

THIS LEASE is dated as of and effective from the 1<sup>st</sup> day of June 2009.

BETWEEN:

Skyservice Airlines Inc.  
(the "Landlord")  
31 Fasken Drive, Toronto, Ontario, Canada, M9W 1K6  
(416) 679-5700 fax: (416) 679-5918

-and-

Fly Park Inn Inc.  
o/a Skypark @ Airport Parking  
(the "Tenant")  
23 Fasken Drive, Toronto, Ontario, Canada, M9W 1K6  
(416) 679-9500 fax: (416) 679-1088

### ARTICLE 1 GRANT AND TERM

1.1 Leased Premises: In consideration of the rents, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord leases to the Tenant and the Tenant leases from the Landlord, the surface parking lot on part of the premises known municipally at 31 Fasken Drive, Toronto, Ontario being more particularly described as part of the rear of 31 Fasken Drive, Toronto, Ontario, being part of the property identified by PIN : 074200020 legally described par of Pt BLK B, PL 7994, PART 1, 64R8871, T/W EB367331, Etobicoke, City of Toronto, Ontario, being approximately 58,054.50 square feet (the "Leased Premises" or the "Parking Facility") including, without limitation, all entrances, exits, driveways, ramps, walkways and areas providing access to and from the Parking Facility as described in Schedule "A" annexed hereto.

(a) Provided further, the Landlord reserves the use of the pedestrian access gate from the Holiday Inn Hotel property, located at 970 Dixon Road and the right of way for the Landlord's staff to walk across part of the Leased Premises to and from the Holiday Inn property, from time to time. As further shown on Schedule "A" attached.

(b) Security Deposit

Tenant to provide Landlord with security deposit on or before the Commencement Date (as hereinafter defined) that will cover the cost of returning the fence modification to its original condition and temporary fence removed. Quote from The Fence People is attached as Schedule "D".

1.2 Commencement and Ending of the Term: The Tenant shall, subject to the terms of this Lease, have and hold the Leased Premises during the period (the "Term") commencing on June 1<sup>st</sup>, 2009 (the "Commencement Date") to October 31<sup>st</sup>, 2011 provided however, the months from November to April inclusive during the Term shall be for the exclusive use of the Landlord wherein the Tenant agrees to provide vacant possession for the November to April inclusive period of the exclusive use of the Landlord. Upon proof of insurance coverage, Tenant may commence improvement operations upon the property.

1.3 Landlord and Tenant agree, that in the shoulder periods of the Landlord's exclusive use periods, i.e., mid April, November, and partial December, the Landlord may make available all or part(s) of the Leased Premises for use by the Tenant, for which the Tenant shall pay rental plus tax(es) as agreed upon, at the time(s), by the Landlord and Tenant, in writing. All other terms of this Agreement shall apply in full force and effect to such partial rental(s) by the Tenant of the shoulder periods of the Landlord's exclusive use period(s).

June 4<sup>th</sup>, 2009  
AK

AK

AK

**1.4 Early Termination**

Landlord and Tenant agree that the Landlord may deliver, from time to time, Notice of Termination for all or part of the Leased Premises to the Tenant, provided:

- (i) The purpose of the Early Termination is to accommodate the use of the Leased Premises by the Landlord;
- (ii) The effective date of the Notice of Early Termination is not less than 30 days following the date of Delivery of the Notice of Early Termination.
- (iii) In the event of Notice of Early Termination of part of the Leased Premises, the Landlord and Tenant agree that as of the effective date of partial termination, the rental due and payable to the Landlord by the Tenant shall be adjusted pro-rata.
- (iv) The Landlord and Tenant agree that the Landlord will not deliver Notice of Early Termination prior to November 30, 2009.

**1.5 Condition of Premises:** The Tenant acknowledges that it accepts the Leased Premises and all other appurtenances thereto, in an "as is" condition.

**ARTICLE 2  
RENT**

**2.1 Rent:**

The Tenant shall pay from and after the Commencement Date to the Landlord at the office of the Landlord or at such other place designated by the Landlord, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement, set-off or compensation whatsoever, as rent, as set out below (the "Rent") payable monthly in advance on the 1<sup>st</sup> day of each month + G.S.T. Provided however rent shall only be due and payable during the Term for the months of May to October Inclusive. For the months of November to April inclusive, no rent shall be due and no rent shall accrue, unless pursuant to Article 1.3 of this Agreement, Landlord has made part or all of the Leased Premises available to the Tenant during the shoulder period(s).

*APK*

*June 1<sup>st</sup>, 2009*

June 1<sup>st</sup>, 2009 to October 31<sup>st</sup>, 2009 period rental shall be:  
\$6,487.50 per month (\$6,811.88 including GST)

May 1<sup>st</sup>, 2010 to October 31<sup>st</sup>, 2010 period rental shall be:  
\$6,920.00 per month (\$7,266.00 including GST)

May 1<sup>st</sup>, 2011 to October 31<sup>st</sup>, 2011 period rental shall be:  
\$6,920.00 per month (\$7,266.00 including GST)

**2.2 Taxes**

During the Term, the Landlord shall pay the real estate taxes for the Leased Premises.

**2.3 Tax Harmonization**

The Landlord and Tenant agree that as of the date of acceptance of this Agreement, it has been proposed by the taxing authorities that as of July 2010, the Provincial and Federal sales taxes will be harmonized. Therefore, the payments payable to the Landlord by the Tenant, commencing upon the date of effect of the sales tax harmonization, shall, if applicable, no longer be subject to the G.S.T., but thereafter be subject to the "harmonized" tax(es), in such amount as may prevail, from time to time.

**2.4 Lighting**

Tenant may make use of the existing lighting system on the Leased Premises which the Landlord agrees to maintain in working order, at its own expense.

*APK*

2.5 Snow Removal

Tenant, during the May to October period(s) of its use of the Leased Premises, shall be responsible for snow plowing and /or snow removal if necessary. Provided however, during the period(s) of the Landlord's exclusive use the Leased Premises the Landlord shall be responsible for its own snow plowing and /or snow removal if necessary, provided further, in the event the Tenant is using all or part of the Leased Premises during the shoulder period(s) of the Landlord's exclusive use, then in such event(s) the Tenant shall perform snow plowing and/or snow removal if necessary, for such portion(s) of the Leased Premises which the Tenant is renting from the Landlord.

ARTICLE 3  
USE AND OPERATION OF THE LEASED PREMISES

3.1 Use:

The Landlord and the Tenant agree that the Leased Premises shall be used throughout the Term only for a parking lot facility where motor vehicles are temporarily parked or stored by persons authorized by the Tenant.

ARTICLE 4  
INSURANCE AND INDEMNITY

4.1 Insurance:

(n) The Tenant shall, throughout the Term of this Lease, at its sole cost and expense, take out and keep in full force and effect and in the names of the Tenant, the Landlord and any mortgage thereof, as their respective interests may appear, the following insurance:

- (i) comprehensive general liability insurance which coverage being with respect to the Leased Premises. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence or such higher limits as the Landlord, acting reasonably, may require from time to time. Such insurance shall include the Landlord as an additional named insured and shall contain severability of interests and cross liability clauses; and
- (ii) garage auto third party liability insurance which coverage being with respect to the Leased Premises. Such policies shall be written on a comprehensive basis with inclusive limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or such higher limits as the Landlord, acting reasonably, may require from time to time. Such insurance shall include the Landlord as an additional named insured and shall contain severability of interests and cross liability clauses.

(b) All of the policies shall be taken out with insurers reasonably acceptable to the Landlord and in a form reasonably satisfactory to the Landlord.

(c) All of the policies shall contain an undertaking by the insurers to notify the Landlord in writing not less than thirty (30) days prior to any material changes, cancellation or termination.

(d) (i) The Tenant agrees to deliver certificates of insurance to the Landlord within thirty (30) days after the placing of the required insurance. No review or approval of such insurance documentation by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease.

(ii) Before Commencement of the Lease, the Tenant shall provide proof of insurance to the Landlord, in writing, and such insurance is required to be reviewed and deemed acceptable by the Landlord.

(II) Provided however, this condition is for the sole benefit of the Landlord, and failing the Landlord notifying the Tenant of the insurance being unacceptable within five (5) business days of receipt of the proof of insurance by the Landlord, this condition shall be deemed waived, and this Agreement shall be in full force and effect. Provided however, the waiving of this condition by the Landlord does not limit and/or remove any other rights and/or remedies of the Landlord respecting Tenant's insurance, contained herein.

(e) If the Tenant at any time fails to take out, keep in force or pay the premiums on any such insurance as required herein, or if the Tenant fails from time to time to deliver to the Landlord satisfactory proof of the good standing of any such insurance or the payment of premiums thereon as required herein then in any such event the Landlord shall without prejudice to any of its other rights and remedies under this Lease, have the right but not the obligation to effect such insurance on behalf of the Tenant and the cost thereof together with all reasonable expenses incurred by the Landlord shall be paid by the Tenant to the Landlord upon demand.

4.2 **Loss or Damage:** The Landlord shall not be liable for any direct, indirect, consequential special, punitive or exemplary damages of any nature whatsoever that may be suffered or sustained by the Tenant or any employee or invitee or the Tenant or any other person, including without limitation, death or injury arising from or out of any occurrence in, upon, at, or relating to, the Leased Premises or any part thereof, or loss or damage to property of the Tenant or of others located on the Leased Premises, including without limitation, loss or damage caused by theft or weather. Furthermore, the Tenant covenants to save harmless and indemnify the Landlord from and against all liability, loss, costs, claims or demands made against it in respect of any loss, injuries or damage referred to in this Article 4.2.

#### ARTICLE 5 Other Terms

5.0 **Subletting and Assignment** Tenant may from time to time, sublet and/or assign all or part of its interests in the Leased Premises, provided, it so notifies the Landlord, and provided, that the Tenant is not relieved from any of its obligations as set out in this Agreement.

5.1 **Acceptance by Facsimile, Counterparts** This Agreement may be made and accepted by electronic facsimile and/or in counterparts with the same meaning and import as original documents, provided the documents are legible.

The Heirs, Assigns, Executors, Administrators of the undersigned agree to bound by the Terms hereof.

Dated at Toronto this 17 day of June 2009

Fly Park Inn Inc.

PER: [Signature]  
By: JEP WATKINS-CARTER  
Position: Secretary

Skyservice Airlines Inc.

PER: [Signature]  
By: AL Read  
Position: VP Ground + Commercial Operations

[Signature]



**SCHEDULE " B"**

**TENANTS WORK**

The Tenant agrees, at its sole expense, to perform all the following work and provide all the material and equipment to render the Parking Facility complete as the Tenant requires to operate its business on the Leased Premises.

Landlord to review construction plans and both Landlord and Tenant to agree on scope of work for fence install that is acceptable to Landlord and Tenant.

Provided further, the Tenant agrees, at its sole expense to provide and install the following:

1. An entry gate system on the easterly side of the Leased Premises, of not less than six foot high metal mesh, with new posts as required to support such gate system, fixed in concrete. This gate system to be fully paid for by the Tenant and to remain with the Leased Premises, as the property of the Landlord, upon expiry or other termination of the Lease.
  - 1.1 Locking Device : Gate system to be installed shall include heavy duty lock(s) which key(s) shall be provided to the Landlord, for use in locking the gate during the period(s) of the Landlord's exclusive use.
2. Tenant, at its own expense, to supply and install, rental fence panel system, not less than 6 feet high on part of the Leased Premises, being approximately 140 feet in length.
  - 2.1 Such system to be removed, at the Tenant's expense, during the term for the exclusive use period of the Landlord of the Leased Premises, from November to April inclusive, or such additional shoulder periods if the Landlord has made the Leased Premises available during such time pursuant to Article 1.3 of this Agreement.
  - 2.2 Such system to be re-installed, at the Tenant's expense, during the Term for the period from May to October inclusive.
- 3.0 Security Deposit  
Tenant agrees to provide the Landlord a security deposit, prior to commencement of any work, in such amount as required, to restore the fencing upon expiry or other termination of the Lease, to the original condition as when the Tenant took possession, and/or any removal of temporary fencing. A quote for such cost(s) to be attached hereto as Schedule "D", from "The Fence People", the Tenant's contractor.

**SCHEDULE "C"**

**LANDLORD'S WORK**

**1.0 Landlord agrees, at its sole expense, to locate boundary jersey barriers on part of the perimeter of the Leased Premises, as shown on Schedule "A", attached.**

**1.1 Landlord agrees that such jersey barriers shall be placed for the benefit of the Tenant, commencing in the month of May and extending to October inclusive, during the Term.**

**1.2 Provided further, in the event of any modification of the Landlord's period(s) of exclusive whereby the Tenant is using all or part of the Leased Premises during the shoulder period(s) of the Landlord's exclusive use period(s), such placing/ removal of the jersey barriers shall be modified accordingly.**

Handwritten signature and initials in the bottom right corner of the page.

# THE FENCE PEOPLE LIMITED SCHEDULE "D"

2nd CLARENCE STREET, UNIT # 11, BRAMPTON, ONTARIO, L6W 1T4 TEL:(905)450-0500 - FAX:(905)450-0502

Quote Id #: 13254

FROM: Adriana Dilber - adrianad@thefencepeople.com  
TO: Fly Park Inn Inc.  
CONTACT: Jed

DATE: May 29, 2009

### PROJECT

31 Fasken Dr. - Toronto, Ontario

SECTION NONE

ADDENDUM SEEN: NONE

#### SCOPE OF WORK:

As requested by: Jed

SOLD ~ Supplied & Installed By The Fence People Limited.

AREA: Removal / Replacement ~ CHAIN LINK GATE REMOVAL / NEW MESH

- Install 16 linear ft. of new 2" x 9 gauge galvanized chain link mesh 6 ft. high.
- remove (01) 12 ft. gate x 6 ft. high.
- (02) gate posts to be out flush @ grade.

Total Cost ..... \$ 750.00 + Gst.

Notes: Quote is based on normal soil conditions w/ full & clear access for all equipment & truck with trailer. We require current utility locates to be verified prior to installation. All trees, shrubs & tall grass to be removed by others, prior to installation. A site visit will be required to confirm dimensions and price.

\*\*\*\* Any Temporary Fencing Rented from The Fence People Ltd. to the Fly Park Inn Inc. Includes the Removal at the End of the Project Duration. \*\*\*\*

#### EXCLUSIONS

NONE

GRAND TOTAL

\$750.00

GST EXTRA

TERMS Net 10 Days

ALL PRICES ARE PST INCLUDED F.O.B. JOB SITE

Note: This quote may be withdrawn if not accepted within 30 days

Visit our web-site "www.thefencepeople.com" and try our new "WEB QUICK-QUOTE" system



SECOND ADDENDUM TO AGREEMENT TO LEASE

THIS ADDENDUM TO AGREEMENT TO LEASE (the "Addendum") is entered into this 30 day of MSC, 2009, by and between SKYSERVICE AIRLINES INC., ("Landlord") and FLY PARK INN INC., ("Tenant") o/a Skypark @ Airport Parking.

WITNESSETH:

WHEREAS, the parties have entered into that certain Agreement to Lease of June 4<sup>th</sup>, 2009 (the "Lease") whereby the Landlord leased to the Tenant a portion of Landlord's property generally described as Part of 31 Fasken Drive, City of Toronto, Ontario, Canada and more particularly described in the Lease and Schedule "B" of the Lease (the "Demised Land"). And,

WHEREAS, Landlord and Tenant wish to amend certain terms of the Lease;

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

1. **Terms.** All capitalized terms used, but not otherwise defined, in this Amendment shall have the same meaning as in the Lease except when the context of this Amendment requires otherwise. Except as specifically modified or amended by this Amendment, the Lease shall continue in full force and effect unchanged.
2. **Term.** The Sections 1.2 and 1.3 of the Lease entitled "Commencement and Ending of Term" are deleted in their entirety and the following is substituted in its place:

"Term:

The "Term" shall commence June 4<sup>th</sup>, 2009 and expire October 31<sup>st</sup>, 2011."

2. **Rent.** The Section 2.1 of the Lease entitled "Rent" is deleted in its entirety and the following is substituted in its place:

"Rent:

The Tenant shall pay from and after the Commencement Date to the Landlord at the office of the Landlord or at such other place designated by the Landlord, in lawful money of Canada, without any prior demand therefore and without any deduction, abatement, set-off or compensation whatsoever, as rent, as set out below (the "Rent") payable monthly in advance on the 1<sup>st</sup> day of each month plus G.S.T. as follows:

June 4<sup>th</sup>, 2009 to October 31<sup>st</sup>, 2009 period rental shall be:  
\$6,487.50 per month (\$6,811.88 including G.S.T.)

November 1<sup>st</sup>, 2009 to October 31<sup>st</sup>, 2011 period rental shall be:  
\$6,920.00 per month (\$7,266.00 including G.S.T.)

X January 11, 2010 thru January 31<sup>st</sup>, 2010 period rental shall be:  
\$1,750.00 per month (\$1,837.50 including GST) See Appendix A for location.

1. February 1, 2010 thru April 30, 2010 period rental shall be:  
\$2,625.00 per month (\$2,756.25 including GST). See Appendix A for location.
3. Snow Removal. The Section 2.5 of the Lease entitled "Snow Removal" is deleted in its entirety and the following is substituted in its place:  
  
"Snow Plowing/ Removal :  
During the Term of the Lease the Tenant, at its own expense, shall be responsible for its own snow plowing and/or snow removal, if necessary."
4. Entire Agreement. This Amendment, together with the Lease constitutes and represents the entire agreement between the parties hereto relating to the subject matter herein and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Amendment may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have authorized this Amendment to be executed and delivered on their behalf by their duly authorized representatives as of the date first written above.

LANDLORD:

SKYSERVICE AIRLINES INC

By:

Name:

Its:

*Lawrence Shack*  
*Director Commercial*  
*Planning*

TENANT:

FLY PARK INN INC.

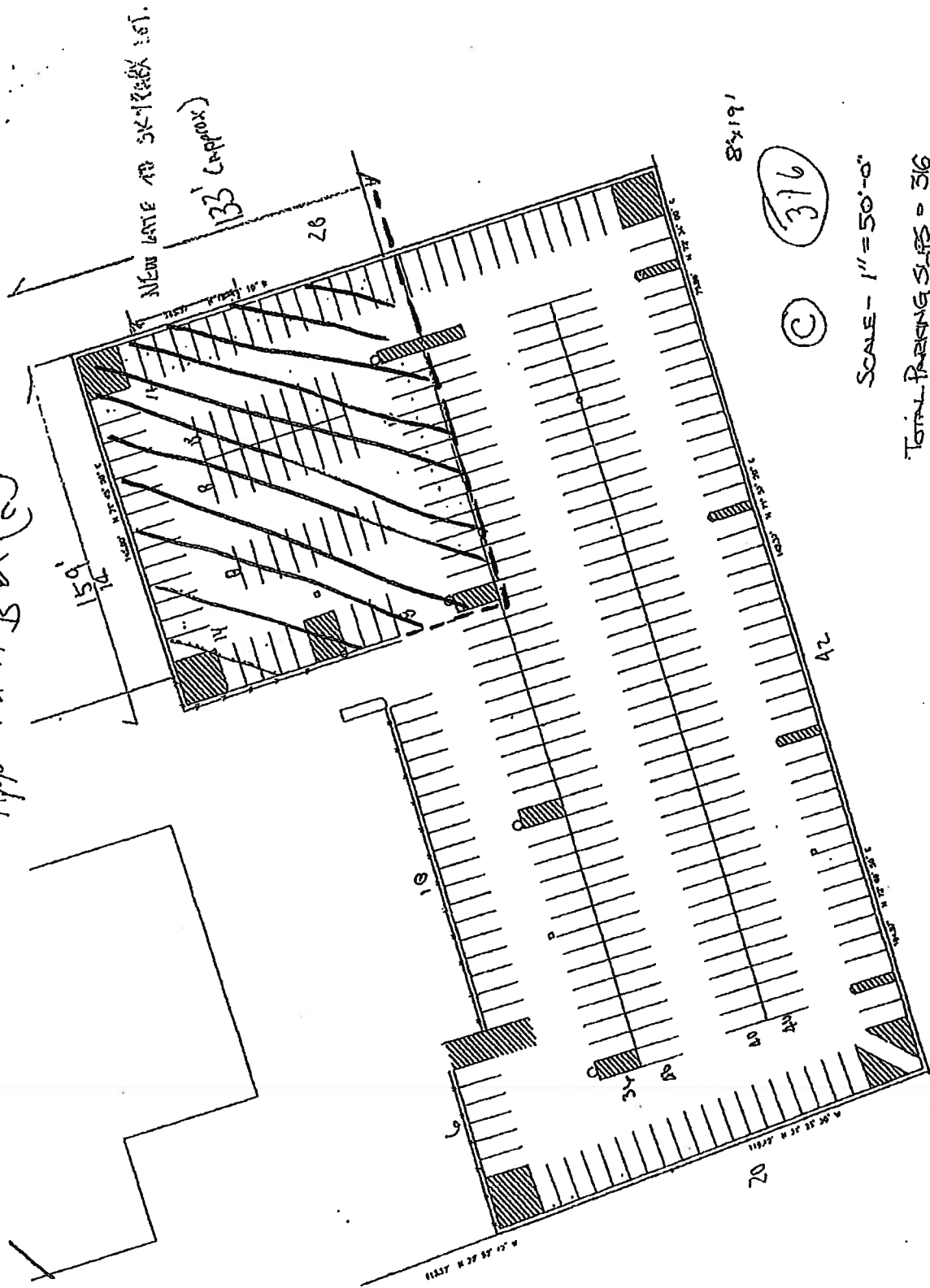
By:

Name:

Its:

*Jed Matland-Carter*  
*JED MATLAND-CARTER*  
*Secretary*

Appendix # B & C



8x19'

(C) 316

SCALE - 1" = 50'-0"

TOTAL PARKING SLIPS = 316

160  
36  
42  
12  

---

250

**THIRD AMENDMENT TO AGREEMENT TO LEASE**

**BETWEEN:**

**Skyservice Airlines Inc.  
(the "Landlord")  
31 Fasken Drive, Toronto, Ontario, Canada, M9W 1K6  
(416) 679-5700 fax: (416) 679-5918**

**-and-**

**Fly Park Inn Inc.  
o/a Skypark @ Airport Parking  
(the "Tenant")  
23 Fasken Drive, Toronto, Ontario, Canada, M9W 1K6  
(416) 679-9500 fax: (416) 679-1088**

Whereas the Landlord and Tenant have entered in a Lease dated June 4<sup>th</sup>, 2009 and where as the Landlord have executed a First Amendment and Second Amendment thereto. Now, the Landlord and Tenant wish to amend certain Terms of the Lease, the First Amendment and Second Amendment thereto.

**NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:**

- 1. Terms, All capitalized terms used, but not otherwise defined , in this Amendment shall have the same meaning as in the Lease except when the context of this Amendment requires otherwise. Except as specifically modified or amended by this Amendment , the Lease shall continue in full force and effect unchanged.**
- 2. Leased Premises: The Section 1.1 of the Lease shall remain unchanged and the following wording shall be added thereto:\**

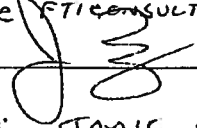
**"1.1(A) Additional Leased Premises. The parties agree that the Landlord shall rent to the Tenant Additional Leased Premises for car parking, as shown on Schedule "E" attached hereto."**

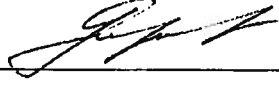
- 3. Commencement and Ending of Term: The Section 1.2 of the Lease shall remain unchanged, however, the following wording shall be added thereto:**

**"1.2 (A) Additional Leased Premises Commencement Date: The Commencement Date Of the Additional Leased Premises rental shall be May 7<sup>th</sup>, 2010 and shall continue until expiry of the Lease or early termination thereof.**

4. Rent: The Section 2.1 of the Lease entitled "Rent" shall remain unchanged however the following shall be added:  
"2.1 (A) "Additional Leased Premises Rent: The Tenant shall pay rent to the Landlord for the Additional Leased Premises, the rental amount of One Thousand Five Hundred Dollars (\$1,500.00) per month plus applicable G.S.T. or H.S.T. , as the case maybe, on the first day of each month , in advance.
5. Entire Agreement. This Amendment, together with the First and Second Amendment and the Lease constitutes the entire agreement between the parties hereto relating to the subject matter herein and supersedes any prior understandings or agreements, written or verbal, between the parties hereto relating to the subject matter herein. This Amendment may be amended, supplemented, modified or discharged only upon an agreement in writing executed by the all of the parties hereto.

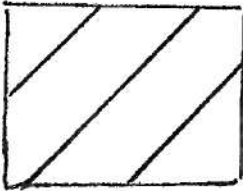
IN WITNESS WHEREOF, the parties have authorized this Amendment to be executed and delivered on their behalf by their duly authorized representatives as of the date first written above.

LANDLORD:  
SKYSERVICE AIRLINES INC. BY ITS  
RECEIVER FTI CONSULTING, INC.  
By:   
Name: JAMIE T ENGEW.  
Its: RECEIVER.

TENANT:  
FLY PARK INN INC.  
By:   
Name: GARIK BEVORKIAN  
Its: DIRECTOR.

# SCHEDULE "E"

LEGEND



Additional  
Leased  
Premises

