



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

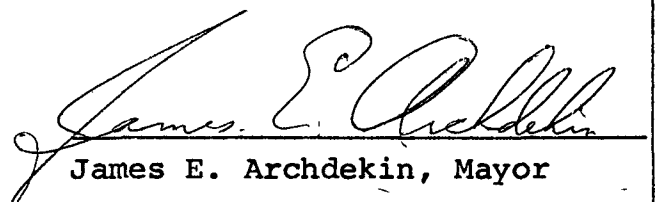
Number 49-76

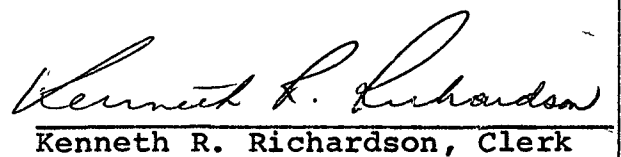
Being a By-law to authorize the execution of a Lease between T.M.D. Limited and The Corporation of the City of Brampton.

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

That the Mayor and the Clerk are hereby authorized to execute a lease between T.M.D. Investments Limited, and The Corporation of the City of Brampton, in <sup>the</sup> ~~for~~ form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of February, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

PASSED February 23 19 76

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# BY-LAW

No. 49-76

Being a By-law to authorize the execution of a Lease between T.M.D. Limited and The Corporation of the City of Brampton.

T H I S L E A S E, made the first day  
of January, A.D. 1976. <sup>TD</sup>

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT:

B E T W E E N:

T.M.D. INVESTMENTS LIMITED,  
a Corporation incorporated under the laws of  
the Province of Ontario,

Hereinafter called "the LANDLORD" -

OF THE FIRST PART;

-and- THE CORPORATION OF THE CITY OF BRAMPTON,

Hereinafter called "the TENANT" -

OF THE SECOND PART;

WHEREAS the Landlord is the owner of a certain  
building in the course of construction known municipally as  
<sup>TD</sup> 77 Hale Road, and is more particularly  
described in Schedule "A" annexed hereto;

AND WHEREAS the Landlord has agreed to complete  
the said building in accordance with the plans and specifica-  
tions attached hereto and marked Schedule "B", and upon  
completion of the said building the Tenant has agreed to lease  
same - all on the terms and conditions herein set out.

NOW THEREFORE THIS LEASE WITNESSETH that in  
consideration of the rents reserved and the Tenant's covenants  
and agreements herein contained and on the part of the Tenant  
to be paid, observed and performed, the Landlord has demised  
and leased and by these presents doth demise and lease unto  
the Tenant the demised premises for the term of three (3) years  
commencing on the first day of January, 1976 and ending on the  
thirty-first day of December, 1978.

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THE TENANT PAYING THEREFORE, to the Landlord a rent of SIX THOUSAND ONE HUNDRED AND SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$6,166.67) per month, in advance on the first day of each and every month during the three year term, the first of such monthly installments to be on or before the first day of January, 1976.

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THE LANDLORD acknowledges the receipt of payment by the tenant of the sum of TWELVE THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-FOUR CENTS (\$12,333.34) to be applied to the rent for the first month and the last month of the three year term.

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1. TENANT'S COVENANTS

(a) To pay rent;

(b) Tenant will, as additional rent, in each and every year during the said term, pay and discharge all taxes, (including local improvement rates), rates, duties and assessments that may be levied, rated, charged or assessed against the Demised Premises or any part thereof, and, without limiting the generality of the foregoing, every other tax, charge, rate, assessment or payment which may become a charge or encumbrance upon or levied or collected upon or in respect of the Demised Premises or any part thereof, as the same become due respectively, whether charged by any municipal, parliamentary, or other body during the term hereby demised. Tenant shall pay as the same become due respectively, all charges for public utilities, including water, gas, electrical power or energy, steam or hot water used upon or in respect of the Demised Premises and for fittings, machines, apparatus, meters or other things leased in respect thereof, and for all work or services performed by any corporation or commission in connection with such public utilities. Tenant shall have the right to contest by appropriate legal proceedings the validity of any tax, rate, assessment or other charges referred to in this paragraph; and if the payment of any such tax, rate, local improvement rates, assessment or other charges may be legally held in abeyance without subjecting Landlord or Tenant to any liability of whatsoever nature for failure to so pay, Tenant may postpone such payment until the final determination of any such proceeding, provided that all such proceedings shall be prosecuted with all due diligence and dispatch:

(c) The Tenant acknowledges and agrees that it is intended that this lease shall be a completely carefree net lease for the Landlord that the Landlord shall not be

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responsible during the term of the lease for any costs, charges, expenses and outlays of any nature whatsoever in respect of the lands, buildings or improvements thereon, or the contents thereof, excepting only the Landlord's income tax in respect of income received from leasing the Demised Premises, corporations tax, principal and interest payments to be made in connection with any mortgage or mortgages placed on the lands and premises by the Landlord or any expense for repairs as specifically referred to herein. The Tenant covenants and agrees to operate, maintain and keep the Demised Premises in such good order and condition both inside and out, as they would be kept by a reasonably careful owner and promptly to make all needed repairs and replacements as shall be reasonably necessary. The Landlord agrees that notwithstanding anything herein contained to:

- (i) make all and any repairs during the term herein to the Demised Premises resulting from structural defects and weaknesses and for the purpose of this lease "structural" shall mean structural steel incorporated into the Demised Premises, foundations and outside walls, provided that the necessity for such repairs shall not have been caused by the negligence of the Tenant or the Tenant's employees.
- (ii) make all repairs required resulting from damage by fire, lightning, tempest, explosion, impact of aircraft or vehicles, acts of God or the Queen's enemies, riots, insurrection, or other perils against which the Landlord has covenanted to insure in respect of the Demised Premises, subject to the terms and conditions of Paragraph 3(a), subparagraphs (i), (ii) and (iii)

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hereinafter contained.

(iii) make all and any repairs during the term herein to the roof.

(d) To comply promptly with the requirements of every applicable statute, law and ordinance, and with every applicable lawful regulation and order with respect to the removal of any encroachment erected by the Tenant or to the condition, equipment, maintenance, use or occupation of the Demised Premises and to comply with the applicable regulation or order of the Canadian Underwriter's Association or of any body having similar functions, or of any liability or fire insurance company by which the Tenant and/or Landlord may be insured, and except as herein provided, to assume that the sole responsibility for the condition, operation, maintenance and management of the Demised Premises; Provided that if a municipality makes a charge against the Tenant or against the Demised Premises by reason of the Tenant failing to observe the requirements of any municipal or provincial by-law or regulation, the Tenant shall pay such charge and if the Tenant fails to do so upon request, the Landlord may pay the amount of such charge and recover the amount so paid in the same manner as rent in arrears and with like powers of distress.

(e) To permit the Landlord and the Landlord's agents at all reasonable times during the term hereof to enter the Demised Premises to examine the condition thereof; and, upon notice in writing given by the Landlord to the Tenant of any want of repair for which the Tenant is liable under the terms hereof, to rectify and make good any such defect within Thirty (30) days from the delivery of the notice; Provided that if the Tenant shall not repair according to notice in writing as herein provided

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the Landlord may enter upon the Demised Premises (without being liable for any disturbance or damage so caused) and may do such repairs and add the cost thereof to the rent due on the next succeeding payment date and such amount in addition to the regular payment then due shall constitute rent hereunder.

(f) And further, that Tenant will, at the expiration or sooner determination of the said Term, peaceably surrender and yield up unto Landlord the Demised Premises with the appurtenances together with all buildings or erections which at any time during the said term shall be made therein or thereon in good and substantial repair and condition, damage by fire, lightning, tempest, explosion, impact of aircraft or vehicles, acts of God or the Queen's enemies, riots, insurrections, or other perils against which the Landlord has covenanted to insure in respect of the Demised Premises, excepted.

(g) To heat the Demised Premises during the term to such temperature as may be necessary to prevent damage thereto by frost.

(h) The Tenant will not assign, set over, transfer, sub-let or sub-lease, hypothecate, encumber or in any way deal with or part with the whole or any part of the Demised Premises to anyone for or during the whole or any part of this term, without written consent first being obtained from the Landlord, but such consent shall not be unreasonably withheld, provided, however, and it is made a condition to 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, covenants, conditions and agreements by this lease imposed upon the Tenant herein in the form to be approved

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by the solicitor for the Landlord.

(ii) no assignments or sub-lease shall in any manner release the Tenant from the Tenant's covenants and obligations hereunder.

(i) That the Demised Premises shall be used only for the purpose of offices, sales, light manufacturing and warehousing and that the Tenant shall not carry on or permit to be carried on in the Demised Premises any business or activity which shall be deemed by the Landlord upon reasonable grounds to be a nuisance; provided further that the said Demised Premises may not be used for any other purpose without the written consent first being obtained from the Landlord, but such consent shall not be unreasonably withheld.

(j) To carry public liability insurance in such amounts as shall from time to time be reasonably satisfactory (but in no event less than \$500,000.00 inclusive of all injuries or deaths to persons or damage to property of others arising from any one occurrence) in the name of both the Landlord and the Tenant, and to pay the premiums for such insurance and to deposit certificates with respect to such insurance with the Landlord, all such insurance to be carried in a company or companies reasonably satisfactory to the Landlord and be of a type and form reasonably satisfactory to the Landlord; Provided that if the Tenant shall fail to insure and keep insured as herein provided, the Landlord shall be free to effect such insurance, at the cost and expense of the Tenant, and the sum so expended by the Landlord shall be added to the rent due on the next succeeding payment date and such amount in addition to the regular payment then due shall constitute rent hereunder.

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(k) That if the term hereby granted or any of the goods and chattels of the Tenant on the Demised Premises shall be any time during the said term seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors, or shall on becoming bankrupt or insolvent take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if any order shall be made for the winding-up of the Tenant, or if the Demised Premises shall without the written consent of the Landlord become and remain vacant for a period of 30 days, or be used by any other persons than those entitled to use them under the terms of this lease, or if the Tenant shall without the written consent of the Landlord abandon or attempt to abandon the Demised Premises or attempt to sell or dispose of the Tenant's goods or chattels or to remove them or any of them from the Demised Premises so that there would not remain on the Demised Premises in the event of such abandonment, sale or disposal sufficient goods subject to distress to satisfy the rent then due or accruing due, then and in every such case the then current month's rent and the next ensuing three months' rent and the Tenant's share of the taxes for the then current year (to be reckoned on the rate for the next preceding year in case the rate shall not have been fixed for the then current year) shall immediately become due and be paid and the Landlord may re-enter and take possession of the Demised Premises as though the Tenant or any other occupant of the Demised Premises were holding over after the expiration of the term, and the term shall, at the option of the Landlord, forthwith become forfeit and determined, and in every one of the cases above such accelerated rent shall be recoverable by the Landlord in the same manner as if it

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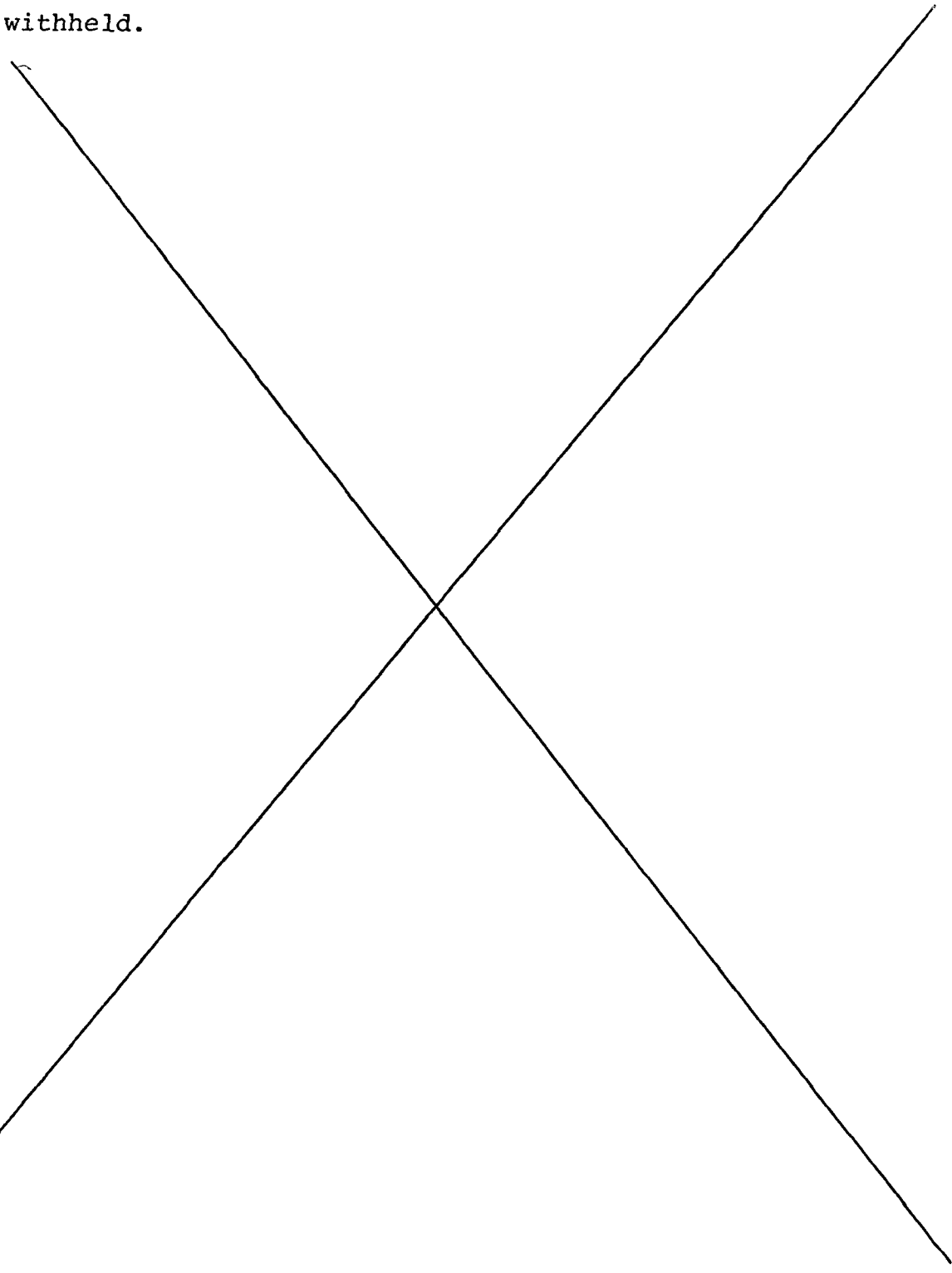
were rent in arrears.

(l) That notwithstanding anything contained in any statute or amendment or revision thereof, none of the goods or chattels of the said Tenant at any time during the continuance of the term hereby created situate on the Demised Premises shall be exempt from levy be distress for rent in arrears as provided for by any section of the said Act, and that upon any claim being made for such exemption by the Tenant or on distress being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon such goods as are named as exempt in any such section, and the Tenant waives every benefit that might have accrued to the Tenant under any such legislation, but for this covenant.

(m) Not to allow any refuse, waste material, debris rubbish, garbage or other loose or objectionable material to accumulate on or around the Demised Premises and at all times to keep the Demised Premises in a neat and broom-clean condition. Upon the termination or surrender of this lease the Tenant shall remove, at the Tenant's risk and expense, from the Demised Premises, all fixtures and chattels belonging to said Tenant and shall leave the Demised Premises neat, broom-clean, free and clear of all waste materials, debris and rubbish, all of said work to be done to the reasonable satisfaction of the Landlord, and the Tenant shall make good all damages caused to the Demised Premises by such removal. If the Demised Premises are not left neat, broom-clean, free and clear of all waste materials, debris and rubbish by the Tenant then the Landlord may carry out such work as agent of and at the expense of the Tenant and the Tenant shall pay to the Landlord all costs and expenses incurred in so doing.

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(n) Not to make any structural changes in respect of the Demised Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.



2. THE LANDLORD covenants with the Tenant for quiet enjoyment.

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3. PROVISOS

- (a) PROVIDED that if during the continuation of this lease;
- (i) the building or premises are totally destroyed by fire, lightning, tempest, explosion impact of aircraft or vehicles, acts of God or the Queen's enemies, riots, insurrections, or other perils against which the Landlord has covenanted to insure in respect of the building within which the Demised Premises is located, or are partially destroyed, so it cannot be repaired with reasonable diligence within One Hundred and Twenty (120) days of the happening of such injury, then the lease shall cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender the Demised Premises and all interest therein to the Landlord, and the Tenant shall pay rent only to the time of such surrender and any prepaid rent shall be returned to the Tenant and in case of destruction or partial destruction as above mentioned the Landlord may re-enter or repossess the Demised Premises discharged of this lease, and may remove all parties therefrom;
- (ii) if the building or the premises are partially destroyed by fire, lightning, tempest, explosion, impact of aircraft or vehicles, acts of God or the Queen's enemies, riots, insurrections, or other perils against which the Landlord has covenanted to insure in respect of the building within which the Demised Premises is

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located, and can be repaired with reasonable diligence within One Hundred and Twenty (120) days from the happening of said injury and if the damage is such as to render the Demised Premises wholly unfit for occupancy, then the rent shall not run or accrue after the said injury, or while the process of repairs is going on, and the Landlord shall repair the same with all reasonable speed and then the rent shall recommence immediately after the said repairs have been completed;

- (iii) if the building or the premises are partially destroyed by fire, lightning, tempest, explosion, impact of aircraft or vehicles, acts of God or the Queen's enemies, riots, insurrections or other perils against which the Landlord has covenanted to insure in respect of the building within which the Demised Premises is located, and can be repaired with reasonable diligence within One Hundred and Twenty (120) days from the happening of said injury, and if the damage is such that the Demised Premises can be partially used, then until such damage shall have been repaired, the rent shall abate in proportion that the part of the Demised Premises rendered unfit for occupancy bears to the whole of the Demised Premises and the Landlord shall repair same with all reasonable speed.

(b) The Landlord shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Tenant or to employees, invitees or licensees of the Tenant while such

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person or property is in or about the building on the Demised Premises or any truckways, platforms or corridors in connection therewith, including (without limiting the foregoing) any loss of or damage to any property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the said building or any adjacent or neighbouring lands or from water, steam or drainage pipes or plumbing works thereof or from any other place or quarter or for any loss or damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any other loss whatsoever of the Tenant with respect to the Demised Premises and the business of the Tenant carried on therein, and the Tenant covenants to indemnify the Landlord against all loss, costs, claims or demands in respect of any injuries, loss or damage referred to in this paragraph.

(c) That Tenant will indemnify and save harmless Landlord of and from all liability, fines, suits, claims, demands and actions of any kind or nature to which Landlord shall or may become liable for or suffer by reason of any matter or thing in respect of the Demised Premises and the operations of the Tenant thereunder inclusive of all injuries or deaths to persons or damage to property of others, such indemnification in respect of any such 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, subject only to the negligence of the Landlord.

(d) That in the event of Tenant failing to pay any taxes, rates, services, and utilities or other charges which the Tenant has herein covenanted to pay, Landlord

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may pay the same after giving at least ten (10) days' written notice to the Tenant of such failure and the Tenant failing to pay same within such time, and Landlord, in addition to any other rights shall have the same remedies and may take the same steps for the recovery of rent in arrears under the terms of this lease; all arrears of rent and any moneys paid by Landlord hereunder shall bear interest at the rate of Twelve (12%) per cent per annum from the time such arrears become due until paid to Landlord.

(e) That the Landlord will insure and keep insured during the term of this lease the buildings, improvements and equipment on, in or appurtenant to the Demised Premises against loss or damage by fire, windstorm, hail, lightning, explosion, riot, impact by aircraft or vehicles, smoke and water damage, all as described in the usual standard extended coverages of insurance companies for its full insurable value with loss, if any, payable to the Landlord or as the Landlord may direct, and the Tenant covenants to pay the premium account therefore within Ten days after the account for same has been submitted to the Tenant.

(f) Upon commencement and termination of this lease there shall be adjusted between the Landlord and the Tenant rent, all municipal realty taxes, insurance premiums and other outgoings and due allowance made as of the date of termination.

(g) PROVIDED that Tenant may remove any of Tenant's trade fixtures, equipment and personal property; provided further that Tenant shall not remove or carry away from the Demised Premises any building or any plumbing, heating equipment or other building services.

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(h) Proviso for re-entry by Landlord on non-payment of rent or non-performance of covenants. The Tenant further covenants and agrees with the Landlord that in case of non-payment of the said rent at the said times as herein provided, or in case the Demised Premises shall be deserted or vacated for over 30 days, the Landlord, in addition to all other rights hereby reserved to Landlord shall have the right to re-enter the same as the agent of the Tenant either by force or otherwise, without being liable for any prosecution therefore and to re-let the whole or any portion of the Demised Premises, for any period equal to or greater or less than the remainders of the then current term as agent of the Tenant, and to receive the rent therefore, said rent to be any sum which Landlord may deem suitable and satisfactory, and for any use and prupose which Landlord may deem appropriate, and in connection with any such lease the Landlord may make changes in the character of the improvements of the Demised Premises as the Landlord may determine to be appropriate or helpful in effecting such lease. However, in no event shall the Landlord be under any obligation to re-let the Demised Premises in whole or in part for any purpose which the Landlord may regard as injurious to the Demised Premises, or to any Tenant which the Landlord, in the exercise of reasonable discretion, shall deem to be objectionable, and as the agent of the Tenant to take possession of any furniture or other property on the Demised Premises and sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from reletting the Demised Premises, upon account of the rent due under these presents, and the Tenant shall remain liable to the Landlord for the deficiency, if any, it being the intention of this lease that nothing in this lease contained and no entry made

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by the Landlord hereunder, shall in any way release the Tenant from the payment of the rent hereby reserved during the term hereof beyond such sum as may be realized by the Landlord by the reletting and sale of furniture hereinbefore allowed. The Landlord shall not in any event be required to pay to the Tenant any surplus of any sums received by the Landlord on a reletting of the Demised Premises in excess of the rent reserved in this lease.

(i) Provided that in case of removal by the Tenant except for the ordinary course of trade, of goods and chattels from off the Demised Premises, the Landlord may follow the same for Thirty (30) days in the same manner as is provided for in any Act respecting the fraudulent and clandestine removal of goods.

(j) Provided that Landlord shall have the right within Six (6) months prior to the termination of the said term to place upon the Demised Premises a notice, of reasonable dimensions and reasonably placed so as not to interfere with the Tenant's business, stating that the Demised Premises are for sale or to let; and further, provided that Tenant will not remove such notice or permit the same to be removed.

(k) Any building, erection or improvement placed or erected upon the Demised Premises other than Tenant's fixtures 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 herein without the written prior consent of Landlord.

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(1) It is hereby agreed that if the Tenant occupies the Demised Premises after the expiration of this lease or any renewal thereof without any further written agreement, the said Tenant shall be a monthly tenant at a rental established at the expiration, payable in advance and otherwise upon the same terms and conditions as herein set forth.

- (m) (i) Any notice required to be given hereunder to the Tenant or in connection with the lease, for any purpose, may be sufficiently given if sent by registered post prepaid to the Tenant at the Demised Premises. The said notice shall be deemed to have been given on the third business day next following the day when it is deposited in a post office in Toronto.
- (ii) Any notice for the Landlord may be sufficiently given if delivered to the Landlord personally or, if sent by registered post prepaid to the Landlord at 48 Humbercrest Boulevard, Toronto 9, Ontario, and if sent by registered post it shall be deemed to have been given on the third business day next following the day when it is deposited in post office in Toronto.
- (iii) Either the Landlord or Tenant may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address or addresses therein specified shall be deemed to be the address or addresses of such party for the giving of such notices thereafter.

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(n) The Tenant may install, erect or affix such signs as the Tenant deems necessary to advertise the location of the Tenant on the Demised Premises provided all such signs comply with all applicable municipal by-laws, ordinances and restrictions.

(o) It is understood and agreed between the parties hereto that the term hereby granted shall not have priority over and shall be subject to any mortgage or mortgages that may be hereafter placed against the Demised Premises by the Landlord. On registration said mortgage or mortgages shall have precedence and preference and be superior and prior in lien to this lease, irrespective of the date of registration and the Tenant agrees to execute any such instrument, without costs, which may be deemed necessary or desirable to effect the subordination of this lease to any mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord to the option of cancelling this lease, without incurring any expense or damage, and the term hereby granted is expressly limited accordingly. Landlord and notification is given to Tenant. The Tenant, if so requested, will, without cost, at any time, and from time to time:

(i) execute an Acknowledgment concerning the performance and observance by the Landlord of the Landlord's obligations under this lease and concerning the payment by the Tenant of the rent reserved and other sums payable by and under this lease as may be required by such mortgagee or mortgagees or by such purchaser or purchasers;

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- (ii) certify that this lease is unmodified and is in full force and effect (or if modified, stating the modification and the same is in full force and effect as modified);
- (iii) provide particulars of any monies or security deposited hereunder with the Landlord and whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.
- (iv) provide such evidence as may be required by the purchaser or mortgagee that the Demised Premises have been satisfactorily completed. If the Demised Premises are not so completed the Tenant shall give an itemized list of the incompleted items;

It is hereby agreed that any such statement delivered pursuant to the provisions of this paragraph may be conclusively relied upon by any purchaser and/or mortgagee, save as to any default on the part of the Landlord of which the Tenant does not have notice at the date thereof. If the Tenant fails to give such statement within fourteen (14) days after the receipt of

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notice requesting same, then the Landlord may sign such statement as Attorney for Tenant and the contents of such statement shall be binding on the Tenant; all provided that any proposed mortgagee enters an agreement with the Tenant not to disturb the possession of the Tenant pursuant to the terms of this lease so long as the Tenant complies with all the terms and conditions of this lease and is not in default hereunder.

(p) The Tenant covenants and agrees to register an executed copy of this lease against the title to the Demised Premises herein in the Registry Office wherein which the lands herein are registered, at the Tenant's expense when so requested by the Landlord.

(q) The Landlord declares that the Landlord may assign the Landlord's rights under the lease to a mortgagee or mortgagees as collateral security for a loan to said Landlord or to a purchaser.

4. THE LANDLORD HEREBY COVENANTS AND AGREES WITH THE TENANT to complete the demised premises in a good and workmanlike manner, all in accordance with the provisions of the plans and specifications attached hereto and marked Schedule "B".

5. THIS AGREEMENT and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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6. THE LANDLORD HEREBY COVENANTS AND AGREES WITH THE TENANT that the Tenant will use the Demised Premises as a garage for the purpose of operating a transit system for The City of Brampton and Bramalea.

7. NOTWITHSTANDING the provisions of Paragraph 1(j) of this lease, the Landlord hereby covenants and agrees with the Tenant that the Tenant's blanket liability insurance is satisfactory to meet the requirements of Paragraph 1(j) provided that:

- (i) The amount of insurance is not less than \$500,000.00.
- (ii) The Landlord is named as co-insured for not less than \$500,000.00 to cover the Landlord as specified in Paragraph 1(j).

~~8. NOTWITHSTANDING the provisions of Paragraph 3(e) of this lease, the Landlord hereby covenants and agrees with the Tenant that if the Tenant can obtain insurance on the property, as provided for in the said Paragraph 3(e), at a lower premium, the Landlord will at the expense of the Tenant cancel any existing policy and place the insurance provided for in the said Paragraph 3(e) with the company from whom the lower premium can be obtained.~~

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8. NOTWITHSTANDING the provisions of Paragraph 3(e) of this lease, the Landlord hereby covenants and agrees with the Tenant that the insurance arranged by the Tenant on the property is satisfactory to meet the requirements of Paragraph 3(e) of this lease provided that:

- (i) The amount of insurance is not less than the replacement value of the building as specified by the Landlord on or before each January 1 of this lease.

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9. THE LANDLORD HEREBY COVENANTS AND AGREES WITH THE TENANT that the Tenant will have the privilege of renewing his lease for a further term not to exceed five (5) years for each renewal, under the same terms and conditions as set out in this lease, save as to rental rate which is to be negotiated at the time of renewal. Failing agreement, the rental rate and lease shall be submitted to arbitration in accordance with the Arbitrations Act of Ontario.

10. THE TENANT HEREBY COVENANTS AND AGREES WITH THE LANDLORD that notice of the Tenant's intention to exercise the privilege of renewing the lease will be given to the Landlord in writing at least four (4) months prior to the expiration of the original lease term.

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IN WITNESS WHEREOF the parties hereto have  
executed these presents.

SIGNED, SEALED and DELIVERED:  
In the Presence of

THE CORPORATION OF  
THE CITY OF BRAMPTON

Per: James E. Archibald MAYOR  
Therese & Lubanor CLERK

T.M.D. INVESTMENTS LIMITED

Per: Tomaz Dligose  
President

*Ms. Worman*

Per: Henry T. Dlugos  
Secretary

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SCHEDULE "A"

October 31st, 1975

Modifications Required:

1. Entire lot to be paved.
2. Grading at rear to provide grade level entrances.
3. New doors at rear (4-20'X 12' doors centered in 4 inside bays and two 12' doors on outside bays).
4. Install hoist (hoist supplied by City).
5. Install fire wall to adjacent section of building and office areas.
6. Plumbing and drainage for wash bay. Oil interceptor likely required.
7. Build-in office space. Approximately 2700 sq.ft. at ground level is available.
8. Add mezzanine over office area.
9. Install fuel tanks and dispenser behind the building (2 tanks 5,000 gallons each).

SCHEDULE "B" JANUARY 1, 1976.

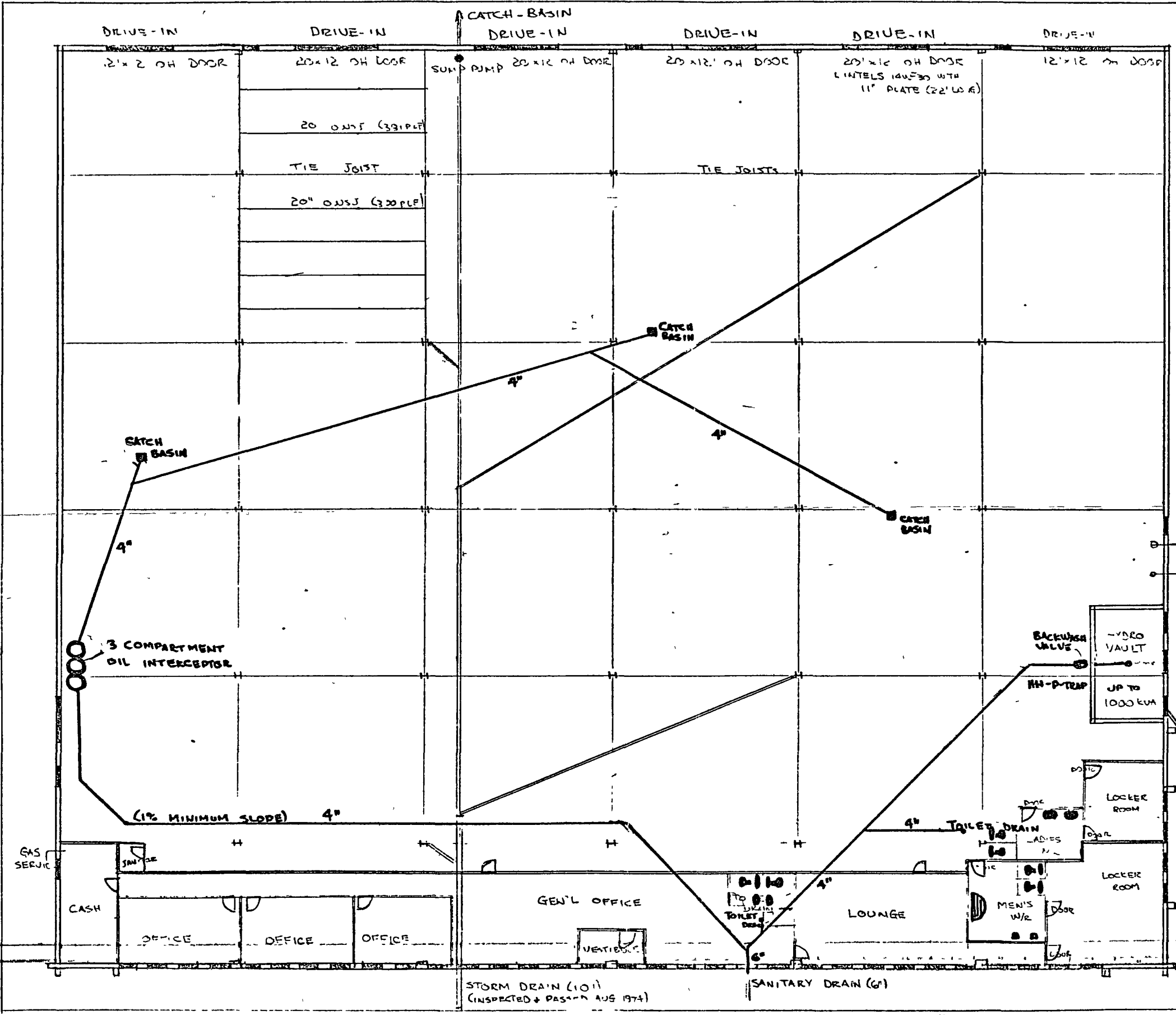
AD  
TD

# SCHEDULE "B" JANUARY 1, 1976

TMD  
TDK

SCALE - 1" = 15'

TMD INVESTMENTS LTD.  
BUILDING  
77 HALE ROAD  
BRAMPTON ONTARIO  
DRAWN FOR  
CITY OF BRAMPTON  
PLUMBING DEPARTMENT  
SHOWING SANITARY  
SEWER CONNECTIONS  
AND FLOOR DRAINS  
DATE: NOV. 4, 1975



○ SPRINKLER SERVICE (6")  
● WATER SERVICE (4")

BACKWASH VALVE  
HYDRO VAULT  
UP TO 1000 GVA

LOCKER ROOM  
LOCKER ROOM

STORM DRAIN (10")  
(INSPECTED + PASSED AUG 1974)

SANITARY DRAIN (6")

3" DUCTS

DATED this first day of Jan. 1976.

BETWEEN:

T.M.D. INVESTMENTS LIMITED

and

THE CORPORATION OF THE CITY OF BRAMPTON

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L E A S E

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PLAN SHOWING THE LOCATION OF AN INDUSTRIAL PLANT ON  
**Part of Lot 2, Concession 2** EAST OF HURONTARIO STREET,  
**City of BRAMPTON** IN THE REGIONAL MUNICIPALITY OF PEEL

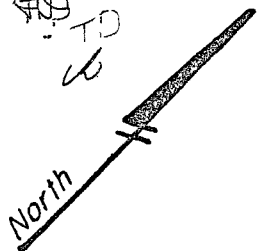
"SCHEDULE 'A'  
 JANUARY 1, 1976

SCALE 1 inch = 40 FEET

PROPERTY BEING ALL OF PARTS 1, 2, 3 AND 4  
 ACCORDING TO DEPOSITED PLAN 43 R 722.

*R. Bryce Code, O.L.S.*

R. BRYCE CODE, O L S P Eng  
 1 WELBROOKE PLACE, ISLINGTON  
 APRIL 18, 1975



**GLIDDEN Road**

