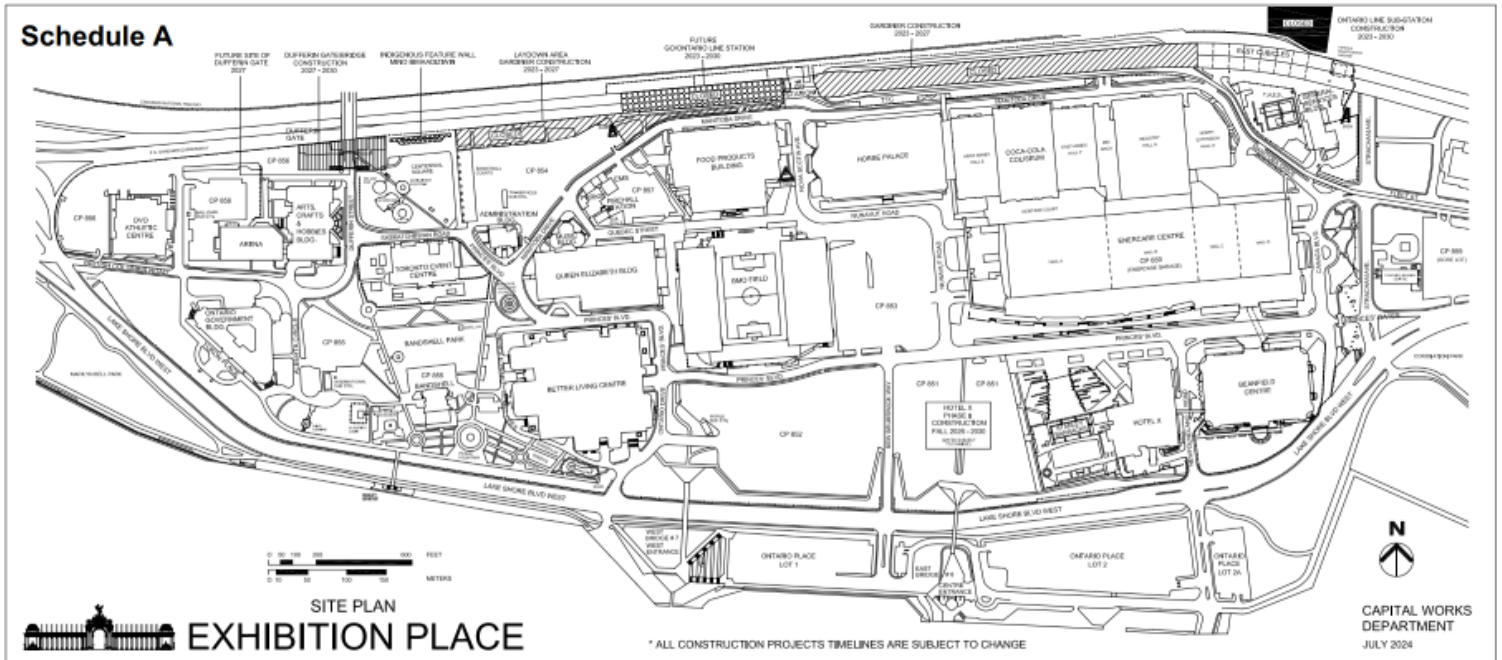
Landlord Early Termination Rights	At any time during the Term, the Landlord shall have the right, on at least six months' notice, to terminate this Lease if the Landlord determines, acting reasonably, that the proposed construction on the Lands of a parking facility or facilities in connection with the proposed Ontario Place redevelopment (the "Ontario Place Parking Facility") requires the demolition or material alteration of the Building, where such alteration would materially interfere with the Tenant's occupancy and operations at the Leased Property (the "Landlord's Termination Right"). The Landlord Termination Right only applies to the Ontario Place Parking Facility and does not apply to any other proposed development on the Lands. In the event the Ontario Place Parking Facility has been completed, and the Landlord has not exercised the Landlord Termination Right, the Landlord Termination Right shall thereafter be of no force and effect. The Landlord's Termination Right shall expire from and after January 1, 2031.
Tenant Early Termination Rights	At any time during the Term, the Tenant shall have the right to terminate this Lease, on no less than three months' notice, in either of the following circumstances: a. if the construction or operation of the Ontario Place Parking Facility causes a reduction or elimination of available parking areas in the vicinity of the Leased Property that materially interferes with the Tenant's operations at the Leased Property, or causes a material interference with access to the Leased Property by the Tenant, its customers or invitees for a material period of time; or b. if the construction or operation of the proposed north-south corridor between Exhibition terminal on the under-construction Ontario Line and Ontario Place / the waterfront (the "Last Mile Connection") causes a reduction or elimination of available parking areas in the vicinity of the Leased Property that materially interferes with the Tenant's operations at the Leased Property, or causes a material interference with access to the Leased Property by the Tenant, its customers or invitees for a material period of time (collectively, the "Tenant's Termination Right"). If the Tenant elects not to exercise the Tenant's Termination Right in a situation where it applies, the Tenant will release and indemnify the Landlord, the Board, and those for whom they are responsible at law, from any liability, costs, claims or damages with respect to the Ontario Place Parking Facility or Last Mile Connection, as applicable.

Assignment	The agreement between the Board and Tenant shall not be assigned by either party without the consent of the other party, not to be unreasonably withheld.
Parking Facilities	The Landlord will provide up to a maximum of thirty (30) parking passes to Exhibition Place at no charge for the Tenant's permanent full-time staff to access parking facilities on the Lands to be designated by the Landlord from time to time. Those parking passes will be effective except during any periods when the Landlord is entitled to close the Lands or restrict, interfere with or interrupt access to the Lands or the Building, when parking passes may be restricted and/or purchased at prescribed rates. The Landlord will use its reasonable best efforts to provide a sufficient inventory of parking spaces to the patrons of the Tenant's operations at the Leased Property at the daily rates for parking that are approved by the Landlord from time to time. The Landlord will use its reasonable best efforts to provide a sufficient inventory of parking spaces to provide storage for valet parking for the patrons of the Tenant's operations at the Leased Property (the "Valet Parking Spaces") and will, acting reasonably, work with the Tenant in an effort to make the inventory of Valet Parking Spaces available at 50% of the regular posted parking rates approved by the Landlord from time to time. The Tenant acknowledges that if a reduced parking rate is available in respect of the Valet Parking Spaces, it shall be available only if, and to the extent, the Valet Parking Spaces are, in fact, used for valet parking. 1) The Tenant shall be entitled, at no charge, to the exclusive use for the Tenant's patrons of the sixteen (16) parking spaces located in the parking lot near the Leased Premises (the "Restaurant Lot"). The Tenant and its patrons shall have no use of the Restaurant Lot during those periods of time in each Lease Year beginning four (4) days before the commencement of each of the following events, and ending two (2) days following the end of each such event: (a) each Landlord Event that uses the adjoining Bandshell stage and Bandshell Park area; (b) the CNE; (c) the Toronto Festival of Beer; and (d) any other events that use the adjoining Bandshell stage and Bandshell Park area, provided the Landlord has advised the Tenant of each such event no less than three (3) months prior to the commencement date of such event.

	In any of the foregoing events, the Landlord will provide sixteen (16) parking spaces, at no charge, for the exclusive use of patrons of the Tenant's restaurant/dining facility, in a location as close to the Leased Property as the Landlord determines is feasible, acting in a commercially reasonable manner. 2) If the Last Mile Connection requires the partial or complete closure of the Restaurant Lot and other parking lots in the vicinity of the Leased Property, provided the Tenant does not exercise the Tenant's Termination Right, the Landlord will provide sixteen (16) parking spaces, at no charge, for the exclusive use of the Tenant's patrons, in a location as close to the Leased Property as the Landlord determines is feasible, acting in a commercially reasonable manner.
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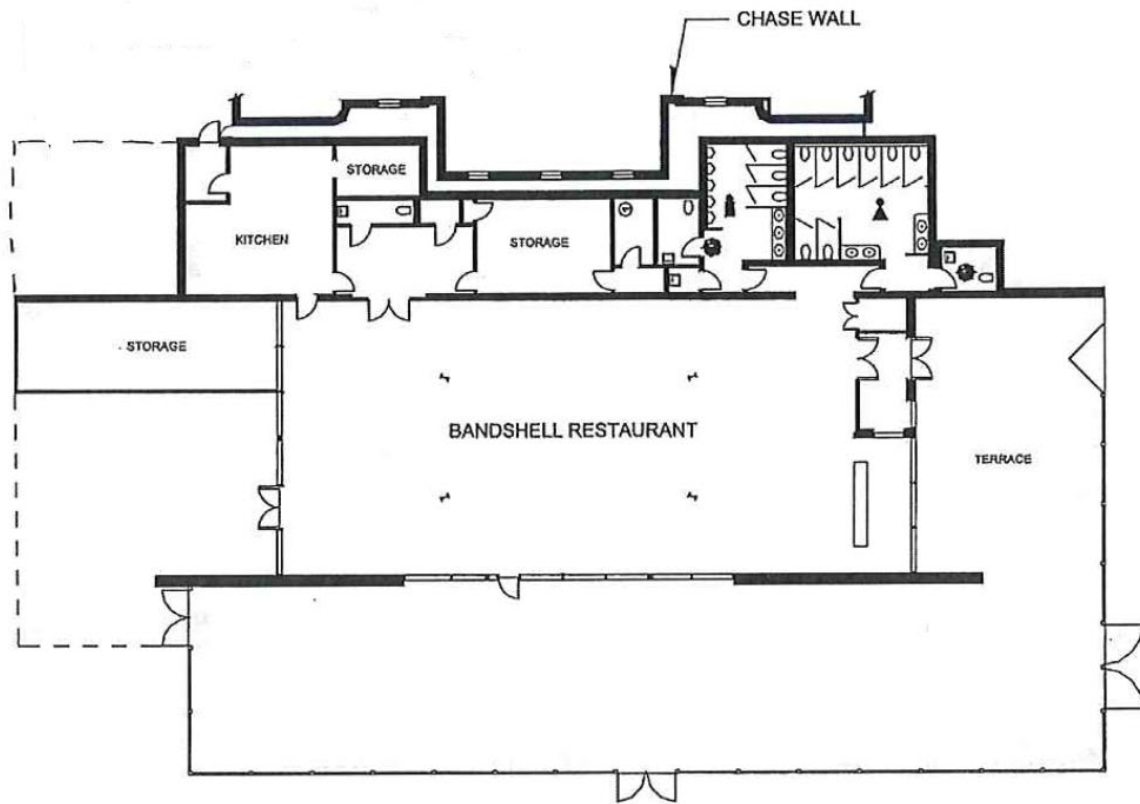
SCHEDULE "A"

Site Plan of Exhibition Place



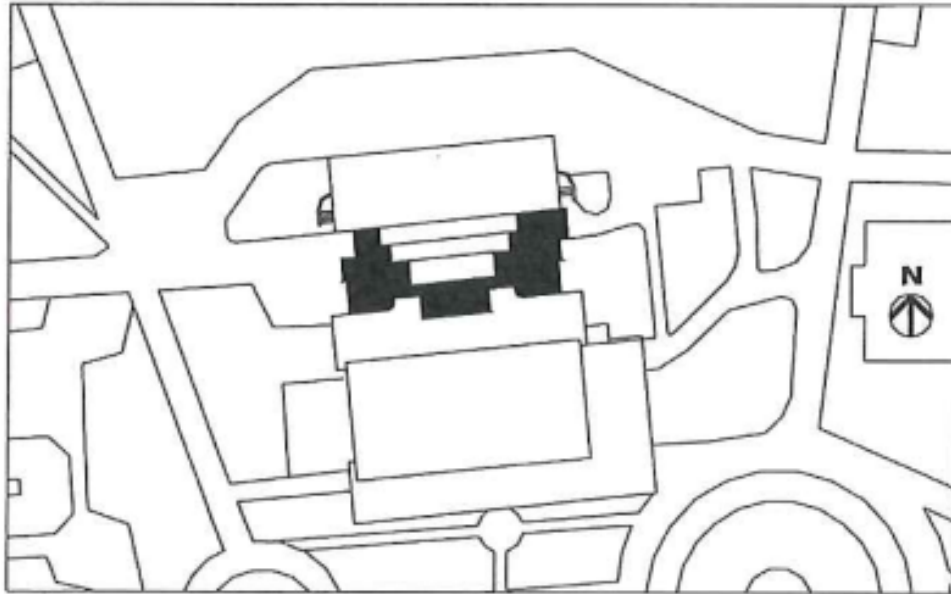
SCHEDULE "B"

Leased Property

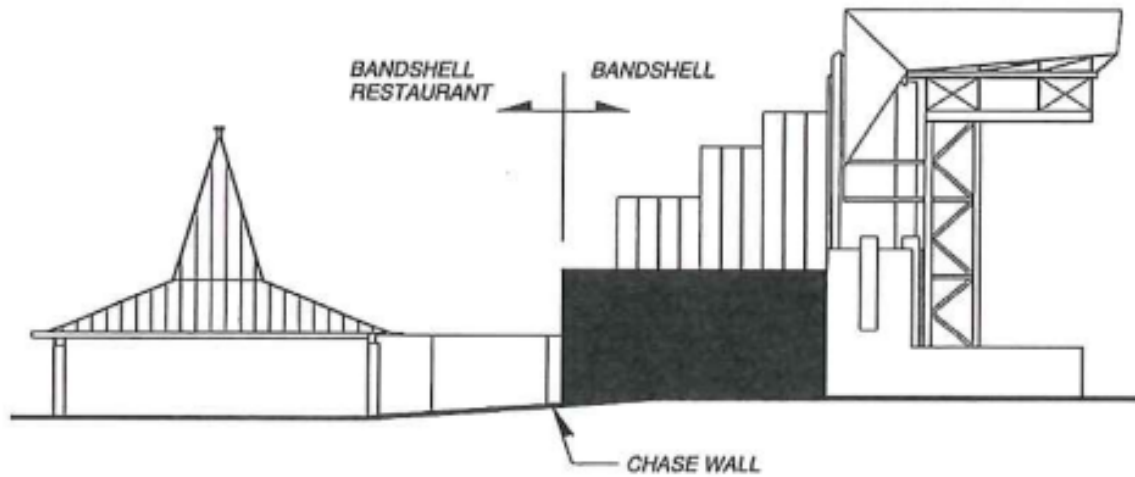


SCHEDULE "B1"

Bandshell Stage Roof



BANDSHELL - SITE



BANDSHELL - EAST ELEVATION

SCHEDULE "C"

Landlord's Events

EVENTS	FACILITY / LOCATION	MOVE-IN	EVENT	MOVE-OUT	EVENT DAYS	INTERRUPTED
Bike for Brain Health	Parking, Heritage Court and various rooms in ECC	May 28	June 2	June 2	1	1
Ontario Honda Dealers Indy Toronto	Grounds-wide Closures	June 17	July 18 - 21	July 30	4	4
Toronto Caribbean Carnival	Grounds Closure / Lakeshore	July 23	August 1 - 3	August 4	3	3
TOTAL DAYS IN USE					8	8

SCHEDULE "D"

Restaurant Lot

