



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 167-2006

To authorize the sale of land
to Inzola Main Street Inc.
Part of Lot 1, Plan 541 and Part of Lane, Plan BR-14

WHEREAS it is deemed expedient in the interest of The Corporation of the City of Brampton that the land described as part of Lot 1 on Registered Plan 541 and part of Lane on Registered Plan BR-14, stopped up and closed by By-Law No. 167-98, Inst. No. LT1931966, City of Brampton, designated as Parts 1, 3 and 5 on a draft reference plan by Schaeffer & Dzaldov Limited, job number 04-004-01A (the "Land"), be sold to Inzola Main Street Inc.

AND WHEREAS the Land is a 557.59 square foot parcel of vacant land situated between the rear of 8 Queen Street East and the Rose Theatre and is not actively being used for municipal purposes;

AND WHEREAS the procedures required by section 268 of the *Municipal Act, 2001* have been carried out;

AND WHEREAS the Council of The Corporation of the City of Brampton has heard in person or by counsel, solicitor or agent, all persons claiming that their land will be prejudicially affected by this by-law and who applied to be heard;

NOW THEREFORE the Council of The Corporation of the City of Brampton **ENACTS AS FOLLOWS:**

1. That the Land be conveyed to Inzola Main Street Inc. on terms and conditions satisfactory to the Commissioner of Community Services and in a form of agreement satisfactory to the City Solicitor, and the Mayor and Clerk are hereby authorized to execute all documents and instruments as may be necessary to effect the conveyance of the Land.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of May, 2006.

Approved as to form Law Dept. May 19 06
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Approved as to content MAS Dept. May 19/06

SUSAN FENNELL MAYOR

K. ZAMMIT CLERK



Legal Services

Date: August 28, 2006

To: Mary Carr

Subject: Dominion Building

City purchase from Inzola Main Street Inc.

Part of Lot 1, Plan 541 and Part of Lane being Part of the West Half
of Lot 6, Concession 1 EHS

Attached for safekeeping please find one original copy of each of the following Agreements:

1. Agreement to Grant Easement re Electrical Services;
2. Permission to Enter Agreement re Temporary Work Area;
3. Consent to Enter Agreement re Storm and Water Servicing;
4. Consent to Enter Agreement re Electrical Services;
5. Consent to Enter Agreement re Building Footprint; and
6. Agreement of Purchase and Sale.

Thank you,

Sandra Viveiros

Sandra Viveiros

Legal Assistant, Legal Services

Tel: (905) 874-3335 Fax: (905) 874-2699

sandra.viveiros@brampton.ca

attachments

AGREEMENT TO GRANT EASEMENT

TO: Inzola Main Street Inc. ("Inzola")

WHEREAS, The Corporation of the City of Brampton ("City") is the owner of Part of the West Half of Lot 6, Concession I, EHS, City of Brampton, being part of Lot 1, Plan BR-14, shown as Part 6 on Reference Plan 43R-23465 City of Brampton (the "Property").

AND WHEREAS, Inzola wishes to install and operate certain facilities in the locations shown on the plan attached hereto as Schedule "A" and requires an easement for this purpose.

1. The City agrees to grant to Inzola, subject to compliance with Section 268 of the Municipal Act, 2001:

- (a) an easement for the facilities described in Schedule "A" (the "Easement"), and
- (b) the right to enter onto the Property

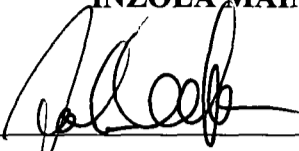
for the purpose of laying down and installing its underground service electrical box and service wires and cables and equipment and all appurtenances and accessories thereto (the "Installations") and the right to maintain the Installations in good condition and repair, and for any of these purposes Inzola shall have access to the Property at any time, for itself and its servants, employees, workers and assigns.

2. ~~Inzola shall compensate the City in the amount of FIVE HUNDRED DOLLARS (\$500.00) for the Easement, which shall encumber an area of land having a width of about 2 metres as shown in Schedule "A". The exact area and configuration of the Easement area shall be determined by legal survey. Inzola shall also compensate the City for all reasonable costs related to the acquisition of the Easement.~~

- 3. Inzola shall, at the request of the City and at its sole expense, have prepared and deposited prior to transfer of easement, a reference plan to designate the lands subject to the Easement, or the City may grant an easement in gross, against the Property, in common with others.
- 4. Inzola shall restore the Property as closely as reasonably possible to its former condition after installation or repairs, to the satisfaction of the City.
- 5. Inzola may have access to the Easement lands to install the Installations prior to the signing and registration of a formal transfer of easement (the "Registered Easement") on title to the Property. Inzola shall assume responsibility for any and all damages or claims that might occur or be caused as a direct result of the Installations.
- 6. If the City intends to sell or transfer the Property before the registration of the Registered Easement, the City shall inform the purchaser that an easement has been given to Inzola. If the City does not think it will be able to register the Registered Easement prior to the closing date for the sale, the City must include a condition in the Purchase and Sale Agreement that the purchaser will sign an agreement with Inzola to permit the easement.

IN WITNESS WHEREOF the parties have duly executed this agreement this 11th
day of July, 2006.

INZOLA MAIN STREET INC.




(Signature)

John Cutruzzola, President
(Name/Title)

"I have authority to bind the corporation."

Authorization
By-Law No.
128-80 + 168-2006

Approved
as to form
Law Dept.

08 01 06

Approved
as to content
MAS Dept.

08 01 06

CLERK

THE CORPORATION OF THE
CITY OF BRAMPTON



SUSAN FENNELL MAYOR

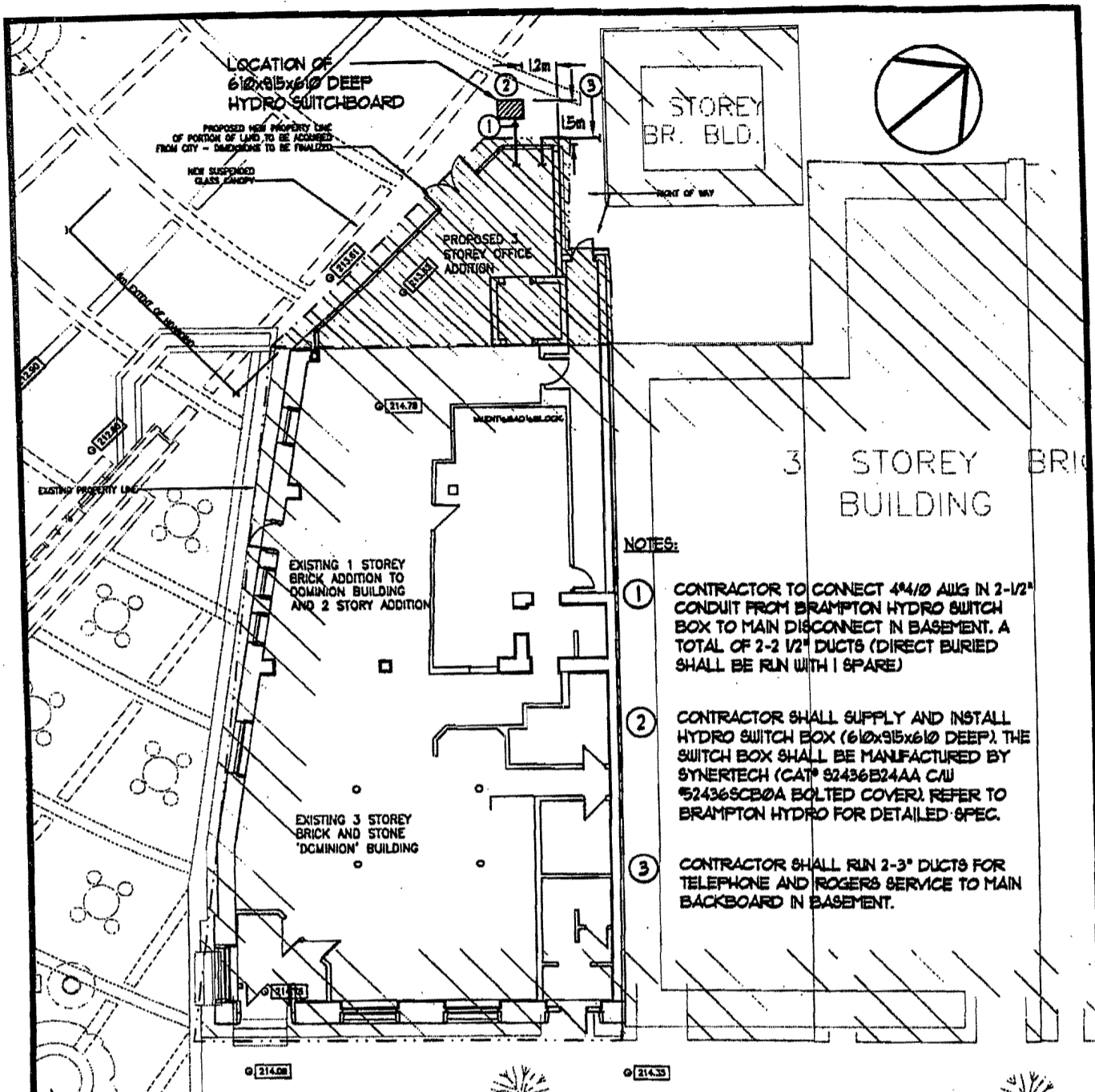


KATHRYN ZAMMIT CLERK

SCHEDULE "A"

Electrical Site Plan SKM-1 dated 04/13/06

SCHEDULE "A"



NOTES:

- ① CONTRACTOR TO CONNECT 4x1/2 AWG IN 2-1/2" CONDUIT FROM BRAMPTON HYDRO SWITCH BOX TO MAIN DISCONNECT IN BASEMENT. A TOTAL OF 2-2 1/2" DUCTS (DIRECT BURIED SHALL BE RUN WITH 1 SPARE)
- ② CONTRACTOR SHALL SUPPLY AND INSTALL HYDRO SWITCH BOX (610x915x610 DEEP). THE SWITCH BOX SHALL BE MANUFACTURED BY SYNERTECH (CAT# 82436B24AA CAU #52436SCB0A BOLTED COVER). REFER TO BRAMPTON HYDRO FOR DETAILED SPEC.
- ③ CONTRACTOR SHALL RUN 2-3" DUCTS FOR TELEPHONE AND ROGERS SERVICE TO MAIN BACKBOARD IN BASEMENT.

PROJECT TITLE:
8 QUEEN STREET EAST

DRAWING TITLE:
ELECTRICAL SITE PLAN

	REVISION: ISSUED FOR HYDRO APPROVAL			
	DATE: 04/13/06	SCALE: 1/16" = 1'-0"	DRAWN BY: WK	CHECKED BY: S.T.
	175 West Beaver Creek Road, Unit 31 Richmond Hill, Ontario L4B 3M1 Tel: 905 882-5445 Fax: 905 882-5447 Email: cad@novatrendeng.com		PROJECT NUMBER: 0593	
			DRAWING NUMBER: SKM-1	OF 1



PERMISSION TO ENTER AGREEMENT

AGREEMENT BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter referred to as the "Owner")

OF THE FIRST PART

- and -

INZOLA MAIN STREET INC.
(hereinafter referred to as "Inzola")

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands located north of Queen Street East, and East of Main Street being the Lane shown on Plan BR-14 closed by by-law 167-198, City of Brampton, Regional Municipality of Peel as shown on Black and Moffatt Architects Inc. drawing A-101 dated May 25, 2005 (revised February 10, 2006), attached hereto as Schedule "A" (hereinafter referred to as the "Owner's Lands");

AND WHEREAS Inzola is the owner of Lot 6, Plan BR-14, City of Brampton, Regional Municipality of Peel (hereinafter referred to as the "Inzola Lands").

AND WHEREAS Inzola is proposing to construct a building addition onto the building situated on the Inzola Lands.

AND WHEREAS Inzola has requested the Owner's permission to enter onto the Owner's Lands for the purposes of temporary construction access, crane mobilization for unloading and erection of structural steel, scaffold erection for masonry work and tuckpointing of existing stonework and for staging of the roofing equipment thereupon, which are directly related to the proposed building addition (hereinafter referred to as the "Works") and the Owner has agreed to allow Inzola to do so subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the sum of TWO (\$2.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows;

1. The recitals herein are true and accurate.
2. The Owner hereby covenants and agrees that Inzola, its officers, employees, servants, contractors, contractor's workers, agents and consultants may enter upon the Owner's Lands for the purpose of carrying out the Works commencing upon the execution of this Agreement by both parties and ending on March 31, 2007. Inzola shall reduce the size of its work area to a

three (3) metre width immediately prior to the opening of the Rose Theatre, and shall reduce the size of said work area forthwith upon reasonable request by the Owner. Notwithstanding the foregoing, once Inzola is able to reduce the size of its work area Inzola will, prior to reducing the work area, immediately advise the City. The City will determine whether it wishes the work area to be reduced at that time.

3. Inzola agrees to install the Works as shown in Schedule "A", attached hereto, and confirms that the Works shall comply with all applicable federal, provincial and municipal laws and regulations, including the Occupational Health and Safety Act.
4. Inzola agrees to initially install a chain link panel fence and sometime prior to the opening of the Rose Theatre, shall replace it with solid hoarding 1.8 metres in height to secure that part of the Owner's Lands from access by the public, but Inzola shall provide access to such lands for the Owner, its agents, contractors and employees as may be reasonably required.
5. Inzola acknowledges that the Owner's Lands form a part of an ongoing construction project to build a new Performing Arts Centre and that access to the Owner's Lands may not always be possible, and Inzola agrees to accept reasonable delays in providing access, and to co-operate with the Owner and the Owner's contractor in all matters related to access.
6. Inzola agrees to make reasonable commercial efforts to minimize damage to the existing landscaping and associated works on the Owner's Lands.
7. Inzola agrees that co-ordination of any required utility notifications and stake-outs with the utility companies involved is its sole responsibility.
8. Inzola agrees to provide 24 hours notice of entry onto the Owner's Lands for the purposes of the Works to the City's Contractor, Aecon Group Inc, through the Construction Manager, and to follow such instructions of the Construction Manager as are required to ensure coordination of activities and promote a safe work site. The Construction Manager shall be contacted at:

Kent Harvey - Clarendon Projects Ltd.
 Royal Trust Tower, 77 King Street West
 Toronto, ON M5K 1E7
 Phone: (416) 697-6331
 Fax: (416) 777-1329
 e-mail: kentharvey@sympatico.ca

9. Inzola agrees to maintain a safe and secure pedestrian access from the rear of the building located on Lot 7, Plan BR-14, with a municipal address of 14 Queen Street East, over Parts 2 and 6, Plan 43R-23465. This pedestrian access shall be maintained at no less than 1metre wide at all times.
10. This Agreement, when executed by the said Parties shall constitute a binding agreement which shall enure to and be binding on the said Parties, their successors, and assigns.
11. It is agreed that there is no representation, warranty, collateral agreement or condition affecting the said agreement or the property other than as expressed herein.

12. Inzola will indemnify and save harmless the Owner from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind for which the Owner may become liable or suffer by reason of the use of the Owner's Lands by Inzola, those for whom it is in law responsible, and any third party, including any breach of or non-performance by Inzola of any provision of this Agreement saving and excepting therefrom any negligence by the Owner, its officers, employees, contractors, or invitees.

13. Inzola shall acquire and maintain Comprehensive General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than Three Million (\$3,000,000.00) per occurrence. Such policy shall name the Owner as an additional insured as its interest may appear. Inzola shall provide the Owner with a certificate of such insurance, upon request of the Owner.

14. ~~Inzola shall, prior to entry on the Owner's lands, provide an irrevocable Letter of Credit from a Schedule 1 Canadian Chartered Bank to the Owner in the amount of \$15,000.00 to secure the Owner's costs to restore the Owner's Lands. Said Letter of Credit shall provide that the full sum of \$15,000.00 shall be immediately made available to the City on request without requirement for presentment of evidence in support of such request, and that the City shall be entitled to request said amount at any time.~~ *Schedule "B" forms part of this Agreement.* *Re ICW*

IN WITNESS WHEREOF the Owner has on the ___ day of _____, 2006 affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF
THE CITY OF BRAMPTON

Authorization
By-Law No.
128-80+168-2006

PER: *Susan Fennell*
Name: Susan Fennell,
Title: Mayor

Approved
as to form
[Signature]
08 01 06

Approved
as to content
[Signature]
08 04 06

PER: *[Signature]*
Name: Kathryn Zammit,
Title: City Clerk

The undersigned accept the above Offer.

IN WITNESS WHEREOF Inzola has on the 11th day of July, 2006 affixed its name under the hands of its signing officer(s) in that behalf.

INZOLA MAIN STREET INC.

PER: *[Signature]*
Name: John Cuzzola Title: President
"I have the authority to bind the Corporation."

Schedule A

Black and Moffat Architects Inc. drawing A-101 (Revised February 10, 2006)

Forms an integral part of the Permission to Enter Agreement between The City of Brampton (Owner) as vendor and Inzola Main Street Inc.

Item	Ontario Building Code Data Matrix Parts 3 & 8	OBC Reference
1	Project Description: <input type="checkbox"/> New <input type="checkbox"/> Part 11 <input type="checkbox"/> Part 3 <input type="checkbox"/> Part 9 <input type="checkbox"/> Addition 111 or 11.4 211 <input type="checkbox"/> Change of Use <input type="checkbox"/> Alteration	9.10.13 9.10.2 9.10.3
2	Major Occupancy(A) A2/D	3.1.2.1(1) 9.10.2
3	Building Area (m ²) Existing 320 New 60 Total 370	1.1.3.2 1.1.3.2
4	Gross Area Existing 708 New 357 Total 1065	1.1.3.2 1.1.3.2
5	Number of Storeys Above grade 3 Below grade 1	3.2.1.8, 3.2.2 2.1.3
6	Number of Storeys Fire Fighter Access 3	3.2.2.10, 3.2.2.5 9.10.19
7	Building Classification 3.2.2.24, 3.2.2.53 apply 3.2.1.7	3.2.2.20, 5.9 9.10.4
8	Sprinkler System Proposed <input type="checkbox"/> Above building <input type="checkbox"/> Basement only Grouped floor only as per OBC section 3.2.2.7 Superimposed Major Occupancies <input type="checkbox"/> In lieu of roof rating <input type="checkbox"/> Not required	3.2.1.5 3.2.2.17
9	Standpipes required <input type="checkbox"/> Yes <input type="checkbox"/> No	3.2.9 N/A
10	Fire Alarm required <input type="checkbox"/> Yes <input type="checkbox"/> No	3.2.4 3.10.17.2
11	Water Service/Supply is Adequate <input type="checkbox"/> Yes <input type="checkbox"/> No	3.2.5 N/A
12	High Building <input type="checkbox"/> Yes <input type="checkbox"/> No	3.2.6
13	Permitted Construction <input type="checkbox"/> Combustible <input type="checkbox"/> Non-combustible <input type="checkbox"/> Both Actual Construction <input type="checkbox"/> Combustible <input type="checkbox"/> Non-combustible <input type="checkbox"/> Both	3.2.2.20, 8.3 9.10.6
14	Max Height(A) Area m ² <input type="checkbox"/> City/town <input type="checkbox"/> Design of building	3.2.1.1(3) (b) 9.10.4.1
15	Occupant load based on <input type="checkbox"/> City/town <input type="checkbox"/> Design of building Statement: Occupancy NA Load NA persons 1 st Floor Occupancy A2/E Load 120 persons 2 nd Floor Occupancy D Load 25 persons 3 rd Floor Occupancy D Load 25 persons For Additional Floors go to Page 2	3.1.10 8.9.1.3
16	Barrier free Design <input type="checkbox"/> Yes <input type="checkbox"/> No (Specify) new elevators/entrances	8.8 9.5.2
17	Hazardous Substances <input type="checkbox"/> Yes <input type="checkbox"/> No 3.1.2, 3.3.1.10	3.1.2, 3.3.1.10 9.10.13(4)
18	Request: <input type="checkbox"/> No/Partial Assembly <input type="checkbox"/> Listed Design No. or Description (SG 2)	3.2.2.20, 8.3 & 3.2.1.4 9.10.6
19	Fire: FRR (Hours) <input type="checkbox"/> No/Partial Assembly <input type="checkbox"/> Listed Design No. or Description (SG 2) Resistance Rating (RFR) <input type="checkbox"/> No/Partial Assembly <input type="checkbox"/> Listed Design No. or Description (SG 2) FRR of Supporting Members <input type="checkbox"/> No/Partial Assembly <input type="checkbox"/> Listed Design No. or Description (SG 2) Floors 145mm Hours Roof 145mm Hours Mezzanine Hours	3.2.3 9.10.14
20	Spatial Separation - Construction of Exterior Walls Wind Area of EWP (m ²) L/O or H/L Permitted Mass % of Opening Proposed % of Opening FRR (Hours) Listed Design No. or Description Comb. Const. Comb. Const. Horiz. Non-comb. Comb.	3.2.3 9.10.14

NOTES

All Landscape information and grade elevations have been provided by Land Art Landscape Architects in conjunction with the Performing Arts Centre Square Development. Exterior grade elevations and details are to be coordinated with the ongoing development of the Performing Arts Centre square.

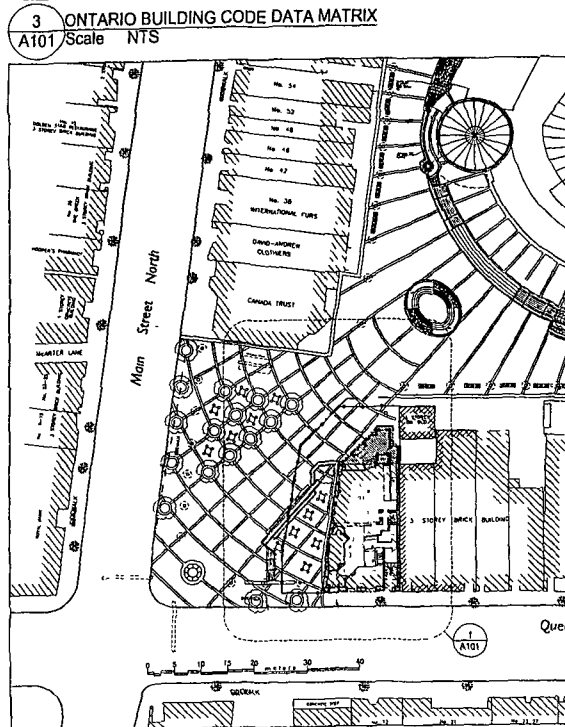
SITE STATISTICS

Gross Site Area = 0.0376 ha
Total Building Area = 370m²
Building Coverage Ratio = 98.6%
Landscape Area Ratio = N/A

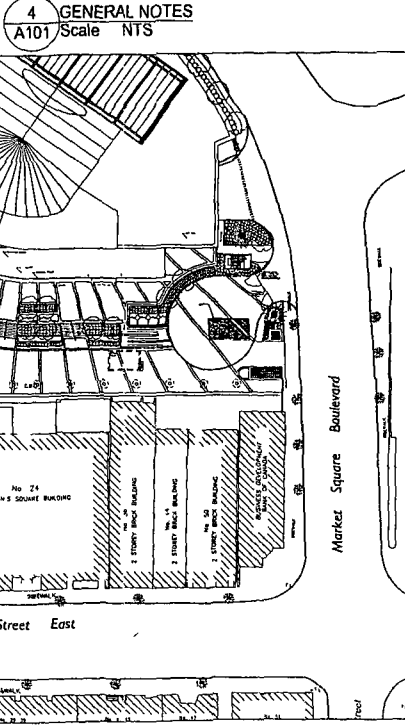
Gross Floor Area
Ground Floor Existing = 320m² - A2 Major Occupancy - Restaurant and Kitchen
Second Floor Existing = 190m² - D Major Occupancy - Business
Third Floor Existing = 198m² - D Major Occupancy - Business
Total Existing Floor Area = 708m²

Ground Floor New = 49m² - A2 Major Occupancy/ Lobby
Second Floor New = 158m² - D Major Occupancy - Business
Third Floor New = 150m² - D Major Occupancy - Business
Total New Floor Area = 357m²

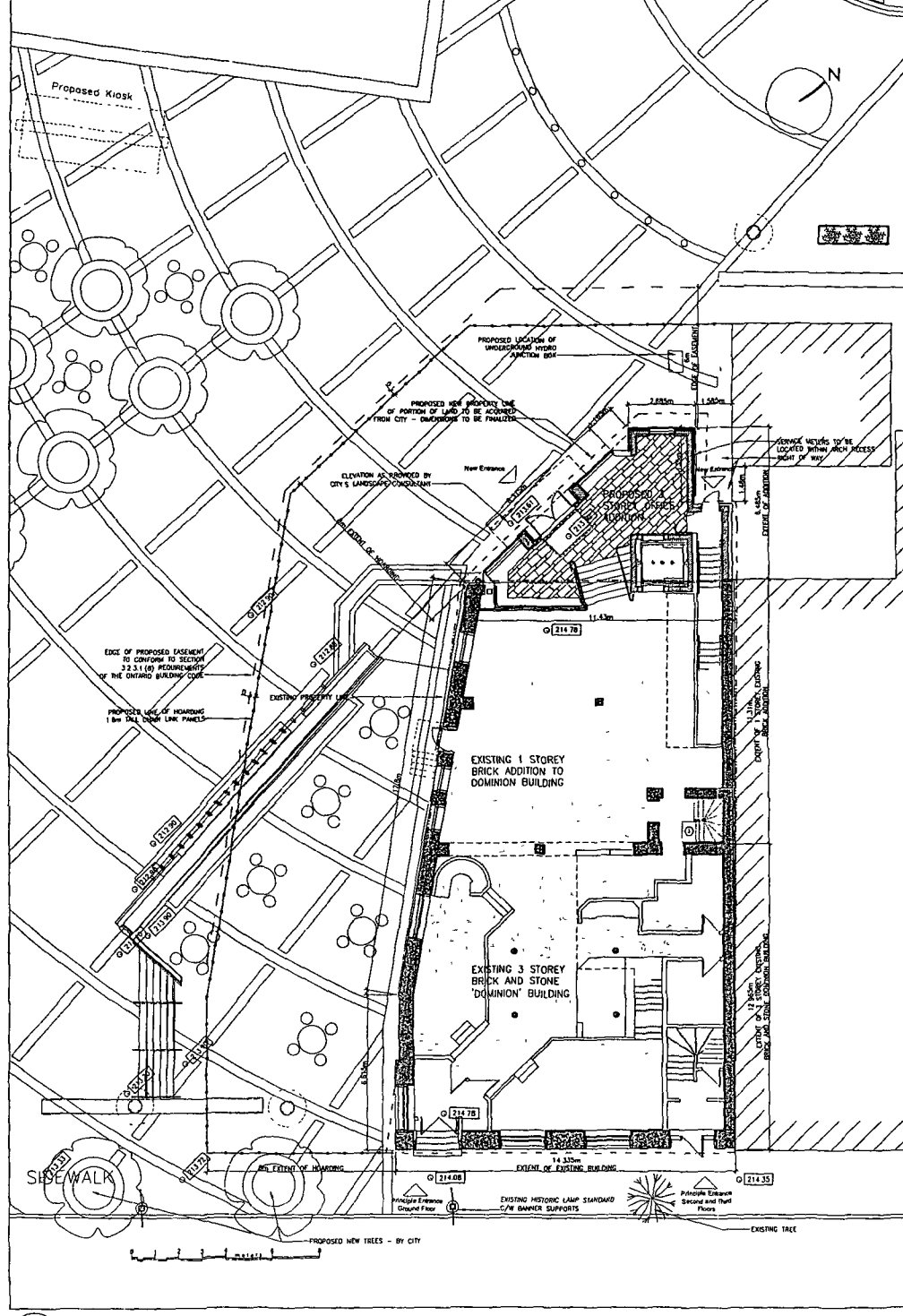
Total Gross Building Area = 1065m²



2 CONTEXT PLAN
A101 Scale 1:500



1 SITE PLAN
A101 Scale 1:100



1 SITE PLAN
A101 Scale 1:100

PROJECT NORTH

General Notes

This drawing, as an instrument of service, is provided by and is the property of BLACK and MOFFAT Architects Inc. The contractor must verify and accept responsibility for all dimensions and conditions on site and must notify BLACK and MOFFAT Architects Inc. of any variances from the stipulated information.

This drawing is not to be scaled.

The architect is not responsible for the accuracy of survey structural, mechanical, electrical, etc. information shown on this drawing. Refer to the appropriate consultant's drawings before proceeding with the work.

Construction must conform to all applicable codes and requirements of authorities having jurisdiction.

The contractor working from drawings not specifically marked "For Contractor" must assume full responsibility and bear costs for any corrections or damages resulting from his work.

No	Revision	Date	By

Legend

PROPOSED GRADE ELEVATION
EXISTING GRADE ELEVATION

No	Issued	Date	By
3	Issued for Site Plan Approval	Feb 10 2006	ES
2	reference number SPOS-075		
1	Issued for Site Plan Approval	Oct 21 2005	ES

ONTARIO ASSOCIATION OF ARCHITECTS
WALTER & MOFFAT
LICENSEE 3721

Black and Moffat Architects Inc.
169 Harbord Street
Toronto Ontario
M5S 1H3
416 533 5815
416 534 3515

Project: Dominion Building Addition and Renovation
8 Queen Street East
Brampton Ontario

Drawing: Site Plan

Scale: 1/8" = 1'-0"	Project No: 05-02
Date: May 29, 2008	Drawing No: A-101

Schedule "B"

1. Inzola shall, prior to entry on the Owner's Lands, provide an irrevocable letter of credit from a Schedule 1 Canadian Chartered Bank to the Owner in the amount of \$15,000.00 (the "Letter of Credit").
2. In the event that the landscaping and associated works on the Owner's Lands in connection with the ongoing construction project to build a new Performing Arts Centre have been substantially completed on the date Inzola exercises its right to enter upon the Owner's Lands (the "Commencement Date"), Inzola shall restore the Owner's Lands as close as reasonably possible to their condition on the Commencement Date and the Letter of Credit shall stand as security for Inzola's obligations under this paragraph. Inzola shall provide the Owner with a warranty for its restoration work hereunder which warranty shall be equivalent to the warranty in place from the Owner's contractor.
3. In the event that the Owner's contractor has (i) not commenced the landscaping and associated works on the Owner's Lands in connection with the ongoing construction project to build a new Performing Arts Centre or (ii) commenced but not substantially completed the landscaping and associated works on the Owner's Lands in connection with the ongoing construction project to build a new Performing Arts Centre on the date Inzola exercises its right to enter upon the Owner's Lands, the Letter of Credit shall stand as security for the Owner's costs to have its contractor commence and complete the landscaping and associated works on the Owner's Lands. It is understood and agreed that the posting of the Letter of Credit shall be Inzola's only obligation to the Owner in this regard and Inzola shall have no further liability or obligation to the Owner with respect to the commencement and/or completion of the landscaping and associated works on the Owner's Lands at a later (deferred) date.

AGREEMENT OF PURCHASE AND SALE

INZOLA MAIN STREET INC.
("Purchaser")

offers to purchase from

THE CORPORATION OF THE CITY OF BRAMPTON
("Vendor")

the following property:

Part of Lot 1, Registered Plan 541 and Part of Lane being part of the West Half of Lot 6, Concession I, EHS, referred to as Plan BR-14, City of Brampton and described as Parts 1, 3 and 5, on Draft Reference Plan 43R- by Ophir N. Dzaldov under Job No.: 04-004-01A and attached hereto as "Schedule B"
("Property")

for the purchase price of

FIFTY-FIVE THOUSAND SEVEN HUNDRED Canadian Dollars
(CDN \$55,700.00)

("Purchase Price").

1. Deposit. Purchaser shall submit upon acceptance of this Offer by the Vendor **ONE** Canadian Dollar (CDN \$ 1.00) payable by cash/cheque to the Vendor to be held by the Vendor in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on completion.
2. Irrevocability. This Offer shall be irrevocable by the Purchaser until 4:30 p.m. on the Irrevocable Date (as defined in Schedule "A"), after which time, if not accepted, this Offer shall be null and void and the deposit returned to Purchaser without interest.
3. Completion Date. This agreement shall be completed on the Completion Date (as defined in Schedule "A") with vacant possession to be given to the Purchaser on completion of same unless otherwise provided in this Agreement.
4. GST. The Purchase Price of the Property does not include Federal Goods and Services Tax ("GST.") payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act (Canada)* (the "Act"). The Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Agreement, by certified cheque or bank draft, G.S.T. at the rate of 6% of the Purchase Price. In the alternative, the Purchaser shall provide to the Vendor, prior to the Closing Date, a statutory declaration of an officer of the Purchaser that the Purchaser is registered under the Act for the purposes of collecting and remitting GST, together with an indemnity in favour of the Vendor for any costs or expenses payable by the Vendor as a result of the Vendor's failure to collect GST from the Purchaser on the Closing Date, such statutory declaration and indemnity to be in a form reasonably satisfactory to the Vendor's solicitor and shall include the GST registration number of the Purchaser.
5. Land Transfer Tax. Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.
6. Liens, etc. Except as otherwise provided herein and subject to paragraph 9, Vendor shall discharge at his own expense all liens, charges and encumbrances affecting the Property on or before completion.

7. Title Search. Purchaser shall be allowed until the Requisition Date (as defined in Schedule "A") to examine the title to the Property at its own expense, and until the earlier of: (i) thirty (30) days from the later of the Requisition Date or the date on which the conditions to this transaction are fulfilled or otherwise waived or; (ii) five (5) days prior to completion, to satisfy itself that there are no outstanding municipal work orders or deficiency notices affecting the Property.
8. Future Use. Vendor and Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated hereunder.
9. Title. Provided that title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement If within the specified time referred to in paragraph 7 any valid objection to title or to any outstanding municipal work order or deficiency notice, or to the fact the said present use may not lawfully be continued and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
10. Closing Arrangements. Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion, (a) not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation), and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
11. Documents and Discharge. Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. Vendor agrees that it will deliver any sketch or survey of the Property in its possession or within its control to Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a chartered bank, trust company, credit union or insurance company and which is not to be assumed by Purchaser on completion, is not available in registered form on completion, Purchaser agrees to accept Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge of charge/mortgage in registerable form and to register same on title within sixty (60) days after completion, provided that on or before completion, Vendor shall provide Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with the direction executed by Vendor directing payment to the mortgagee, of the amount required to obtain the discharge of the balance due on completion.
12. Inspection. Subject to Schedule "A" hereto, Purchaser acknowledges having inspected the Property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a binding Agreement of Purchase and Sale between Purchaser and Vendor.
13. Insurance. All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
14. Planning Act. Provided that this Agreement shall be effective to create an interest in the

Property only if the subdivision control provisions of the Planning Act are complied with by Vendor on or before completion and the Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion. Notwithstanding same, the Purchaser acknowledges that the Vendor is a municipal corporation, and a transfer from the Vendor is exempt from the subdivision control provisions of the Planning Act.

15. Document Preparation. The Transfer/Deed shall, save for the Land Transfer Tax Affidavits be prepared in registerable form at the expense of Vendor and the Mortgage, if any, at the expense of Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by clauses 50 (22)(a) and (b) of the Planning Act.
16. Residency. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Receiver General of Canada in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or statutory declaration that it is not a non-resident of Canada.
17. Adjustments. Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
18. Time Limits. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser or by the respective solicitors who are hereby expressly appointed in this regard.
19. Tender. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.
20. Family Law Act. The Vendor represents and warrants that no consent to the transaction contemplated pursuant to this Agreement is required pursuant to Subsection 21(1) of the *Family Law Act*, R.S.O. 1990, C.F.3, as amended, unless each Vendor's spouse has executed this Agreement consenting thereto, and that either: (i) the Transfer shall contain a statement by each Vendor as required by Subsection 21(3) of such Act which is to be supported by an affidavit; or (ii) the spouse of each Vendor shall execute the Transfer to consent thereto.
21. Successors and Assigns. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
22. Entire Agreement, interpretation. This Agreement including any schedules attached hereto shall constitute the entire agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any party hereto to enter into this Agreement or on which reliance is placed by any such party, which affects this Agreement or the Property or supported hereby other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

DATED at Brampton Ontario this 11 day of July, 2006.

IN WITNESS WHEREOF the Purchaser has hereunto affixed its corporate seal.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

)
) INZOLA MAIN STREET INC.
)
)
)
) PER: [Signature]
) Name: JOHN CUTRUZZOLA
) Title: President
)
)
) I have authority to Bind the Corporation

THE UNDERSIGNED accepts the above Offer dated at Brampton, Ontario this 11th day of Aug, 2006.

IN WITNESS WHEREOF I have hereunto set my hand and seal:

SIGNED, SEALED AND DELIVERED

Authorization By-Law No. 166-2006 + 167-2006

Approved as to form [Signature] 08-01-06

Approved as to content [Signature] 08-04-06

)
) THE CORPORATION OF
) THE CITY OF BRAMPTON
)
)
) [Signature]
) SUSAN FENNELL, MAYOR
)
) [Signature]
) K. ZAMMIT, CLERK

SCHEDULE "A"

SUPPLEMENTARY CONDITIONS

1. "Main Body" means the terms and conditions titled "Agreement of Purchase and Sale" to which this Schedule "A" is attached.
2. Irrevocable Date (paragraph 2 of the Main Body) means July 20, 2006.
3. Completion Date (paragraph 3 of the Main Body) on or before the expiry of thirty (30) days from the Termination Deadline specified in paragraph 8, below.
4. Requisition Date (paragraph 7 of the Main Body) means twenty-five (25) days following acceptance of the Agreement by the Vendor.
5. Reference Plan
Purchaser agrees to obtain at its own expense a reference plan to legally describe the Property.
6. Purchase Price Calculation
The parties have agreed that the purchase price is to be \$55,700.00 calculated at a rate of \$100.00 per square foot.
7. Purchase Price Adjustment for Adverse Soil Conditions
The Purchaser represents that the adverse soil condition of the Property will require additional construction costs estimated at \$36,500.00 to allow for the Expansion Project, as hereinafter defined and the Vendor agrees to reduce the purchase price on closing by the sum of \$36,500.00, being the additional costs estimated by the Purchaser for the foundation work for the Expansion Project.
8. Purchaser's Option to Terminate
The Purchaser and Vendor acknowledge and agree that the Purchaser is acquiring the Property to allow for an addition and expansion to and repair of the Dominion Building located on the lands described municipally as 8 Queen Street East, in the City of Brampton (such project herein called the "Expansion Project").

The Purchaser shall have the right until 5:00 p.m. on August 31st, 2006 (the Termination Deadline") to terminate this agreement by giving written notice to the Vendor, if the Purchaser has not secured a Building Permit for the Expansion Project or if the Purchaser has been unable to satisfy itself, in its sole and unfettered discretion, of the economic feasibility of the construction of the Expansion Project.
9. Vendor's Option to Repurchase
If the Purchaser has not completed the Expansion Project within one (1) year of the Completion Date (the "Repurchase Date"), the Vendor shall have the right to repurchase the Property by giving written notice to that effect to the Purchaser within 30 days of the Repurchase Date, and the Purchaser agrees to sell the Property to the Vendor for the same adjusted Purchase Price paid by the Purchaser on the original acquisition, free of encumbrances except for those encumbrances which the Purchaser took title to at the time of its original acquisition of the Property. The repurchase shall occur on the first business day that is thirty (30) days from the date of the Vendor's written notice.
10. Dominion Building Encroachment
The Vendor and Purchaser acknowledge that a portion of the Dominion Building encroaches within those lands described as Part 2 on Reference Plan 43R-8741 and attached hereto as Schedule "C" and containing approximately 86 square feet of land (the "Encroaching Lands"). The Vendor agrees that it shall concurrently with the conveyance of the Property herein transfer the Encroaching Lands to the Purchaser for the nominal sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged.
11. Access for Maintenance of Dominion Building
The Vendor shall permit the Purchaser to have access over its abutting lands for the

purpose of maintenance and repairs to the Dominion Building, in accordance with its operation practices and/or protocol for Garden Square and road rights-of-way.

12. Access to Property for Inspection

Following the acceptance date, the Vendor shall permit the Purchaser, its employees, agents and any consultants of the Purchaser to enter upon the Property for the purpose of conducting soil tests, engineering analysis and surveying as may be required by the Purchaser in its sole and unfettered discretion, provided the Purchaser restores the Property as far as reasonably practicable to its original condition. This access shall be subject to the Purchaser executing a permission to enter form on terms and conditions satisfactory to the Vendor. The Purchaser shall provide copies of all results of the soil tests, engineering analysis and surveying it undertakes to the Vendor and hereby agrees that it shall not distribute any other copies thereof and to treat such information in strict confidence. Purchaser further agrees to arrange for all utility notifications and locates prior to entry on the Property.

13. Construction Access

Subject to executing a permission to enter agreement, the Vendor shall permit reasonable access to the Purchaser over that portion of the Vendor's lands adjoining the Dominion Building as shown on the sketch attached hereto as Schedule "D" (the "Construction Access Area") to allow for completion of the Expansion Project including any repairs to the existing facade of the Dominion Building.

14. Applications

The Vendor authorizes the Purchaser, at the sole cost and expense of the Purchaser, to take and complete all such actions, matters and things as may be required by the Purchaser, in its discretion, for rezoning/development/site plan approval of the Property for the Expansion Project including without limitation the right to make all representations to, undertake negotiations with, submit all required applications, and all other documents generally required through all government and quasi government authorities, bodies and agencies, including all utility authorities and agencies having jurisdiction in that regard. The Vendor further covenants and agrees upon request by the Purchaser and at no cost to the Vendor to execute any and all consents, authorizations, applications and other documentation as may be required for submission of the Purchaser's applications. Without limiting the generality of the foregoing this shall include the Vendor consenting to application being made by the Purchaser for an issuance of a building permit for the Expansion Project, prior to the Completion Date.

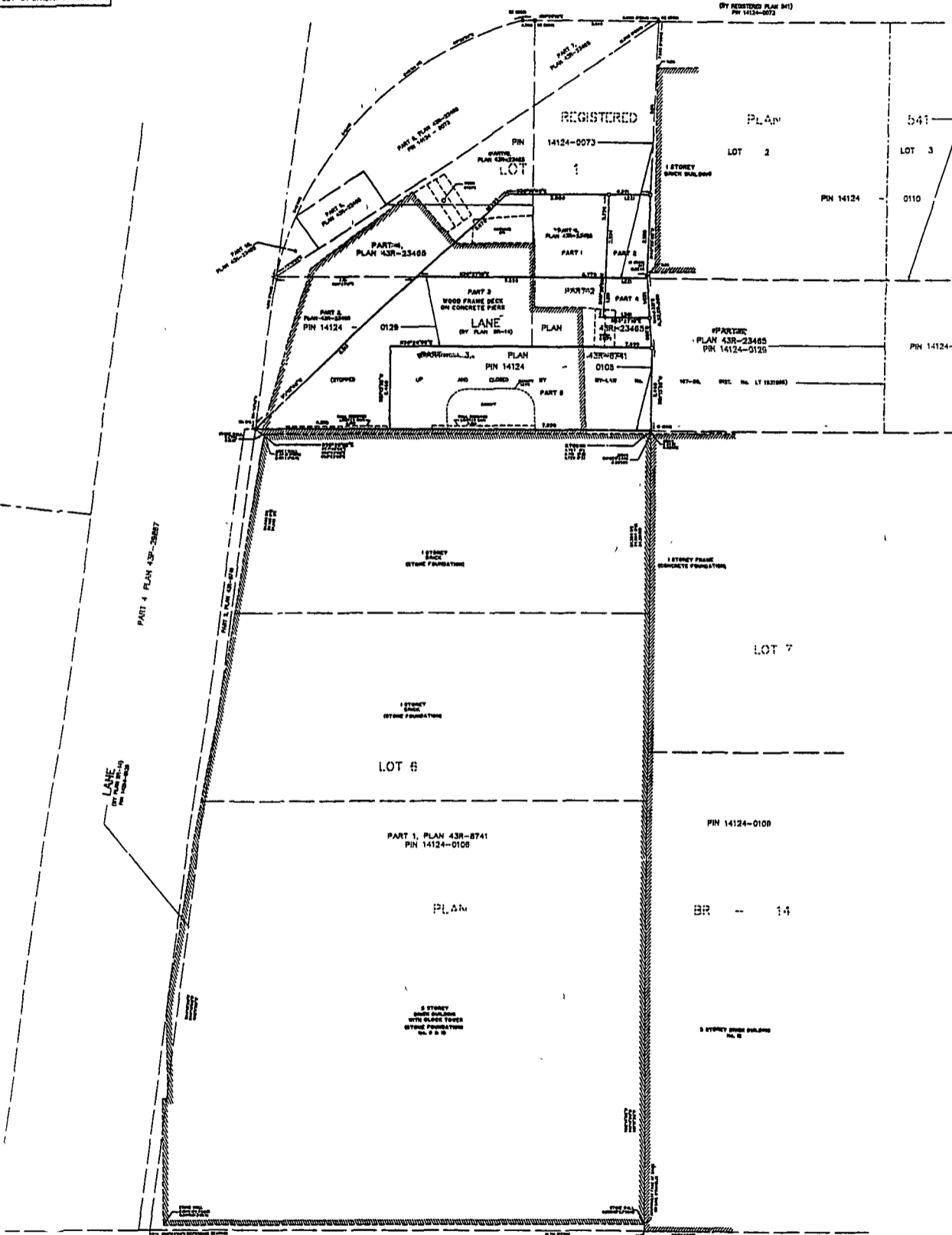


Schedule "B"
Draft Reference Plan 43R-_____ by Ophir N. Dzaldov under Job No.: 04-004-01A



Schedule "B"

FEET BY DIVISION BY 0.3048



DATE		2008		DATE	
OPIN H. SZALDOWY ONTARIO LAND SURVEYOR				ASST. DEP. LAND REGISTRAR FOR 1 LAND DIVISION OF PEEL No. 47	
SCHEDULE					
PART	DESCRIPTION	PIN	AREA (sq ft)		
1	PART OF LOT 1 REGISTERED PLAN 541	PIN 14124-0073	10.1		
2	PART OF LANE BR-14	PIN 14124-0108	1.0		
3	PART OF LANE BR-14	PIN 14124-0109	1.0		
4	REGISTERED PLAN BR-14	ALL OF HOSE CODE	11.0		

PLAN OF SURVEY OF
PART OF LOT 1
REGISTERED PLAN 541 AND
PART OF LANE BR-14
CITY OF BRAMPTON
REGIONAL MUNICIPALITY OF PEEL
SCALE 1:500
SCHAEFFER & SZALDOWY LIMITED

- NOTES
- 1. DENOTES PLANTED BOUNDARY
 - 2. DENOTES FENCED BOUNDARY
 - CC - CUT CROSS
 - RI - RISE SIGN
 - RS - RAILWAY SPICE
 - WT - WITNESSES
 - MS - M.S. STATION, P.L.S.
 - MS - M.S. STATION, P.L.S.
 - P1 - PLAN SIGN
 - P2 - PLAN SIGN, B.S. DATED SEPTEMBER 2, 1918
 - P3 - PLAN SIGN, B.S. DATED SEPTEMBER 22, 1918
 - P4 - PLAN SIGN, B.S. DATED SEPTEMBER 24, 1918
 - P5 - PLAN SIGN, B.S. DATED SEPTEMBER 24, 1918
 - P6 - PLAN SIGN, B.S. DATED SEPTEMBER 24, 1918
 - P7 - PLAN SIGN, B.S. DATED SEPTEMBER 24, 1918
 - P8 - PLAN SIGN, B.S. DATED SEPTEMBER 24, 1918
 - P9 - PLAN SIGN, B.S. DATED SEPTEMBER 24, 1918
 - P10 - PLAN SIGN, B.S. DATED SEPTEMBER 24, 1918

SURVEYOR'S CERTIFICATE
(CERTIFY THAT)
1. THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE ... DAY OF ... 2008.
DATE: ... 2008.
Preliminary
OPIN H. SZALDOWY
ONTARIO LAND SURVEYOR

SCHAEFFER & SZALDOWY LIMITED
ONTARIO LAND SURVEYORS
40 JARVIS DRIVE, SCARBOROUGH, ONTARIO M1R 1A7
TEL: 416-291-1111 FAX: 416-291-1112
WWW.SLSURV.COM

Handwritten signature or initials

Schedule "C"
Reference Plan 43R-8741



UNDER THE REGISTRY ACT
 DATE JANUARY 28, 1981 PLAN 43R 8741
 DATE FEBRUARY 10, 1981
W.P. Tarasick W.P. TARASICK
 ONTARIO LAND SURVEYOR
K. Bayle LAND REGISTRAR FOR THE REGISTRY
 DIVISION OF PEEL (NY 43)

CAUTION THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

SCHEDULE				
PART	LOT	PLAN	NOTE	AREA SQ. FT.
1	8	REGISTERED PLAN BR-14	492223	3476
2	PART LANE			88
3	PART LANE			204

LOT 6 and PART OF LANE
 ACCORDING TO A PLAN OF SUBDIVISION OF PART OF LOT 6, CONCESSION 1, EAST OF HURONTARIO STREET, TOWN OF BRAMPTON, BY A.B. SCOTT, P.L.S., DATED FEBRUARY 1981, AND REFERRED TO AS
PLAN BR-14.
 CITY OF BRAMPTON, REGIONAL MUNICIPALITY OF PEEL
 FORMERLY IN THE TOWN OF BRAMPTON, COUNTY OF PEEL

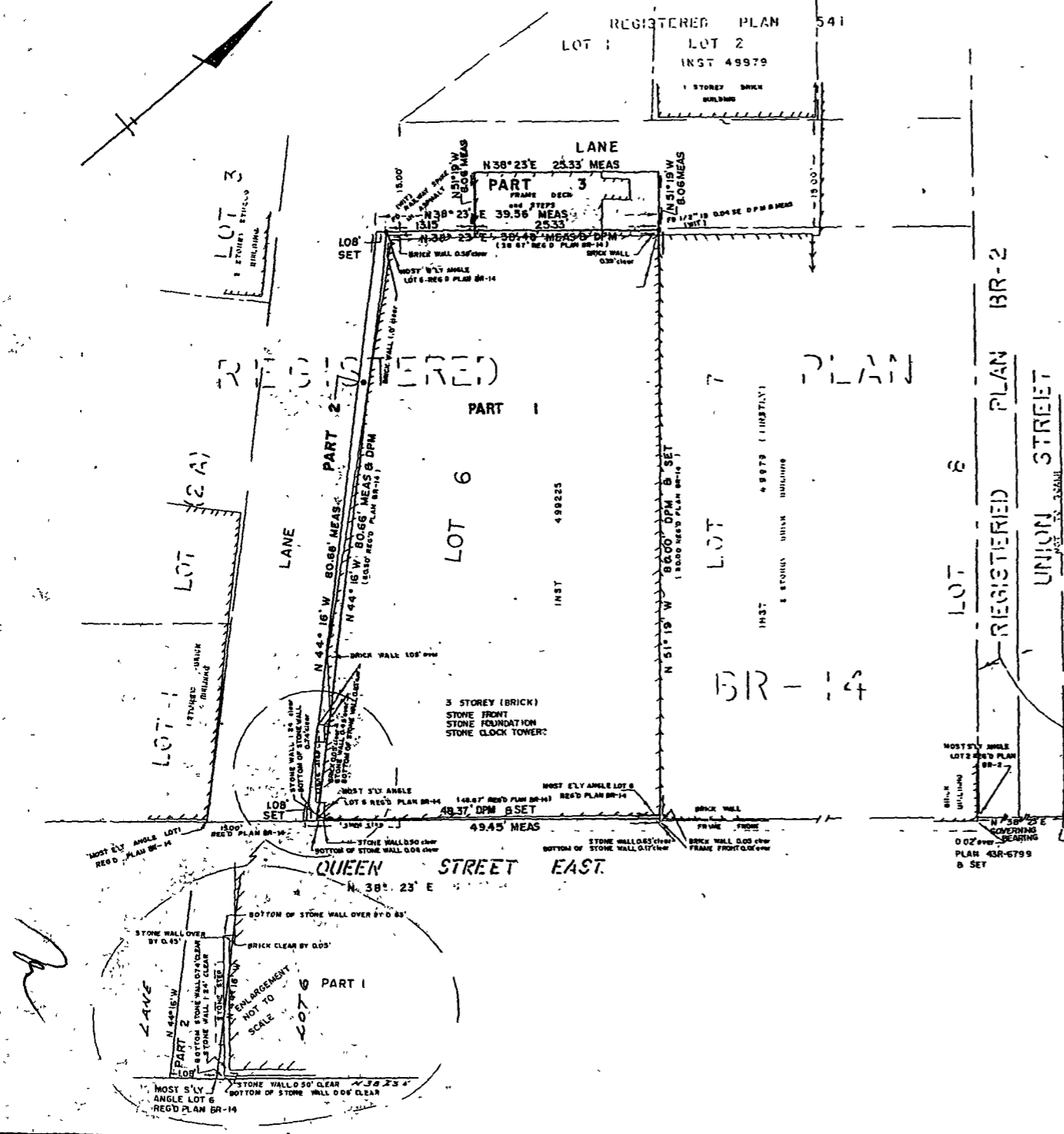
SCALE: 1" = 10'
 STARR and TARASICK LIMITED,
 ONTARIO LAND SURVEYORS,
 1981

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT:
 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER
 2) THE SURVEY WAS COMPLETED ON THE 22ND DAY OF JANUARY, 1981.
 MISSISSAUGA, ONTARIO. JANUARY 28, 1981
W.P. Tarasick
 W.P. TARASICK
 ONTARIO LAND SURVEYOR

NOTE:
 BEARINGS HEREON ARE ASTRONOMIC, AND ARE REFERRED TO THE NORTH-WEST LIMIT OF QUEEN STREET EAST AS SHOWN ON PLAN 43R 6799 ASSUMED AS NORTH 38° 23' EAST

- ⊕ DENOTES 1" 50 X 4" LONG STANDARD IRON BAR.
- ⊗ DENOTES 5/8" SQ. X 2" LONG IRON BAR.
- ⊙ DENOTES 3/8" ROUND X 2" LONG IRON BAR.
- FD DENOTES FOUND
- MEAS. DENOTES MEASURED
- WIT DENOTES WITNESS
- x DENOTES CUT CROSS
- W/2 DENOTES 1/2" SQ IRON BAR
- D.P.M. DENOTES SURVEY BY DONALD P. McLEAN DATED AUGUST 5, 1980

STARR and TARASICK LIMITED
 ONTARIO LAND SURVEYORS
 105 LAKESHORE ROAD EAST,
 MISSISSAUGA, ONTARIO L5G 1E3
 TELEPHONE 278-9511
 DRAWN BY - WCH, CST | CHECKED BY WPT (C) 81



Schedule "C"

Schedule "D"
Construction Access Area

(Black and Moffatt Architects Inc. Drawing A-101, Revised February 10, 2006)



28

Schedule "D"

Ontario Building Code (Data Matrix Parts 2 & 3)		CBC Reference	
Item	Description	Part 1	Part 2
1	Project Description	2.1.1	2.1.1
2	Major Occupancy	3.1.2.1.01	3.1.2.1.01
3	Building Area (sq ft)	1.1.3.2	1.1.3.2
4	Ground Area	1.1.3.2	1.1.3.2
5	Number of Storeys	2.2.1.1.1.1.2	2.2.1.1.1.1.2
6	Number of Occupants	3.1.2.1.01.2.2	3.1.2.1.01.2.2
7	Building Classification	3.1.2.1.01.2.2	3.1.2.1.01.2.2
8	Structure System Proposed	3.2.2.20.03	3.2.2.20.03
9	Fire Alarm required	3.2.2.20.03	3.2.2.20.03
10	Fire Alarm required	3.2.2.20.03	3.2.2.20.03
11	Motor Service/Storage & Alarms	3.2.2.20.03	3.2.2.20.03
12	High Building	3.2.2.20.03	3.2.2.20.03
13	Proposed Construction	3.2.2.20.03	3.2.2.20.03
14	Actual Construction	3.2.2.20.03	3.2.2.20.03
15	Maximum Area of	3.1.1.01.01	3.1.1.01.01
16	Occupant load based on	3.1.1.01	3.1.1.01
17	Maximum Area of	3.2.2.20.03	3.2.2.20.03
18	Required	3.2.2.20.03	3.2.2.20.03
19	Special Provision	3.2.2.20.03	3.2.2.20.03

NOTES:

All Landscape information and grade elevations have been provided by Land Art Landscape Architects in conjunction with the Performing Arts Centre Square Development. Exterior grade elevations and details are to be coordinated with the ongoing development of the Performing Arts Centre square.

SITE STATISTICS

Green Site Area = 0.0375 ha
 Green Site Area = 375m²
 Total Building Area = 370m²
 Building Coverage Ratio = 88.8%
 Landscape Area Ratio = N/A

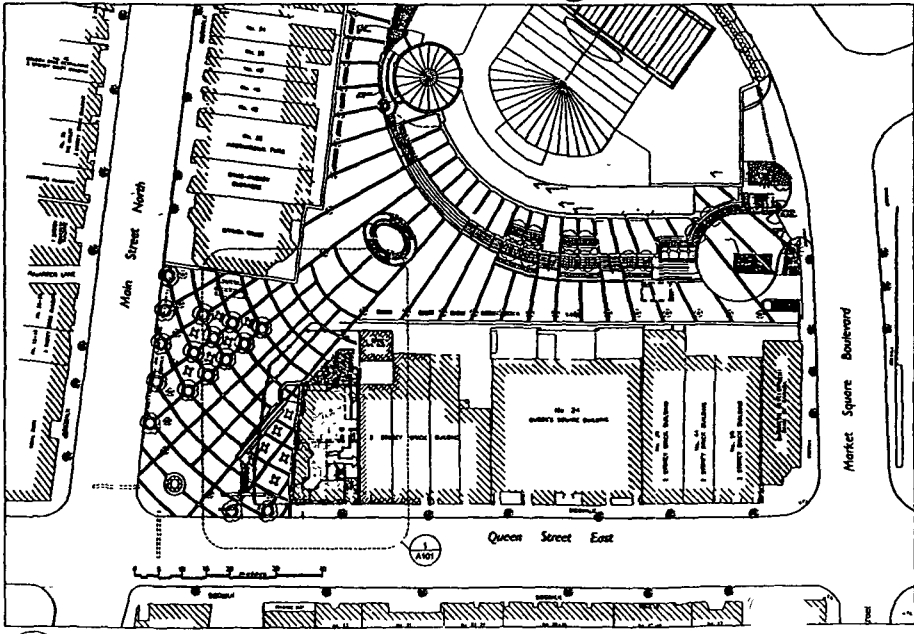
Ground Floor Area = 320m² - A2 Major Occupancy - Restaurant and Kitchen
 Second Floor Existing = 190m² - D Major Occupancy - Business
 Third Floor Existing = 190m² - D Major Occupancy - Business
 Total Existing Floor Area = 700m²

Ground Floor New = 49m² - A2 Major Occupancy - Lobby
 Second Floor New = 158m² - D Major Occupancy - Business
 Third Floor New = 150m² - D Major Occupancy - Business
 Total New Floor Area = 357m²

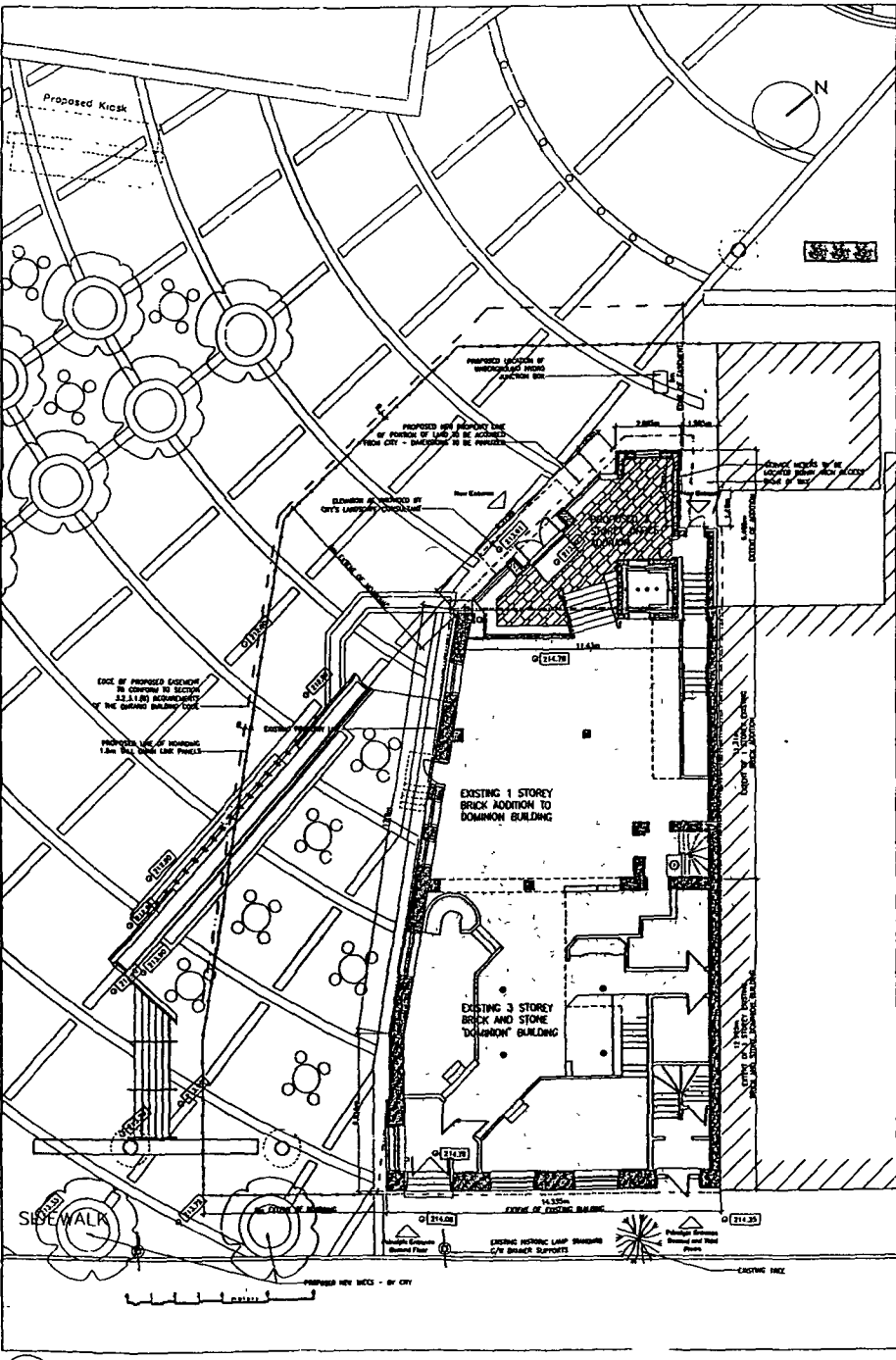
Total Gross Building Area = 1057m²

3 ONTARIO BUILDING CODE DATA MATRIX
A101 Scale: NTS

4 GENERAL NOTES
A101 Scale: NTS



2 CONTEXT PLAN
A101 Scale: 1:500



1 SITE PLAN
A101 Scale: 1:100

PROJECT NORTH

Consent Notes

This drawing, as an instrument of service, is provided by and is the property of BLACK and MCFARLAND Architects Inc. The instrumenter holds and accepts responsibility for all dimensions and details on this drawing, including the appropriate construction details, unless otherwise noted on the drawing. BLACK and MCFARLAND Architects Inc., or any successors, from the original instrumenter.

This drawing shall be used for the project only.

The instrumenter is not responsible for the accuracy of survey, geotechnical, mechanical, electrical, etc., information shown on this drawing. Refer to the appropriate consultant's drawings before proceeding with the work.

Construction shall conform to all applicable codes and requirements of all applicable building jurisdictions.

The instrumenter is not responsible for the accuracy of the information shown on this drawing. Refer to the appropriate consultant's drawings before proceeding with the work.

No.	Revision	Date	By

Legend

- PROPOSED GRADE ELEVATION
- EXISTING GRADE ELEVATION

No.	Issued	Date	By
2	Issued for City Planning Approval	Feb. 10, 2006	ES
1	Issued for City Planning Approval	Oct 21, 2005	ES

ARCHITECTS ASSOCIATION OF ONTARIO
BLACK and MCFARLAND ARCHITECTS
BLACK & MCFARLAND ARCHITECTS INC.

Black and MCFARLAND Architects Inc.
160 Harbour Street
Toronto, Ontario
M5C 1K3
416-533-8855
416-534-3526

Project:
Dominion Building Addition and Renovation
8 Queen Street East
8 Queen Street East
Brampton, Ontario

Drawing:
Site Plan

Scale:
1/8" = 1'-0"

Date: _____ Project No: 03-02
Drawing No: _____

CONSENT TO ENTER AGREEMENT

AGREEMENT BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter referred to as the "Owner")

OF THE FIRST PART

- and -

INZOLA MAIN STREET INC.
(hereinafter referred to as "Inzola")

OF THE SECOND PART

(hereinafter together referred to as the "Parties")

WHEREAS the Owner is the owner of the lands known as Garden Square, located on the northeast corner of Queen and Main Streets being part of Lot 6, Concession I East of Hurontario Street, City of Brampton (formerly the Township of Chinguacousy), Regional Municipality of Peel, being part of Lot 1, Plan BR-14 (the "Owner's Lands");

AND WHEREAS Inzola requires the Owner's permission to enter onto a portion of the Owner's Lands, as shown on Site Storm and Water Servicing Plan 06017-SP1, attached as Schedule A (the "Subject Property"), for the purposes of constructing and installing an NPS 200 mm underground storm sewer pipe to serve 8 Queen Street East, (hereinafter referred to as the "Works") and the Owner has agreed to allow Inzola to do so subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. The recitals herein are true and accurate.
2. (a) The Owner hereby covenants and agrees that Inzola, its officers, employees, servants, contractors, contractor's workers, agents and consultants may enter upon the Subject Property for the sole purpose of carrying out the Works, commencing on June 12th, 2006 and terminating on August 31, 2006 (the "Term").

(b) Inzola shall comply with the Owner's reasonable requirements for scheduling and other requirements required for coordination with other construction activities that are presently being conducted in the Owner's Lands including signage, construction barriers and points of access.

(c) Inzola shall arrange for all required utility locates prior to its entry on the Subject Lands to construct and install the Works.

(d) Prior to entering the Owner's Lands, Inzola shall provide 2 business days advance notice to the Owner's project manager at the following address:

Kent Harvey
Clarendon Projects Ltd.
Royal Trust Tower, 77 King Street West
Toronto, ON M5K 1E7
Phone: (416) 697-6331
Fax: (416) 777-1329
e-mail: kentharvey@sympatico.ca

3. This Agreement, when executed by the said Parties shall constitute a binding agreement which shall enure to and be binding on the Parties, their successors, and assigns.
4. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Subject Property, with respect to the Works, other than as expressed herein, and Inzola agrees to use the Subject Property on an "as is" basis.
5. Prior to restoration of the Owner's Lands, Inzola agrees to arrange for inspections by the City's Building Department for the purpose of Building Code compliance and the City (including its contractor on the Owner's Lands, Aecon Construction) for the purpose of ensuring reasonably satisfactory site conditions required to complete the City's work on Garden Square. Once said inspections determine the Works to be acceptable the parties agree that the City shall assume ownership of the Works.
6. Inzola agrees to restore the Subject Property to a condition satisfactory to the Owner prior to the expiration of the Term.
7. Inzola agrees to obtain all permits and approvals necessary to undertake the Works.
8. Inzola will indemnify, save harmless, release and forever discharge the Owner, its elected officials and any other person for whom it is in law responsible, from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind which may be brought against it, and from and against any and all losses, costs, damages, or expenses (including reasonable legal fees) suffered or incurred by the Owner, howsoever caused, including by reason of any damage to property (including property of the Owner), delay, or injury (including injury resulting in death) to any person, in any way connected with this Agreement or the Works, or the use of the Subject Lands by Inzola or by those for whom it is in law responsible (including its contractors), or arising from any breach of or non-performance by Inzola of any provision of this Agreement, unless caused by the negligence or wilful misconduct on behalf of the Owner or those whom in law it is responsible. This indemnity and release shall survive the Term.
9. Inzola covenants that it has sufficient insurance in place to protect the Owner in relation to the Works and this Agreement, and if it contracts out the Works, that those parties with

whom it has contracted, also have sufficient liability insurance in place to cover any or all of their liability in connection with the Works.

- 10. Inzola agrees that any and all damage caused to the Subject Property in any way connected with the Works shall be the full and sole responsibility of Inzola.
- 11. Inzola agrees to assume all environmental liability relating to its occupancy and use of the Subject Property, including but not limited to any liability for clean-up of any environmental contaminant (as defined in the Environmental Protection Act, R.S.O., 1990, Chapter E.19, as amended) in, on, under, along, across and around the Subject Property (and any associated costs) which result from:
 - a) the performance of the Works by Inzola in, on, under, along, across or around the Subject Property; or
 - b) any products or goods brought in, on, under, along, across or around the Subject Property by Inzola, or by any other person with the express or implied consent of Inzola.
- 12. The Owner is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any environmental contaminant from the Subject Property, that arises in connection with Inzola's use of the Subject Property or the performance of the Works, unless such damage to property or injury to a person, including death, is caused by the negligence or willful misconduct on the part of the Owner, its officers, employees or agents.
- 13. Inzola shall have no claim against the Owner for any loss, costs or damage it may suffer as a result of the failure of the Owner to grant to grant the easement contemplated in paragraph 12, hereof, and shall, if required by the Owner, either remove the Works or relocate the Works to another location within the Owner's Lands acceptable to the Owner and shall restore the Owner's Lands to the Owner's satisfaction.

IN WITNESS WHEREOF the Owner has on the 11th day of Aug, 2006 ~~affixed its corporate seal~~ attested by the hands of the duly authorized officer(s).

AUTHORIZATION
BY-LAW NO.
<u>168-2006</u>

THE CORPORATION OF THE CITY OF BRAMPTON

Susan Fennell
Susan Fennell, Mayor

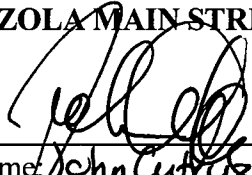
Kathryn Zammit
Kathryn Zammit, City Clerk

Approved as to form Law Dept.
<u>[Signature]</u>
<u>08-07-06</u>

Approved as to content C.S. Dept.
<u>[Signature]</u>
<u>08-07-06</u>

IN WITNESS WHEREOF Inzola has on the 27 day of July, 2006 affixed its name under the hands of its signing officer(s) in that behalf.

INZOLA MAIN STREET INC.



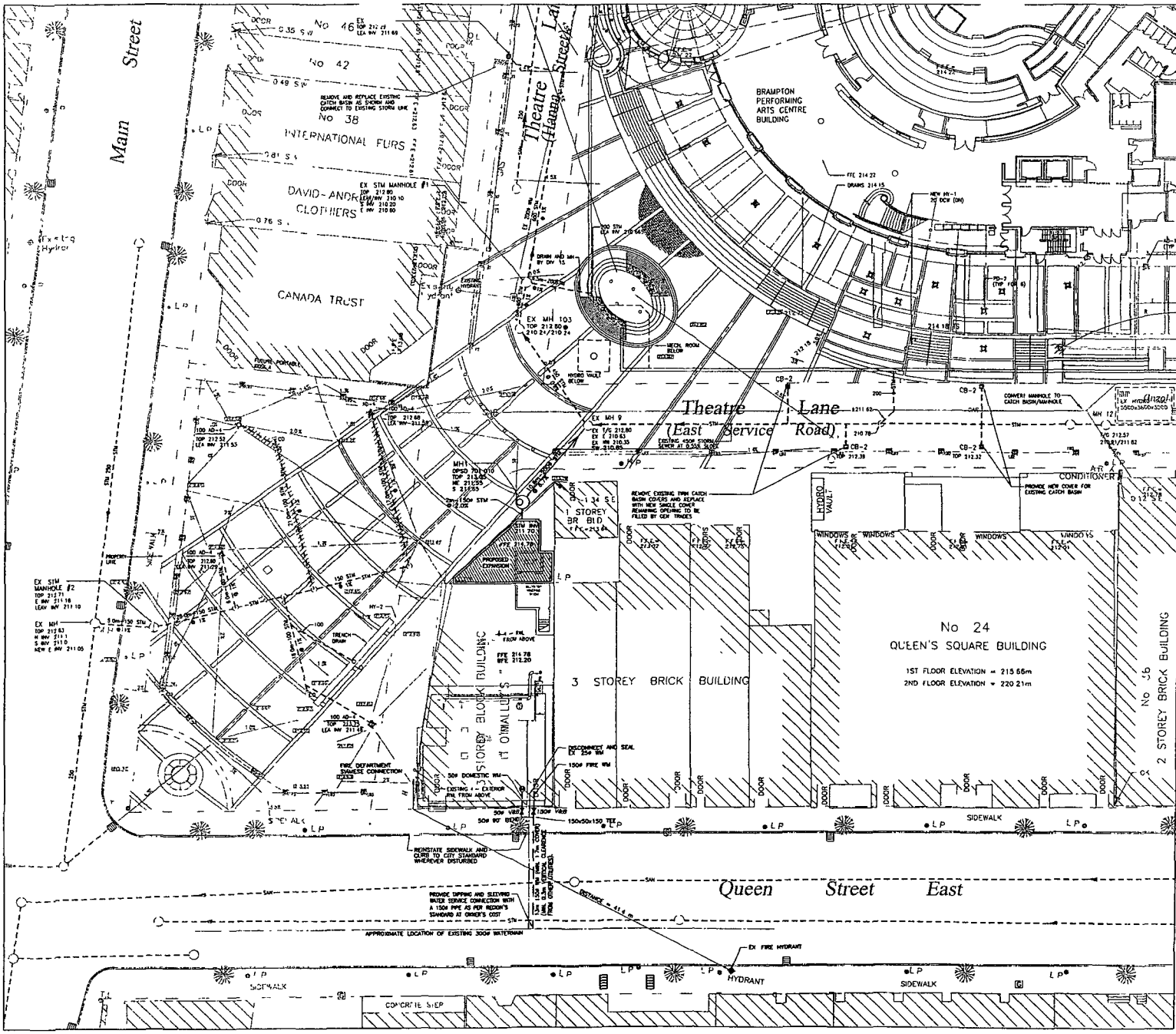
Name: John C. Inzola Title: President
"I have the authority to bind the Corporation."

Page 5 of 5

Schedule "A"

Site Storm and Water Servicing Plan 06017-SP1

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a smaller, less distinct signature.



LEGEND

□ CB	EX CATCH BASIN
○ MH	EX MAINTENANCE HOLE
○ FH	EX FIRE HYDRANT
○ LV	EX LIGHT STANDOFF
○ VV	EX WATER VALVE
○ L/A	LANDSCAPED AREA
○ RD	ROOF DRAIN
○ S	PROPOSED STORAGE
○ SM	PROPOSED STORM MANHOLE
○ SMHA	PROPOSED SANITARY MANHOLE
○ CBH	PROPOSED CATCHBASIN
○ CSMH	PROPOSED CATCHBASIN MANHOLE
○ CS	PROPOSED CONCRETE SPLASH PAD
○ CV	PROPOSED CHECK VALVE
○ V&B	PROPOSED VALVE & BOX
○ FIV	PROPOSED FIRE INDICATOR VALVE
○ FL	PROPOSED FIRE LINE

- GENERAL NOTES**
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BRAMPTON AND THE LEGISLATION THEREUNDER.
 - ALL SURFACE DRAINAGE SHALL BE COLLECTED AND DISCHARGED AT THE LOCATION OF THE MANHOLE. THE DRAINAGE OF THE BUILDING PERMIT DRAINAGE OF ADJACENT PROPERTIES SHALL NOT BE AFFECTED BY THIS PROJECT.
 - PROPOSED ELEVATIONS ALONG SITE PROPERTY LINES MUST MATCH EXISTING ELEVATIONS.
 - A 1.2M CLEARANCE SHALL BE MAINTAINED AROUND PERIMETER OF THE SITE.
 - AT ALL OUTRIGGERS TO THE SITE, THE ROAD CURB AND SIDEWALK SHALL BE CONTINUOUS THROUGH THE DRIVEWAY. THE DRIVEWAY GRADE WILL BE CONTINUOUS WITH THE EXISTING SIDEWALK AND CURB DEPRESSION WILL BE MAINTAINED AT ALL TIMES. ACCESS TO CONSTRUCTION AS PER CITY OF BRAMPTON STANDARDS IS REQUIRED.
 - SIDEWALK TO BE REMOVED AND REPLACED AS PER OPEN. 310.910.
 - THE PORTION OF THE DRIVEWAY WITHIN THE MUNICIPAL BOUNDARY MUST BE PAVED WITH CONCRETE AND BOUNDARY SURFACE TO BE LOWER DRAINAGE THAN 150MM OF 20MM CRUSHER RUN UNDERLAY AND 200MM GRANULAR FILL OR 150MM OF 20MM CRUSHER RUN UNDERLAY CONNECTED TO WORK.
 - STANDARD PROTECTION DEVICES
 - UTILITY CLEARANCE RADIUS OF 1.2 METERS BETWEEN THE PROPOSED DRIVEWAY ENTRANCE CURB RETURN AND ALL ABOVE GROUND UTILITIES MUST BE MAINTAINED.
 - ROAD OCCUPANCY PERMIT MUST BE OBTAINED 48 HOURS PRIOR TO COMMENCING ANY WORK WITHIN THE MUNICIPAL ROAD ALLOWANCE.
 - THE SERVICE CONNECTION TRENCH WITHIN THE TRAVELLED PORTION OF THE ROAD SHALL BE BARRICADED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ROAD OCCUPANCY PERMIT APPLICATION.
 - WITHIN THE CITY ROAD OF WAY, STORM SEWER AND STORM SEWER CONNECTIONS MUST BE CONCRETE OR APPROVED EQUAL, WITH TYPE 'B' REINFORCEMENT. THE STRENGTH OF THE CONCRETE PIPE MUST BE AS PER CANADIAN STANDARDS AND AS FOLLOWS: 600MM Ø 40 FOR NEW OR 600MM Ø 40 AND 450MM Ø 35 FOR REINFORCED PIPE.
 - THE BRAMPTON CATCHBASIN LEAD QUANTITY ALLOWED IS 200MM.
 - STORM SEWER PIPES CONNECTING TO THE CITY'S STORM SEWER SHALL NOT BE SMALLER THAN 200MM.
 - ALL CATCHBASIN MANHOLES AND MANHOLES WITH PILE CONTROL DEVICES MUST HAVE A MINIMUM 0.3 METRE BUMP AND TOP AS PER MANHOLE STANDARDS.
 - FOUNDATION DRAINS SHALL NOT BE CONNECTED TO THE STORM SEWER ON SITES WITH FOUNDATION PERIMETER CONTROL.
 - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT A ELEVATION DETAIL OF EXISTING AREAS IS SUBMITTED WITHIN 14 DAYS OF THE PRESENT CABLES SHALL NOT BE LESS THAN 1.2 METRES FROM THE PROPOSED POINT OF THE SERVICE PAYMENT TO THE LATEST POINT OF THE SERVICE CABLE DIRECTLY ABOVE THE PAVEMENT AREA TO ENSURE CLEARANCES ARE MET.

- REGION OF PEEL NOTES**
- ALL WATERMAIN AND CONSTRUCTION METHODS MUST CONFORM TO CURRENT PEEL PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
 - WATERMAIN AND STORM SEWER SERVICE CONNECTIONS SHALL BE V.C. CLASS 40 TO 40MM SPEC. C-75. SIZE 80 MM (Ø) AND SMALLER TO BE SPECIFICATION.
 - WATERMAIN AND/OR WATER SERVICES ARE TO HAVE A MIN. DEPTH OF 1.0M (Ø) WITH A MIN. HORIZONTAL SPACING OF 1.5M (Ø) FROM THEMSELVES AND OTHER UTILITIES.
 - PROVIDE FOR PLUMBING THE WATER LINE PRIOR TO TESTING ETC. MUST BE PROVIDED WITH AT LEAST A 30MM (Ø) DRAINAGE TO 150MM (Ø) AND LARGER LINES, COPPER LINES ARE TO HAVE FILLING POINTS AT THE END, THE SAME SIZE AS THE LINE. THEY MUST ALSO BE HOSERS OR PIPES TO ALLOW THE WATER TO DRAIN INTO A PARKING LOT OR DOWN A DRAIN ON FIRE LINES, PLUMBING OUTLET TO BE 800 MM (Ø) MINIMUM ON A FLOODANT.
 - ALL CURE STOPS TO BE 3.0M (Ø) OFF THE FACE OF THE BUILDING UNLESS OTHERWISE NOTED.
 - HYDRANT AND VALVE SET TO REGION STANDARD. DIMENSION A AND B 7.6M (Ø) AND 1.5M (Ø) TO HAVE PAPER ACCESS.
 - WATERMANS TO BE INSTALLED TO GRADES AS SHOWN ON APPROVED SITE PLAN COPY OF GRADE SHEET MUST BE SUPPLIED TO INSPECTOR PRIOR TO COMMENCEMENT OF WORK, WHERE REQUIRED BY INSPECTOR.
 - WATERMAIN MUST HAVE A MIN. VERTICAL CLEARANCE OF 8.1M (Ø) OVER 1.5M (Ø) LATER SERVICES AND ALL OTHER UTILITIES WHERE CROSSINGS.
 - ALL PROPOSED WATER PIPES ARE TO BE ISOLATED FROM EXISTING LINES IN ORDER TO ALLOW INDEPENDENT PRESSURE TESTING AND DISINTEGRATION FROM EXISTING SYSTEMS.

- NOTES**
- ARRANGEMENT FOR WATERMAIN AND STORM SEWER TO BE ESTABLISHED.
 - EXISTING INFORMATION REGARDING THE SUBJECT PROPERTY WAS OBTAINED FROM THE CITY OF BRAMPTON AND PARTNERS INC., TORONTO (1918-1925).

RECEIVED
MAY 12 2006
Real Estate Department
City of Brampton

INZOLA CONSTRUCTION INC.
14 (905) 453 8046 Fax (905) 453 3382

KEY PLAN

1 AS PER CITY & REGION COMBINED 2006/05/19 CA
2 SUBMITTAL FOR PERMIT 2006/05/19 CA
3 REVISIONS date MFL

GENERAL NOTES
THESE DRAWINGS ARE COPYRIGHT AND THE PROPERTY OF REINDERS + RIEDER LTD. THE DRAWINGS MAY NOT BE USED FOR CONSTRUCTION WITHOUT THE PERMISSION OF REINDERS + RIEDER LTD. AND UNLESS SPECIFIED TO THE CONTRARY, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. REVISIONS TO THESE DRAWINGS SHALL BE MADE BY REVISIONS TO THESE DRAWINGS IS STRICTLY PROHIBITED.
DO NOT SCALE THESE DRAWINGS. ANY ERROR OR OMISSION IS TO BE REPORTED IMMEDIATELY TO REINDERS + RIEDER LTD.

Rev: PG
Designed: CR
Reviewed: CR
Date: 2006/05/19
Scale: 1:200
Project: DOMINION BUILDING ADDITION AND RENOVATION
8 QUEEN STREET EAST BRAMPTON, ONTARIO
Drawing: SITE STORM AND WATER SERVICING PLAN

REINDERS + RIEDER LTD.
Incorporated, Consulting Engineers & Project Managers
87 MILL STREET NORTH SUITE 201
BRAMPTON ON L6X 1S5
T: 905 457 1818 F: 905 457 8852
Email: info@reinders.ca www.reinders.ca

drawing no: 06017-SP1 rev no: 1

Schedule "A"

CONSENT TO ENTER AGREEMENT

AGREEMENT BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter referred to as the "Owner")

OF THE FIRST PART

- and -

INZOLA MAIN STREET INC.
(hereinafter referred to as "Inzola")

OF THE SECOND PART

(hereinafter together referred to as the "Parties")

WHEREAS the Parties have entered into an Agreement of Purchase and Sale dated July __, 2006 (the Agreement") for the land described as Part of Lot 1, Registered Plan 541 and Part of Lane being part of the West Half of Lot 6, Concession I, EHS, referred to as Plan BR-14, City of Brampton and described as Parts 1, 3 and 5, on Draft Reference Plan 43R- by Ophir N. Dzaldov under Job No.: 04-004-01A and attached hereto as "Schedule A"(the "Subject Property");

AND WHEREAS Inzola has requested the Owner's permission to enter onto the Subject Property, for the purposes of constructing an expansion of 8 Queen Street East, (hereinafter referred to as the "Works") prior to completion of the Agreement and the Owner has agreed to allow Inzola to do so subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. The recitals herein are true and accurate.
2. (a) The Owner hereby covenants and agrees that Inzola, its officers, employees, servants, contractors, contractor's workers, agents and consultants may enter upon the Subject Property for the sole purpose of carrying out the Works, commencing on August 2, 2006 and terminating on July 31, 2007 (the "Term").
88
July 17th
- (b) Inzola shall comply with the Owner's reasonable requirements for scheduling and other requirements required for coordination with other construction activities that are presently being conducted in the Owner's lands adjacent to the Subject Property including signage, construction barriers and points of access.
- (c) Inzola shall arrange for all required utility locates prior to its entry on the Subject Property to construct and install the Works.
- (d) Prior to entering the Subject Property, Inzola shall provide 2 business days advance notice to the Owner's project manager at the following address:

Kent Harvey

Clarendon Projects Ltd.

Royal Trust Tower, 77 King Street West

Toronto, ON M5K 1E7

Phone: (416) 697-6331

Fax: (416) 777-1329

e-mail: kentharvey@sympatico.ca

3. This Agreement, when executed by the said Parties shall constitute a binding agreement which shall enure to and be binding on the Parties, their successors, and assigns.
4. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Subject Property, with respect to the Works, other than as expressed herein, and Inzola agrees to use the Subject Property on an "as is" basis.
5. Inzola agrees to obtain all permits and approvals necessary to undertake the Works.
6. Inzola will indemnify, save harmless, release and forever discharge the Owner, its elected officials and any other person for whom it is in law responsible, from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind which may be brought against it, and from and against any and all losses, costs, damages, or expenses (including reasonable legal fees) suffered or incurred by the Owner, howsoever caused, including by reason of any damage to property (including property of the Owner), delay, or injury (including injury resulting in death) to any person, in any way connected with this Agreement or the Works, or the use of the Subject Lands by Inzola or by those for whom it is in law responsible (including its contractors), or arising from any breach of or non-performance by Inzola of any provision of this Agreement, unless caused by the negligence or wilful misconduct on behalf of the Owner or those whom in law it is responsible. This indemnity and release shall survive the Term.
8. Inzola covenants that it has sufficient insurance in place to protect the Owner in relation to the Works and this Agreement, and if it contracts out the Works, that those parties with whom it has contracted, also have sufficient liability insurance in place to cover any or all of their liability in connection with the Works.
9. Inzola agrees that if the Agreement is not completed, any and all damage caused to the Subject Property in any way connected with the Works shall be the full and sole responsibility of Inzola.
10. Inzola agrees to assume all environmental liability relating to its occupancy and use of the Subject Property, including but not limited to any liability for clean-up of any environmental contaminant (as defined in the Environmental Protection Act, R.S.O., 1990, Chapter E.19, as amended) in, on, under, along, across and around the Subject Property (and any associated costs) which result from:
 - a) the performance of the Works by Inzola in, on, under, along, across or around the Subject Property; or

- b) any products or goods brought in, on, under, along, across or around the Subject Property by Inzola, or by any other person with the express or implied consent of Inzola.
11. The Owner is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any environmental contaminant from the Subject Property, that arises in connection with Inzola's use of the Subject Property or the performance of the Works, unless such damage to property or injury to a person, including death, is caused by the negligence or willful misconduct on the part of the Owner, its officers, employees or agents.
 12. Inzola shall have no claim against the Owner for any loss, costs or damage it may suffer as a result of the failure of the Owner to complete the Agreement. and in such instance shall, if required by the Owner, either stabilize, or else remove the Works and shall restore the Subject Property to the Owner's satisfaction.

IN WITNESS WHEREOF the Owner has on the 14th day of Aug, 2006 affixed its corporate seal attested by the hands of the duly authorized officer(s).

Approved
as to form
Law Dept.
[Signature]
08 01 06

Approved
as to content
C.S. Dept.
[Signature]
08 01 06

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
Susan Fennell, Mayor

[Signature]
Kathryn Zammit, City Clerk

IN WITNESS WHEREOF Inzola has on the 11 day of July, 2006 affixed its name under the hands of its signing officer(s) in that behalf.

AUTHORIZATION
BY-LAW NO. 180-2005
~~178-805~~
~~168-2006~~

INZOLA MAIN STREET INC.

[Signature]
Name: John Curro Title: President
"I have the authority to bind the Corporation."

Page 4 of 4

Schedule "A"

Draft Reference Plan 43R-

by Ophir N. Dzaldov under Job No.: 04-004-01A

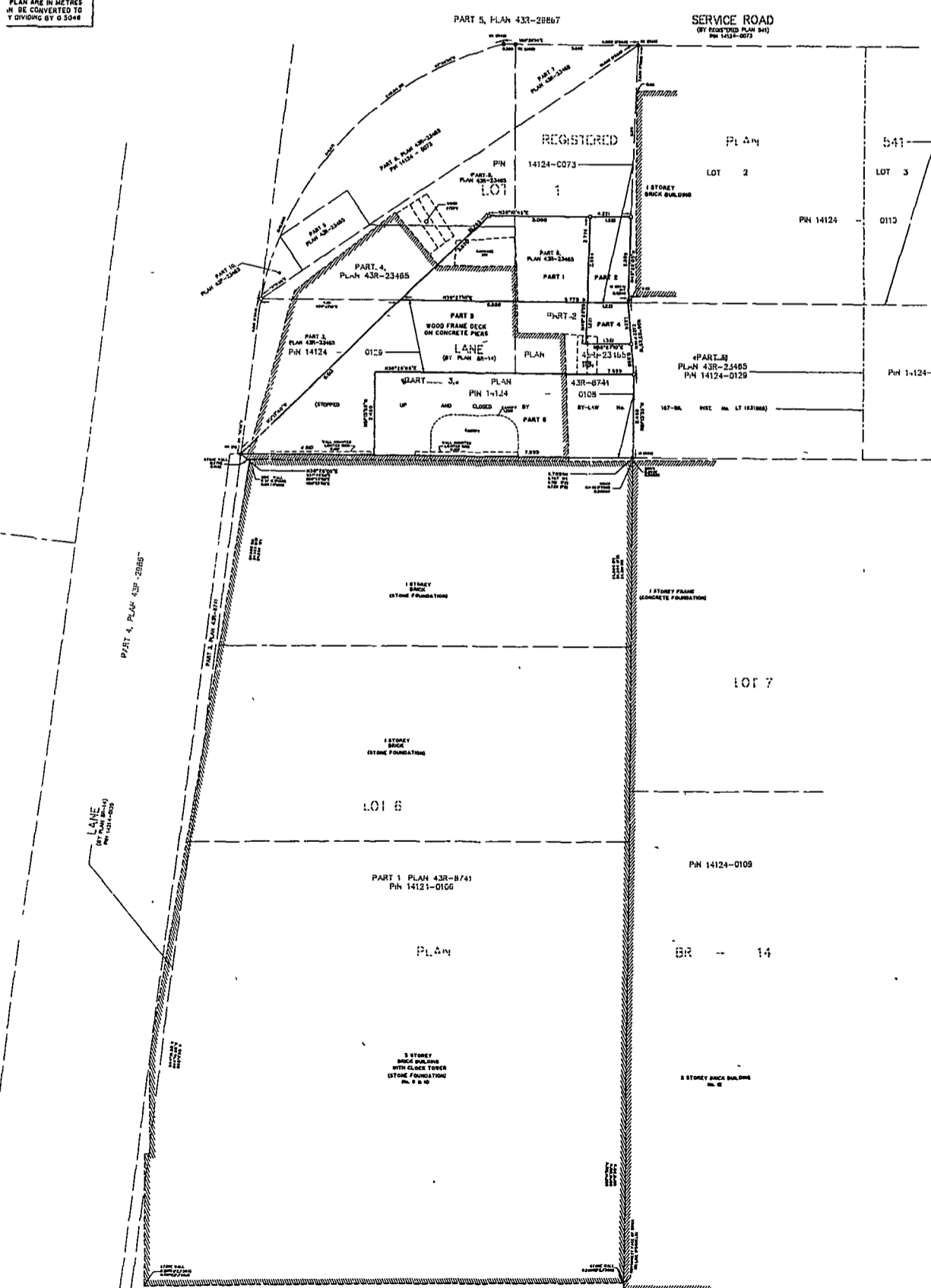
Schedule "A"

DISTANCES SHOWN
PLAN ARE IN METRES
IN BE CONVERTED TO
Y DIVIDING BY 0.3048

PLAN 43R-
RECEIVED AND DEPOSITED
DATE _____, 2008
DATE _____

OPIM S. DZALDOV
ONTARIO LAND SURVEYOR
ASST. DEP. LAND REGISTRAR FOR THE LAND
LAND DIVISION OF PEEL No. 43

SCHEDULE			
PART	DESCRIPTION	PLAN	AREA (sq)'
1	PART 1 OF LOT 1	PART OF 43R-23465	0.31
2	REGISTERED PLAN 541	PART OF 43R-23465	0.31
3	PART OF LANE	PART OF 43R-23465	1.15
4	REGISTERED PLAN BR-14	BY-LAW 2007-009	0.28



PLAN OF SURVEY OF
PART OF LOT 1
REGISTERED PLAN 541 AND
PART OF LANE 541
SHOWING A PLAN OF PART OF THE WEST HALF OF LOT 1 (CONCESSION 1)
EAST OF HIGHWAY STREET IN THE RESUBDIVISION OF COMMERCIALITY
PREPARED TO BE
PLAN BR-14
CITY OF BRAMPTON
REGIONAL MUNICIPALITY OF PEEL
SCALE 1:500
SCHAEFFER & DZALDOV LIMITED

- NOTES
- O DENOTES PLANTED ORNAMENTS
 - B DENOTES FOUND MONUMENT
 - CG DENOTES CUT GRIDS
 - B DENOTES BENCH MARK
 - RE DENOTES RAILWAY SPINE
 - WT DENOTES WATER
 - RAS DENOTES A. REALTY O.L.S.
 - DISB DENOTES O.L. STARRS O.L.S.
 - P DENOTES PLAN BR 14
 - P1 DENOTES A. REALTY MURPHY & BARRON O.L.S., DATED SEPTEMBER 3, 1960
 - P2 DENOTES A. REALTY O.L.S., DATED SEPTEMBER 22, 1959
 - P3 DENOTES PLAN 43R-8741
 - P4 DENOTES A. REALTY O.L.S., DATED SEPTEMBER 24, 1959
 - P5 DENOTES PLAN 43R-23465
 - S DENOTES MEASURED
- REMARKS ARE AS SHOWN AND ARE REFERRED TO THE NORTHWEST-CORNER OF LOT 1 OF QUEEN STREET EAST AS SHOWN ON PLAN PLAN 43R-8741, HAVING A BEARING OF 304° 50' 00".

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT AND THE REGULATIONS MADE THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____, 2008.
DATE: _____, 2008.
Preliminary
OPIM S. DZALDOV
ONTARIO LAND SURVEYOR

QUEEN STREET EAST
ROAD ALLEVIANCE BETWEEN LOTS 5 AND 6
PIN 14124-0078

CONSENT TO ENTER AGREEMENT

AGREEMENT BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter referred to as the "Owner")

OF THE FIRST PART

- and -

INZOLA MAIN STREET INC.
(hereinafter referred to as "Inzola")

OF THE SECOND PART

(hereinafter together referred to as the "Parties")

WHEREAS the Owner is the owner of the lands known as Garden Square, located on the northeast corner of Queen and Main Streets being part of Lot 6, Concession I East of Hurontario Street, City of Brampton (formerly the Township of Chinguacousy), Regional Municipality of Peel, being part of Lot 1, Plan BR-14 (the "Owner's Lands");

AND WHEREAS Inzola has requested the Owner's permission to enter onto a portion of the Owner's Lands, as shown on Electrical Site Plan drawing number SKM-1 of 1, attached as Schedule A (the "Subject Property"), for the purposes of constructing and installing an underground electrical switchboard and electrical cables to serve 8 Queen Street East, (hereinafter referred to as the "Works") and the Owner has agreed to allow Inzola to do so subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. The recitals herein are true and accurate.
2. (a) The Owner hereby covenants and agrees that Inzola, its officers, employees, servants, contractors, contractor's workers, agents and consultants may enter upon the Subject Property for the sole purpose of carrying out the Works, commencing on June 12th, 2006 and terminating on August 31, 2006 (the "Term").

(b) Inzola shall comply with the Owner's reasonable requirements for scheduling and other requirements required for coordination with other construction activities that are presently being conducted in the Owner's Lands including signage, construction barriers and points of access.

(c) Inzola shall arrange for all required utility locates prior to its entry on the Subject Lands to construct and install the Works.

(d) Prior to entering the Owner's Lands, Inzola shall provide 2 business days advance notice to the Owner's project manager at the following address:

Kent Harvey
Clarendon Projects Ltd.
Royal Trust Tower, 77 King Street West
Toronto, ON M5K 1E7
Phone: (416) 697-6331
Fax: (416) 777-1329
e-mail: kentharvey@sympatico.ca

3. This Agreement, when executed by the said Parties shall constitute a binding agreement which shall enure to and be binding on the Parties, their successors, and assigns.
4. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Subject Property, with respect to the Works, other than as expressed herein, and Inzola agrees to use the Subject Property on an "as is" basis.
5. Inzola agrees to restore the Subject Property to a condition satisfactory to the Owner prior to the expiration of the Term.
6. Inzola agrees to obtain all permits and approvals necessary to undertake the Works.
7. Inzola will indemnify, save harmless, release and forever discharge the Owner, its elected officials and any other person for whom it is in law responsible, from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind which may be brought against it, and from and against any and all losses, costs, damages, or expenses (including reasonable legal fees) suffered or incurred by the Owner, howsoever caused, including by reason of any damage to property (including property of the Owner), delay, or injury (including injury resulting in death) to any person, in any way connected with this Agreement or the Works, or the use of the Subject Lands by Inzola or by those for whom it is in law responsible (including its contractors), or arising from any breach of or non-performance by Inzola of any provision of this Agreement, unless caused by the negligence or wilful misconduct on behalf of the Owner or those whom in law it is responsible. This indemnity and release shall survive the Term.
8. Inzola covenants that it has sufficient insurance in place to protect the Owner in relation to the Works and this Agreement, and if it contracts out the Works, that those parties with whom it has contracted, also have sufficient liability insurance in place to cover any or all of their liability in connection with the Works.
9. Inzola agrees that any and all damage caused to the Subject Property in any way connected with the Works shall be the full and sole responsibility of Inzola.
10. Inzola agrees to assume all environmental liability relating to its occupancy and use of the Subject Property, including but not limited to any liability for clean-up of any environmental contaminant (as defined in the Environmental Protection Act, R.S.O., 1990,

Chapter E.19, as amended) in, on, under, along, across and around the Subject Property (and any associated costs) which result from:

- a) the performance of the Works by Inzola in, on, under, along, across or around the Subject Property; or
- b) any products or goods brought in, on, under, along, across or around the Subject Property by Inzola, or by any other person with the express or implied consent of Inzola.

- 11. The Owner is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any environmental contaminant from the Subject Property, that arises in connection with Inzola's use of the Subject Property or the performance of the Works, unless such damage to property or injury to a person, including death, is caused by the negligence or willful misconduct on the part of the Owner, its officers, employees or agents.
- 12. Inzola and the Owner shall enter into an easement agreement for the Works, in accordance with the applicable provisions of the Municipal Act, 2001 and the Owner's easement granting procedures.
- 13. Inzola shall have no claim against the Owner for any loss, costs or damage it may suffer as a result of the failure of the Owner to grant to grant the easement contemplated in paragraph 12, hereof, and shall, if required by the Owner, either remove the Works or relocate the Works to another location within the Owner's Lands acceptable to the Owner and shall restore the Owner's Lands to the Owner's satisfaction.

IN WITNESS WHEREOF the Owner has on the 14th day of Aug, 2006 affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF THE CITY OF BRAMPTON

Susan Fennell
Susan Fennell, Mayor

Kathryn Zammit
Kathryn Zammit, City Clerk

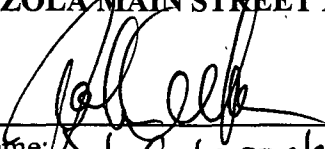
Approved as to form
Law Dept.
[Signature]
08 01 06

Approved as to content
C.S. Dept.
[Signature]
08 01 06

AUTHORIZATION BY-LAW NO.
168-2006

IN WITNESS WHEREOF Inzola has on the 11th day of July, 2006 affixed its name under the hands of its signing officer(s) in that behalf.

INZOLA MAIN STREET INC.

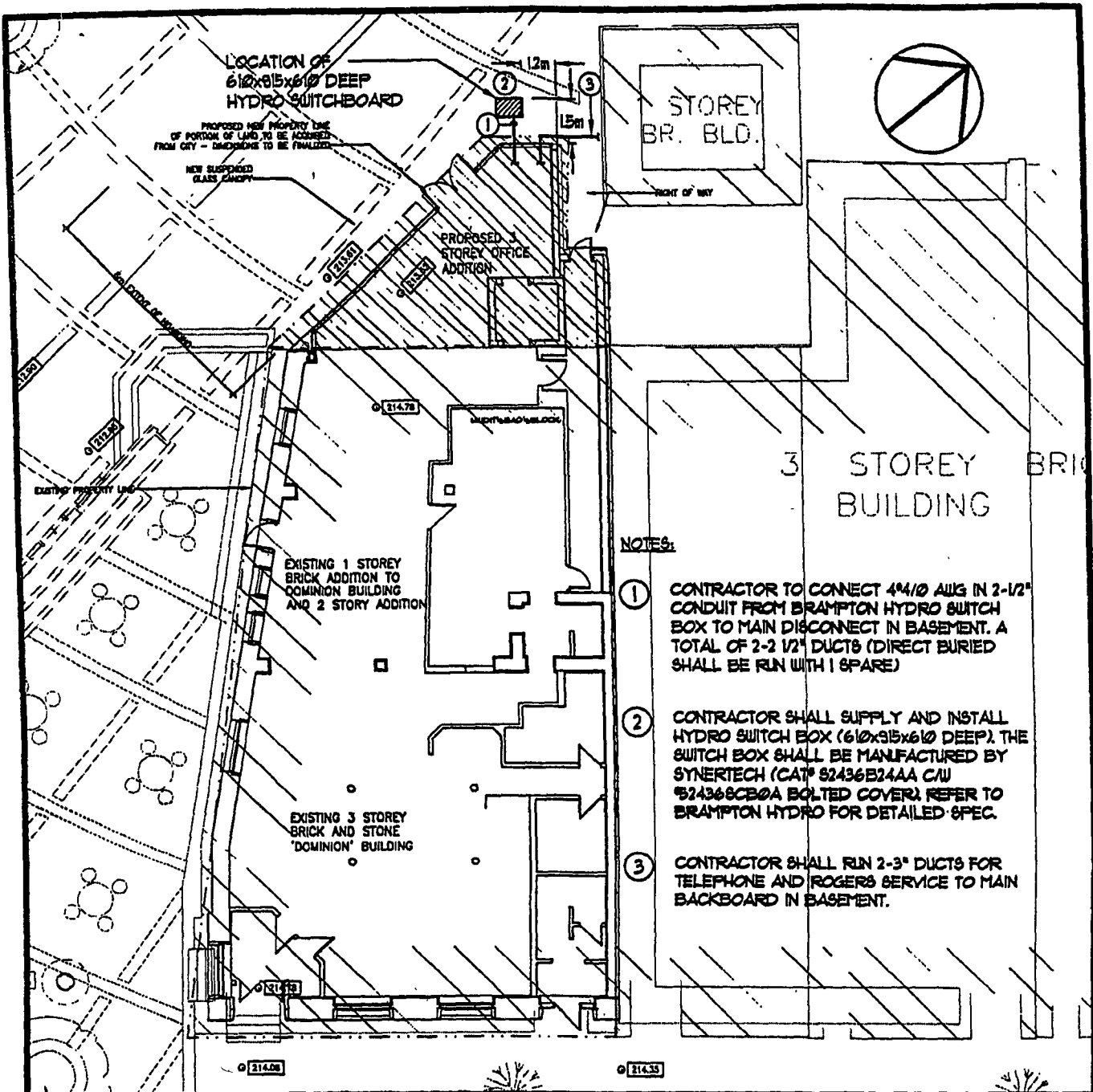

Name: John Cutruzzola Title: President
"I have the authority to bind the Corporation."

Page 5 of 5

Schedule "A"

Electrical Site Plan SKM-1 dated 04/13/06

SCHEDULE "A"



- NOTES:**
- ① CONTRACTOR TO CONNECT 4#10 AWG IN 2-1/2" CONDUIT FROM BRAMPTON HYDRO SWITCH BOX TO MAIN DISCONNECT IN BASEMENT. A TOTAL OF 2-2 1/2" DUCTS (DIRECT BURIED SHALL BE RUN WITH 1 SPARE)
 - ② CONTRACTOR SHALL SUPPLY AND INSTALL HYDRO SWITCH BOX (610x915x610 DEEP). THE SWITCH BOX SHALL BE MANUFACTURED BY SYNERTECH (CAT# S2436B24AA C/U S24368CB0A BOLTED COVER) REFER TO BRAMPTON HYDRO FOR DETAILED SPEC.
 - ③ CONTRACTOR SHALL RUN 2-3" DUCTS FOR TELEPHONE AND ROGERS SERVICE TO MAIN BACKBOARD IN BASEMENT.

PROJECT TITLE:
8 QUEEN STREET EAST
 DRAWING TITLE:
ELECTRICAL SITE PLAN

	REVISION: ISSUED FOR HYDRO APPROVAL					
	DATE: 04/13/06	SCALE: 1/16" = 1'-0"			DRAWN BY: WK	CHECKED BY: S.T.
	175 West Beaver Creek Road, Unit 31 Richmond Hill, Ontario L4B 3M1 Tel: 905 882-5445 Fax: 905 882-5447 Email: cad@novatrendeng.com				PROJECT NUMBER: 0593	DRAWING NUMBER: SKM-1
					OF 1	