**Commercial Lease Agreement**

THIS LEASE (this "Lease") dated this \_\_26th\_\_\_ day of April, 2006

BETWEEN:

Allan Clark

Address: 1050 Sherman Cres, Pickering Ontario L1X 1P3

Telephone: 905-420-4337 Fax: 905-420-3292

(The "Landlord")

OF THE FIRST PART

- AND -

1274458 Ontario Inc.

Address: 3198 Danforth Avenue, Toronto, Ontario

(The "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the

Tenant leasing those premises from the Landlord and the mutual benefits and obligations

Set forth in this Lease, the receipt and sufficiency of which consideration is hereby

Acknowledged, the parties to this Lease agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the parties and each reference in

This Lease to any of the basic terms will be construed to include the provisions set

Forth below as well as all of the additional terms and conditions of the applicable

Sections of this Lease where such basic terms are more fully set forth:

a. Landlord: Allan Clark

b. Address of Landlord: 1050 Sherman Cres, Pickering Ontario L1X 1P3

c. Tenant: 1274458 Ontario Inc.

d. Address of Tenant: 3198 Danforth Avenue, Toronto, Ontario

e. Operating Name of Tenant: Frontier Sales

F. Leasable Area of Premises: 12,800 square feet

g. Term of Lease: The term of the Lease is for 5 years to commence at 12:00

Noon on July 15th, 2006.

h. Commencement Date of Lease: July 15th, 2006

I. Base Rent: $10,666.00 per month

j. Permitted Use of Premises: Retail sales and professional offices, Cafe and

Catering services

k. Advance rent: First and last month's rent

l. Security/Damage Deposit: None

Definitions

2. When used in this Lease, the following expressions will have the meanings

Indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this

Lease except Base Rent, whether or not specifically designated as

Additional Rent elsewhere in this Lease;

b. "Building" means all buildings, improvements, equipment, fixtures, property

And facilities from time to time located at 3313 Danforth Avenue, as from

Time to time altered, expanded or reduced by the Landlord in its sole

Discretion;

c. "Common Areas and Facilities" mean:

I. those portions of the Building areas, buildings, improvements,

Facilities, utilities, equipment and installations in or forming part of

The Building which from time to time are not designated or intended

By the Landlord to be leased to tenants of the Building including,

Without limitation, exterior weather walls, roofs, entrances and exits,

Parking areas, driveways, loading docks and area, storage,

Mechanical and electrical rooms, areas above and below leasable

Premises and not included within leasable premises, security and

Alarm equipment, grassed and landscaped areas, retaining walls and

Maintenance, cleaning and operating equipment serving the

Building; and

ii. Those lands, areas, buildings, improvements, facilities, utilities,

Equipment and installations which serve or are for the useful benefit

Of the Building, the tenants of the Building or the Landlord and those

Having business with them, whether or not located within, adjacent

To or near the Building and which are designated from time to time

By the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area

Expressed in square feet of all floor space including floor space of

Mezzanines, if any, determined, calculated and certified by the Landlord and

Measured from the exterior face of all exterior walls, doors and windows,

Including walls, doors and windows separating the rentable premises from

Enclosed Common Areas and Facilities, if any, and from the center line of

All interior walls separating the rentable premises from adjoining rentable

Premises. There will be no deduction or exclusion for any space occupied by

Or used for columns, ducts or other structural elements;

e. "Premises" means the building at 3313 Danforth Avenue which is located

Approximately as shown in red on Schedule 'A' attached to and incorporated

In the Lease and comprises a Leasable Area of 12,800 square feet;

Intent of Lease

3. It is the intent of this Lease and agreed to by the parties to this Lease that this Lease

Will be absolutely carefree triple net to the Landlord such that, all and every cost,

Expense, rate, tax or charge in any way related to the Premises, to the operation of

The Building and to the Tenant's share of Operating Costs will be borne by the

Tenant for its own account and without any variation, setoff or deduction

Whatsoever, save as specifically provided in this Lease to the contrary.

Leased Premises

4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use

(The "Permitted Use") of a Retail sales and professional offices, Cafe and catering

Services. Neither the Premises nor any part of the Premises will be used at any time

During the term of this Lease by Tenant for any purpose other than the Permitted

Use.

5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of

The following parking (the "Parking") on or about the Premises: 50 parking spaces.

Only properly insured motor vehicles may be parked in the Tenant's space.

6. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable

Condition, normal wear and tear excepted, the fixtures and leasehold improvements

Noted in the inspection report completed before the Tenant took possession of the

Premises.

7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct,

Expand, withdraw from or add to the Building from time to time. In the exercise of

Those rights, the Landlord undertakes to use reasonable efforts to minimize any

Interference with the visibility of the Premises and to use reasonable efforts to

Ensure that direct entrance to and exit from the Premises is maintained.

8. The Landlord reserves the right for itself and for all persons authorized by it, to

Erect, use and maintain wiring, mains, pipes and conduits and other means of

Distributing services in and through the Premises, and at all reasonable times to

Enter upon the Premises for the purpose of installation, maintenance or repair, and

Such entry will not be an interference with the Tenant's possession under this Lease.

9. The Landlord reserves the right, when necessary by reason of accident or in order to

Make repairs, alterations or improvements relating to the Premises or to other

Portions of the Building to cause temporary obstruction to the Common Areas and

Facilities as reasonably necessary and to interrupt or suspend the supply of

Electricity, water and other services to the Premises until the repairs, alterations or

Improvements have been completed. There will be no abatement in rent because of

Such obstruction, interruption or suspension provided that the repairs, alterations or

Improvements are made expeditiously as is reasonably possible.

10. Subject to this Lease, the Tenant and its employees, customers and invitees will

Have the non-exclusive right to use for their proper and intended purposes, during

Business hours in common with all others entitled thereto those parts of the

Common Areas and Facilities from time to time permitted by the Landlord. The

Common Areas and Facilities and the Building will at all times be subject to the

Exclusive control and management of the Landlord. The Landlord will operate and

Maintain the Common Areas and Facilities and the Building in such manner as the

Landlord determines from time to time.

11. The Tenant agrees that the areas and boundaries described in Schedule "An" are:

A. subject to alteration by acquisition or conveyance of lands for any purpose

Including the dedication, expropriation or conveyance of lands for municipal

Lands; and

B. may, upon the sole discretion of the Landlord, be relocated to another area

Within the Building which area would, where possible, be of similar size and

Character to the original Premises.

The Landlord agrees to reimburse the Tenant for any reasonable moving expenses

Incurred in any such relocation. The Tenant covenants that at the request of the

Landlord, it will enter into such further assurances, releases, amending agreements,

Or other documents as may be required by the Landlord to give effect to such

Alteration, variation, diminution, enlargement, supplementation or relocation.

Term

12. The term of the Lease is for 5 years to commence at 12:00 noon on July 15th, 2006.

13. Notwithstanding that the term of this Lease commences on July15th, 2006, the

Tenant is entitled to possession of the Premises at 12:00 noon on June 15th, 2006.

Rent

14. Subject to the provisions of this Lease, the Tenant will pay a base rent (the "Base

Rent") of $10,666.00 per month for the Premises, which includes all Parking

(Collectively the "Base Rent").

15. The Tenant will pay the Base Rent on or before the fifteenth of each and every

Month of the term of this Lease to the Landlord.

16. In the event that this Lease commences, expires or is terminated before the end of

The period for which any item of Additional Rent or Base Rent would otherwise be

Payable or other than at the commencement or end of a calendar month, such

Amounts payable by the Tenant will be apportioned and adjusted pro rata on the

Basis of a thirty (30) day month in order to calculate the

Amount payable for such irregular period

17. Operating Costs

In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff,

Abatement or deduction, 100 Percent of all of the Landlord's costs, charges and

Expenses of operating, maintaining, repairing, replacing and insuring the Building

Including the Common Areas and Facilities from time to time and the carrying out

Of all obligations of the Landlord under this Lease and similar leases with respect to

The Building ("Operating Costs") which include without limitation or duplication,

All expenses, costs and outlays relating to the following:

A. cleaning and janitorial services;

B. operating and servicing elevators;

C. all utilities supplied to the Common Areas and Facilities;

D. security;

E. window cleaning;

F. all insurance relating to the Building as placed by the Landlord from time to

Time, acting prudently;

G. repairs and replacements to the Building and any component of the

Building;

H. accounting and auditing;

I. provision, repair, replacement and maintenance of heating, cooling,

Ventilation and air conditioning equipment throughout the Building;

J. all amounts paid to employees or third parties relating to work performed in

Relation to the Building including in the case of employees all usual benefits,

Including a management fee not to exceed 5% of gross receipts from the

Building;

K. supplies used in relation to operating and maintaining the Building;

L. provision of a building superintendent and associated personnel employed

For the Building including a reasonable rental value for office space used by

Those persons and related expenses including uniforms;

M. all outdoor maintenance including landscaping and snow removal;

N. operation and maintenance of parking areas;

o. Preventive maintenance and inspection.

18. Operating Costs will not include (except as herein otherwise provided) debt service,

Depreciation, costs determined by the Landlord from time to time to be fairly

Allocable to the correction of construction faults or initial maladjustments in

Operating equipment, all management costs not allocable to the actual maintenance,

Repair or operation of the Building (such as in connection with leasing and rental

Advertising), work performed in connection with the initial construction of the

Building and the Premises and improvements and modernization to the Building

Subsequent to the date of original construction which are not in the nature of a

Repair or replacement of an existing component, system or part of the Building.

19. Operating Costs will also not include the following;

A. the costs of any capital replacements;

B. the costs incurred or accrued due to the willful act or negligence of the

Landlord or anyone acting on behalf of the Landlord;

C. structural repairs;

D. costs for which the Landlord is reimbursed by insurers or covered by

Warranties;

E. costs incurred for repairs or maintenance for the direct account of a specific

Tenant or vacant space;

F. costs recovered directly from any Tenant for separate charges such as

Heating, ventilating, and air conditioning relating to that Tenant's leased

Premises, and in respect of any act, omission, neglect or default of any

Tenant of its obligations under its Lease; or

G. any expenses incurred as a result of the Landlord generating revenues from

Common area facilities will be paid from those revenues generated.

20. in computing Operating Costs there will be credited as a deduction the amounts of

Proceeds of insurance relating to insured damage. Any expenses not directly

Incurred by the Landlord but which are included in Operating Costs may be

Estimated by the Landlord, acting reasonably if and to the extent the Landlord

Cannot ascertain the actual amount of such expenses from the tenants who incurred

Them. Any report of the Landlord's independent chartered accountant for such

Purpose will be conclusive as to the amount of Operating Costs for any period to

Which such report relates. To the extent that any component of Operating Costs

Should be allocated, in the reasonable opinion of the Landlord, to any group of

Tenants, the Landlord may, but will not be obliged to allocate the cost of that

Component to Operating Costs of those tenants alone.

21. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may

Direct, as and when the same become due and payable, all taxes, rates, use fees,

Duties, assessments and other charges that are levied, rated, charged or assessed

Against or in respect of all improvements, equipment and facilities of the Tenant on

Or in default by the Tenant and in respect of any business carried on in the Premises

Or in respect of the use or occupancy of the Premises by the Tenant and every

Subtenant, licensee, concessionaire or other person doing business on or from the

Premises or occupying any portion of the Premises.

22. The Tenant will deliver promptly to the Landlord a copy of any separate tax bills or

Separate assessment notices for the Premises and receipts evidencing the payment of

All amounts payable by the Tenant directly to any taxing authority and will furnish

Such information in connection therewith as the Landlord may from time to time

Require.

23. The Tenant will pay to the Landlord, forthwith upon demand, the following

Amounts:

a. If the Tenant or any person occupying the Premises or any part of the

Premises will elect to have the Premises or any part of the Premises assessed

For separate school taxes, any additional amount payable in respect of the

Premises or the Building as a result of such election, as reasonably

Determined by the Landlord.

b. An amount equal to any increase in the Operating Costs if such increase is

Directly or indirectly attributable to any installation in or upon the Premises

Or any activity or conduct on the Premises.

c. In such manner as the Landlord will from time to time direct, the cost of

Supplying all water, fuel, electricity, telephone and any other utilities used or

Consumed upon or serving the Premises. If the Tenant is billed for the

Consumption or use of such utilities directly by the appropriate utility

Authority, the Tenant will pay any such billings promptly when due and

Payable. If separate check meters are not installed in respect of utilities

Consumption in, upon or serving the Premises or if the Tenant is not billed

For the consumption of such utilities directly by the competent authority, the

Landlord will allocate to the Tenant, on a reasonable basis, a share of the

Total costs of all utilities consumed within the Building.

24. All amounts payable by the Tenant relating to the Operating Costs will be deemed

To be rent and receivable and collectable as such notwithstanding the expiration or

Sooner termination of this Lease and all remedies of the Landlord for nonpayment

Of rent will be applicable thereto.

Landlord's Estimate

25. The Landlord may, in respect of all taxes and Operating Costs and any other items

Of Additional Rent referred to in this Lease compute bona fide estimates of the

Amounts which are anticipated to accrue in the next following lease year, calendar

Year or fiscal year, or portion of such year, as the Landlord may determine is most

Appropriate for each and of all items of Additional Rent, and the Landlord may

Provide the Tenant with written notice and a reasonable breakdown of the amount

Of any such estimate, and the Tenant, following receipt of such written notice of the

Estimated amount and breakdown will pay to the Landlord such amount, in equal

Consecutive monthly installments throughout the application period with the

Monthly installments of Base Rent. With respect to any item of Additional rent

Which the Landlord has not elected to estimate from time to time, the Tenant will

Pay to the Landlord the amount of such item of Additional Rent, determined under

The applicable provisions of this Lease, immediately upon receipt of an invoice

Setting out such items of Additional Rent. Within one hundred and twenty (120)

Days of the conclusion of each year of the term or a portion of a year, as the case

May be, calendar year or fiscal year, or portion of such year, as the case may be, for

Which the Landlord has estimated any item of Additional Rent, the Landlord will

Compute the actual amount of such item of Additional Rent, and make available to

The Tenant for examination a statement providing the amount of such item of

Additional Rent and the calculation of the Tenant's share of that Additional Rent for

Such year or portion of such year. If the actual amount of such items of Additional

Rent, as set out in the any such statement, exceeds the aggregate amount of the

Installments paid by the Tenant in respect of such item, the Tenant will pay to the

Landlord the amount of excess within fifteen (15) days of receipt of any such

Statement. If the contrary is the case, any such statement will be accompanied by a

Refund to the Tenant of any such overpayment without interest, provided that the

Landlord may first deduct from such refund any rent which is then in arrears.

26. Use and Occupation

The Tenant will use and occupy the Premises only for the Permitted Use and for no

Other purpose whatsoever. The Tenant will carry on business under the name of

Frontier Sales and will not change such name without the prior written consent of

The Landlord, such consent not to be unreasonably withheld. The Tenant will open

The whole of the Premises for business to the public fully fixture, stocked and

Staffed on the date of commencement of the term and throughout the term, will

Continuously occupy and utilize the entire Premises in the active conduct of its

Business in a reputable manner on such days and during such hours of business as

May be determined from time to time by the Landlord.

27. The Tenant covenants that the Tenant will carry on and conduct its business from

Time to time carried on upon the Premises in such manner as to comply with all

Statutes, bylaws, rules and regulations of any federal, provincial, municipal or other

Competent authority and will not do anything on or in the Premises in contravention

Of any of them.

Advance Rent

28. On execution of this Lease, The Tenant will pay the Landlord advance rent (the

"Advance Rent") to be held by the Landlord without interest and to be applied on

Account of the first and last installments of Base Rent as they fall due and to be held

To the extent not so applied as security for and which may be applied by the

Landlord to the performance of the covenants and obligations of the Tenant under

This Lease.

Quiet Enjoyment

29. The Landlord covenants that on paying the Rent and performing the covenants

Contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy

The Premises for the agreed term.

Default

30. If the Tenant is in default in the payment of any money, whether hereby expressly

Reserved or deemed as rent, or any part of the rent, and such default continues

Following any specific due date on which the Tenant is to make such payment, or in

The absence of such specific due date, for the 15 days following written notice by

The Landlord requiring the Tenant to pay the same then, at the option of the

Landlord, this Lease may be terminated upon 15 days’ notice and the term will then

Immediately become forfeited and void, and the Landlord may without further

Notice or any form of legal process immediately reenter the Premises or any part of

The Premises and in the name of the whole repossess and enjoy the same as of its

Former state anything contained in this Lease or in any statute or law to the contrary

Notwithstanding.

31. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform

And keep each and every of the non-monetary covenants, agreements, stipulations,

Obligations, conditions and other provisions of this Lease to be observed, performed

And kept by the Tenant and persists in such default, after 30 days following written

Notice from the Landlord requiring that the Tenant remedy, correct or comply or, in

The case of such default which would reasonably require more than 30 days to

Rectify, unless the Tenant will commence rectification within the said 30 days’ notice

Period and thereafter promptly and diligently and continuously proceed with the

Rectification of any such defaults then, at the option of the Landlord, this Lease may

Be terminated upon 30 days’ notice and the term will then immediately become

Forfeited and void, and the Landlord may without further notice or any form of legal

Process immediately reenter the Premises or any part of the Premises and in the

Name of the whole repossess and enjoy the same as of its former state anything

Contained in this Lease or in any statute or law to the contrary notwithstanding.

32. If and whenever:

A. the Tenant's leasehold interest hereunder, or any goods, chattels or

Equipment of the Tenant located in the Premises will be taken or seized in

Execution or attachment, or if any writ of execution will issue against the

Tenant or the Tenant will become insolvent or commit an act of bankruptcy

Or become bankrupt or take the benefit of any legislation that may be in

Force for bankrupt or insolvent debtor or become involved in voluntary or

Involuntary winding up, dissolution or liquidation proceedings, or if a

Receiver will be appointed for the affairs, business, property or revenues of

The Tenant; or

B. the Tenant fails to commence, diligently pursue and complete the Tenant's

Work to be performed under any agreement to lease pertaining to the

Premises or vacate or abandon the Premises, or fail or cease to operate or

Otherwise cease to conduct business from the Premises, or use or permit or

Suffer the use of the Premises for any purpose other than as permitted

Herein, or make a bulk sale of its goods and assets which has not been

Consented to by the Landlord, or move or commence, attempt or threaten to

Move its goods, chattels and equipment out of the Premises other than in the

Routine course of its business; or

Then, and in each such case, at the option of the Landlord, this Lease may be

Terminated without notice and the term will then immediately become forfeited and

Void, and the Landlord may without notice or any form of legal process

Immediately reenter the Premises or any part of the Premises and in the name of the

Whole repossess and enjoy the same as of its former state anything contained in this

Lease or in any statute or law to the contrary notwithstanding.

In the event that the Landlord has terminated the Lease pursuant to this section, on

The expiration of the time fixed in the notice, if any, this Lease and the right, title,

And interest of the Tenant under this Lease will terminate in the same manner and

With the same force and effect, except as to the Tenant's liability, as if the date fixed

In the notice of cancellation and termination were the end of the Lease.

Distress

33. If and whenever the Tenant is in default in payment of any money, whether hereby

Expressly reserved or deemed as rent, or any part of the rent, the Landlord may,

Without notice or any form of legal process, enter upon the Premises and seize,

Remove and sell the Tenant's goods, chattels and equipment from the Premises or

Seize, remove and sell any goods, chattels and equipment at any place to which the

Tenant or any other person may have removed them, in the same manner as if they

Had remained and been distained upon the Premises, all notwithstanding any rule

Of law or equity to the contrary, and the Tenant hereby waives and renounces the

Benefit of any present or future statute or law limiting or eliminating the Landlord's

Right of distress.

Over holding

34. If the Tenant continues to occupy the Premises with the written consent of the

Landlord after the expiration or other termination of the term, then, without any

Further written agreement, the Tenant will be a month-to-month tenant at a

Minimum monthly rental equal to twice the Base Rent and subject always to all of

The other provisions of this Lease insofar as the same are applicable to a month-to month

Tenancy and a tenancy from year to year will not be created by implication of

Law.

35. If the Tenant continues to occupy the Premises without the written consent of the

Landlord at the expiration or other termination of the term, then the Tenant will be a

Tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an

Amount equal to twice the Base Rent plus any Additional Rent during the period of

Such occupancy, accruing from day to day and adjusted pro rata accordingly, and

Subject always to all the other provisions of this Lease insofar as they are applicable

To a tenancy at will and a tenancy from month to month or from year to year will

Not be created by implication of law; provided that nothing herein contained will

Preclude the Landlord from taking action for recovery of possession of the

Premises.

Additional Rights on Reentry

36. If the Landlord reenters the Premises or terminates this Lease, then:

A. notwithstanding any such termination or the term thereby becoming

Forfeited and void, the provisions of this Lease relating to the consequences

Of termination will survive;

B. the Landlord may use such reasonable force as it may deem necessary for

The purpose of gaining admittance to and retaking possession of the

Premises and the Tenant hereby releases the Landlord from all actions,

Proceedings, claims and demands whatsoever for and in respect of any such

Forcible entry or any loss or damage in connection therewith or

Consequential thereupon;

C. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those

Claiming under the Tenant and their effects, as allowed by law, without

Being taken or deemed to be guilty of any manner of trespass;

D. in the event that the Landlord has removed the property of the Tenant, the

Landlord may store such property in a public warehouse or at a place

Selected by the Landlord, at the expense of the Tenant. If the Landlord feels

That it is not worth storing such property given its value and the cost to store

It, then the Landlord may dispose of such property in its sole discretion and

Use such funds, if any, towards any indebtedness of the Tenant to the

Landlord. The Landlord will not be responsible to the Tenant for the

Disposal of such property other than to provide any balance of the proceeds

To the Tenant after paying any storage costs and any amounts owed by the

Tenant to the Landlord;

E. the Landlord may relent the Premises or any part of the Premises for a term or

Terms which may be less or greater than the balance of the term of this Lease

Remaining and may grant reasonable concessions in connection with such

Relating including any alterations and improvements to the Premises; and

F. after reentry, the Landlord may procure the appointment of a receiver to take

Possession and collect rents and profits of the business of the Tenant, and, if

Necessary to collect the rents and profits the receiver may carry on the

Business of the Tenant and take possession of the personal property used in

The business of the Tenant, including inventory, trade fixtures, and

Furnishings, and use them in the business without compensating the Tenant;

G. after reentry, the Landlord may terminate the Lease on giving 5 days written

Notice of termination to the Tenant. Without this notice, reentry of the

Premises by the Landlord or its agents will not terminate this Lease;

H. the Tenant will pay to the Landlord on demand:

I. all rent, Additional Rent and other amounts payable under this Lease

Up to the time of reentry or termination, whichever is later?

ii. Reasonable expenses as the Landlord incurs or has incurred in

Connection with the reentering, terminating, relating, collecting

Sums due or payable by the Tenant, realizing upon assets seized;

Including without limitation, brokerage, fees and expenses and legal

Fees and disbursements and the expenses of keeping the Premises in

Good order, repairing the same and preparing them for relating; and

iii. As liquidated damages for the loss of rent and other income of the

Landlord expected to be derived from this Lease during the period

Which would have constituted the unexpired portion of the term had

It not been terminated, at the option of the Landlord, either:

I. an amount determined by reducing to present worth at an

Assumed interest rate of twelve percent (12%) per annum all

Base Rent and estimated Additional Rent to become payable

During the period which would have constituted the

Unexpired portion of the term, such determination to be made

By the Landlord, who may make reasonable estimates of?

When any such other amounts would have become payable

And may make such other assumptions of the facts as may be

Reasonable in the circumstances; or

ii. An amount equal to the Base Rent and estimated Additional

Rent for a period of six (6) months.

Inspections

37. At all reasonable times during the term of this Lease and any renewal of this Lease,

The Landlord and its agents may enter the Premises to make inspections or repairs,

Or to show the Premises to prospective tenants or purchasers.

38. for so long as the Tenant, or an assignee or subtenant approved by the Landlord, is

Using and occupying the Premises for the Permitted Use and is not in default under

The Lease, the Landlord agrees not to Lease space in the Building to any tenant who

Will be conducting in such premises as its principal business, the services of Retail

Sales and professional offices, Cafe and catering services.

Renewal of Lease

39. Upon giving written notice no later than 60 days before the expiration of the term of

This Lease, the Tenant may renew this Lease for an additional 5 year term. All terms

Of the renewed lease will be the same except for this renewal clause and the amount

Of the rent. If the Landlord and the Tenant cannot agree as to the amount of the

Rent, the amount of the Rent will be determined by mediation.

Landlord Improvements

40. The Landlord will make the following improvements to the Premises: Entry doors,

Store front windows on upper and lower floors, open floor plan with new flooring.

Tenant Improvements

41. The Tenant will obtain written permission from the Landlord before doing any of

The following:

A. applying adhesive materials, or inserting nails or hooks in walls or ceilings

Other than two small picture hooks per wall;

B. painting, wallpapering, redecorating or in any way significantly altering the

Appearance of the Premises;

C. removing or adding walls, or performing any structural alterations;

D. changing the amount of heat or power normally used on the Premises as

Well as installing additional electrical wiring or heating units;

E. placing or exposing or allowing to be placed or exposed anywhere inside or

Outside the Premises any placard, notice or sign for advertising or any other

Purpose; or

F. affixing to or erecting upon or near the Premises any radio or TV antenna or

Tower.

Signs

42. The Tenant may erect, install and maintain a sign of a kind and size in a location, all

In accordance with the Landlord's design criteria for the Building and as first

Approved in writing by the Landlord. All other signs, as well as the advertising

Practices of the Tenant, will comply with all applicable rules and regulations of the

Landlord. The Tenant will not erect, install or maintain any sign other than in

Accordance with this section.

Tenant's Insurance

43. The Tenant will, during the whole of the term and during such other time as the

Tenant occupies the Premises, take out and maintain the following insurance, at the

Tenant's sole expense, in such form as used by solvent insurance companies in the

Province of \_\_\_\_\_\_\_\_\_\_\_\_:

a. Comprehensive general liability insurance against claims for bodily injury,

Including death, and property damage or loss arising out of the use or

Occupation of the Premises, or the Tenant's business on or about the

Premises; such insurance to be in the joint name of the Tenant and the

Landlord so as to indemnify and protect both the Tenant and the Landlord

And to contain a "cross liability" and "severability of interest" clause so that

The Landlord and the Tenant may be insured in the same manner and to the

Same extent as if individual policies had been issued to each, and will be for

The amount of not less than $2,000,000.00 combined single limit or such

Other amount as may be reasonably required by the Landlord from time to

Time; such comprehensive general liability insurance will for the Tenant's

Benefit only include contractual liability insurance in a form and of a nature

Broad enough to insure the obligations imposed upon the Tenant under the

Terms of this Lease.

b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures

And improvements and upon all other property in the Premises owned by the

Tenant or for which the Tenant is legally liable, and insurance upon all glass

And plate glass in the Premises against breakage and damage from any

Cause, all in an amount equal to the full replacement value of such items,

Which amount in the event of a dispute will be determined by the decision of?

The Landlord. In the event the Tenant does not obtain such insurance, it is

Liable for the full costs of repair or replacement of such damage or breakage.

c. Boiler and machinery insurance on such boilers and pressure vessels as may

Be installed by, or under the exclusive control of, the Tenant in the Premises.

d. Owned automobile insurance with respect to all motor vehicles owned by

The Tenant and operated in its business.

44. The Tenant's policies of insurance hereinbefore referred to will contain the

Following:

A. provisions that the Landlord is protected notwithstanding any act, neglect or

Misrepresentation of the Tenant which might otherwise result in the

Avoidance of claim under such policies will not be affected or invalidated by

Any act, omission or negligence of any third party which is not within the

Knowledge or control of the insured(s);

B. provisions that such policies and the coverage evidenced thereby will be

Primary and noncontributing with respect to any policies carried by the

Landlord and that any coverage carried by the Landlord will be excess

Coverage;

C. all insurance referred to above will provide for waiver of the insurer's rights

Of subrogation as against the Landlord; and

D. provisions that such policies of insurance will not be cancelled without the

Insurer providing the Landlord thirty (30) days written notice stating when

Such cancellation will be effective.

45. The Tenant will further during the whole of the term maintain such other insurance

In such amounts and in such sums as the Landlord may reasonably determine from

Time to time. Evidence satisfactory to the Landlord of all such policies of insurance

Will be provided to the Landlord upon request.

46. The Tenant will not do, omit or permit to be done or omitted upon the Premises

Anything which will cause any rate of insurance upon the Building or any part of the

Building to be increased or cause such insurance to be cancelled. If any such rate of

Insurance will be increased as previously mentioned, the Tenant will pay to the

Landlord the amount of the increase as Additional Rent. If any insurance policy

Upon the Building or any part of the Building is cancelled or threatened to be

Cancelled by reason of the use or occupancy by the Tenant or any such act or

Omission, the Tenant will immediately remedy or rectify such use, occupation, and act

Or omission upon being requested to do so by the Landlord, and if the tenant fails to

So remedy or rectify, the Landlord may at its option terminate this Lease and the

Tenant will immediately deliver up possession of the Premises to the Landlord.

47. The Tenant will not at any time during the term of this Lease use, exercise, carry on

Or permit or suffer to be used, exercised, and carried on, in or upon the Premises or any

Part of the Premises, any noxious, noisome or offensive act, trade business

Occupation or calling, and no act, matter or thing whatsoever will at any time during

the said term be done in or upon the Premises, or any part Premises, which will or

may be or grow to the annoyance, nuisance, grievance, damage or disturbance of

the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

48. The Landlord will take out or cause to be taken out and keep or cause to be kept in

full force and effect during the whole of the term:

a. extended fire and extended coverage insurance on the Building, except

foundations, on a replacement cost basis, subject to such deductions and

exceptions as the Landlord may determine; such insurance will be in a form

or forms normally in use from time to time for buildings and improvements

of a similar nature similarly situate, including, should the Landlord so elect,

insurance to cover any loss of rental income which may be sustained by the

Landlord;

b. boiler and machinery insurance of such boilers and pressure vessels as may

be installed by, or under the exclusive control of, the Landlord in the

Building (other than such boilers and pressure vessels to be insured by the

Tenant hereunder);

c. comprehensive general liability insurance against claims for bodily injury,

including death and property damage in such form and subject to such

deductions and exceptions as the Landlord may determine; provided that

nothing herein will prevent the Landlord from providing or maintaining

such lesser, additional or broader coverage as the Landlord may elect in its

discretion.

49. The Landlord agrees to request its insurers, upon written request of the Tenant, to

have all insurance taken out and maintained by the Landlord provide for waiver of

the Landlord's insurers' rights of subrogation as against the Tenant when and to the

extent permitted from time to time by its insurers.

Abandonment

50. If at any time during the term of this Lease, the Tenant abandons the Premises or

any part of the Premises, the Landlord may, at its option, enter the Premises by any

means without being liable for any prosecution for such entering, and without

becoming liable to the Tenant for damages or for any payment of any kind

whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the

Premises, or any part of the Premises, for the whole or any part of the then

unexpired term, and may receive and collect all rent payable by virtue of such

reletting, and, at the Landlord's option, hold the Tenant liable for any difference

between the Rent that would have been payable under this Lease during the balance

of the unexpired term, if this Lease had continued in force, and the net rent for such

period realized by the Landlord by means of the reletting. If the Landlord's right of

reentry is exercised following abandonment of the premises by the Tenant, then the

Landlord may consider any personal property belonging to the Tenant and left on

the Premises to also have been abandoned, in which case the Landlord may dispose

of all such personal property in any manner the Landlord will deem proper and is

relieved of all liability for doing so.

Subordination and Attornment

51. This Lease and the Tenant's rights under this Lease will automatically be

subordinate to any mortgage or mortgages, or encumbrance resulting from any

other method of financing or refinancing, now or afterwards in force against the

Lands or Building or any part of the Lands or Building, as now or later constituted,

and to all advances made or afterwards made upon such security; and, upon the

request of the Landlord, the Tenant will execute such documentation as may be

required by the Landlord in order to confirm and evidence such subordination.

52. The Tenant will, in the event any proceedings are brought, whether in foreclosure or

by way of the exercise of the power of sale or otherwise, under any other mortgage

or other method of financing or refinancing made by the Landlord in respect of the

Building, or any portion of the Building, attorn to the encumbrancer upon any such

foreclosure or sale and recognize such encumbrancer as the Landlord under this

Lease, but only if such encumbrancer will so elect and require.

53. Upon the written request of the Tenant, the Landlord agrees to request any

mortgagee or encumbrancer of the Lands (present or future) to enter into a nondisturbance

covenant in favor of the Tenant, whereby such mortgagee or

encumbrancer will agree not to disturb the Tenant in its possession and enjoyment

of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

54. The Tenant will not register this Lease, provided, however, that:

a. The Tenant may file a caveat respecting this Lease but will not be entitled to

attach this Lease, and, in any event, will not file such caveat prior to the

commencement date of the term. The caveat will not state the Base Rent or

any other financial provisions contained in this Lease.

b. If the Landlord's permanent financing has not been fully advanced, the

Tenant covenants and agrees not to file a caveat until such time as the

Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

55. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder

or other third party having an interest in the Building or any part of the Building,

the Tenant will, within ten (10) days of the request, execute and deliver an estoppel

certificate or other form of certified acknowledgement as to the Commencement

Date, the status and the validity of this Lease, the state of the rental account for this

Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and

such other information as may reasonably be required.

Sale by Landlord

56. In the event of any sale, transfer or lease by the Landlord of the Building or any

interest in the Building or portion of the Building containing the Premises or

assignment by the Landlord of this Lease or any interest of the Landlord in the

Lease to the extent that the purchaser, transferee, tenant or assignee assumes the

covenants and obligations of the Landlord under this Lease, the Landlord will

without further written agreement be freed and relieved of liability under such

covenants and obligations. This Lease may be assigned by the Landlord to any

mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

57. The Tenant will and does hereby indemnify and save harmless the Landlord of and

from all loss and damage and all actions, claims, costs, demands, expenses, fines,

liabilities and suits of any nature whatsoever for which the Landlord will or may

become liable, incur or suffer by reason of a breach, violation or nonperformance

by the Tenant of any covenant, term or provision hereof or by reason of any

builders' or other liens for any work done or materials provided or services rendered

for alterations, improvements or repairs, made by or on behalf of the Tenant to the

Premises, or by reason of any injury occasioned to or suffered by any person or

damage to any property, or by reason of any wrongful act or omission, default or

negligence on the part of the Tenant or any of its agents, concessionaires,

contractors, customers, employees, invitees or licensees in or about the Building.

58. It is agreed between the Landlord and the Tenant that the Landlord will not be liable

for any loss, injury, or damage to persons or property resulting from falling plaster,

steam, electricity, water, rain, snow or dampness, or from any other cause.

59. It is agreed between the Landlord and the Tenant that the Landlord will not be liable

for any loss or damage caused by acts or omissions of other tenants or occupants,

their employees or agents or any persons not the employees or agents of the

Landlord, or for any damage caused by the construction of any public or quasipublic

works, and in no event will the Landlord be liable for any consequential or

indirect damages suffered by the Tenant.

60. It is agreed between the Landlord and the Tenant that the Landlord will not be liable

for any loss, injury or damage caused to persons using the Common Areas and

Facilities or to vehicles or their contents or any other property on them, or for any

damage to property entrusted to its or their employees, or for the loss of any

property by theft or otherwise, and all property kept or stored in the Premises will

be at the sole risk of the Tenant.

Liens

61. The Tenant will immediately upon demand by the Landlord remove or cause to be

removed and afterwards institute and diligently prosecute any action pertinent to it,

any builders' or other lien or claim of lien noted or filed against or otherwise

constituting an encumbrance on any title of the Landlord. Without limiting the

foregoing obligations of the Tenant, the Landlord may cause the same to be

removed, in which case the Tenant will pay to the Landlord as Additional Rent,

such cost including the Landlord's legal costs.

Attorney Fees

62. All costs, expenses and expenditures including and without limitation, complete

legal costs incurred by the Landlord on a solicitor/client basis as a result of

unlawful detainer of the Premises, the recovery of any rent due under the Lease, or

any breach by the Tenant of any other condition contained in the Lease, will

forthwith upon demand be paid by the Tenant as Additional Rent. All rents

including the Base Rent and Additional Rent will bear interest at the rate of Twelve

(12%) per cent per annum from the due date until paid.

Governing Law

63. It is the intention of the parties to this Lease that the tenancy created by this Lease

and the performance under this Lease, and all suits and special proceedings under

this Lease, be construed in accordance with and governed, to the exclusion of the

law of any other forum, by the laws of the Province of Ontario, without regard to

the jurisdiction in which any action or special proceeding may be instituted.

Severability

64. If there is a conflict between any provision of this Lease and the applicable

legislation of the Province of Ontario (the "Act"), the Act will prevail and such

provisions of the Lease will be amended or deleted as necessary in order to comply

with the Act. Further, any provisions that are required by the Act are incorporated

into this Lease.

65. If there is a conflict between any provision of this Lease and any form of lease

prescribed by the Act, that prescribed form will prevail and such provisions of the

lease will be amended or deleted as necessary in order to comply with that

prescribed form. Further, any provisions that are required by that prescribed form

are incorporated into this Lease.

Amendment of Lease

66. Any amendment or modification of this Lease or additional obligation assumed by

either party in connection with this Lease will only be binding if evidenced in

writing signed by each party or an authorized representative of each party.

Assignment and Subletting

67. Without the prior, express, and written consent of the Landlord, the Tenant will not

assign this Lease, or sublet or grant any concession or license to use the Premises or

any part of the Premises. A consent by Landlord to one assignment, subletting,

concession, or license will not be deemed to be a consent to any subsequent

assignment, subletting, concession, or license. An assignment, subletting,

concession, or license without the prior written consent of Landlord, or an

assignment or subletting by operation of law, will be void and will, at Landlord's

option, terminate this Lease.

Damage to Premises

68. If the Premises, or any part of the Premises, will be partially damaged by fire or

other casualty not due to the Tenant's negligence or willful act or that of the

Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired

by the Landlord and there will be an abatement of rent corresponding with the time

during which, and the extent to which, the Premises may have been untenantable.

However, if the Premises should be damaged other than by the Tenant's negligence

or willful act or that of the Tenant's employee, family, agent, or visitor to the extent

that the Landlord will decide not to rebuild or repair, the term of this Lease will end

and the Rent will be prorated up to the time of the damage.

Eminent Domain and Expropriation

69. If during the term of this Lease, title is taken to the whole or any part of the

Building by any competent authority under the power of eminent domain or by

expropriation, which taking, in the reasonable opinion of the Landlord, does not

leave a sufficient remainder to constitute an economically viable building, the

Landlord may at its option, terminate this Lease on the date possession is taken by

or on behalf of such authority. Upon such termination, the Tenant will immediately

deliver up possession of the Premises, Base Rent and any Additional Rent will be

payable up to the date of such termination, and the Tenant will be entitled to be

repaid by the Landlord any rent paid in advance and unearned or an appropriate

portion of that rent. In the event of any such taking, the Tenant will have no claim

upon the Landlord for the value of its property or the unexpired portion of the term

of this Lease, but the parties will each be entitled to separately advance their claims

for compensation for the loss of their respective interests and to receive and retain

such compensation as may be awarded to each respectively. If an award of

compensation made to the Landlord specifically includes an award for the Tenant,

the Landlord will account for that award to the Tenant and vice versa.

Condemnation

70. A condemnation of the Building or any portion of the Premises will result in

termination of this Lease. The Landlord will receive the total of any consequential

damages awarded as a result of the condemnation proceedings. All future rent

installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

71. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like

manner and not to permit waste. The Tenant will at all times and at its sole expense,

subject to the Landlord's repair, maintain and keep the Premises, reasonable wear

and tear, damage by fire, lightning, tempest, structural repairs, and repairs

necessitated from hazards and perils against which the Landlord is required to

insure excepted. Without limiting the generality of the foregoing, the Tenant will

keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus

in, upon or serving the Premises in good and tenantable repair at its sole expense.

When it becomes (or, acting reasonably, should have become) aware of same, the

Tenant will notify the Landlord of any damage to or deficiency or defect in any part

of the Premises or the Building. The Tenant will not use or keep any device which

might overload the capacity of any floor, wall, utility, electrical or mechanical

facility or service in the Premises or the Building.

72. The Tenant covenants with the Landlord that the Landlord, its servants, agents and

workmen may enter and view the state of repair of the Premises and that the Tenant

will repair the Premises according to notice in writing received from the Landlord,

subject to the Landlord's repair obligations. If the Tenant refuses or neglects to

repair as soon as reasonably possible after written demand, the Landlord may, but

will not be obligated to, undertake such repairs without liability to the Tenant for

any loss or damage that may occur to the Tenant's merchandise, fixtures or other

property or to the Tenant's business by such reason, and upon such completion, the

Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making

such repairs plus fifteen percent (15%) of such cost for overhead and supervision.

73. The Tenant will not make or have others make alterations, additions or

improvements or erect or have others erect any partitions or install or have others

install any trade fixtures, exterior signs, floor covering, interior or exterior lighting,

plumbing fixtures, shades, awnings, exterior decorations or make any changes to

the Premises or otherwise without first obtaining the Landlord's written approval

thereto, such written approval not to be unreasonably withheld in the case of

alterations, additions or improvements to the interior of the Premises.

74. The Tenant will not install in or for the Premises any special locks, safes or

apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or

ventilating the Premises without first obtaining the Landlord's written approval

thereto. Locks may not be added or changed without the prior written agreement of

both the Landlord and the Tenant.

75. When seeking any approval of the Landlord for Tenant repairs as required in this

Lease, the Tenant will present to the Landlord plans and specifications of the

proposed work which will be subject to the prior approval of the Landlord, not to be

unreasonably withheld or delayed.

76. The Tenant will promptly pay all contractors, material suppliers and workmen so as

to minimize the possibility of a lien attaching to the Premises or the Building.

Should any claim of lien be made or filed the Tenant will promptly cause the same

to be discharged.

77. The Tenant will be responsible at its own expense to replace all electric light bulbs,

tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

78. The Landlord covenants and agrees to effect at its expense repairs of a structural

nature to the structural elements of the roof, foundation and outside walls of the

Building, whether occasioned or necessitated by faulty workmanship, materials,

improper installation, construction defects or settling, or otherwise, unless such

repair is necessitated by the negligence of the Tenant, its servants, agents,

employees or invitees, in which event the cost of such repairs will be paid by the

Tenant together with an administration fee of fifteen percent (15%) for the

Landlord's overhead and supervision.

Care and Use of Premises

79. The Tenant will promptly notify the Landlord of any damage, or of any situation

that may significantly interfere with the normal use of the Premises or to any

furnishings supplied by the Landlord.

80. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous,

improperly insured, inoperable or unlicensed are not permitted in the Tenant's

parking stall(s), and such vehicles may be towed away at the Tenant's expense.

Parking facilities are provided at the Tenant's own risk. The Tenant is required to

park in only the space allotted to them.

81. The Tenant will not make (or allow to be made) any noise or nuisance which, in the

reasonable opinion of the Landlord, disturbs the comfort or convenience of other

tenants.

82. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

83. The Tenant will not engage in any illegal trade or activity on or about the Premises.

84. The Landlord and Tenant will comply with standards of health, sanitation, fire,

housing and safety as required by law.

85. The hallways, passages and stairs of the building in which the Premises are situated

will be used for no purpose other than going to and from the Premises and the

Tenant will not in any way encumber those areas with boxes, furniture or other

material or place or leave rubbish in those areas and other areas used in common

with any other tenant.

Surrender of Premises

86. The Tenant covenants to surrender the Premises, at the expiration of the tenancy

created in this Lease, in the same condition as the Premises were in upon delivery

of possession under this Lease, reasonable wear and tear, damage by fire or the

elements, and unavoidable casualty excepted, and agrees to surrender all keys for

the Premises to the Landlord at the place then fixed for payment of rent and will

inform the Landlord of all combinations to locks, safes and vaults, if any. All

alterations, additions and improvements constructed or installed in the Premises and

attached in any manner to the floor, walls or ceiling, including any leasehold

improvements, equipment, floor covering or fixtures (including trade fixtures), will

remain upon and be surrendered with the Premises and will become the absolute

property of the Landlord except to the extent that the Landlord requires removal of

such items. If the Tenant abandons the Premises or if this Lease is terminated before

the proper expiration of the term due to a default on the part of the Tenant then, in

such event, as of the moment of default of the Tenant all trade fixtures and

furnishings of the Tenant (whether or not attached in any manner to the Premises)

will, except to the extent the Landlord requires the removal of such items, become

and be deemed to be the property of the Landlord without indemnity to the Tenant

and as liquidated damages in respect of such default but without prejudice to any

other righter remedy of the Landlord. Notwithstanding that any trade fixtures,

furnishings, alterations, additions, improvements or fixtures are or may become the

property of the Landlord, the Tenant will immediately remove all or part of the

same and will make good any damage caused to the Premises resulting from the

installation or removal of such fixtures, all at the Tenant's expense, should the

Landlord so require by notice to the Tenant. If the Tenant, after receipt of such

notice from the Landlord, fails to promptly remove any trade fixtures, furnishings,

alterations, improvements and fixtures in accordance with such notice, the Landlord

may enter into the Premises and remove from the Premises all or part of such trade

fixtures, furnishings, alterations, additions, improvements and fixtures without any

liability and at the expense of the Tenant, which expense will immediately be paid

by the Tenant to the Landlord. The Tenant's obligation to observe or perform the

covenants contained in this Lease will survive the expiration or other termination of

the term of this Lease.

Hazardous Materials

87. The Tenant will not keep or have on the Premises any article or thing of a

dangerous, flammable, or explosive character that might unreasonably increase the

danger of fire on the Premises or that might be considered hazardous by any

responsible insurance company.

Rules and Regulations

88. The Tenant will obey all rules and regulations posted by the Landlord regarding the

use and care of the Building, parking lot, laundry room and other common facilities

that are provided for the use of the Tenant in and around the Building on the

Premises.

Address for Notice

89. For any matter relating to this tenancy, whether during or after this tenancy has

been terminated:

a. the address of the Tenant is the Premises during this tenancy, and 3198

Danforth Avenue , Toronto,Ontario after this tenancy is terminated. The

phone number of the Tenant is 416-691-3307, and the fax number of the

Tenant is 416-691-3540 and

b. the address of the Landlord is 1050 Sherman Cres, Pickering Ontario L1X

1P3, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their

respective addresses for notice under this Lease.

Right to Show Premises

90. The Tenant acknowledged that the Landlord or its agent will have the right to enter

the Premises at all reasonable times to show them to prospective purchasers,

encumbrancers, lessees or assignees, and may also during the ninety days preceding

the termination of the terms of this Lease, place upon the Premises the usual type of

notice to the effect that the Premises are for rent, which notice the Tenant will

permit to remain on them.

No Waiver

91. No provision of this Lease will be deemed to have been waived by the Landlord

unless a written waiver from the Landlord has first been obtained and, without

limiting the generality of the foregoing, no acceptance of rent subsequent to any

default and no condoning, excusing or overlooking by the Landlord on previous

occasions of any default nor any earlier written waiver will be taken to operate as a

waiver by the Landlord or in any way to defeat or affect the rights and remedies of

the Landlord.

Landlord's Performance

92. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is

delayed or hindered or prevented from the performance of any term, covenant or act

required under this Lease by reason of strikes, labor troubles, inability to procure

materials or services, power failure, restrictive governmental laws or regulations,

riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a

like nature or not, which is not the fault of the Landlord, then performance of such

term, covenant or act will be excused for the period of the delay and the Landlord

will be entitled to perform such term, covenant or act within the appropriate time

period after the expiration of the period of such delay.

Remedies Cumulative

93. No reference to or exercise of any specific right or remedy by the Landlord will

prejudice or preclude the Landlord from any other remedy whether allowed at law

or in equity or expressly provided for in this Lease. No such remedy will be

exclusive or dependent upon any other such remedy, but the Landlord may from

time to time exercise any one or more of such remedies independently or in

combination.

Landlord May Perform

94. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to

be observed, performed or kept by it and such failure is not rectified within the time

limits specified in this Lease, the Landlord may, but will not be obliged to, at its

discretion and without prejudice, rectify the default of the Tenant. The Landlord

will have the right to enter the Premises for the purpose of correcting or remedying

any default of the Tenant and to remain until the default has been corrected or

remedied. However, any expenditure by the Landlord incurred in any correction of

a default of the Tenant will not be deemed to waive or release the Tenant's default

or the Landlord's right to take any action as may be otherwise permissible under this

Lease in the case of any default.

Guarantee by Shareholders of Tenant

95. The Tenant will provide the Landlord with the list of its current shareholders and

notify the Landlord of any new shareholders. The Tenant will cause the current

shareholders to enter into a personal guarantee of the Tenant's obligations and

covenants in this Lease in the form attached to this Lease as Schedule "B".

General Provisions

96. This Lease will extend to and be binding upon and inure to the benefit of the

respective heirs, executors, administrators, successors and assigns, as the case may

be, of each party to this Lease. All covenants are to be construed as conditions of

this Lease.

97. All sums payable by the Tenant to the Landlord pursuant to any provision of this

Lease will be deemed to be Additional Rent and will be recovered by the Landlord

as rental arrears.

98. Where there is more than one Tenant executing this Lease, all Tenants are jointly

and severally liable for each other's acts, omissions and liabilities pursuant to this

Lease.

99. The Tenant will be charged an additional amount of $25.00 for each N.S.F. cheque

or cheque returned by the Tenant's financial institution.

100. All schedules to this Lease are incorporated into and form an integral part of

this Lease.

101. Headings are inserted for the convenience of the parties only and are not to

be considered when interpreting this Lease. Words in the singular mean and include

the plural and vice versa. Words in the masculine mean and include the feminine

and vice versa.

102. This Lease may be executed in counterparts.

103. Time is of the essence in this Lease.

104. This Lease will constitute the entire agreement between the Landlord and

the Tenant. Any prior understanding or representation of any kind preceding the

date of this Lease will not be binding on either party except to the extent

incorporated in this Lease. In particular, no warranties of the Landlord not

expressed in this Lease are to be implied.

IN WITNESS WHEREOF Allan Clark and 1274458 Ontario Inc. have duly affixed their

signatures by duly authorized officers under seal on this \_\_\_\_\_ day of April, 2006.

 Allan Clark

per: (SEAL)

 1274458 Ontario Inc.

per: (SEAL)

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