THIS IDENTURE made (in quadruplicate) this Nineteen Hundred and Eighty. IN PURSUANCE of the Short Forms of Leases Act

BETWEEN:

RUSTOM CULV FOUNDATION (ONTARIO), a Corporation incorporated under the Laws of the Province of Ontario.

hereinafter called the Landlord

OF THE FIRST PART.

- and -

ZOROASTRIAN SOCIETY OF ONTARIO, a Corporation incorporated under the Laws of the Province of Ontario.

> hereinafter called the Tenant OF THE SECOND PART.

WITNESSETH THAT in consideration of these presents, and of the rents, covenants, and agreements hereinafter reserved and contained by the Tenant, to be paid, observed and performed, the Landlord, DOTH demise and lease unto the Tenant, all that messuage or tenement, situate, lying and being,

FIRSTLY:

ALL AND SINCULAR that certain parcel or tract of land and premises situate, lying and being in the city of North York, in the Municipality of Metropolitan Toronto, and being composed of the whole of Lot 23 on Plan No. M-1710, registered in the Land Registry Office for the Land Titles Division of Toronto, and York South (No. 66) at Toronto; SUBJECT TO A RIGHT in the nature of an easement or licence in favour of J F M DEVELOPMENTS LIMITED as set out in Instrument No. A-698979;

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of North York, in the Municipality of Metropolitan Toronto and being composed of the whole of Block 'C', on Plan No. M-1710, registered in the Land Registry Office for the Land Titles Division of Toronto and York South (No. 66) at Toronto; SUBJECT TO A RIGHT in the nature of an easement in favour of The Corporation of the Borough of North York over that part of Block 'C', Plan M-1710. designated as PART 5, on Plan 66T-9075, as set out in Instrument No. A-581501;

SUBJECT TO A RIGHT in the nature of an easement in favour of The Metropolitan Toronto and Region Conservation Authority over that part of Block 'C' Plan M-1710, designated as PART 1, on Plan 66R-9076, as set out in Instrument No. A-586436; SUBJECT TO A RIGHT in the nature of an easement or licence in favour of J F M DEVELOPMENTS LIMITED as set out in Instrument No. A-698979.

TOGETHER WITH all the rights, members and appurtenances whatsoever to the said premises belonging and appertaining including contents as per inventory list attached as <a href="Schedule"/A" hereto, (all of the foregoing being hereinafter called the "Demised Premises").

- 1. TO HAVE AND TO HOLD the Demised Premises with their rights, members and appurtenances unto the Tenant for and during the term of nine hundred and ninety-nine years, to be computed from the 12th day of June, 1980, and from thenceforth next ensuing and fully to be completed and ended on the 11th day of June, 2979.
- 2. YIELDING AND PAYING unto the Landlord, the sum of One Cent (\$0.01) (of lawful money of Canada) annually during the term hereof, and payable on the following days and times that is to say; the sum of Nine dollars and ninety-nine cents, (\$9.99) (of lawful money of Canada) being the total rent due hereunder, shall become due and payable on the execution of these premises.
- In accordance with the Objectives given below by the Landlord and agreed to by the Tenant, the Demised Premises may be used and occupied by the Tenant:
- a) Primarily as a Zoroastrian Temple to be used as a place of worship for all Zoroastrians;
- b) As a place for carrying out all other activities which are incidental and common to churches, synagogues and other places of worship, including the following:
- as a forum for the advancement of the Zoroastrian religion through religious classes and related activities;
- (ii) as a source library for religious books and scriptureson the Zoroastrian religion, heritage and culture;
- (iii) as a place for the practice of Zoroastrian religious customs and traditions;
- (iv) as a centre to accommodate the celebration of Zoroastrian religious feasts and ceremonies, including navjotes and weddings etc.;
- (v) as a place for social and recreational activities.

Nothing in the foregoing shall preclude the Tenant from renting the premises to non-Zoroastrians also, as a Day Care Center, or for their functions, meetings and activities in accordance with paragraph 5 (f), provided it is not to the significant exclusion of any of the activities referred to above. However, preference for the use uses shall be given to Zoroastrians over non-Zoroastrians. The Tenant, in the use and occupation of the Demised Premises and in the prosecution or conduct of its activities thereon, shall comply with all requirements of all laws, orders, ordinances, rules and regulations of the federal, provincial and municipal authorities and with any direction or certificate of occupancy issued pursuant to any law by any public body.

- 4. NOTWITHSTANDING anything herein contained, it is expressly understood and agreed between the Landlord and the Tenant that the Tenant shall not be entitled by any provision of this lease to call upon the Landlord for payment in respect of any obligation hereunder in excess of the U.S. \$600,000 plus interest referred to in paragraph 9 and Schedule "B" hereto, to be advanced at or prior to the date hereof and applied
 - (i) to the cost of acquisition of the Demised Premises plus the cost of renovations and improvements, and operating expenses to the date of this lease, and
 - (ii) to the establishment of the trust fund for the benefit of the Tenant more specifically described in Schedule "B" hereto.

5. THE TENANT covenants with the Landlord as follows:

To pay and discharge, as additional rent, as and when the same fall due, in each and every year of the said term, all taxes (including local improvement rates, separate school taxes, if any, and business taxes), rates, duties and assessments that may be levied, rated, charged, or assessed against the Demised Premises and without limiting the generality of the foregoing, every other tax, charge, rate, assessment or payment which may become a charge or encumbrance upon or levied or collected upon or in respect of the Demised Premises or any part thereof, whether charged by any municipal, parliamentary or other body during the term hereby demised. Provided, however,

that the Tenant shall not be liable or responsible



(a)

in any way for any taxes or other charges not directly referrable to the leasehold interest of the Tenant herein. And provided that the Tenant shall have the right to contest by appropriate legal proceedings, at its own expense, the validity of any tax rate, including local improvement rates, assessments or other charges referred to in this paragraph, and the Landlord shall, if necessary or requested to by the Tenant, join in any such action provided that the Landlord does not incur any cost in so doing, or if it does incur any expense such expense is absorbed by the Tenant.

Repairs (b)

The Tenant shall at its own expense maintain and keep the Demised Premises and every part thereof in a reasonably clean, tidy and sanitary condition, consistent with the nature of the operation conducted on the Demised Premises and in accordance with all laws, directions, rules and regulations of the governmental agencies having jurisdiction relating to the Tenant's tenancy hereunder, and will keep the Demised Premises (including the exterior) and every part thereof in such order and condition and repair and otherwise presentable form and will reasonably maintain the grass and landscaping and will maintain in order and operating condition all services and plumbing equipment installed on the Demised Premises and will replace all broken glass with glass of equal quality.

Utilities

s (c) To pay all costs and charges when they fall due for electric current, water, heating fuel oil, gas and other utilities used by the Tenant in or charged in respect of the Demised Premises as measured by meters installed and maintained at the cost of the Tenant.

Entry by Landlord (d) That it shall be lawful for the Landlord and its agents, at all reasonable times during the said term, to enter the Demised Premises to inspect the condition thereof. Where an inspection reveals repairs are necessary and if such repairs are the responsibility of the Tenant, the Landlord shall give the Tenant notice in writing, as provided in paragraph 13 hereof, and thereupon the Tenant shall make the necessary repairs in a good and workmanlike manner. However, in an emergency, the Landlord may undertake repairs on behalf of the Tenant and any amount so expended by the Landlord shall be reimbursed by the Tenant.

Leave Premises (e) in Good Repair That it will, at the expiration or sooner determination of the said term peaceably surrender and yield up unto the Landlord the Demised Premises with the appurtenances, together with all buildings or erections which at any time during the said term shall be made therein or thereon, in reasonable repair and condition, ordinary wear and tear only excepted.

Assigning and (f) Subletting That it will not assign the lease without the Landlord's consent, which consent may be arbitrarily withheld; the Tenant may, however, sublet or rent part of the Demised Premises on a daily basis except in the case of a sub-lease for a day-care centre and such sub-lease shall be for a period not exceeding one year at a time; provided that the Demised Premises are used for the purposes set out in paragraph 3.

Tenant's Liability

(g) The Tenant shall throughout the term of this lease provide and keep in force general liability insurance in respect of the Demised Premises in the names of the Tenant and of the Landlord as their respective interests may appear and in an amount not less than \$1,000,000, or such greater amount as may be necessary from time to time as mutually agreed upon, in respect of injury to or death of one or more persons or property damage.

Landlord's Insurance (h) The Tenant shall throughout the term provide and keep in full force and effect a policy of insurance insuring the building and the contents forming part of the Demised Premises to an amount not less than the full replacement cost of the building and contents against loss or damage by fire and other usual insured perils. Such replacement cost is to be reappraised periodically and mutually agreed to by the Tenant and the Landlord. Such insurance policy or policies shall contain all standard, extended and supplemental coverage clauses of the insurer which are applicable to the Landlord's building including

contents and land and shall name the Landlord as the insured.

Rules and *
Regulations

(1)

(t)

The Tenant shall enact rules and regulations from time to time regarding the management and use of the Darbe Mehr and the Demised Premises keeping in mind the Objectives referred to at paragraph 3 above. Such rules and regulations shall be enacted with a view to encompassing the provisions of this lease regarding the use of the Demised Premises and shall to the extent possible, attempt to encourage participation by many Zoroastrians in the affairs and activities of the Zoroastrian community.

Financial Disclosure The Tenant shall at every one of its annual meetings held during the currency of this lease, present to the meeting a report prepared by the directors or executive officers of the Tenant, on the activities of the Tenant in the Demised Premises and such report shall contain a statement of the income and expenses incurred by the Tenant in its management and use of the Demised Premises, duly certified by an independent chartered accountant appointed by the Tenant.

Name.

(k)

The Demised Premises shall be known as MEHRABAN GUIV DARBE MEHR - ZOROASTRIAN TEMPLE and such name shall not be changed. The sign placed outside showing this name shall not be removed or relocated without the written consent of the Landlord.

No political meetings or gambling (Bingo or other fund raising activities excepted) shall be permitted at any time on the Demised Premises or any part thereof.

ic Eroman 1 e

(1)

(m) Certain family portraits and other portraits as requested by the Landlord shall be conspicuously exhibited in a suitable place as determined by the Landlord or his agents.

(n)

(o)

The Demised Premises shall be open to all Zoroastrians and their non-Zoroastrian spouses and children.

Evidence of Payments by Tenant The Tenant shall from time to time at the request of the Landlord produce to the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this lease. PROVIDED AND IT IS HEREBY EXPRESSLY AGREED:

Expropriation

If during the term of this lease all or substantially all of the Demised Premises are taken or expropriated by any public body or paramount authority, each of the parties hereto may pursue its own claims for compensation or damages. If at any time during the term hereby demised, any public body or paramount authority shall take or expropriate all or substantially all of the Demised Premises, then upon the consent of two-thirds of its members voting at a meeting called in accordance with the provisions of paragraph 14 hereof, the Tenant may elect:

- (a) To cancel this lease by notice sent within thirty (30) days of the taking or expropriation, if the Demised Premises cannot be used by the Tenant for substantially the same purposes as before the expropriation in which event after a vote in accordance with the provisions of paragraph 14 hereof, this lease and all obligations therein shall cease; or
- (b) To change the property in accordance with the procedure set out in paragraph 15 hereof. PROVIDED that the foregoing does not include an expropriation for the purposes of road widening, unless such expropriation materially affects the use of the Demised Premises.

Alterations

The Tenant shall have the right from time to time with the written consent of the Landlord (which consent shall not be arbitrarily or unreasonably withheld or delayed) at its own expense to make such alterations in the interior or the exterior of the building and the grounds which form part of the Demised, Premises, as it feels reasonably necessary for its purposes so long as the Tenant, in making such alterations, complies with all relevant municipal by-laws from time to time in force and. does not depreciate the value of the Demised Premises. All alterations, additions or improvements so made or installed upon the interior of the Demised Premises and which in any manner are attached to the floors, walls or ceilings shall be the property of the Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof without disturbance, molestation or injury at the termination of the term hereof. Any tile or other floor covering which shall be cemented or otherwise adhesively affixed to the floor of the Demised Premises shall be and become the property

of the Landlord absolutely. Notwithstanding anything contained in this section:

Fixtures

- (a) the Tenant may install its usual fixtures and other articles appropriate to the intended use of the Demised Premises by the Tenant, provided such installation does not damage the structure of the building; and,
- (b) provided the Tenant has performed the covenants herein contained and on its part to be performed, the Tenant shall have the right, at the expiration or other termination of this lease, to remove such fixtures, but the Tenant shall make good any damage or injury caused to the Demised Premises that shall have resulted from such installation and removal.

Remedies of 8. the Landlord on Default, by the Tenant

(a) If the Tenant shall fail to perform any of the covenants, or agreements herein contained on the Tenant's part to be observed, kept or performed, and shall allow any such failure to continue for sixty days after notice in writing of such breach or default has been given the Tenant as hereinafter set out, then the term hereby granted may, at the option of the landlord, be terminated and the term and estate hereby vested in the Tenant and any and all other rights of the Tenant hereunder shall thereupon immediately cease and expire as fully and with like effect as if the entire term herein provided for had elapsed.

PROVIDED that if the Tenant is unable to fulfill any obligation, or rectify any breach of default by reason by being unable to obtain the material, goods, equipment, service, utility or labour required to enable him to fulfill such obligation or by reason of any statute, law or order in council, or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board, or any governmental department or officer or other authority or by reason of not being to obtain any permission or authority required thereby, or by reason of any other cause beyond its control other than lack of funds, whether of the foregoing character or not, the Tenant shall be, during such period, relieved from the fulfillment of such obligation.

AND PROVIDED FURTHER that if there is any dispute between the Landlord and the Tenant as to the occurrence or remedy of a default then the dispute shall be referred to arbitration in accordance with the provisions of this lease in that regard.

Waiver of Breach

- (b) NO WAIVER by the Landlord of any breach by the Tenant of any of its obligations, agreements or covenants hereunder, shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forebearance by the Landlord to seek a remedy for any breach by the Tenant, be a waiver by the Landlord of its rights and remedies with respect to such or any subsequent breach;
- (c) IN THE EVENT of default by the Tenant in performance of any of its obligations hereunder, the Landlord may perform the same and the amount of any expenditures made by the Landlord in connection therewith shall be paid, by the Tenant to the Landlord. The Landlord shall however be under no obligation to remedy any default of the Tenant, and shall not incur any liability to the Tenant for any act or omission in the course of its curing or attempting to cure any such default.

Quiet 9. Enjoyment

THE LANDLORD COVENANTS WITH THE TENANT:

- (a) For quiet enjoyment.
 - The Landlord shall cause the difference between the sum of U.S. \$600,000 plus any interest earned thereon, and the cost of acquisition of the Demised Premises plus the cost of renovations and improvements and operating expenses up to the date of execution of the Lease, to be deposited in a trust fund to be established by the Landlord for the benefit of the Tenant. The terms and form of the trust shall be as in the trust agreement annexed as Schedule "B"

Tout fund

Fire 10.

If during the term hereby granted or any renewal thereof the Demised Premises shall be so damaged or destroyed by fire, lightning, tempest, explosion, Act of God or the Queen's enemies, riot or civil commotion, strikes or lock-outs or other casualty, as to render the same wholly or substantially unfit for the purposes of the Tenant, or if upon the occurrence of any damage or destruction, the Demised Premises shall be incapable of being rebuilt, repaired or restored to the same condition as it was prior

to the damage or destruction with reasonable diligence within 120 days of the happening of such destruction or damage, then:

- (a) The Tenant at its option may terminate this lease in accordance with the procedure set out in clause 14 by notice in writing given to the Landlord within 60 days of the date of such destruction or damage, and in the event of such notice being given, this lease shall cease and become null and void from the date of giving notice, and the Tenant shall immediately surrender the Demised Premises, and all interest therein to the Landlord, or
- (b) the Tenant may request the Landlord for the change of the property in accordance with the procedure set out in paragraph 15 hereof and all references to "sales proceeds" in paragraph 15 shall for purposes of this clause mean "insurance proceeds", or
- (c) at the sole discretion of the Landlord, either the Landlord or the Tenant may repair, rebuild or restore the premises from the insurance proceeds. The manner in which such repairs, rebuilding or restoration is carried out will be mutually agreed by the Landlord and the Tenant.

Landlords' 11. Non Liability The Landlord shall not be liable or responsible for any injury, damage or loss to any persons or property at anytime or for any reason whatsoever in or upon the Demised Premises, and in particular (but without limiting the generality of the foregoing) the Landlord shall not be liable for any such injury, damage or loss resulting from electricity, fire smoke, steam, or from water, rain, ice or snow which may leak, issue or flow into or force away part of the building, or from any other place or quarter or resulting from the electrical wiring, heating appliances, equipment, piles or plumbing or plumbing works of the building.

Signs 12.

Except with respect to the sign referred to in paragraph 5, clause (k) hereof, the Tenant shall obtain the Landlord's approval of any proposed sign before erection, and same shall not be unreasonably withheld or delayed. All signs shall comply with existing bylaws and regulations.

Notice 13.

Any notice, request or demand herein provided for or given hereunder, if given by the Tenant to the Landlord, shall be sufficiently given if mailed by registered mail, postage prepaid, addressed to the Landlord at:

MEHRABAN GUIV DARBE MEHR - ZOROASTRIAN TEMPLE 3590 Bayview Avenue Willowdale, Ontario M2M 3R5

Any notice herein provided for or given hereunder, if given by the Landlord to the Tenant, shall be sufficiently given if mailed as aforesaid addressed to the Tenant at the Demised Premises.

Any notice mailed as aforesaid shall be conclusively deemed to have been given on the third business day following the day on which such notice is mailed as aforesaid. Either the Landlord or the Tenant may at any time give notice in writing to the other or others of any change of address of the party giving such notice. From and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of such notices thereafter. Any notice signed by counsel for either party shall be effective.

Early 14. Termination Notwithstanding any provision to the contrary in this lease contained, the Tenant may if it is so authorized by a resolution passed by two-thirds of the votes cast by members of the Tenant voting at a meeting of the Tenant duly called to consider the matter, and upon 90 days' notice to the Landlord, terminated this lease, whereupon all the Tenant's obligations hereunder will cease and be at an end and the Tenant shall quietly and peacefully deliver the Demised Premises to the Landlord.

Acquisition 15. of New Premises

If at a time in the future, (which shall not be less than three years from the commencement of the lease) the Tenant can demonstrate to the Landlord that either the Demised Premises are unsuitable or that another more financially viable property, in a location suitable to the community and meeting the objectives of paragraph 3, is available to be purchased or constructed, then the Tenant, having obtained the consent of its members by a majority of 75% of votes at a meeting called for the purpose, may request the Landlord to change the property and the Landlord shall not unreasonably withhold his consent to such a request. Such a change must be completed or new construction commenced within one year of the date of sale of the present premises, and the entire sale proceeds from the

present premises, except to the extent of 10% or \$75,000, whichever is greater, shall be applied towards the acquisition of the new property; the balance is to be added to the Trust Fund referred to in Schedule "B".

- 16. If at any time during the term hereby demised, the
 Demised Premises shall be in jeopardy of being vested
 in the Public Trustee pursuant to the provisions of the
 Mortmain and Charitable Uses Act, R.S.O. 1970, c.280,
 or any Act enacted in lieu thereof, then the Landlord
 may, upon the request of the Tenant, convey the
 Demised Premises and all its interest therein, at his
 discretion, either to the Tenant or a nominee or
 appointee thereof, or may convey the Demised Premises
 to be held in trust by a nominee(s) of the Landlord.

 17. Should any dispute arise between the Parties hereto,
 as to the meaning or effect of any of the terms hereof,
 and if the Parties cannot resolve the same between
- appointee thereof, or may convey the Demised Premises to be held in trust by a nominee(s) of the Landlord. Should any dispute arise between the Parties hereto, as to the meaning or effect of any of the terms hereof, themselves, then the matter shall be submitted to arbitration. A single arbitrator shall be appointed if the Parties hereto can agree on such arbitrator; otherwise each of the Parties hereto shall nominate an arbitrator and the two so nominated shall nominate a third arbitrator. Should the two arbitrators be unable to agree upon the third arbitrator, then the matter of the appointment of the third arbitrator shall be referred to arbitration in accordance with the provisions of the Arbitrations Act of Ontario, or any successor thereto. The single arbitrator or the panel of three arbitrators then so constituted, shall hear and determine the dispute and the decision of the arbitrator(s) shall be binding on both parties.

Definitions 18.

IN THIS LEASE:

"agent" means a person who is a representative of the Landlord, duly designated by the Landlord in writing as such and who can identify himself as such; "Zoroastrian" means a person who is a follower of the religion as pronounced by the Prophet Zoroaster and who has been initiated into the Zoroastrian faith.

19. WORDS importing the singular number only shall include the plural, and words importing firms and corporations shall include persons. Unless the context otherwise requires, the

word "Landlord" and the word "Tenant" whenever used herein shall be construed to include their respective successors and permitted assigns, and if the Tenant is not a corporation, shall include heirs, executors and administrators. When the context so requires or permits, the masculine gender shall be read as if the feminine or neuter, as the case may be, were expressed. The subheadings introducing paragraphs are for convenience of reference only, and shall not affect the interpretation thereof. If any paragraph or parts of paragraphs contained in this lease shall be judicially held invalid or unenforceable, the remainder of this lease shall be interpreted as if such paragraphs or parts of paragraphs had not been included. The expression "paragraph" followed by a number and/or letter means and refers to the specified paragraphs of this lease.

IN WITNESS WHEREOF the parties have hereunto affixed their respective corporate seals under the hands of their proper signing officers.

RUSTOM GUIV FOUNDATION (ONTAR10)

1. Postam Supply 20

2. Kawas & Taman X

ZOROASTRIAN SOCIETY OF ONTARIO

. Much DLC -

c/s

2.