

BY-LAW

Number	110-01	
TO AUTH	HORIZE THE EXECUTION OF A	
LEASE E	BETWEEN CANREATH HOLDINGS	
LIMITED	O AND THE CORPORATION OF TH	E
CITY OF	F BRAMPTON (8 MELANIE DRIVE	,
UNIT #2	22)	

The Council of the Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute a lease between Canreath Holdings Limited and the Corporation of the City of Brampton, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in open Council this 11th day of May, 1981.

- server

CLERK

LESSOR 53	AMPLATH ROLLINGS LTO.	
Lessee CITY	OF BRAMPTON	having inspected the
#22, City of Brampton rental of \$5,700.00 per of each leased year dulessor as a deposit per is attached hereto to returned if this offer executed by both partity related materials.	for a term of 2 years from Mar annum/said sum is payable aring said term./ Cheque for Standing completion or other terms apply on account of the first is not accepted. Lease shall es forthwith. Premises to be at its understood and agreed the CITY SOLICITOR AND THE MUNICIAN	in advance on the first day 55,700.00 payable to the cmination of this agreement, tyears rental and to be to be drawn by lessor and used for storage of files nat THIS OFFER IS SUBJECT
THE LESSEE PAYS:	,	
AS ADDITIONAL PART	Toyon NO Hooting VEC	Hydro YES MANAGEMENT
AS ADDITIONAL PART	Taxes NO Heating YES Insurance NO 'Water and (Wear and tear excepted).	
FLOOR AREA:	(square feet) 2200 Office Air Conditioning NO	ce area EXISTING
RENTAL RATE:	\$2.60 per sq.ft. \$5,700.00	per year
HEATING TYPE:	Steam Hot Water	Gas Fired Units TWO
POWER:	110 YES 220 YES 550	YES AMPS 60
SHIPPING FACILITIES:	Truck Level Drive In	ONE Size 10x10
LAVATORY:	Men 1-2pc. Woman 1-2pc	Sprinkler System NO
CEILIŅG:	Clear 14' Fixture Nos.	4 Size 2×4'
REMARKS:	Lessee has renewal option f	
- '	Terms and conditions to be	re-negotiated OR ARBITRATED -
,,	ON BASIS OF MARKET RENTAL:	The Lessee shall be permitted
,	to assign or sublet the pre	emises provided the consent of
	lessor is first obtained. S	Such consent is not to be
•	unreasonably withheld.	
	stood that all representation re set out in this agreement.	as made by the Lessor or any of
This offer shall be accepted this offer sh	e irrevocable until May 13, 19 all be null and void.	081, after which time if not
Dated at BRAMPTON t	his 8th day of May, 1981	
SIGNED, SEALED and DEL in the presence of	IVERED	
-		フ·//
	<u>'</u>	, (Seal
	Less	see's Signature
Dated at BRANKT	this day of	MAY 1981
OTOURD CRAIRD - 1 DEL	THE DED	,

SIGNED, SEALED and DELIVERED in the presence of

CANREINA HOLDINGS LTD

Lessor's Signature

This Indenture,

						· ·
		made as of the	West.	day of	May	A D 1981
	IN PURS	SUANCE OF THE SHORT FO	RMS OF LEASES ACT			,
	BETWE	EN	•	^		
,		Canreath Holding	s Limited		hereinafter called '	Lessor" OF THE FIRST PART
	-and-	m 0	of the City of	Prompton		
		The Corporation	or the city or		neremafter called "Lo	essee" OF THF SECOND PART
	-and-		,	,		
				he	reinafter called "Gua	rantor" OF THE THIRD PART
	WITNE	SSETH.	<u>-</u>		,	•
					•	١
Demise	,	to be paid, observed and approximately 2200 "A" of the building erected Brampton particularly described in Sc to the centre of interior was the said premises, rights an Provided that the Lessor sh time to time decide, in res	upon the lands and premu Lessor dot upon the lands and premu Eoun hedule "A" annexed here tills thereof and the right a nd parking areas being h all have the right to mak spect of the common ou	square feet shown of securities, lying and ION Peel eto, including in the datalitimes to the conferentafter sometimes and itside areas, including	unto Lessee that utlined in red on ske being in the Ci demised premises the amon use of the drive collectively referred improvements or alto the right to change	contained on the part of Lessee designated portion containing the attached hereto as Schedule. Ty of and Province of Ontario, more windows and exterior walls and away areas appurtenant thereto, to as the "demised premises" erations as the Lessor may from the location and layout of the the Lessee as required by the
Term		for and during the term of . May 14th	2. years, to be considered to the constant of the constant	omputed from and in from thenceforth nex	clusive of the t ensuing and fully to	nimated as hereinafter provided, 15th day of the complete and ended on the 83 If the Term commences the fractions of a month at the
				·		-
		,				
						1
	-			ī		
Use of Premises	es	3 THE LESSEE shall use and related ma	and occupy the demised atterials	premises only as	storage are	a for files . and for no other purpose
Rent		4 YIELDING AND PAYI	NG therefore yearly and	every year during the	term hereby granted	the sum of Five
			Hundred		\ \	
						f- On the first day of
1		each leased year o	iuring said tem	N+(5) with-additional rea	Boltars each on the t_bereinafter_reserve	frist day of each month meach ed The Lessor ack nowledges
•		receipt of \$	to be applied	d as a rental for the f	irst and last mon	ths of the term hereby created,
						be made to Lessor at Lessor's m time to time direct in writing

Lessee's Convenants Rent

- 6. THE LESSEE CONVENANTS THE SAID LESSOR:
- (a) To pay rent

Taxes and Utilities

(b) - Lessee shall pay for gas and electrical power or energy.

Repairs

(c) Lessee shall keep the demised premises clean and in such condition as a careful owner would do.

sor by

(d) That it shall be lawful for Lessor and its agents, at all reasonable times during the said term, to enter the demised premises to inspect the conditions thereof.

Leave Premises in Good Repair (e) And further, that Lessee will, at the expiration or sooner determination of the said term, peaceably surrender and yield up unto Lessor, the said premises hereby demised with the appurtenances, erections which at any time during the said term shall be made therein or thereon in good and substantial repair and condition, reasonable wear and tear and damage by fire, lightning and tempest only excepted;

Heat

(f) To heat the said premises in a reasonable manner at its own expense, from heating equipment supplied by the Lessor.

Public Orders (g) That it will promptly comply with all requirements of the local Board of Health, Police or Fire Department and all other Authorities having jurisdiction over the demised premises respecting the manner in which it uses or maintains the said premises;

Sublet

- (h) And will not assign or sublet without leave, provided such leave shall not be unreasonably withheld further, however, and it is made a condition of the giving of such consent that:
 - (i) the proposed assignee of this lease shall agree in writing to assume and perform all of the terms, convenants, conditions and agreements by this lease imposed upon the Lessee herein in the form to be approved by the solicitor for the Lessor;
 - (ii) no assignments or sub-lease shall in any manner release the Lessee and guarantor from his convenants and obligations hereunder;

Nuisance

(i) That it will not do or omit to do or permit to be done or omitted anything upon or in respect of the demised premises the doing or omission of which (as the case may be) shall be or result in a nuisance; and that no machinery shall be used therein which shall cause any undue vibration in or to the said premises and that in case of the Lessors or any other occupants of the said building reasonably complaining that any machinery or operation or process is a nuisance to it or them or which causes any undue vibration or noise in the said premises, that upon receiving notice thereof, the said Lessees will immediately abate such nuisance.

Insurance

(j) The Lessee convenants that nothing will be done or omitted to be done whereby any policy of insurance shall be cancelled or the premises rendered uninsurable; Seizure and Bankruptcy

- 7. PROVIDED AND IT IS HEREBY EXPRESSLY AGREED:
- That in case without the written consent of Lessor, the demised premises shall become and remain vacant or not used for a period of thirty (30) days while the same are suitable for use by Lessee or to be used by any person other than Lessee, or in case the term hereby granted or any of the goods and chattels of Lessee shall be at any time seized or taken in execution or in attachment by any creditor of Lessee or Lessee shall make any assignment for the benefit of creditors or give any Bill of Sale without complying with The Bulk Sales Act (Ontario) or become bankrupt or insolvent or take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or any order shall be made for the winding-up to Lessee, then and in every such case the then current month's rent and the next ensuing three (3) month's rent shall immediately become due and payable, and, at the option of the Lessor, this lease shall cease and determine and the said term shall immediately become forfeited and void, in which event Lessor may re-enter and take possession of the demised premises as though Lessee or any occupant or occupants of the demised premises was or were holding over after the expiration of the term without any right whatever;

No Exception for Distress

(b) That notwithstanding the benefit of any present or future statute taking away or limiting Lessor's right of distress, none of the goods and chattels of Lessee on the demised premises at any time during the said term shall be exempt from levy by distress for rent in arrears;

Public Liability

(c) That Lessor shall not in any event whatsoever be hable or responsible in any way for any personal injury or death that may be suffered or sustained by Lessee or any employee of Lessee or any other person who may be upon the demised premises or for any loss or damage or miner to any property belonging to Lessee or to the employees or to any other person while such property is on the demised premises and, in particular (but willower infilting the generality of the foregoing) Lessor shall not be hable for any damage on any such property could by steam, water, rain or snow which may leak into, issue or flow from any part of the said building or adjuming premises or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any other place or quarter or tor any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or for any damage caused by anything done or omitted to be done by any Lessee,

Holding Over

(d) That if the Lessee shall continue to occupy the demised premises after the expiration of this lease, with or without the consent of the Lessor, and without any further written agreement, the Lessee shall be a monthly Tenant at a monthly rental herein reserved and otherwise on the terms and conditions herein set forth, except as to the length of tenancy

Overloading

(e) That Lessee will not bring upon the demised premises or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might damage the floors of the demised premises and that if any damage is caused to the demised premises by any machinery, equipment, article or thing or by overloading or by any act, neglect or misuse on the part of the Lessee or any of its servants, agents or employees or any person having business with Lessee, Lessee will forthwith repair the same or pay to the Lessor the cost of making good the same,

Indemnification of Lessor (f) That Lessee will indemnify and save harmless Lessor of and from all hibitities, tines, suits, claims, demands and actions of any kind or nature to which Lessor shall or may become liable for or suffer by reason of any breach, violation or non-performance by Lessee of any covenant, term of provisions hereof or by reason of any injury of death resulting from occasioned to or suffered by any person or persons or any property by reason of any act neglect or default on the part of Lessee or any of its agents or anyone on the property as an invitee or licencee of Lessee, employees, such indemnification in respect of any such breach, violation or non-performance damage to property, injury or death occurring during the term of the lease shall survive any termination of this lease, anything in this lease to the contrary notwithstanding,

Payments deemed rent

(g) That in the event of Lessee failing to pay any taxes, rates, insurance premiums or other charges which it has herein covenanted to pay, Lessor may pay the same and shall be entitled to charge the sums so paid to Lessee who shall pay them forthwith on demand, and Lessor in addition to any other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as it might have and take for the recovery of rent in arrears under the terms of this lease,

Refuse

(h) That Lessee will keep the demised premises and every part thereof in a clean and tidy condition and will not permit waste paper, garbage, askes or waste or objectionable material to accumulate thereon,

Loading and Unloading

(i) That all loading and unloading of merchandise, supplies, materials, garbage and other chattels shall be effected only through or by means of such doorways or corridors as the Lessor shall designate,

Demised Premises Defined (j) Whenever in this lease reference is made to the demised premises it shall include all structures, improvements and erections in or upon the demised premises or any part thereof from time to time,

Evidence of Payments by Lessee

(k) Lessee shall from time to time at the request of Lessor produce to Lessor satisfactory evidence of the due payment by

Adjustment of Taxes

Lessee of all payments required to be made by Lessee under this lease,

of Taxes
Fixtures

8 PROVIDED that Lessee may remove its fixtures, provided further that Lessee shall not remove or carry away from the said premises any building or any plumbing, heating or ventilating plant or equipment or other building services

Re-entry

PROVISO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

The above powers may be exercised whether legal demand for the rent has been made or not Provided that notwithstanding anything hereinbefore contained, the Lessor's right of re-entry hereunder for non-payment of rent, non-performance of covenants, seizure or forteiture of the said term shall become excercisable immediately upon such default being made. Provided further that upon such re-entry by the Lessor under the terms of this paragraph or any other provision or provisions of this lease, the Lessor may in addition to any other remedies to which the Lessor may be entitled, at its option, at any time and from time to time re-let-the demised premises or any part or parts thereof for the account of the Lessoe or otherwise and receive and collect the rents therefore, applying the same first to the payments of such expenses as the Lessor may have incurred in recovering possession of the demised premises including the legal expenses and Solicitor's fees and for putting the same into good order or condition or preparing or altering the same for re-rental and all other expense, commissions and charges paid, assumed or incurred by the Lessor in or about re-letting the premises and then to the fulfillment of the covenants of the Lessee hereunder. Any such re-letting herein provided for may be for the remainder of the term as originally granted or for a longer or shorter period. In any such case and whether or not the demised premises or any part thereof be re-let, the Lessee shall pay to the Lessor the rental hereby reserved and all other sums required to be paid by the Lessor good of the termination of this lease or of recovery of possession of the demised premises by the Lessor until the end of the term of this lease the equivalent of the amount of all the rentals hereby reserved and all other sums required to be paid by the Lessor herein provided for rental, that is to say, upon each of the days herein provided for payment of rental, the Lessor on the days herein provided for rental, that is to say, upon each of the



10 IT IS THE INTENTION of this lease that the said rentals herein provided to be paid shall be net to Lessor and clear of clip taxes (except Lessor's Income Taxes) cost and charges arising from a selecting is the dentised premises and that Lessee shall pay all charges, impositions, expenses of every nature and kind relating to the demised premises and Lessee coveriants with Lesser accordingly

Quiet Enjoyment 11 LESSOR COVENANTS WITH LESSEE FOR QUIET ENJOYMENT

Inspect Premises

12. PROVIDED that during the term hereby created any person or persons may inspect the said premises and all parts thereof at all reasonable times, on producing a written order to that effect signed by Lessor or its agents

Removal of Goods

13. PROVIDED that in case of removal by Lessee of the goods and chattels of Lessee from off the premises, Lessor may follow the same for thirty (30) days in the same manner as is provided for in The Landlord and Tenant Act

Notices for Sale or 14 PROVIDED that Lessor shall have the right during the term of this lease to place upon the demised premises a notice stating that the demised premises are for sale and shall within three months from the termination of the said term have the right to place upon the demised premises a notice stating that the demised premises are for rent, and further provided that the Lessee will not remove such notice or permit the same to be removed

Emprovements

15. ANY BUILDING, erection or improvement placed or erected upon the demised premises shall become a part thereof and shall not be removed and shall be subject to all the provisions of this lease. No building, erection or improvement shall be erected upon the demised premises without the prior written consent of Lessor.

Fire

- 16 PROVIDED IT IS HEREBY EXPRESSLY AGREED that if and whenever during the term hereby demised the building of which the demised premises forms a part shall be destroyed or damaged by fire, lightning or tempest, or any of the peruls insured against under the provisions of paragraph six (j) hereof, than and in every such event,
- (a) It the damage or destruction of the building of which the demised premises form a part renders seventy-five per cent (75%) or more of the said buildings wholly untit for occupancy or impossible or unsafe for use and occupancy, the Lessor may at its option, terminate this lease by giving to the Lessee notice in writing of such termination, in which event, this lease and the term hereby demised shall cease and be at an end as of the date of such destruction or damage, and the rent and all other payments for which the Lessee is liable under the terms of this lease shall be apportioned and paid in full to the date of such destruction or damage
- (b) If the damage or destruction is such that the portion of the building hereby demised is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy it and if in either event the damage, in the opinion of Lessor, to be given to Lessee within ten (10) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and twenty (120) days from the happening of such damage or destruction, then either Lessor or Lessee may within five (5) days next succeeding the giving of the Lessor's opinion as aforesaid terminate this lease by giving to the other notice in writing of such termination, in which event this lease and the term hereby demised shall cease and be at an end as of the date of such destruction or damage and the rent and all other payments for which Lessee is liable under the Lessor or Lessee shall be apportioned and paid in full to the date of such destruction or damage, in the event that neither Lessor or Lessee so terminate this lease, then Lessor shall repair the said building with all reasonable speed and the rent hereby reserved shall abate from the date of the happening of the damage until the damage shall be made good to the extent of enabling Lessee to use and occupy the demised premises.
- (c) If the damage be such that the portion of the building hereby demised is wholly unfit for occupancy or if it is impossible or unsafe to use or occupy it but if in either event the damage, in the opinion of the Lessor, to be given to Lessee within ten (10) days from the happening of such damage can be repaired with reasonable diligence within one hundred and twenty (120) days from the happening of such damage, then the rent hereby reserved shall abate from the date of the happening of such damage until the damage shall be made good to the extent of enabling Lessee to use and occupy the demised premises and Lessor shall repair the damage with all reasonable speed,
- (d) If in the opinion of the Lessor the damage can be made good as aforesaid within one hundred and twenty (120) days of the happening of such destruction or damage and the damage is such that the portion of the building demised is capable of being partially used for the purposes for which it is hereby demised, then until such damage has been repaired the rent shall abate in the proportion that the part of the portion of the building demised is rendered unfit for occupancy bears to the whole of the said portion of the building demised and Lessor shall repair the damage with all reasonable speed.

Assignment by Lessor

17 LESSOR DECLARES that it may assign its rights under this lease to a Lending Institution as collateral security for a loan to Lessor and in the event that such an assignment is given and executed by Lessor, and notification thereof is given to Lessee by or on behalf of Lessor, it is expressly agreed between Lessor and Lessee that this lease shall not be cancelled or modified for any reason whatsoever except as provided for, anticipated or permitted by the terms of this lease or by law, without the consent in writing of such Lending Institution

LESSEE COVENANTS AND AGREES WITH LESSOR that it will, if and whenever reasonably required by Lessor and at Lessor's expense, consent to and become a party to any instrument relating to this lease which may be required by or on behalf of any purchaser, bank or mortgagee from time to time of the said premises, provided always that the rights of Lessee as hereinbefore set out be not altered or varied by the terms of such instrument or document

Signs

18 THE LESSOR shall provide for the Lessee on the exterior of the demised premises, a sign at the Lessee's sole expense, such sign to serve as identification of the Lessee's premises and not as advertising, such to be complementary with other similar signs of other Tenants in the buildings as to dimensions and type. The Lessor to provide as soon as practicably possible a directory board facing the street and containing the name of the Lessee together with the names of other tenants in the buildings at Lessee's sole expense.

Maintenance

19. THE LESSEE agrees to pay to the Lessor by monthly installments to be fixed from time to time by the Lessor and as additional rent its preportionate share of all costs during the term hereby granted which may occur with respect to the parking area and other common areas used in conjunction with the leased premises including lightning, cleaning, painting, snow removal, insurance against claims, repairs and rept. ements of curbs, walkways, parking and landscaping. All of which work and the cost of same to be at the sole discretion of the Lessor. The amount of such payments to be paid by the Lessee shall be that proportion which the area of the demised premises here to the area of the bestding of which the demised premises forms a part. The Lessor shall at the end of carb earchdar year submit to the Lessee a statement showing the cost of such repairs and maintenance during the preceding 12 month period, and including the Lessee's proportionate share and shall contain reasonable details of such costs. To the extent that the Lessee's share of such cost shall be greater or less than the amount actually paid by it, such difference shall be paid by the Lessee or repaid by the Lessor as the case may be

Waiver of Breach

- 20. THE FAILURE of Lessor to insist upon a strict performance of any of the agreements, terms covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that Lessor may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions
- 21 IN CONSIDERATION of the Lessor entering into these presents the guarantors hereby jointly and severally covenant and agree and guarantee with and to the Lessor that the Lessee will promptly observe, perform and tulfill all of the covenants and agreements of the Lessee contained in these presents and that the Lessee will do and cause to be done all things devolving upon the Lessee to do or to have done pursuant to these presents and everything herein contained, and if the Lessee does not do so the guarantors will do so and that the guarantors and each of them shall have the same liability and obligations to the Lessor as though the guarantors had jointly and severally with the Lessee entered into the covenants and agreements of and made by the Lessee as set out in these presents. The guarantors shall remain responsible and liable under their covenants, agreements and guarantees herein set out whether or not the Lessor shall extend the time for payment of any money payable by the Lessee hereunder and whether or not the Lessor shall fail to enforce or agree not to enforce any of its rights or remedies hereunder and regardless of any act, omission, laches or delays by or of or on the part of the Lessor and notwithstanding any other act, matter, thing or omission whatsoever. The guarantors waive and renounce any and all rights, benefits, privileges or immunities which they have or are or may be entitled to by reason of being guarantors. The liabilities of the guarantors shall continue notwithstanding the bankruptcy or insolvency of the Lessee.

Notices

22 ANY NOTICE, request or demand herein provided for or given hereunder if given by Lessee to Lessor shall be sufficiently given if mailed by registered mail in the City of Toronto, Ontario, postage prepaid, addressed to the Lessor at

ANY NOTICE herein provided for or given hereunder if given by Lessor to Lessee or to Guarantor of the Third Part shall be sufficiently given if mailed as aforesaid addressed to Lessee at the demised premises or to the Guarantor of the Third Part at

ANY NOTICE mailed as aforesaid shall be conclusively deemed to have been given on the next business day following the day on which such notice is mailed as aforesaid. Either Lessor, Lessee or Guarantor of the Third Part 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.

23. WORDS importing the singular number only shall include the plural and vice-versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice-versa. The captions or marginal notes are descriptive only and do not form part of this lease

THIS INDENTURE and everything herein contained shall extend to and bind and enure to the benefit of the respective heirs, executors, administrators, successors and assigns (as the case may be) of each and every of the parties hereto, subject to the consent of Lessor being obtained as hereinbefore provided, to any assignment or sub-lease by Lessee, and where there is more than one Lessor or Lessee or where the Lessor or Lessee is a male, female or a corporation, the provisions herein shall be read with all grammatical changes thereby rendered necessary. All covenants herein contained shall be deemed joint and several and all rights and powers reserved to Lessor may be exercised by either Lessor or its agents or representatives.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO AFFIXED THEIR HAND AND SEAL.

THE CORPORATION OF THE CITY OF BRAMPTON

SIGNED, SEALED AND DELIVERED

in the presence of

AUTHORIZATION BY-LAW

NUMBER //6-8/

PASSED BY CITY

COUNCIL ON THE //1/H

DAY OF MAY 1981

CANREATH HOLDINGS LIMITED

Everett

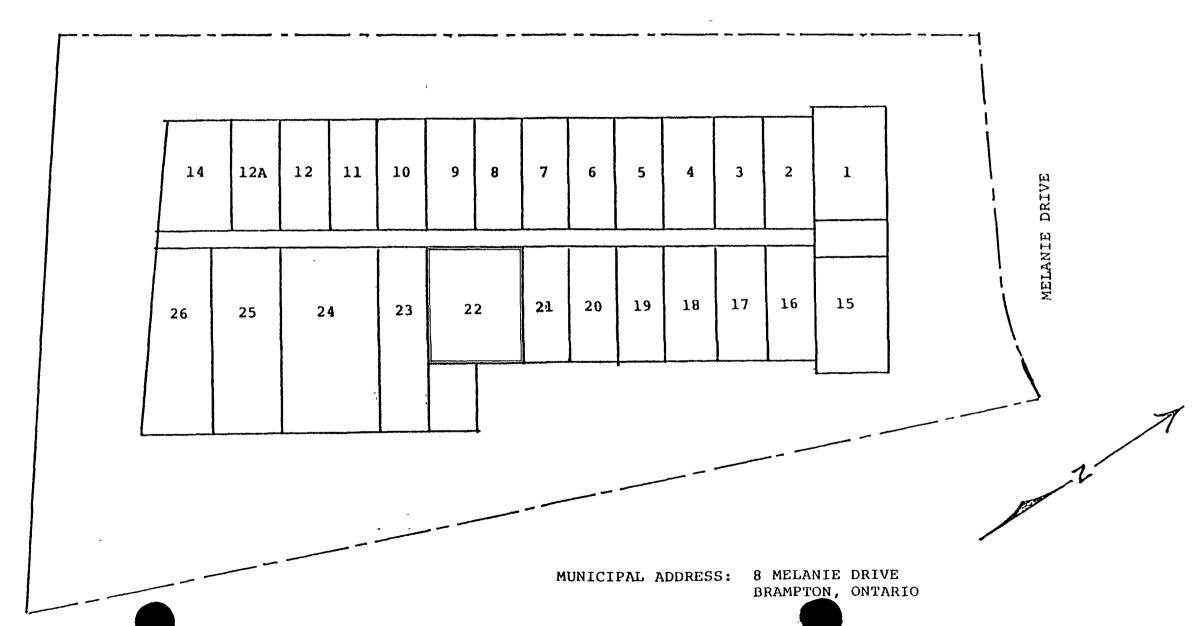
Archdekin,

Max Kopstick Sec. Treas

APPROVED AS TO FORM LAW DEPT. BRAMPTON DATE OF

DESCRIPTION OF LAND:

ALL AND SINGULAR THAT CERTAIN PARCEL OR TRACT OF LAND AND PREMISES SITUATE, LYING AND BEING IN THE CITY OF BRAMPTON, IN THE REGIONAL MUNICIPALITY OF PEEL, (FORMERLY IN THE TOWN OF MISSISSAUGA, IN THE COUNTY OF PEEL), AND BEING COMPOSED OF LOT 4, AS SHOWN ON PLAN M-94, REGISTERED IN THE OFFICE OF LAND TITLES AT BRAMPTON.





BY-LAW

No. 116-81

TO AUTHORIZE THE EXECUTION OF A LEASE BETWEEN CANREATH HOLDINGS LIMITED AND THE CORPORATION OF THE CITY OF BRAMPTON (8 MELANIE DRIVE, UNIT #22)