

THIS LEASE is dated as of the 27th day of May 2004.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT.

B E T W E E N:

**J.A.S. Robertson Building Ltd.**  
a company incorporated under the laws  
of the Province of Ontario

(hereinafter called the "Landlord"),

OF THE FIRST PART;

A N D:

**The 215 Centre for Social Innovation**

(hereinafter called the "Tenant"),

OF THE SECOND PART.

In consideration of the covenants and agreements hereinafter contained, the Landlord and Tenant hereby agree together as follows:

**ARTICLE 1  
LEASE AND TERM**

**1.01 LEASED PREMISES**

The Landlord leases to the Tenant the premises (the "Leased Premises") designated as **Suite 120** (building will reserve 120 – 140 to be used as suite numbers for sub-tenants )located on the **1st** floor of the building (the "Building") at 215 Spadina Avenue, Toronto, Province of Ontario, comprising of a Rentable Area of approximately **4847** square feet (which includes a 6.1% gross up to include the Tenant's share of Common Areas and Facilities), as outlined in black on Schedule "A" attached hereto. The precise Rentable Area of the Leased Premises shall be determined by the Landlord's architect, engineer or surveyor, whose decision shall be final and binding and the Base Rent shall be readjusted if necessary.

**1.02 TERM**

The term of this lease shall be **Five (5)** years (the "Term") commencing the **1st** day of **June, 2004**, and ending on the **31st** day of **May, 2009**.

**1.03 EXTENSION**

Upon at least six (6) months' written notice by the Tenant to the Landlord prior to the expiry of the Term, and provided the Tenant is not and has never been in default under the terms of the lease, the Tenant shall have one (1) option to extend for one (1) further term of **Five (5)** years on the same terms and conditions in an "as is / where is" condition, save and except for free rent, inducements and the rental rate which shall be determined by mutual agreement between the Landlord and the Tenant based on the then current market rental rates. In the event they cannot agree upon the rent by no later than thirty (30) days prior to the expiry of the term, then this option shall be at an end. There shall be no further right of extension.

**1.04 CONDITION OF LEASED PREMISES**

The Tenant accepts the Leased Premises in "as is/where is" condition. The Tenant will, at its own expense, complete in a good and workmanlike manner any work designated as Tenant's Work in Schedule "B" attached hereto. The Landlord shall not be required to do any work within the Leased Premises except as may be set out in Schedule "B" attached hereto.

**ARTICLE 2  
PARKING**

**2.01 PARKING**

The Landlord shall provide to the Tenant the use of **Zero(0)** unreserved parking space(s) in the Building's parking facilities on a monthly basis, subject to all the rules and regulations from time to time imposed by the Landlord or the Landlord's agent in respect of such parking facilities. The Tenant will pay the prevailing fee applicable from time to time for use of the parking space(s), such amount to be added to and to form part of and to be paid on the same dates as the Rent hereunder. The Tenant acknowledges that the current rate for each parking space is \$ **n/a** per month plus applicable taxes.

**ARTICLE 3  
RENT**

**3.01 RENT**

The Tenant covenants and agrees to pay to the Landlord yearly and every year Base Rent and Additional Rent payable monthly, in advance, on the first day of each month during the Term as rent each of the following (herein called "Rent"):

(a) **BASE RENT**

The Tenant shall pay Base Rent of **\$87,246.00** yearly by monthly instalments of **\$7,270.50**, (exclusive of

Tenant	Landlord

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the Goods and Services Tax payable).

(b) **ADDITIONAL RENT**

The Tenant shall pay as Additional Rent monthly:

- (i) charges for hydro; (section 4.02);
- (ii) Operating Costs as that term is defined in section 4.07 hereof;
- (iii) Taxes as that term is defined in section 4.01 hereof; and
- (iv) such other monies, costs or charges as are required to be paid by the Tenant under this lease.
- (v) The Tenant acknowledges that if the current tax system should be altered so that the realty taxes otherwise payable by the Landlord are increased as a result of a new tax or new tax component, howsoever styled, then such new tax shall be allocated to the Tenant by the Landlord, acting reasonably, and the Tenant covenants and agrees to pay such amount forthwith upon demand as Additional Rental. If the Tenant is in default in the payment of any amounts to be paid by the Tenant pursuant to this Lease, such amounts shall, if not paid when due, shall be collectable by the Landlord as Rent in arrears.

**3.02 DEPOSIT**

The Landlord acknowledges receipt of a deposit in the amount of **\$15,558.87** to be held by the Landlord without interest to be applied as follows:

(a) **ADVANCE RENT**

**Seven thousand seven hundred and seventy-nine dollars and forty-four cents (\$7,779.44)** being Advance Rent to be applied on account of the first month's Base Rent and Additional Rent as they fall due; and

(b) **SECURITY DEPOSIT**

**Seven thousand seven hundred and seventy-nine dollars and forty-four cents (\$7,779.44)** being a Security Deposit to be held without interest as security for the faithful performance by the Tenant of the terms, covenants and conditions of the lease. At the Landlord's sole option, all or a portion of such Security Deposit may be applied in the Landlord's discretion to remedy any default by the Tenant under the lease. If the Landlord draws moneys from the Security Deposit for the purpose of remedying any default of the Tenant, the Tenant shall, at the request of the Landlord, pay forthwith to the Landlord the amount of money required to replace the moneys so drawn by the Landlord. The Tenant shall be in default of this lease if the amount due is not paid. The Landlord shall return to the Tenant forthwith after the expiry of this lease any portion of the said Security Deposit remaining. If the Landlord sells its interest in the Building containing the Leased Premises the Landlord shall have the right to transfer the Security Deposit to the purchaser and the Landlord shall be discharged from all liability to the Tenant with respect to the said Security Deposit.

**3.03 RENT PAST DUE**

If the Tenant fails to pay any Rent or any other amount when due by the Tenant under this lease, such unpaid amounts shall bear interest, payable as Additional Rent, from the due date thereof to the date of payment at a rate per annum equal to the greater of prime plus 10% and 18%, calculated and compounded monthly but in no event shall interest charged exceed the maximum rate permitted by law. Any cheque of the Tenant returned to the Landlord because of insufficient funds or for any other reason shall be immediately replaced by a certified cheque delivered to the Landlord together with an administration fee of \$50.00 payable as Additional Rent on demand. "Prime" shall mean the lending rate charged by the Landlord's bank to its best commercial customers for loans.

**3.04 PRE-AUTHORIZED PAYMENT OF RENT**

The Tenant shall fill out and deliver to the Landlord a **pre-authorized debit (PAD)** enrolment/authorization form in the amount of the monthly instalment of Base Rent together with the Landlord's reasonable estimate of the monthly instalment of Additional Rent. In the event of any change in such estimates, the Landlord will inform the Tenant at least 30 days in advance.

**ARTICLE 4  
TAXES, UTILITIES AND SERVICES**

**4.01 TAXES**

(a) **GOODS AND SERVICES TAX**

The Tenant shall pay to the Landlord the Goods and Services Tax applicable to Base Rent and Additional Rent which shall not constitute rent but shall be collectible as if Rent in arrears hereunder.

(b) **BUSINESS TAXES**

The Tenant shall be responsible to pay its own business taxes (if any).

(c) **TAXES**

(i) The Tenant shall pay as Additional Rent directly to the taxing authorities or to the Landlord if the Landlord so directs within the time stipulated for payment all taxes as hereinafter defined ("Taxes") that are imposed, levied, rated, charged or assessed on or in respect of or against all or part of the Leased Premises and if payment is made directly to the taxing authority as directed by

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the Landlord the Tenant shall promptly deliver evidence that such Taxes have been paid in full.

- (ii) In the event there are no separate real property tax bills for the Leased Premises, the Landlord shall be entitled to allocate to the Leased Premises a portion of the Taxes, such allocation to be reasonably given or in the alternative the Landlord shall be entitled to calculate the Tenant's proportionate share of Taxes to be paid utilising the Rentable Area of the Leased Premises as a numerator and the total leasable area of the Building as a denominator. Prior to said allocation being calculated, the Taxes shall be adjusted as if the Building were 100% occupied and operational for the entire operating year prior.
- (iii) The Landlord shall be entitled to estimate on a reasonable basis the amount of Taxes to be paid by the Tenant each year and such estimate shall be delivered in a statement by the Landlord to the Tenant in reasonable detail at the commencement of the Term and thereafter at the commencement of each year. The Tenant covenants and agrees to pay to the Landlord as Additional Rent on the first day of each and every month 1/12 of the Landlord's estimate of the total amount payable by the Tenant pursuant to this section. From time to time the Landlord shall be entitled to re-estimate the total amount owing for such year and may notify the Tenant of the re-estimate and adjust the monthly instalments for the remainder of such year. As soon as reasonably practical each year or soon thereafter as possible, the Landlord will provide the Tenant with a statement showing the calculation of the total amount and the Tenant shall pay to the Landlord any balance owing after receiving credit for instalments paid based on the previous estimate or estimates. If the Tenant has paid more than the total amount, the Landlord will refund the overpayment to the Tenant without interest. If the Tenant has under paid such amount then the Tenant shall forthwith pay the required amount to the Landlord as Additional Rent. Neither party may claim a readjustment in respect of the amount paid or payable by the Tenant on account of Taxes based upon an error of estimation, determination, calculation or allocation unless claimed in writing before one year after the end of such lease year as the claim relates to.

Taxes shall mean all taxes, rates, duties, charges, assessments and impositions, levies, local improvements and license fees imposed by any federal, provincial, metropolitan or municipal government including without limitation any school boards and commissions, levied or assessed against the Building and lands upon which the Building is situate or any part thereof including the lands and all improvements thereon and shall include any replacement or successor taxes similar to the above and any new taxes not currently in existence, and Taxes shall also include an amount equal to all goods and services taxes, sales taxes, value-added taxes or any other taxes imposed on the Landlord with respect to this Lease howsoever characterised as well as include capital tax and large corporation tax. Capital taxes shall mean an imputed amount presently or hereinafter imposed from time to time upon the Landlord and payable by the Landlord (or by any corporation acting on behalf of the Landlord) which is levied or assessed against the Landlord on account of its ownership of the Building.

**4.02 HYDRO SERVICES**

The Tenant shall pay as Additional Rent monthly a charge for hydro consumption either on the basis of a separate meter for the Leased Premises or as reasonably estimated by the Landlord. In the event that the Landlord requires the installation of a separate meter, it shall be installed at the cost of the Tenant. The Landlord shall replace at the cost of the Tenant all electrical light bulbs, tubes and ballasts on the Leased Premises whenever necessary.

**4.03 HEATING**

The Landlord shall provide heating of the Leased Premises to an extent sufficient to maintain a reasonable temperature therein at all times during normal business hours (which hours shall be, until changed by the Landlord by notice in writing to the Tenant, from 8:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive, except for holidays), except during the making of repairs; but should the Landlord make default in doing so, it is not liable for indirect or consequential damages or damages for personal discomfort or illness or damages of any kind.

**4.04 INTERRUPTION OF UTILITIES**

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents, or invitees, or to the Leased Premises, or to any property of the Tenant or anyone else, or for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind caused by or arising from interruption or failure in the supply of any utility to the Leased Premises or elevator service.

**4.05 ELEVATOR SERVICE**

The Landlord shall furnish, except when repairs are being made, elevator service during normal business hours subject to the rules and regulations; and to permit the Tenant and its employees to have the free use of the elevator service in common with others, but the Tenant and all other persons using the service do so at their sole risk and under no circumstances is the Landlord responsible for damage or injury happening to any person while using the elevator or occasioned to any person by any elevator or any of its appurtenances.

**4.06 JANITORIAL SERVICE**

The Landlord shall employ janitors and cleaners to keep the Common Areas and Facilities reasonably clean.

**4.07 OPERATING COSTS**

- (a) For the purposes of this section Operating Costs shall mean the total of all expenses, costs, fees, rentals, disbursements and outlays of every kind paid, payable or incurred by or on behalf of the Landlord in the

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complete maintenance, repair, operation, replacement, administration and management of the Building and lands upon which the Building is situate including without limitation sidewalks, passage ways, tunnels, as determined by the Landlord from time to time and without limiting the generality of the foregoing shall include:

- (i) the cost of indoor and outdoor cleaning (including cleaning of all glass and windows and janitorial services referred to in section 4.06 hereof);
- (ii) the cost of snow and ice removal and garbage and waste collection and disposal;
- (iii) the cost of replacing building standard electric, fixtures, ballasts, tubes, starters, lamps and light bulbs;
- (iv) the cost of maintaining and replacing gardening and landscaping;
- (v) the cost of inspecting, operating, maintaining, servicing, repairing and replacing all systems in and repairs and replacements to the structure of the Building;
- (vi) the cost of providing water both hot and cold, electric light and power, telephone, steam, gas, sewage disposal and any other utilities and services;
- (vii) the cost of providing Building security and supervision;
- (viii) the cost of maintaining and replacing signs and directory boards;
- (ix) the cost of all Landlord's insurance for or against liability, fire, extended perils, lost rent, elevator liability, plate glass, boilers, machinery, sprinkler leakage and all other such risks, casualties and losses as the Landlord may choose to insure against;
- (x) accounting costs incurred in connection with the maintenance, repair, operation, administration and management of the Building including the cost of preparing statements;
- (xi) the fair value rental (having regard to rentals prevailing from time to time for similar space) of space used by the Landlord in connection with the maintenance, repair, operation, administration and management of the Building;
- (xii) the cost of professional fees incurred by the Landlord in contesting or appealing any Taxes;
- (xiii) Landlord's management fees or management agent fees and administrative charges of any management company;
- (xiv) the amount of all salaries, wages and fringe benefits paid to or for employees, managers and superintendents to the extent that they are employed by the Landlord in connection with the maintenance, repair, operation, administration and management of the Building or any part thereof and the amounts paid to independent contractors for any services in connection with the maintenance, repair, operation, administration and management of the Building or any part thereof;
- (xv) the cost of architects, engineers, surveyors and other consultants retained by the Landlord;
- (xvi) the cost of supplies, tools, equipment and materials used in connection with the maintenance, repair, operation, administration, management and caretaking of the Building;
- (xvii) depreciation of the cost of machinery, equipment, facilities, systems and property used in connection with or installed in connection with the Building; and
- (xviii) such other costs as may be incurred by the Landlord from time to time with respect to the repair, operation, administration and management of the Building or any part thereof.

(b) The Tenant covenants and agrees to pay to the Landlord throughout the Term and any extensions thereof as Additional Rent the Tenant's proportionate share of Operating Costs. Proportionate share shall be determined in accordance with the definition contained in section 4.01 Prior to the beginning of each lease year or as soon as possible thereafter, the Landlord will estimate Operating Costs for such lease year or part thereof on a reasonable basis and will notify the Tenant of its proportionate share of Operating Costs. The Tenant will pay to the Landlord without prior demand as Additional Rent its proportionate share of estimated Operating Costs in equal monthly instalments in advance on the first day of each and every month during the term. From time to time the Landlord acting reasonably may re-estimate Operating Costs for such year and may notify the Tenant of the re-estimated amount and adjust the monthly instalments for the remainder of such year. When all information necessary to calculate the actual Operating Costs becomes available after the end of each such year, the Landlord will provide the Tenant with a statement of Operating Costs and advise the Tenant of any re-adjustment required. If the Tenant has paid more than its proportionate share of Operating Costs the Landlord will refund the overpayment to the Tenant. If the Tenant has paid less than its proportionate share of Operating Costs, the Tenant will pay the difference to the Landlord as Additional Rent forthwith upon demand. Neither party may claim a readjustment of Operating Costs based on an error of estimation, determination or calculation unless claimed in writing for one year from the date when the final statement was delivered from the Landlord for the year to which the

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claim relates. If the Tenant occupies the Leased Premises for a portion of a year then Operating Costs shall be calculated on a per diem basis based on a period of 365 days.

- (c) The items of Operating Costs which vary with the use and occupancy of rentable premises in the Building (which shall include, without limitation, items such as cleaning costs, garbage removal and utility costs) shall be adjusted and calculated to what they would have been in the Landlord's reasonable estimation if the Building were 100% occupied and operational for the entire operating year, and such adjusted amount included in the Operating Costs.

**ARTICLE 5  
USE OF LEASED PREMISES**

**5.01 USE**

The Tenant shall use the Leased Premises only for the purpose of **administration** and for no other purpose. The Tenant is responsible for satisfying itself that the City of Toronto zoning by-laws permit such use and for obtaining any required occupancy permit. The Tenant shall comply with all applicable laws, by-laws and regulations. The Tenant agrees not to utilise the Leased Premises in any manner which, in the Landlord's opinion, would bring the Building into disrepute or create a nuisance to any other occupants of the Building.

**ARTICLE 6  
TENANT'S BEHAVIOUR**

**6.01 RULES AND REGULATIONS**

The Tenant agrees to comply with the Rules and Regulations of the Building contained in Schedule "C" attached hereto which may be amended from time to time. The Rules and Regulations form a part of this lease and the remedies available to the Landlord for enforcement thereof shall be the same as for enforcement of any other provision of this lease.

**6.02 SIGNS**

The Tenant will not display any signs in the Leased Premises or the Building except in compliance with all by-laws and with the prior written consent of the Landlord which shall be given in the Landlord's sole discretion. The Landlord shall at the Landlord's expense add the Tenant's name to the Building Directory Board located in the front lobby.

**ARTICLE 7  
QUIET ENJOYMENT**

**7.01 QUIET ENJOYMENT**

The Landlord covenants with the Tenant that upon the Tenant paying the rent reserved and performing the covenants on its part to be performed, the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it.

**ARTICLE 8  
ADDITIONAL AREAS AND FACILITIES**

**8.01 USE OF COMMON AREAS AND FACILITIES**

The Tenant shall have the right to the use of the Common Areas and Facilities of the Building for itself and its invitees in common with the Landlord, other tenants, and their invitees for the purpose of access to the Leased Premises, but subject to and in accordance with this lease and the Rules and Regulations attached hereto. The regulation and management of the Common Areas and Facilities shall be under the exclusive control of the Landlord.

**8.02 ALTERATION OF COMMON AREAS**

The Landlord may from time to time effect changes, alterations, expansions, reductions, replacements or repairs to all or any part of the Common Areas and Facilities and the Building. In so doing, the Landlord shall not disturb the operation of the Tenant's business any more than is reasonably necessary in the circumstances, but shall not be liable for any damages whether direct, indirect or consequential to any person or property in respect of any temporary interference with or denial of access during the performance of such work, or in any other way in respect of the performance of such work, or for failure to perform such work, or for any interference with the business of the Tenant while any portion of the Common Areas and Facilities is in need of repair, inoperable or otherwise not in its normal operating condition. The Landlord shall at all times ensure that any such change or event does not prevent reasonable access to the Building, notwithstanding that portions of the parking areas, common walkways, enclosed common areas or other portions of the Common Areas and Facilities may be reduced or eliminated as a consequence of any change or event.

**8.03 RELOCATION**

The Landlord has the right at any time during the Term of this lease or any renewal or extension thereof, upon sixty (60) days' written notice, to relocate the Tenant to other premises in the Building (the "Relocated Premises"), and in such event the following terms and conditions shall apply:

- (a) the Relocated Premises shall contain approximately the same Rentable Area as the Leased Premises;
- (b) the Landlord shall provide at its expense leasehold improvements in the Relocated Premises at least equal to those contained in the Leased Premises at the time of relocation. In addition, the Landlord shall be responsible for the reasonable costs of moving the Tenant's trade fixtures, goods, chattels, furniture and furnishings from the Leased Premises to the Relocated Premises, but such cost shall include only the cost

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of the physical movement of such things and the Landlord shall not be responsible for any other costs incurred by the Tenant in respect of the Relocated Premises, nor shall the Landlord be liable for any direct or indirect costs, business interruption, consequential losses or damages, or any other costs, losses or damages occasioned by the interruption of the Tenant's business;

- (c) upon the relocation taking place, the Relocated Premises shall be deemed to be the Leased Premises and all other terms and conditions of this lease shall apply to the Relocated Premises except as are inconsistent with the terms and conditions of this lease and provided that Base Rent and Additional Rent shall be adjusted if necessary to reflect the Rentable Area.

**ARTICLE 9  
MAINTENANCE, REPAIRS AND ALTERATIONS**

**9.01 TENANT'S MAINTENANCE AND REPAIR**

The Tenant shall at all times at its own expense keep the Leased Premises and its contents in a neat, clean and tidy condition, painted and decorated, and in good and substantial repair. The Tenant shall make all needed repairs and replacements thereto (except for repairs and replacements which the Landlord must make under section 9.05 or Article 11) and perform all necessary painting, decoration, redecoration, repairs, and replacements with due diligence and dispatch.

**9.02 LANDLORD'S APPROVAL**

The Tenant shall not make any repairs, alterations, replacements or improvements to the Leased Premises without obtaining the Landlord's prior written approval, which approval may be unreasonably or arbitrarily withheld, or may be given on such conditions as the Landlord reasonably imposes.

The Landlord shall be entitled to approve any contractors to be utilised by the Tenant in performing any work in the Leased Premises and if any such work affects the base building systems, floors, brickwork or wooden posts in any manner, the Landlord shall be entitled to require the Tenant to utilise its contractors.

**9.03 INDEMNITY**

The Tenant shall indemnify the Landlord against any claims, including all claims for personal injury or property damage arising out of the conduct of work by or through any act or omission of the Tenant or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Tenant, and against all costs, counsel fees, expenses and liabilities incurred from any claim or any action or proceeding brought thereon. Any work shall be performed only by competent persons whose labour affiliations are compatible with those of others employed by the Landlord or its contractors and who are approved by the Landlord in writing.

**9.04 ENTRY**

The Landlord and persons authorised by it may enter the Leased Premises at all reasonable times to examine the condition thereof and the Tenant shall promptly repair in accordance with notice in writing given by the Landlord. The Landlord and persons authorised by it may enter the Leased Premises at all reasonable times, and at any time in case of emergency, for the purpose of effecting changes, repairs or alterations to any of the fixtures, equipment or systems contained in the Leased Premises or adjacent thereto, or for the purpose of access to other parts of the Building, and may install fixtures, equipment and systems in the Leased Premises for service to the Leased Premises or other parts of the Building. In so doing, the Landlord shall interfere as little as possible with the Leased Premises and the business of the Tenant, but shall not be liable to the Tenant with respect to any interference.

**9.05 LANDLORD'S REPAIRS**

Subject to Article 11 and subject to the Landlord's right to charge the Tenant for such costs as provided herein, the Landlord shall make structural repairs to the roof, foundations, exterior walls, structural floor, columns and bearing walls supporting or surrounding the Leased Premises, all the Common Areas and Facilities therein and the plumbing, sewage and electrical systems therein except to the extent that they are located on the Leased Premises or in areas occupied by other lessees, and shall service and repair the elevators. Such costs shall be borne by the Tenant if the costs have been incurred as a result of the Tenant's act or omission. The Landlord shall effect any repairs for which it is responsible expeditiously in the circumstances, but shall not be liable for any damages, whether direct, indirect, or consequential, to any person or property in respect of any non-repair or for failure to carry out repairs. Subject to Article 11, there shall be no abatement of rent until the completion of or during the performance of repairs.

**9.06 LIENS**

The Tenant shall not permit during the Term hereof any construction liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attached to the Leased Premises or the Building, and that whenever any lien attaches or claim therefor is filed, within ten (10) days after the Tenant has notice of the claim for lien to procure the discharge thereof by payment or by giving security or in such manner as is or may be required or permitted by law; failing which the Landlord, in addition to any other rights or remedies it may have hereunder, may, but shall not be obligated to, cause such claims to be discharged by payment to the claimant, payment into court, or otherwise and the Tenant shall pay the Landlord's costs and expenses thereof, together with fifteen per cent on account of the Landlord's overhead and supervision.

**9.07 PERFORMANCE BY LANDLORD**

If the Tenant fails to expeditiously perform any duty for which it is responsible under this Article, or if the Landlord so elects, the Landlord may perform any such duty and the Tenant shall pay the Landlord's costs and expenses thereof forthwith on their being incurred, together with fifteen percent on account of the Landlord's overhead and supervision.

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**ARTICLE 10  
INSURANCE**

**10.01 TENANT'S INSURANCE**

- (a) The Tenant shall, throughout the Term hereof keep in full force and effect at its sole cost and expense in the names of the Tenant and the Landlord (and, if requested by the Landlord, the Landlord's mortgagees) the following insurance:
  - (i) all risks property insurance covering the Tenant's property located within the Building, including stock in trade, inventory, furniture, fixtures, leasehold improvements and trade fixtures in the amount equal to the full replacement cost thereof;
  - (ii) insurance against explosion, rupture or failure of boilers, pressure vessels or equipment owned by the Tenant;
  - (iii) liability insurance against claims for personal injury liability, death or property damage occurring upon, in or about the Leased Premises, including personal liability, liability assumed by contract, Tenant's legal liability, and non-owned automobile liability. Such policy shall have a limit of not less than \$2,000,000 in respect of any one occurrence and not less than \$1,000,000 for injury or death to a single person and not less than \$1,000,000 in respect of any single instance of property damage, and shall provide for cross liability and severability of interests and that it is primary insurance and will not call into contribution any other insurance available to the Landlord or its mortgagees; and
  - (iii) such other types of insurance, or such greater amounts or additional risks with respect to insurance of the types set out above, as would be carried by a prudent Tenant and as the Landlord and its mortgagees may from time to time reasonably require.
- (b) All the foregoing policies shall be kept in good standing and in full force and effect at all times throughout the Term, shall be reviewed annually by the Tenant to ensure that they are up to date, and shall be in a form and with insurers acceptable to the Landlord. All the foregoing policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall obtain undertakings to the Landlord from its respective insurers that none of the foregoing policies shall be cancelled or allowed to lapse or materially changed, as against the Landlord or its mortgagees until at least thirty (30) days written notice has been given to the Landlord and its mortgagees to that effect.
- (c) If the Tenant fails to take out any of the foregoing insurance, or permits any such insurance to lapse, or fails to put such insurance in good standing promptly after the Landlord or its mortgagees have received notice of an intended cancellation or lapse and have notified the Tenant thereof, the Landlord or its mortgagees may place such insurance on the Tenant's behalf and the premiums payable for such insurance shall be payable by the Tenant to the Landlord or its mortgagees forthwith.

**10.02 COMPLIANCE WITH LANDLORD'S INSURANCE**

The Tenant agrees that it shall not do or omit or permit to be done or omitted anything upon the Leased Premises which will cause any increase in the insurance premiums or the cancellation of any insurance policy of the Landlord. In the event any increase in premiums is caused by any breach of the foregoing, or by any other activity of the Tenant, or anyone permitted by the Tenant, the Tenant shall pay such increase to the Landlord forthwith on demand. If any insurance policy shall be cancelled or the coverage reduced or a threat of cancellation or reduction of coverage shall be made by reason of anything arising out of the use and occupation of the Leased Premises, whether or not the first sentence of this section has been complied with, and if the Tenant fails to forthwith remedy the condition giving rise to such cancellation, reduction or threat, upon notice thereof by the Landlord, the Landlord may enter the Leased Premises and remedy the condition at the sole cost and expense of the Tenant, and in addition or in the alternative, the Landlord may exercise any other remedies provided in this lease or by law for default by the Tenant without further notice, any other provision in this lease notwithstanding.

**10.03 LOSS OR DAMAGE**

The Landlord, its contractors, agents and employees shall not be liable for any death, injury, or damage to or loss of property, of the Tenant, its employees, agents, or invitees occurring in or about the Leased Premises or the Building, whether or not such death, injury, damage or loss resulted from the negligent act or omission of the Landlord, its contractors, agents or employees or other persons for whom it may be responsible. The Tenant will indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses (including legal fees as between a solicitor and his own client and judicial or extra-judicial fees of advocates and notaries) in connection with loss of life, personal injury and/or damage to or loss of property arising out of any occurrence in or about the Leased Premises occasioned or caused wholly or in part by any act or omission of the Tenant or its invitees.

**10.04 LANDLORD'S INSURANCE**

The Landlord shall throughout the Term of this lease maintain insurance on the Building, its income therefrom, and the machinery, boilers, pressure vessels and equipment contained therein (other than insurance on any property which the Tenant is obliged to insure under the provisions of section 10.01 and other than any insurance which other tenants are obliged to maintain under the provisions of their leases) against damage by fire, explosion, rupture and such other perils and in such amounts and with such insurers as the Landlord may, in its sole discretion, determine. The Landlord shall carry liability insurance for injury, death and property damage in such amounts as it deems prudent. The Tenant shall not be an insured under the Landlord's policies, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their

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proceeds.

**ARTICLE 11  
DAMAGE**

**11.01 DAMAGE TO LEASED PREMISES**

If the Leased Premises or the Building, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:

- (a) if the damage or destruction renders the Leased Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within ninety (90) clear days from the happening of such damage or destruction, then the Term hereby granted shall, at the election of the Landlord by giving notice to the Tenant within thirty (30) days from the date of damage or destruction, cease from the date of damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Leased Premises to the Landlord, and the Rent from the time of the surrender shall abate;
- (b) If the Leased Premises can with reasonable diligence be repaired and rendered fit for occupancy within ninety (90) days from the happening of the damage or destruction, or, if the Landlord has elected to repair same, but the damage renders the Leased Premises wholly unfit for occupancy, then the Rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Leased Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
- (c) If the Leased Premises can be repaired within ninety (90) days as aforesaid, but the damage is such that the Leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

Apart from the provisions in this lease there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this lease, from any cause whatsoever.

**11.02 DAMAGE TO THE BUILDING**

In the event that 50% or more of the rentable area in the Building is damaged by any cause, and whether or not the Leased Premises are affected, the Landlord may at its option elect to terminate this lease by giving to the Tenant within thirty (30) days from the date of the damage, notice of termination requiring vacant possession of the Leased Premises sixty (60) days after delivery of the notice of termination and thereupon Rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date on which vacant possession is given and the Tenant shall deliver up possession of the Leased Premises to the Landlord in accordance with the notice of termination.

**11.03 TERMINATION ON RENOVATION OR DEMOLITION**

If at any time the Landlord shall have decided to renovate the Building to the extent that vacant possession of the Leased Premises is necessary or expedient, or to demolish the Building, the Landlord may terminate this lease by giving sixty (60) days notice in writing to the Tenant.

**ARTICLE 12  
FINANCING AND ASSIGNMENT BY LANDLORD**

**12.01 ACKNOWLEDGEMENT**

The Tenant shall at any time and from time to time upon not less than ten (10) days prior notice, execute and deliver, in a form supplied by the Landlord, a certificate and acknowledgement to any proposed mortgagee or purchaser or the Landlord certifying that this lease is in full force and effect (or if there have been amendments, that the lease is in full force and effect as amended and identifying the amending agreements), the commencement date and Term of the lease, the dates to which Rent and other charges have been paid and whether the Tenant has made any prepayments thereof, whether there is any existing default by the Landlord or Tenant or any set-offs or claims by the one against the other, whether there is any work remaining to be done by the Landlord within or to the Leased Premises, and shall provide evidence of the Tenant's financial standing in reasonable detail and such other information as the Landlord may reasonably request.

**12.02 SUBORDINATION**

This lease and all the rights of the Tenant hereunder are and shall at all times be subject and subordinate to any and all mortgages, trust deeds, charges, liens or other security instruments or rights granted or placed on the Building or any part thereof by the Landlord. Upon request of the Landlord from time to time, the Tenant shall within ten days of such request execute a certificate in confirmation of subordination as the Landlord may request.

**12.03 ATTORNMENT**

If any proceedings are brought for the foreclosure or other enforcement of any security held on the Building and upon the security holder duly entering into possession of the Building, or the portion thereof of which the Leased Premises form a part, the Tenant agrees to attorn to and become Tenant of such security holder and recognise such security holder as Landlord under this lease.

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**12.04 ASSIGNMENT BY LANDLORD**

In the event of a sale or lease by the Landlord of the Building or the portion thereof containing the Leased Premises, or the assignment by the Landlord of this lease or any interest thereunder the Landlord shall be freed and released from liability upon the covenants and obligations contained in this lease.

**ARTICLE 13  
ASSIGNMENT AND SUBLETTING BY TENANT**

**13.01 CONSENT TO ASSIGNMENT**

The tenant may not assign, sub-let, transfer, set over, mortgage, charge, hypothecate, create any security interest in, or part with possession of all or any part of the Leased Premises or of this lease premises or part thereof without the written permission of the Landlord. Such approval may be unreasonably or arbitrarily withheld. In the event that the Landlord does not approve the assignment, sub-let or transfer within 30 days of application, the Tenant may forewith request to be released from the obligations under this lease, to be effective within 60 days of the request, with respect to future obligations under this lease. The Tenant agrees to pay the reasonable legal fees of the Landlord's solicitor relating to the preparation of the Landlord's consent, and determination as to whether to give the consent.

In the event of any sub-letting by the Tenant by virtue of which the Tenant receives rent in the form of cash, goods, services or other considerations from the sub-tenant which is higher than the Base Rent payable hereunder to the Landlord of the premises so sub-let, the Tenant shall pay any such excess to the Landlord, in addition to all rent and other costs payable hereunder, for the period of time during which the said sub-tenant remains in possession of the premises sub-let to it.

If the Tenant herein shall receive from any assignee of this lease, either directly or indirectly, any consideration for the assignment of this lease, either in the form of cash, goods or services, the Tenant shall forthwith pay an amount equivalent to such consideration to the Landlord and same shall be deemed to be further Additional Rent hereunder. **Notwithstanding this provision the landlord agrees to forego the receipt of the additional consideration provided the tenant utilizes this additional revenue to benefit the centre and/or its tenants and be able to provide evidence of this.**

**ARTICLE 14  
DEFAULT**

**14.01 PROVISO FOR RE-ENTRY**

Proviso for re-entry by the said Landlord on non-payment of rent or non-performance of covenants. In addition, the Landlord shall have the right to distrain upon the goods of the Tenant for Rent in arrears.

**14.02 BANKRUPTCY**

If without the written consent of the Landlord the Premises are used by any person other than the Tenant, or for any purpose other than that for which they were let, or in case the Term or any of the goods and chattels of the Tenant are at any time seized in execution or attachment by any creditor of the Tenant, or the Tenant makes any assignment for the benefit of creditors or any bulk sale or becomes bankrupt or insolvent or takes the benefit of any Act for bankrupt or insolvent debtors, or if the Tenant is a corporation and an order is made for the winding-up of the Tenant, or other termination of its corporate existence, then this lease shall at the option of the Landlord cease and the Term immediately becomes forfeited and the then current month's rent and the next ensuing three (3) months' rent immediately become due and the Landlord may re-enter and take possession of the Leased Premises as though the Tenant or other occupant or occupants of the Leased Premises were holding over after the expiration of the Term without any right whatever.

**14.03 NON-WAIVER**

No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of any covenant, proviso or condition herein operates as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing. All rights and remedies of the Landlord contained in this lease are cumulative and not alternative.

**14.04 WAIVER BY TENANT**

The Tenant hereby waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and that notwithstanding any statute none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress for Rent in arrears.

**ARTICLE 15  
END OF TERM**

**15.01 EXPIRATION**

On the expiration of the Term hereby created, the Tenant shall surrender and yield up the Leased Premises to the Landlord in as good condition as the Tenant is required to maintain the Leased Premises throughout the Term and the Tenant shall deliver to the Landlord all keys to the Leased Premises and the Building. The Tenant shall, upon the written request of the Landlord, on any surrender of possession of the Leased Premises restore the Leased Premises to their original condition.

**15.02 SURVIVING OBLIGATIONS**

On any termination of this lease, the Tenant's right of possession shall cease and terminate, but the obligations of the parties with respect to payment of Rent or covenants, to the extent that they are still outstanding, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Tenant have any interest in or right to

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possession of the Leased Premises or any part of the Building after the termination of the lease.

**15.03 SHOWING PREMISES**

At any time in business hours during the last six months of the Term, the Landlord may show the Leased Premises to prospective tenants and for that purpose, the Landlord, its agents and prospective tenants may enter upon and inspect all parts of the Leased Premises. In addition, the Landlord may at any time during the Term show the Leased Premises to prospective mortgagees or purchasers of the Building, and for that purpose its and their agents and employees may enter upon and inspect all parts of the Leased Premises. In so doing, the Landlord shall interfere as little as possible with the Leased Premises and the business of the Tenant, but shall not be liable to the Tenant with respect to any interference.

**15.04 OVERHOLDING**

If the Tenant remains in possession of the Leased Premises after the end of the Term with the consent of the Landlord and without the execution and delivery of a new lease, there shall be no tacit renewal of the lease or renewal or extension of the Term, nor shall a tenancy from year to year be created, but notwithstanding any statutory provisions to the contrary, a monthly tenancy shall be created, which may be terminated by either party on one month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

- (a) one hundred and fifty per cent (150%) of the monthly instalment of Base Rent payable during the last year of the Term;
- (b) one twelfth of the amount of all other items of Rent set out in section 3.01 hereof, determined in the same manner as if the lease had been renewed for the year of which any such month is a part;

and otherwise upon the terms and conditions set out in this lease insofar as they are applicable.

**ARTICLE 16  
MISCELLANEOUS**

**16.01 CALCULATION OF RENTABLE AREA**

(a) "Rentable Area" means all the area occupied and is computed by measuring from the inside surface of the windows set in the outer building walls to the office side of corridors or other permanent partitions and to the centre of partitions which separate the Leased Premises from adjoining rentable areas without deduction for columns and projections and includes, washrooms, air-conditioning rooms, fan rooms, janitor's closets, electrical closets and other closets within and serving the Leased Premises exclusively, but does not include stairs and elevator shafts supplied by the Landlord for the use in common with other tenants, and flues, stacks, pipe shafts or vertical ducts with their enclosing walls within the Leased Premises, together with an additional two point three (6.1%) per cent of the area calculated as aforesaid representing the Tenant's share of the Common Areas and Facilities.

(b) "Common Areas and Facilities" means the areas of corridors, elevator lobbies, washrooms, air-conditioning rooms, fan rooms, janitor closets, telephone and electrical closets and other closets and such other areas as the Landlord may designate from time to time serving the Leased Premises in common with other leased premises.

**16.02 SUCCESSORS**

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord under Article 13.

**16.03 ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties and it is agreed that there is no agreement, warranty, representation or condition, (express, implied, collateral or otherwise) other than as set forth herein.

**16.04 SEVERABILITY OF CLAUSES**

If any term, article, section, subsection, paragraph, clause or subclause or any of the words contained in this lease shall be held wholly or partially invalid or unenforceable by any Court of competent jurisdiction, the Landlord and Tenant agree that the remainder of this lease shall not be affected by such judicial holding, but shall remain in full force and effect.

**16.05 CAPTIONS**

The captions, article and section names and numbers and table of contents appearing in this lease are for convenience of reference only, and in no way define, limit or describe the scope or intent of any portion of this lease and have no effect on its interpretation.

**16.06 NOTICES**

Any notice required or permitted under this lease may be sufficiently given to the Landlord at 401 Richmond Street West, Suite 204, Toronto, Ontario, M5V 3A8 and to the Tenant at the Leased Premises.

Notice shall be sufficiently given if delivered or if sent by prepaid registered mail or by facsimile transmission from any place in Canada to such addresses; any notice delivered shall be deemed to have been given when delivered, or, if so mailed, on the third day after mailing, or on the date the facsimile was transmitted. Provided, however, that in the event of an interruption of mail services at the time of such mailing or within three days thereafter by reason of strike or other cause, the notice shall not be deemed to have been received until it is actually delivered, whether by mail or otherwise.

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**16.07 NET NET LEASE**

It is the intention of the parties that the Rent herein provided to be paid shall be net net to the Landlord and clear of all Taxes, costs and charges arising from or relating to the Leased Premises and that the Tenant shall pay all charges, impositions and expenses of every nature and kind relating to the Leased Premises, including legal fees incurred by the Landlord to deal with any default of the Tenant, and the Tenant hereby covenants with the Landlord accordingly.

**16.08 REGISTRATION**

This Lease nor any notice of this lease may be registered against title to the premises by the Tenant or by anyone on the Tenant's behalf without the prior written consent of the Landlord, which may be unreasonably withheld.

**16.09 GOVERNING LAW**

This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

**16.10 FORCE MAJEURE**

If the Landlord is delayed from the performance of any act required hereunder by reason of strikes, labour troubles, inability to procure materials, power failure, or any other reason beyond the control of the Landlord, then such performance shall be excused for the period of the delay and shall not operate so as to excuse the Tenant from its obligations to pay Rent.

**16.11 TIME**

Time is of the essence of this Lease and of any part hereof, except as otherwise provided.

**IN WITNESS WHEREOF the parties hereto have executed this lease.**

**Landlord: J.A.S. Robertson Building Ltd.**

Per: \_\_\_\_\_

Name: Margaret Zeidler

Title: President

**Tenant: 215 Centre for Social Innovation**

Per: \_\_\_\_\_

Name:

Title:

Tenant	Landlord

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**SCHEDULE "A"**

**DEMISED AREA**

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**SCHEDULE "B"**

**LANDLORD'S WORK**

**TENANT'S WORK**

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**SCHEDULE "C"  
RULES AND REGULATIONS**

**1. INGRESS AND EGRESS**

The sidewalks, entrances, elevators, stairways, corridors and fire escapes of the Building shall not be obstructed by the Tenant or used by the Tenant for any purpose other than for ingress and egress to and from the Leased Premises. The Tenant shall not place or allow to be placed in the hallways, corridors or stairways any waste paper, dust, garbage, refuse or anything else whatsoever that would obstruct them or tend to make them appear unclean or untidy. Nothing shall be thrown by the Tenant or its employees out of the windows or doors or down the passages or skylights of the Building.

**2. HEAVY EQUIPMENT**

Business machines, filing cabinets, heavy merchandise, or other articles liable to overload, injure or destroy any part of the Building shall not be taken into it without the written consent of the Landlord and the Landlord shall in all cases retain the right to prescribe the weight and proper position of all such articles and the times and routes for moving them into or out of the Building; the cost of repairing any damage done to the Building by the moving or keeping of any such articles on the Leased Premises shall be paid by the Tenant.

**3. OTHER TENANTS**

The Tenant and its employees shall not in any way interfere with or annoy other occupants of the Building or those having business with them.

**4. NOTICE OF DEFECTS**

The Tenant shall give the Landlord or its agent prompt written notice of any accident to or any defect in the plumbing, heating, air-conditioning, mechanical or electrical apparatus or any other part of the Building which has come to the attention of the Tenant.

**5. VEHICLES AND ANIMALS**

No bicycles or other vehicles and no dog or other animal or bird shall be brought into or kept in the Leased Premises or in the Building.

**6. SUPPLIES**

Furniture, effects and supplies shall not be taken into or removed from the Leased Premises except at such time and in such manner as may be previously approved by the Landlord.

**7. NUISANCE**

The Tenant shall not commit, cause or permit any nuisance or waste on the Leased Premises or the Common Areas and Facilities or permit the emission of any offensive substance, odour, or noise from the Leased Premises.

**8. SLEEPING QUARTERS**

No one shall use the Leased Premises for sleeping quarters or residential purposes, or for storage of personal effects or articles not required for business purposes.

**9. SECURITY**

The Landlord shall have the right: (a) to require all persons entering or leaving the Building at hours other than normal business hours, which is defined as between 8:00 a.m. and 5:00 p.m. Monday through Friday, as the Landlord may reasonably determine, to identify themselves to a watchman by registration or otherwise and to establish their right to enter or leave, and (b) to exclude any peddler or beggar at any time from the Leased Premises or the Building.

**10. WASHROOMS**

The Tenant and its employees shall use such washroom facilities and other water apparatus in the Building as shall be from time to time designated by the Landlord for use in connection with the Leased Premises. The washroom facilities and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting by misuse shall be borne by the Tenant by whom or by whose employees the same is caused. The Tenant shall not let water run unless it is being used.

**11. WINDOWS**

The Tenant shall observe strict care not to allow windows admitting light into the Leased Premises to be opened or remain open so as to admit rain or snow or as to interfere with the heating of the Leased Premises or the air-conditioning of the Leased Premises or of the Building. The Tenant will be responsible for any injury caused to the property of other tenants or to the property of the Landlord by failure on the part of the Tenant to observe this rule.

**12. LOCKS**

The Tenant shall not place any additional lock upon any door of the Leased Premises or the Building and shall not replace any locks upon any door of the Leased Premises or the Building.

**13. COOKING**

The Tenant shall not permit any cooking in the Leased Premises without the written consent of the Landlord.

**14. PARKING**

The Tenant and its employees, invitees, visitors and others doing business with it at the Leased Premises shall not block the driveways or parking stalls in the parking lot of the Building by parking their vehicles in such a manner that such vehicles restrict the free flow of traffic or prevent other vehicles from entering designated parking stalls or

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in the manner in which one vehicle is using or hindering the use of more than one parking stall. There shall be no overnight parking whatsoever without the prior written approval of the Landlord. Any vehicles violating these rules with respect to parking will be ticketed and/or towed away by the Landlord at the expense of the Tenant.

**15. HAZARDOUS MATERIALS**

The Tenant shall not permit or allow any hazardous or dangerous materials or substances to be brought into the Leased Premises and shall comply with the laws and regulations with respect to materials.

**16. RENOVATIONS**

a) The Tenant may not add to or change in any way, any part of the studio without permission of the Landlord. This includes but is not limited to painting, urethaning, covering the floors, brickwork, windows, beams or ceilings of the studio; b) The Tenant may not cover or touch in any way the "clerestory" windows in their suite without written consent from the Landlord and, c) If requested by the Landlord, the tenant will return the studio paint colour to "base building white" upon termination of the lease at the Tenants' expense.

**17. NO SMOKING**

The Tenant shall not permit anyone including employees or invites to smoke in the Leased Premises or in the Building and breach of this provision shall constitute a breach of this Lease.

**18. OTHER REGULATIONS**

The Landlord reserves the right to make such further and other rules and regulations as it may reasonably require.

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