

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 61-75

A By-law to authorize the execution of a lease with Queen's Square Building Limited for the rental of premises.


WHEREAS it is deemed expedient to enter into and execute a lease with Queen's Square Building Limited for the rental of premises.

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

- 1) That The Corporation of the City of Brampton enter into and execute a lease, attached hereto as Schedule "A" with Queen's Square Building Limited for the rental of premises.
- 2) That the Mayor and Clerk are hereby authorized to affix their signatures to the said lease, attached hereto as Schedule "A", with Queen's Square Building Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN COUNCIL this 21st day of April, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

12th

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FEBRUARY 75 THIS INDENTURE made in duplicate the day of
19 .

IN PURSUANCE OF THE "SHORT FORMS OF
LEASES ACT"

BETWEEN:

QUEEN'S SQUARE BUILDING LIMITED, a
company incorporated under the laws of the
Province of Ontario, having its Head Office
in the Town of Brampton in the County of
Peel

hereinafter called the "LANDLORD"

OF THE FIRST PART

~~THE CORPORATION OF THE CITY OF BRAMPTON~~

hereinafter called the "TENANT"

OF THE SECOND PART

1. WITNESSETH THAT in consideration of the rents,
covenants and agreements hereinafter reserved and contained on the part of the
said Tenant to be paid, observed and performed, the Landlord hath demised and
leased and by these presents doth demise and lease unto the said Tenant for the use
~~for Municipal Offices~~
and occupation as a

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or for any other purpose approved by the Landlord (such approval not to be ~~the entire~~
~~second floor of 7009 square feet, the entire third floor of 5180 square feet and~~
~~the entire~~
~~of the north side of the street being 510, 617 and 128 square feet a total~~
~~13744~~

of the floor being square feet of net rentable area of the building

which is situate on the north side of Queen Street in the Town of Brampton in the

County of Peel and known as Municipal Number 24 Queen Street East, the said

premises being those outlined in red on the floor plan of the said building attached

hereto as Schedule "A" being portion of the lands more particularly described in

Schedule "B" attached hereto.

IT IS UNDERSTOOD THAT this demise does not
include any part of the external walls or roof of the said premises or building
containing same.

2. TO HAVE AND TO HOLD the said demised premises
two 2 15th
during the term of () years to be computed from the day of
DECEMBER 1974.

J. H. W.

14th

and from thenceforth next ensuing and fully to be complete and ended on the DECEMBER 76 day of _____, 19 ____.

3. YIELDING AND PAYING THEREFOR yearly and every year, during the said term hereby granted, unto the said Landlord, or to such agent as the Landlord may in writing from time to time appoint, as rent for the said premises, the sum of ~~885,900.00~~ **EIGHTY FIVE THOUSAND NINE HUNDRED** -----

\$7,158.33 DOLLARS

to be payable in equal monthly instalments of **SEVEN THOUSAND ONE HUNDRED AND FIFTY EIGHT**-----**33/100** DOLLARS

15th

each in advance on the _____ day of each and every month during the said term, the first payment to be made on the 15th DECEMBER 74 day of _____, 19 ____.

4. PROVIDED always that in the event of the Tenant holding over beyond the term hereby granted with or without the consent of the Landlord and without any further written agreement, the tenancy resulting shall be a monthly tenancy only at the monthly rental equivalent to the monthly payment last herein mentioned and subject to termination at the election of the Landlord or the Tenant upon one month's notice in writing and subject also to the terms, conditions and covenants herein set out, except as to the length of tenancy, it being understood that the acceptance of rent or any implied condition in no way renews this lease as a yearly tenancy.

5. PROVIDED, and it is hereby expressly agreed, that if and whenever the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the days on which the same ought to have been paid, although no formal demand shall have been made therefor, or in case the demised premises shall become vacant and remain so for fifteen (15) days or in case of the breach or non-performance of any of the covenants or agreements or rules and regulations herein contained on the part of the Tenant, or in case of the seizure or forfeiture of the term for any of the

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causes in this lease mentioned, then and in any of such cases it shall be lawful for the Landlord to re-enter at any time hereafter into and upon the said demised premises or any part thereof, in the name of the whole and take possession thereof, by force or otherwise, as it may see fit and the same to have again, re-possess and enjoy, as of its former estate, anything hereinafter contained to the contrary notwithstanding, and no acceptance of rent subsequent to any breach or defaults other than non-payment of rents and no condoning, excluding or overlooking by the Landlord on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way to defeat or affect the rights of the Landlord hereunder. This proviso shall extend and apply to all covenants hereinafter contained, whether positive or negative.

6. PROVIDED that if, during the term hereby demised or any renewal thereof, the said building, or the said demised premises shall be destroyed or be damaged by fire, flood, lightning, tempest, explosion, structural defect, civil commotion, malicious damage, acts of God or the Queen's enemies then the following provisions shall have effect:-

- (a) If the demised premises shall be so badly injured as to be wholly unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the demised premises to the Landlord, and the rent from the time of such surrender shall be apportioned.
- (b) If the demised premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupation within one hundred and twenty (120) days from the happening of such

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injury as aforesaid, but if the damage is such as to render the demised premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repairs is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed. The Landlord shall fix conclusively the date on which the premises are ready for re-occupation.

(c) If the demised premises can be repaired within one hundred and twenty (120) days, as aforesaid, and if the damage is such that the said premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises.

(d) If the demised premises shall be so slightly injured by fire or the elements as not to be in the Landlord's opinion rendered unfit for occupancy then the Landlord agrees that the same shall be repaired with reasonable promptitude and that in that case the rent accrued or accruing shall be paid as if no injury had occurred.

(e) In all of the above cases, the Landlord shall within forty-eight (48) hours of the occurrence of the damage give to the Tenant written notice of the extent of the damage and the period of time required to repair said damage.

7.

AND THE LANDLORD COVENANTS WITH THE TENANT:-

(a) For quiet enjoyment.

(b) To pay taxes and local improvement rates other than those required to be paid by the Tenant and to pay water rates. **and all electrical charges.**

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(c)

To heat the said premises in such manner as to keep the demised premises between the first day of October and the first day of June next ensuing, in each year at a reasonable temperature for the reasonable use thereof by the Tenant between the hours of 8:00 a.m. and 9:00 P. M., except on Sundays and public holidays and

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during the making of repairs, and in case the boilers, engines, pipes, or other apparatus or any of them used in effecting the heating of the said demised premises shall at any time become incapable of heating said premises as aforesaid, or be damaged or destroyed, to repair said damage or replace said boilers, engines, pipes or apparatus or any of them, or (at the option of the Landlord) substitute other heating apparatus therefor within a reasonable time, provided, however, that the Landlord shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness arising from any default of the Landlord in respect of the aforesaid matters; provided, and it is agreed between the parties hereto, that in case the heating apparatus or pipes connected therewith or water pipes, wash basins, plumbing or drains, is or are injured by accident or freezing or from any cause, including negligence or unskilfulness of the Landlord or of the servants or agents of the Landlord, the Landlord will replace or repair same with reasonable despatch, having reference to the season in which such injury happens, but the Landlord will not be responsible for breach of any of the covenants or agreements on its part contained in this paragraph or for any damage caused by such breach or by such accident or freezing or any other cause, whether the same results from or is caused by any negligence or unskilfulness of the Landlord or its servants or agents or any other cause whatever.

- (d) To operate automatic elevators by electric or other power and except when prevented by failure of electric or other power or by reason of repairs or other causes beyond the control of the Landlord, to operate at least one of the said elevators each day and to permit the Tenant, its agents, clerks, servants or employees and

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all other persons lawfully requiring communications with it the free use of said elevators while operating in common with other persons lawfully using same, but it is agreed that the Tenant, its agents, clerks, servants or employees and all other persons permitted to use such elevators shall do so at his, her or their sole risk and in no circumstances shall the Landlord be held responsible for any damage or injury happening to any person while using such elevators or occasioned to any person while using such elevators or occasioned to any person by such elevators or any of their appurtenances and whether such damages or injury happens by reason of the negligence or otherwise of the Landlord or any of its employees, servants, agents or any other person.

- (e) To provide the usual janitor service in the demised premises and in all public areas and all washrooms including the nightly cleaning of them, and to wash all exterior windows inside and out when necessary, and it is mutually agreed between the parties hereto that the Landlord shall not be responsible for acts of omission or commission on the part of any person or persons employed to perform such work.
- (f) To operate the air conditioning equipment between the hours of 8:00 a. m. and 9:00 p. m. except on Sundays and public holidays, and except during the making of repairs; but the Landlord shall not be liable for indirect or consequential damage or damages for personal discomfort or illness of the Tenant, its clerks, servants, clients or customers by reason of the operation or non-operation of the said equipment.
- (g) To permit the Tenant and its employees, in common with other persons entitled thereto, to use such of the lavatories and water

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closets provided for male and female persons in the building as shall be appropriated from time to time to the demised premises, except at such times as the general supply of water may be turned off from the public main.

(h) To give free use at all reasonable times to the Tenant, its agents, clerks, servants and all other persons seeking communication with it or them of all entrances, stairways, elevators and passageways leading to the said demised premises provided that between the hours of ¹⁰~~7~~'clock in the evening and 8 o'clock in the morning and on Saturdays, Sundays and public holidays the entrance doors to the building shall be kept locked, but the Landlord will provide responsible persons as designated in writing by the Tenant with keys to such doors.

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8. Proviso for re-entry by the Landlord on non-payment of rent or non performance or non observance of the covenants or rules and regulations.

9. AND THE TENANT COVENANTS WITH THE LANDLORD:-

(a) That it, the Tenant, shall and will well and truly during the said term pay or cause to be paid unto the Landlord the rent hereby reserved in the manner hereinbefore mentioned without any deduc-



tion whatsoever.

(b) To pay all business taxes, and all other taxes (other than taxes on real property) assessed, rated or imposed upon the Tenant or the Landlord (other than taxes on the income of the Landlord) in respect to the Tenant's occupation of said demised premises, and to well and truly pay or cause to be paid all taxes, rates, levies, duties, charges, assessments and impositions whatever whether parliamentary, local or otherwise, which during the continuance of this demise shall at any time be rated, taxed or imposed upon the property, business or income of the Tenant. This lease is made on the understanding that the Tenant is a Public School supporter and it is agreed that if the Tenant should designate that the taxes in respect of said leased premises should go to the support of Separate Schools any increase of taxes occasioned thereby shall be borne by the Tenant and if the Tenant refuses or neglects to pay the amount of such increase to the Landlord the Landlord shall have the same remedies to enforce payment of same by the Tenant as the Landlord has in respect of rent reserved by this lease.

(c) And to repair, reasonable wear and tear and damage by fire, flood, lightning, tempest, explosion, structural defect, civil commotion, malicious damage, acts of God or the Queen's enemies only excepted, and that it shall be lawful for the Landlord and its agents, either alone or with workmen, servants, or others, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof, and further, that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the Tenant will, within thirty (30) days next after such notice, well and sufficiently repair and make good accordingly, reasonable wear and tear and damage by fire, flood, lightning, tempest, explosion, structural defect, civil commotion, malicious damage, acts of God or the Queen's enemies only excepted, and if the Tenant shall fail in making the necessary repairs in manner hereinbefore described that it shall be lawful for the Landlord and its agents,

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servants and employees to enter into and upon the said demised premises and have the same repaired in proper manner and to render the account for such repairs to the Tenant and demand payment for the same, and if default be made, to sue for the same in any court of law having jurisdiction over the same and that the Tenant will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises with the appurtenances in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected and made by the Landlord, when, where and so often as need shall be, reasonable wear and tear and damage by fire, flood, lightning, tempest, explosion, structural defect, civil commotion, malicious damage, acts of God or the Queen's enemies only excepted.

(d) And that the Tenant will replace with as good quality and size and make good at its own expense any glass broken on said premises during the continuance of this lease (said glass now acknowledged to be whole) except when such breakage is as a result of damage occasioned by one of the causes set out in Clause 6 of this lease.

(e) And that the Tenant shall not, nor will during the said term, assign, transfer or set over or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred, set over or sublet unto any person or persons whomsoever without the consent in writing of the Landlord first had and obtained, provided that notwithstanding any provision herein contained or the provisions contained in Section 22 R. S. O. 1960, Chapter 119,

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or any amendments thereto, the Landlord may ^{NOT} arbitrarily withhold its consent to the assigning of this lease or the subletting of the demised premises, or any portion thereof.

(f) That, if the tenant shall during the said term or prior or subsequent thereto, desire to make any alterations or to affix or erect counters or fixtures on any part of the walls, floors or ceilings of the demised premises, it will inform the Landlord thereof, and furnish such plans or designs, if any, as shall be necessary therefor, whereupon the Landlord if it consents to the same being done shall employ a competent contractor of its choice to construct and affix the same in the position desired by the Tenant, and the Tenant shall pay to the Landlord the amount of all accounts therefor as and when rendered. It is understood that, so far as possible, all counters and fixtures upon the demised premises shall be similar in character, workmanship and finish to those in similar portions of the said building. Provided that notwithstanding anything in this subparagraph contained the Tenant may at its option have the aforementioned work performed by a contractor of the Tenant's choice if such contractor is approved by the Landlord.

(g) That, at the expiration of the term hereby granted, or any renewal thereof, and provided that all rent due or to become due at the time of removal is fully paid the Tenant may take, remove and carry out from the premises hereby demised all fixtures, fittings, plant, machinery, utensils, shelving, counters, safes or other articles upon the said premises in the nature of trade or Tenant's fixtures or other articles belonging to or brought upon

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the said premises by the said Tenant, but the Tenant in such removal shall do no damage to the said premises, or shall make good any damage which he may occasion thereto.

(h) That all fixtures (other than trade or Tenant's fixtures) and all installations, alterations, additions and partitions in, to or upon the premises, whether placed there by the Tenant or the Landlord, shall be the Landlord's property without compensation therefor to the Tenant and shall not be removed from the premises at any time either during or after the term.

(i) And that the Tenant, at the expiration or other sooner determination of the said term, will peaceably surrender and yield up unto the Landlord the said premises hereby demised with the appurtenances, together with all the buildings, erections and fixtures erected or made by the Landlord thereon, in good and substantial repair and condition and in a state of broom cleanliness, reasonable wear and tear and damage by fire, flood, lightning, tempest, explosion, structural defect, civil commotion, malicious damage, act of God or the Queen's enemies only excepted; and that the Tenant will not carry on any business or permit anything to be done or kept on the said premises which shall be deemed a nuisance, grievance or disturbance to the other tenants in the building or any of them, or shall be noisy or improper or contrary to law or any by-law or rule or ordinance of the City of Brampton or the Board of Health or to any statute or municipal by-law, or by reason of which the insurance on the said building shall be made void or voidable or increased in cost; and that the Tenant will, during the said term use and occupy the said premises as and for ~~XX~~ MUNICIPAL OFFICES. said for no other purpose other than a purpose approved by the

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Landlord (such approval not to be unreasonably withheld), and that it will deliver the keys to the Landlord on the termination of this lease.

- (j) That in case the Tenant shall become insolvent or bankrupt or make an assignment for the benefit of its creditors, or shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or in case of the non-payment of the said rent at the said times as herein provided, or in case the said premises become and remain vacant and unoccupied for a period of fifteen (15) days (except as provided in Clause 6 of this lease) or be used by any other person or persons or for any other purpose than as above provided, without the written consent of the Landlord, this lease shall at the option of the Landlord cease and be void and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding, and the then current month's rent and three months' additional rent shall thereupon become immediately due and payable, and the Landlord may re-enter and take possession of the premises by force or otherwise as it may see fit as though the Tenant or its servants, or other occupant or occupants of the premises was or were holding over after the expiration of the said term, without any right whatever, and the term shall be forfeited and void, and the Landlord may thereupon re-let the said premises, but the Tenant shall remain liable to the Landlord for any and all loss occasioned by reason of such re-letting.

- (k) That no fixtures, goods, or chattels of any kind will, except in the ordinary course of business, be removed from the demised premises during the term hereby demised or at any time there-

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after without the written consent of the Landlord, its successors or assigns, being first had and obtained, until all rent in arrears as well as all rent to become due during the remainder of the term hereby granted shall have been fully paid, or the payment thereof secured to the satisfaction of the Landlord or its assigns.

(l) That all goods, chattels, fixtures and other personal property which are or may be in the said leased premises, or which may be found therein shall be subject to the Landlord's privilege for the payment of the rent and the fulfilment of the other obligations of the within lease, and the Tenant hereby waives and renounces the benefit of any present or future Act of the Legislature of the Province of Ontario taking away or limiting the Landlord's right of distress and agrees with the Landlord that notwithstanding any such enactment, all goods and chattels, from time to time on the demised premises, shall be subject to distress for rent and the fulfilment of the other obligations of the within lease in the same manner as if such Act had not been passed.

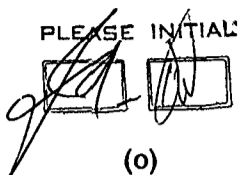
(m) That the Tenant will not, during the said term or at any time prior or subsequent thereto, purchase, acquire or use any electric current for lighting or other purposes, except from the company or corporation which shall for the time being supply the Landlord with electric current for such purposes in the said building; the intention being that without the written consent of the Landlord, there shall be only one system of electric lighting in the said building.

~~(n) That the Tenant shall pay to the Landlord...~~

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- (o) That the Landlord shall not be liable for any injury or damage to any person or property at any time in or upon the demised premises from electricity, gas, fire, smoke, steam or water works or from water, rain or snow which may leak into or flow from any part of the said building of which the premises hereby demised form a part or from any other place or quarter, or from the wiring, heating apparatus, pipes or plumbing works of the same.
- (p) That the Tenant will give the Landlord prompt written notice of any accident to or defect in the heating apparatus, telephone, electric light or other wires or of any fire on the said premises and generally to the demised premises and anything connected therewith, but unless otherwise expressly provided there shall be no obligation on the part of the Landlord to repair or make good any such matters.
- (q) That the Landlord shall not be responsible for any damage which may be caused if, nor shall the Tenant be entitled to claim diminution of rent should, said heating apparatus or air conditioning equipment be temporarily stopped or cease working for the purpose of effecting repairs or improvements to them or for any other reason whatever, nor by reason of the failure of electric or other power or otherwise, nor for the failure in the supply of electric light in the corridors, passages or stairways, nor the failure to keep same lighted.
- (r) That the rules and regulations in regard to the said building endorsed on this lease or attached hereto with such variations, modifications and additions as shall from time to time be made

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by the Landlord and any other and further reasonable rules and regulations made or that may be made by the Landlord and intimated to the Tenant in writing shall be observed and performed by the Tenant and its agents, clerks, servants or employees and all such rules and regulations now in force or hereafter put in force shall be read as forming part of the terms and conditions of this lease as if the same were embodied herein.

(s) In this paragraph:

- (i) "tax" means all taxes, rates duties and assessments whatsoever whether municipal, parliamentary or otherwise, charged upon the building and land appurtenant thereto or upon the Landlord on account thereof (other than taxes on the income of the Landlord) including municipal taxes for local improvements;
- (ii) "base year" means the calendar year 1974 ;
- (iii) "tax for the base year" means the tax payable with respect to the base year;
- (iv) "subsequent period" means each calendar year following the base year, the whole or part of which calendar year is included within the term;
- (v) "proportionate share" means 25.452% being the ratio which the net rentable area of the demised premises bears to the total net rentable area of the building; for this purpose the total net rentable area of the building is conclusively deemed to be 54000 square feet;

If the tax for any subsequent period is more than the tax for the base year, the tenant shall pay the landlord the proportionate share of any such increase as additional rent. Any amount payable shall be paid within fifteen (15) days next after written notice of the amount thereof is given to the tenant. In the event that the term hereby granted shall expire before the end

of any calendar year or commence during any calendar year with respect to which any additional rental is payable by reason of the provisions of this clause, the Tenant shall pay its proportionate share of such additional rental based upon the number of days of the term hereby granted within such year, and the Tenant shall pay such additional rental upon demand whether or not the term has expired at the time payment is demanded.

- (t) That the Tenant will not affix, inscribe or paint, and will not cause to be affixed, inscribed or painted on any of the windows of the building of which the demised premises form a part, or on any part of the outside of the said building whatever, or inside of the said building, any sign, advertisement or notice, unless such sign, advertisement or notice shall be of such colour, size and style, and in such places upon or in the said building as shall be first approved and designated by the Landlord and whereupon the Landlord shall employ a competent contractor to perform the said work and the Tenant shall pay to the Landlord the amount of all accounts therefor as and when rendered. It is understood that so far as possible all signs and paintings shall be similar in character, workmanship and finish to those in similar positions in the said building, and that the Tenant on ceasing to be the Tenant of the demised premises will, before leaving, pay the Landlord

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the costs of having the said signs, advertisements or notice removed or obliterated. Provided that notwithstanding anything in this sub-paragraph contained the Tenant may at its option have the aforementioned work performed by a contractor of the Tenant's choice if such contractor is approved by the Landlord.

- (u) That all window coverings of every kind and nature which the Tenant desires to put up on the said demised premises shall first be approved by the Landlord and shall be in similar character and quality to those in similar portions of the building.
- (v) That the Tenant will comply with all by-laws of the local municipal authorities, and the provisions, rules and regulations of the Public Health Act.
- (w) That the Tenant will indemnify the Landlord and any other tenants of the said building against any loss, costs or damage by reason of any neglect, carelessness or injury done or caused by the Tenant or any of its agents, clerks, servants, employees, or any other person on the demised premises by or with the invitation, license or consent of the Tenant.
- (x) That the Tenant will not deface or mark any part of the said building and will not permit any hole to be drilled or made or nails, screws, hooks or spikes to be driven in the interior walls, doors or floors or stone or brick work of the said building or any appurtenances thereof without the written consent of the Landlord as provided aforesaid.
- (y) That the Tenant will permit the Landlord or the agents of the Landlord to exhibit the demised premises at all reasonable hours during the last three (3) months of the term hereof to prospective

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Tenants and all other persons having written authority from the Landlord or the agents of the Landlord to view the demised premises.

10. AND IT IS MUTUALLY AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT AS FOLLOWS:

Upon the request in writing of the Lessee, made at least ~~six~~ ^{three} months prior to the expiration of the term hereby granted, the lessor will grant to the lessee a renewal of the lease of the said demised premises for a further term of 2 years at a rental rate to be set by the Landlord and based on the current market value for space in the building.

Upon the Lessee exercising the option to renew, this lease shall be deemed to be extended for a further term of 2 years subject to the same covenants, provisos and conditions as are herein contained and at the new rental rate set by the Landlord. ~~There shall be no~~

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Upon the request in writing of the Lessee made at least three (3) months prior to the expiration of the first renewal term, the Lessor will grant to the Lessee a renewal of the lease of the said demised premises for a further term of five years at a rental rate to be set by the Landlord and based on the current market value for space in the building provided that during such further renewal term the Lessee shall have the option of terminating the lease on December 14th of any calendar year provided that six months written notice is given by the Lessor to the Lessee of such intention to terminate. Upon the Lessee exercising the option to renew, this lease shall be deemed to be extended for a further term of five years subject to the afore-said option to terminate and subject to the same covenants, provisos and conditions as are herein contained and at the new rental rate set by the Landlord. There shall be no further right of renewal.

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If the tenancy of the demised premises, including renewals, shall terminate before December 31 of any year, any additional rent due with respect to the preceding calendar year together with any additional rent due for the fractional year to such termination date, (which additional rent for such fractional year shall be computed on the basis of the operating expenses for the preceding calendar year) shall be payable on termination of the tenancy.

"Operating expenses", as used herein, shall mean and include all expenses ordinarily chargeable against income in connection with operation, maintenance, minor repair and decorating of the entire building and without restricting the generality of the foregoing shall include:

- (i) Fuel and operating expenses incurred in heating, ventilating and air conditioning the building.
- (ii) Water rates, special taxes and licenses (other than realty taxes or taxes on income).
- (iii) Salaries and wages (including employee benefits, workmen's compensation etc) for employees of the Lessor (other than employees senior in rank to the Building Superintendant) and the costs of independent service contracts incurred in the cleaning, maintenance and/or operation of the building.
- (iv) The costs of building and cleaning supplies, employees' uniforms and dry cleaning.

This clause shall not include interest on debt or capital retirement of debt.

- (c) That no claim for compensation shall be made by the Tenant by reason of inconvenience, damage, or annoyance arising from the necessity of repairing any portion of the building of which the demised premises form a part, howsoever the necessity may arise.
- (d) That whenever and to the extent that the Landlord shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations, or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller, or board, or any governmental department or officer or other authority or by reason of its inability

to procure any licence or permit required thereby, or by reason of any strikes, lockouts, slow-downs, or other combined actions of workmen, or shortages of material, or any other cause beyond the control of the Landlord whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to any compensation for any inconvenience, nuisance or discomfort thereby occasioned.

(e) That this lease and everything herein contained shall be subordinate to any charge or charges from time to time created by the Landlord in respect of the demised premises by way of mortgage and the Tenant hereby covenants and agrees that it will at any time from time to time as required by the Landlord during the term hereof and any extension or renewal give all such further assurances to this proviso as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holder or holders of any such charge or charges; provided that the mortgagee (s) shall permit the Tenant to continue in quiet possession of the demised premises in accordance with the terms and conditions hereof.

(f) That wherever in this lease reference is made to the measurement of space, the area of the space shall be measured in accordance with the American Standard Measurement. If a portion of a floor is to be measured, such measurement shall be in accordance with the measurement for a multiple floor occupancy, the Tenant being responsible only for the floor area actually occupied by the Tenant. Tenant shall have the right to have the computation checked and approved by an architect appointed by the Tenant, at his expense.

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(g) That any notice required or contemplated by any provision of this lease or which the Landlord or Tenant may desire to give to the other shall be sufficiently given to the Tenant by personal delivery or by registered letter, postage prepaid, and mailed in one of Her Majesty's Post Offices and addressed to the Tenant at the said building, and to the Landlord by registered mail, postage prepaid, and mailed in said Post Office and addressed to the Landlord or such other agents as the Landlord may in writing appoint, at its offices municipally known as Suite 101, 24 Queen Street East, Brampton, and such notice shall be effective as of the date of such personal delivery or posting as the case may be.

THIS AGREEMENT shall be binding upon and shall enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

WHEREVER the context requires it the singular number shall be construed as plural and the masculine gender as feminine or neuter as the case may be.

PROVIDED that this lease shall be subject to the approval of the Ontario Municipal Board and upon execution of the lease by the parties hereto, the City of Brampton agrees to make application forthwith to the Ontario Municipal Board for such approval.

THE PARTIES hereto agree that the Lessee shall have the option to require an additional lease for 5,180 square feet on the sixth floor of the said building when such space becomes vacant and such lease shall be for a term commencing at the date on which the Lessee occupies the said premises and terminating on the same date as the lease provided for herein and otherwise the said lease shall be on the same terms and conditions as the lease set out herein including rental rate and options to renew.

IN WITNESS WHEREOF the parties hereto have executed this lease by hereunto affixing their corporate seals under the hands of their signing officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF
BRAMPTON

James E. Archdehn
Kenneth R. Richards

QUEEN'S SQUARE BUILDING LIMITED

[Signature]
[Signature]

SCHEDULE "B"



ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Town of Brampton in the County of Peel and Province of Ontario, being composed of parts of lots numbers two and three on the north-west side of Queen Street East according to a Plan filed in the Registry Office for the County of Peel as No. BR-2, the boundaries of the said parcel being described as follows:-

COMMENCING at the most easterly angle of the said lot number three, being the point of intersection of the north-easterly limit of Queen Street East by the south-westerly face of the south-westerly wall of the old brickbuilding standing in November 1955 upon the southerly part of lot number four on the north side of Queen Street East according to the said Plan;

THENCE SOUTH-WESTERLY along the said north-westerly limit of Queen Street East One Hundred and six feet two inches (106' 2") more or less to the most southerly angle of said lot number two;

THENCE NORTH-WESTERLY along the south-westerly limit of the said lot number two being a course at right angles to the north-westerly limit of Queen Street East a distance of One Hundred and twenty feet (120') to a point;

THENCE NORTH-EASTERLY parallel to the said north-west limit of Queen Street East One Hundred and six feet two inches (106' 2") more or less to the easterly limit of lot number three;

THENCE SOUTH-EASTERLY along the easterly limit of the said lot number three a distance of One Hundred and twenty feet (120') more or less to the Point of Commencement.



Queen's Square Building Cleaning Schedule

It shall be a general policy to maintain the cleaning of this building to the highest standard for office buildings with the following specific routine;

1. All public areas such as lobbies, hallways, elevators and vending room shall be cleaned once daily, or more often, as warranted by weather conditions.
2. All offices shall be dusted daily including desks, window sills, heating units and furnishings.
3. All receptacles including ash trays, waste baskets, waste receptacles, garbage cans shall be emptied and cleaned daily and fumigated if necessary.
4. All plumbing fixtures shall be cleaned and fumigated daily.
5. Exterior of windows shall be cleaned twice yearly and interior of windows as required.
6. All office floors shall be dry mopped daily when that is sufficient. Dirty floors shall be cleaned daily as required.
7. Under the floor cleaning system used, soap, cleaner and wax in a solution is applied daily in conjunction with a buffing machine which maintains the floors for approximately six (6) months, therefore, a thorough scouring is conducted about twice per year or more often if necessary. Dusting is done with use of furniture polish on desks and furnishings.
8. Lessee shall, at his own expense, line receptacles with proper paper or plastic liners for all receptacles containing waste materials which might be considered germ carrying.
9. All broadloom and rugs shall be swept daily and vacuumed as required.

Handwritten signature

**SCHEDULE OF RULES AND REGULATIONS FORMING
PART OF THE WITHIN LEASE**

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed by any tenants or used by them for any other purpose than for ingress and egress to and from their respective offices, and no tenant shall place or allow to be placed in the hallways, corridors or stairways any waster paper, dust, garbage, refuse or any thing whatever that shall tend to make them appear unclean, untidy or filthy;
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the said building shall not be covered or obstructed by any of the tenants; the water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substance shall be thrown therein, and any damage resulting to them from misuse shall be borne by the tenant by whom or by whose employee the damage was caused.
3. In the event that the Landlord provides and installs a Public Directory Board inside the main entrance to the building, the tenant's or tenants' name or names shall be placed on the said Board at the expense of such tenant or tenants, same to be charged to the tenant or tenants in the month's bill for rent next rendered, and shall be recoverable as rent.
4. If by reason of any alterations which the tenant may make or may permit to be made, with or without the consent of the Landlord, to any part of the demised premises or to any fixtures in the demised premises, the addition of any equipment or the use of any material which the tenant, its employees or other persons permitted by the tenant to be on the premises may use or keep in the said premises, or any change in the type of occupancy of the demised premises which the tenant may make or permit to be made, there is any increase in the insurance premiuns payable by the Landlord on any fire insurance which may be in effect or which the Landlord may hereafter place upon the building of which the demised premises form a part, the tenant agrees to pay to the Landlord the amount of such increase, and the parties agree that a statement by the insurance broker of the Landlord of the amount of such increase shall be final and binding upon the parties.
5. No safes, machinery, equipment, heavy merchandise or anything liable to injure or destroy any part of the building shall be taken into it without the consent of the Landlord in writing, and the Landlord shall in all cases retain the power to limit the weight and indicate the place where such safe or the like is to stand, and the cost of repairing any and all damage done to the building by taking in or putting out such safe or the like or during the time it is in or on the premises, shall be paid for on demand by the tenant who so causes it. No tenant shall load any floor beyond its reasonable weight-carrying capacity as set forth in the municipal or other codes applicable to the building.
6. In order that the demised premises may be kept in a good state of preservation and cleanliness, the tenant shall during the continuance of its lease permit the janitor or caretaker of the Landlord to take charge of and clean the demised premises.
7. No tenant shall employ any person or persons other than the janitor or caretaker of the Landlord for the purpose of such cleaning or of taking charge of said premises, it being understood and agreed that the Landlord shall be in no wise responsible to any tenant for any loss of property from the demised premises, however occurring, or any damage done to the furniture or other effects of any tenant by the janitor or caretaker or any of its employees.



8. Nothing shall be thrown by the tenants, their clerks or servants, out of the windows or doors or down the passages and sky-lights of the building.
9. No animals shall be kept in or about the premises.
10. If the tenant desires telegraph or telephone, call bell or other private signal connections, the Landlord reserves the right to direct the electricians or other workmen as to where and how the wires are to be introduced, and without such directions no boring or cutting for wires shall take place. No other wires of any kind shall be introduced without the written consent of the Landlord.
11. No one shall use the leased premises for sleeping apartments or residential purposes.
12. The tenant agrees not to place any additional locks upon any doors of the demised premises and not to permit any duplicate keys to be made therefor; but to use only additional keys obtained from the Landlord, at the expense of the tenant, and to surrender to Landlord on the termination of the lease all keys of the said premises.
13. No inflammable oils or other inflammable, dangerous or explosive materials shall be kept or permitted to be kept in the demised premises.
14. The caretaker will have charge of all radiators and will give all information for the management of the same, and the tenant shall give to the Landlord prompt written notice of any accident to or defects in the water pipes or heating apparatus.
15. No bicycles or other vehicles shall be brought within the building or upon the Landlord's property, including any lane or courtyard.
16. No freight, furniture or packages will be received in the building or carried up or down in the elevator between the hours of 8 a. m. and 6 p. m.
17. No heavy equipment of any kind shall be moved within the building without skids being placed under the same, and without the consent of the Landlord in writing.
18. Any person entering upon the roof of the building does so at his own risk.
19. The tenant shall not enter into any contract with any person or persons or corporations for the purpose of supplying towels, soap or sanitary supplies, etc., ice or spring water, unless the said person or persons or corporations agree that the time and place of delivery of such articles and the elevator service to be used in connection therewith shall be subject to such rules and regulations as the Landlord may from time to time prescribe.
20. Tenants, their agents and employees shall not take food into the elevator or into public or rented portions of the building unless such food is carried in covered receptacles approved by the Landlord in writing.
21. No tenant shall make a door-to-door canvass of the building for the purpose of selling any products or services to the other tenants without the written consent of the Landlord.
22. No tenant shall be permitted to do cooking or to operate cooking apparatus except in a portion of the building rented for the purpose.
23. The undersigned tenant agrees to the foregoing Rules and Regulations which are hereby

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made a part of this lease and each of them, and agrees that for such persistent infractions of them, or any of them, as may in the opinion of the Landlord be calculated to annoy or disturb the quiet enjoyment of any other tenant, or for gross misconduct upon the part of the tenant, or anyone under it, the Landlord may declare a forfeiture and cancellation of the accompanying lease and may demand possession of the demised premises upon one week's notice.

DATED:

QUEEN'S SQUARE BUILDING LIMITED

-and-

LEASE

E. A. MITCHELL REAL ESTATE LIMITED
24 Queen St. East
Brampton, Ont.