



deed filed  
in C18-76

THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

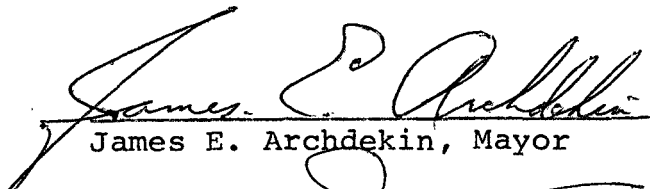
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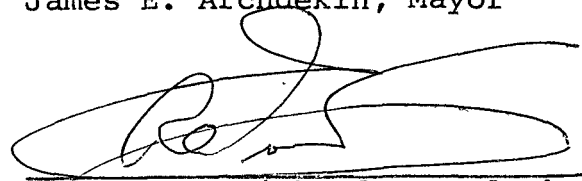
A By-law to authorize the execution of a Lease between F.H.K. Properties and The Corporation of the City of Brampton. (PLANNING DEPARTMENT SPACE IN THE BUILDING AT NELSON STREET & GEORGE STREET)

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 F.H.K. Properties and The Corporation of the City of Brampton in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of May, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

L E A S E

F.H.K: PROPERTIES to THE CORPORATION  
OF THE CITY OF BRAMPTON

37 George Street North  
Brampton, Ontario

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May day of 19 77.

IN PURSUANCE OF THE "SHORT FORMS OF  
LEASES ACT"

B E T W E E N :

F. H. K. PROPERTIES

hereinafter called the "Landlord"  
of the FIRST PART

A  
N  
D

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 and occupation  
as Municipal Offices

or for any

other purpose approved by the Landlord (such approval not to be  
unreasonably withheld), all those certain premises known and  
described as a portion of the fourth floor being 4840 square  
feet of net rentable area of the building which is situated near  
northwest corner of the intersection of Nelson Street West and  
George Street North in the Town of Brampton and is known municipally  
as number 37 George St. N. , 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.

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Handwritten initials and signatures in boxes.

2. TO HAVE AND TO HOLD the said demised premises during 1 year 6 months 14 days the term of  $\wedge$  years, to be computed from the first day of June 1977 to be completed and ended on the 14th day of December 1978.

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 \$ 35,090.00 to be payable in equal monthly instalments of \$ 2,924.17 each in advance on the 1st day of each and every month during the said term, the first payment to be made on the first day of June 1977.

~~xxxxxx~~ PROVIDED THAT THE RENT HEREIN PROVIDED FOR THE PREMISES SHALL BE ADJUSTED UP OR DOWN AS THE CASE MAY BE IN THE EVENT THAT THE ACTUAL FLOOR SPACE WHEN THE PARTITIONING HAS BEEN INSTALLED BE MORE OR LESS THAN 4840 SQUARE FEET, THE RENT PROVIDED HEREIN WILL BE ADJUSTED ACCORDINGLY.

LEASE INITIALS  
BT

~~xxxxxx~~ PROVIDED THAT THE RENT HEREIN PROVIDED FOR THE PREMISES SHALL BE ADJUSTED UP OR DOWN AS THE CASE MAY BE IN THE EVENT THAT THE ACTUAL FLOOR SPACE WHEN THE PARTITIONING HAS BEEN INSTALLED BE MORE OR LESS THAN 4840 SQUARE FEET, THE RENT PROVIDED HEREIN WILL BE ADJUSTED ACCORDINGLY.

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 thirty (30) 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 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 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, in the mutual opinion of the Landlord and the Tenant, 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, in the mutual opinion of the Landlord and the Tenant, 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 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.
- (c) If, in the mutual opinion of the Landlord and the Tenant, 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 demised premises rendered unfit for occupancy bears to the whole of the demised premises.
- (d) If, in the mutual opinion of the Landlord and the Tenant, the demised premises shall be so slightly injured by fire or the elements as not to be 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) If the parties hereto are unable to agree upon any matter which requires their mutual agreement under the provision of this paragraph 6 then such issue shall be determined by an independent architect selected by the parties. If the parties are unable to agree on an independent architect within three (3) days after notice has been given



by the objecting Party, then the parties agree to jointly apply within 4 business days after the expiry of the said three (3) days notice, to the Secretary of the Ontario Association of Architects to select such an independent architect. The opinion of the architect selected by the parties or by the Secretary of the Ontario Association of Architects shall be final and binding on the parties hereto.

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.
- (c) To heat the said premises between the first day of October and the first day of June next ensuing, in each year at a temperature range of 68° F to 72° F for the reasonable use thereof by the Tenant between the hours of 7.00.a.m. and 10.00 p.m. except on Sundays and public holidays and 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, except if the same results from or is caused by any negligence or unskilfulness of the Landlord or its servants or agents.

- (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 all other persons lawfully requiring communications with it the free use of said elevators while operating in common with other persons lawfully using same.
- (e) To provide janitor service in the demised premises and in all public areas and all washrooms in accordance with the provisions of Schedule "E" attached hereto and forming a part thereof.
- (f) To operate the air conditioning equipment between the hours of 7:00 a.m. and 10:00 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 the use of the lavatories and water closets provided for male and female persons on the fourth floor of the building 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 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 7:00 o'clock in the evening and 8:00 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.

(i) PARTITIONING

The Landlord will, at his expense, install the demising walls and four (4) entrance Doors. The Landlord will allow \$0.60 per square foot of net rentable space, provided the Tenant install Broadloom. The Tenant shall at their expense install all interior partitioning, carpet, electrical, doors, hardware, plumbing, telephone outlets, carpentry and painting. The cost of the drapes, as presently installed, shall be \$1,402.50 payable to the Landlord.

(j) PARKING

Included in the rental shall be six (6) parking spaces provided by the Landlord, at 27 Railroad Street, for the exclusive use of the Tenant. The Landlord shall maintain the parking lot - but it is understood and agreed that the Landlord shall not be responsible in any way for "Policing" the parking lot, nor do the Landlord assume any liabilities whatsoever for the Tenants use of same. The tenant will be allowed to put up designated parking signs.

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 deduction 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 and tempest, explosion, structural defects, 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. Any repairs required by this clause will be made by the Tenant within thirty (30) days of written notice thereof being left for the Tenant at the premises,

provided it is an item the Tenant is obligated to repair under the terms of this lease, and can be repaired with reasonable diligence within thirty (30) days; and reasonable wear and tear and damage by fire, flood, lightning and tempest, explosion, structural defects, civil commotion, malicious damage, acts of God or the Queen's enemies, only excepted. 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, 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, lightning, flood, explosion, structural defects, civil commotion, malicious damage, acts of God or the Queen's enemies and tempest 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) if such breakage results from the negligence of the Tenant, its servants or employees.

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(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 23, R.S.O. 1970, Chapter 236 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, subject to the following:

- (i) If the Tenant requests the Landlord's consent to an assignment of this lease or to a subletting of the whole or any part of the premises, the Tenant shall submit to the Landlord the name of the proposed assignee or subtenant and such information as to the nature of its business and its financial responsibility and standing as the Landlord may reasonably require. Upon the receipt of such request and information from the Tenant, the Landlord shall have the right exercisable in writing within fourteen (14) days after receipt of such request and information to cancel and terminate this lease, if the request is to assign this lease or to sublet the whole of the premises, or, if the request is to sublet a part of the premises only, to cancel and terminate this lease with respect to such part in each case as of the date set forth in the Landlord's notice to the Tenant of its exercise of such right, which shall not be less than sixty (60) days nor more than one hundred and twenty (120) days following the service of such notice by the Landlord on the Tenant.

(ii) If the Landlord shall exercise such right to terminate this lease in whole or in part the Tenant shall surrender possession of the entire premises or the part which is the subject of the right, as the case may be, on the date set forth in such notice in accordance with the provisions of this lease relating to surrender of the premises at the expiration of the term. If this lease shall be cancelled as to a part of the leased premises only, the rent payable by the Tenant under this lease shall abate proportionately.

(iii) Notwithstanding anything to the contrary contained herein the Tenant may assign or sublet the demised premises to any company the majority of whose shares are owned by the Tenant.

( 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 wall, 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 therefore, and obtain the Landlord's consent, which consent shall not be unreasonably withheld. The Tenant may employ a competent contractor of its choice, to perform such work, provided such contractors labour affiliations are compatible with those of the Landlord and his contractor. If such work is performed by the Landlord's contractor, the Tenants shall pay to the Landlord the amount of all accounts therefor, when such accounts are 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.

The Tenant shall not be required to restore the demised premises to their original plan and layout upon expiration of the term hereby created.

- (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 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 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, lightning, flood, explosion, structural defects, civil commotion, malicious damage, acts of God or the Queen's enemies and tempest 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 to the other Tenants in the building or any of them, or shall be 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 Municipal Offices.

and for no other purpose other than a purpose approved by the 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 any 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 the premises 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 month's 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 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 fulfillment 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.
- (l) 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.
- (m) That the Tenant will pay to the supplier from month to month, the cost of lamps or tubes and starter for replacement, used in the demised premises.
- (n) Except in the event of negligence of the Landlord, it's servants, agents, employees or contractors, 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.

- (o) Within a reasonable time after the matter becomes known to the lease administrator of the Tenant, 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.
- (p) Except in the event of the negligence of the Landlord, its servants, agents, employees or contractors, 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 replacements to them, which shall be done in such a manner so as to minimize inconvenience to the Tenant, 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.
- (q) That the rules and regulations in regard to the said building endorsed on this lease or attached hereto with such reasonable variations, modifications and additions as shall from time to time be made 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 written 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.

(r) (i) "tax" means all taxes, rates, duties, and assessments whatsoever, whether municipal, parliamentary, or otherwise, charged upon the building and the land appurtenant thereto or upon the lessor on account thereof, including municipal taxes and local improvements, but excluding the amount by which Separate School taxes, if any, should be payable exceed the amounts which would have been payable for school taxes if no assessment for Separate Schools had been made, and excluding all business taxes assessed, rated or imposed upon the lessor;

(ii) "Tax for the base year" means the amount of tax resulting from applying the mill rate for the calendar year 1976 to the amount of the Tenants municipal assessment for business tax purposes, plus that percentage of all the common areas (including the lands upon which the building is situate and which are used for parking purposes in conjunction therewith) that the Tenants business assessment bears to the total business assessment of the building.

(iii) "subsequent period" means each calendar year during the term hereof, the whole or part of which calendar year is included within the term;

(iv) "proportionate share" means the ratio which the floor area of the demised premises bears to the total rentable area of the building, which is hereby deemed to be 8.602%.

If the tax for any subsequent period is more or less than the tax for the base year, the tenant shall pay to the Landlord the proportionate share of any such increase, or the Landlord shall pay to the Tenant the proportionate share of any such decrease, annually on demand. The provisions of this clause shall survive the termination of the lease, where the expiry of the term and of the municipal realty taxation year do not coincide. In such case the appropriate apportionment shall be made and the Tenant shall pay the amount of such apportionment. The Landlord shall provide the Tenant with copies of the tax bills for the base year and for

each subsequent period. The Tenant shall be permitted access during normal business hours to all the books and records of the Landlord concerning the taxes as herein defined.

Notwithstanding anything hereinbefore contained, in the event that any local improvement taxes are imposed during the term of this lease which are payable over a period of time longer than one year, then for the purpose of the calculation of tax escalation, as herein provided, the Landlord shall be deemed to be paying local improvement taxes only in such amount as is required to be paid when the total length of time permitted for such payment is used.

(s) 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 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 on the said building, and that the Tenant on ceasing to be the Tenant of the demised premises will, before leaving, pay the Landlord 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.

(t) The Landlord will provide and install all draperies for exterior windows. The draperies used throughout the building will be similar in kind, character, and

PLEASE INITIAL  
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quality to give a uniform appearance from the exterior of the building. The Tenant will pay the Landlord the cost of such draperies prior to taking occupancy of the demised premises, and shall have the right to remove the drapes when vacating.

- (u) 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.
- (v) 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.
- (w) 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 any 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, which consent shall not be unreasonably withheld.
- (x) 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 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:

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- (a) Upon the request in writing of the Tenant, made at ~~least~~ <sup>six (6)</sup> ~~XXXXXXXXXX~~ months prior to the expiration of the term hereby granted, and provided that the Tenant is not in default under any term of this lease, the Landlord will grant to the Tenant a renewal of the lease of the said demised premises for a further term of five years at a rental rate to be mutually agreed

upon by the Landlord and the Tenant. Upon the Tenant exercising the option to renew, this lease shall be deemed to be extended for a further term of five (5) years, subject to the same covenants, provisos, and conditions, as are herein contained and at the new rental rate to be mutually agreed upon by the Landlord and Tenant. Upon the Lessee exercising the option to renew, this lease shall be deemed to be extended for a further term of five (5) years subject to the same covenants, provisos and conditions as are herein contained and at the new rental.

(b) The normal business hours of the Tenant will be between the hours of 8.00 A.M. and 7.00 P.M. Monday through Friday, except for public holidays.

If the Tenants use of the building at other times than normal business hours, results in any increase in the operating expenses of the building, the Tenant shall pay such additional charges, upon written notice from the Landlord, as additional rent.

(ai) The Tenant shall - during the first renewal period referred to in paragraph 10 (a) - have the privilege of terminating this lease anytime by giving the Landlord one year notice - or the privilege of terminating the lease on any 14th day of December by giving the Landlord six months notice.

(c) OPERATING EXPENSES - upon written notice from the Landlord, the Tenant shall pay as additional rent hereunder its proportion, which is hereby deemed to be 18.602%, of any increase in the operating expenses of the building in any calendar year over the cost in 1976 known as the "base year". The proportion payable by the Tenant as additional rent is agreed upon by the parties as 18.602%, being the ratio which the net rentable area of the demised premises, estimated for

the purpose of this clause as 4,840 square feet, bears to the total net rentable area of the building, which for the purpose of this clause shall be treated as 26,018 square feet.

The base year for purposes of this clause shall be 1976 but the calculation of the increase in the operating expenses shall be made as if the building was fully rented during the base year, and the Landlord and Tenant agree that the operating expenses for 1976 on this basis are in the sum of \$45,766. . The operating expenses, as used herein, shall mean and include all expenses properly 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, and workmen's compensation) for employees of the Lessor (other than employees senior in rank to the Building Superintendent) 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:

- (v) interest on debt or capital retirement of debts, except as provided for in paragraph 3 (a).
- (vi) depreciation;
- (vii) capital out-lays of any kind;
- (viii) any amounts directly chargeable by the Landlord to the Tenant or any Tenant in the building in relation to repairs, taxes, extra costs on air-conditioning or heat and such similar amounts.



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(ix) cost of repairs of capital or structural nature.

(x) cost of repairs except minor repairs.

(xi) amounts paid by the Landlord as contributions toward the cost of Tenants' leasehold improvements for tenancies commencing after the commencement of this lease;

(xii) any costs relating to redecorating Tenants' premises to attract new Tenants, including any agent commissions in this regard.

All additional rent payable hereunder shall be charged to the Tenant as rent and shall be payable on demand as soon after the end of the calendar year in which any such charge is made as the amount can be determined.

If the term of this lease expires before the end of any calendar year with respect to which any additional rent is payable under this clause, the Tenant shall pay its proportionate share of such additional rent based upon the number of days of the term of this lease within such year, and shall pay such additional rent upon demand even though the term has expired at the time of the demand.

If the maintenance cost shall decrease in any year, then the proportion of such decrease applicable to the premises, computed in the same manner as the increase in such cost, shall be credited to the Tenant or refunded to it by the Landlord within six months of the end of that year.

The Tenant, its servants, agents or employees shall have the right during normal business hours to inspect the books and records of the Landlord to verify any and all charges made pursuant to the provisions of this lease concerning maintenance escalation charges or rebates of such charges.

- (d) 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.
- (e) that whenever and to the extent that the Landlord or the Tenant 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 repairs, by reasons 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 both 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, slowdowns, or other combined actions of workmen, or shortages of material, or any other cause beyond the control of the Landlord or the Tenant whether of the foregoing character or not, the Landlord or the Tenant shall be relieved from the fulfillment of such obligation and the Tenant or the Landlord shall not be entitled to any compensation for any inconvenience, nuisance or discomfort thereby occasioned.
- (f) 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 the proviso as may be reasonably required to evidence and effectuate this postponement of its rights and privileges.

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hereunder to the holder or holders of any such charge or charges; provided that the mortgage(s) shall permit the Tenant to continue in quiet possession of the demised premises in accordance with the terms and conditions hereof.

- (g) 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, and to dispute the measurement on the basis of its architects' findings.
- (h) 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 Office offices and addressed to the Tenant at the said building, or as the Tenant may direct, 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 3rd. Floor, 20 Nelson St. W., Brampton, Ontario 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.

- (i) Any amounts due under clauses 9 (r) and 10 (c) may, at the option of the Landlord, acting reasonably, be estimated, and charged to the Tenant in equal monthly instalments, and shall become due and payable in advance at the beginning of each month, as additional rent. Within ninety (90) days after the end of each calendar year, the Landlord shall furnish to the Tenant a statement showing the actual amounts due under the said clauses, and an appropriate adjustment shall be made between the parties, within 15 days after delivery of such statement.

WHENEVER 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.

IN WITNESS WHEREOF the parties hereto have executed this lease.

F. H. K. Properties, by its attorney  
FRETWILL DEVELOPMENTS LIMITED - power of  
attorney registered in the Registry office  
for the Registry-Division of Peel (No 43)  
as Number 387770 V.S.

PER:

*Lillian Prouse*

LILLIAN PROUSE, President

PER:

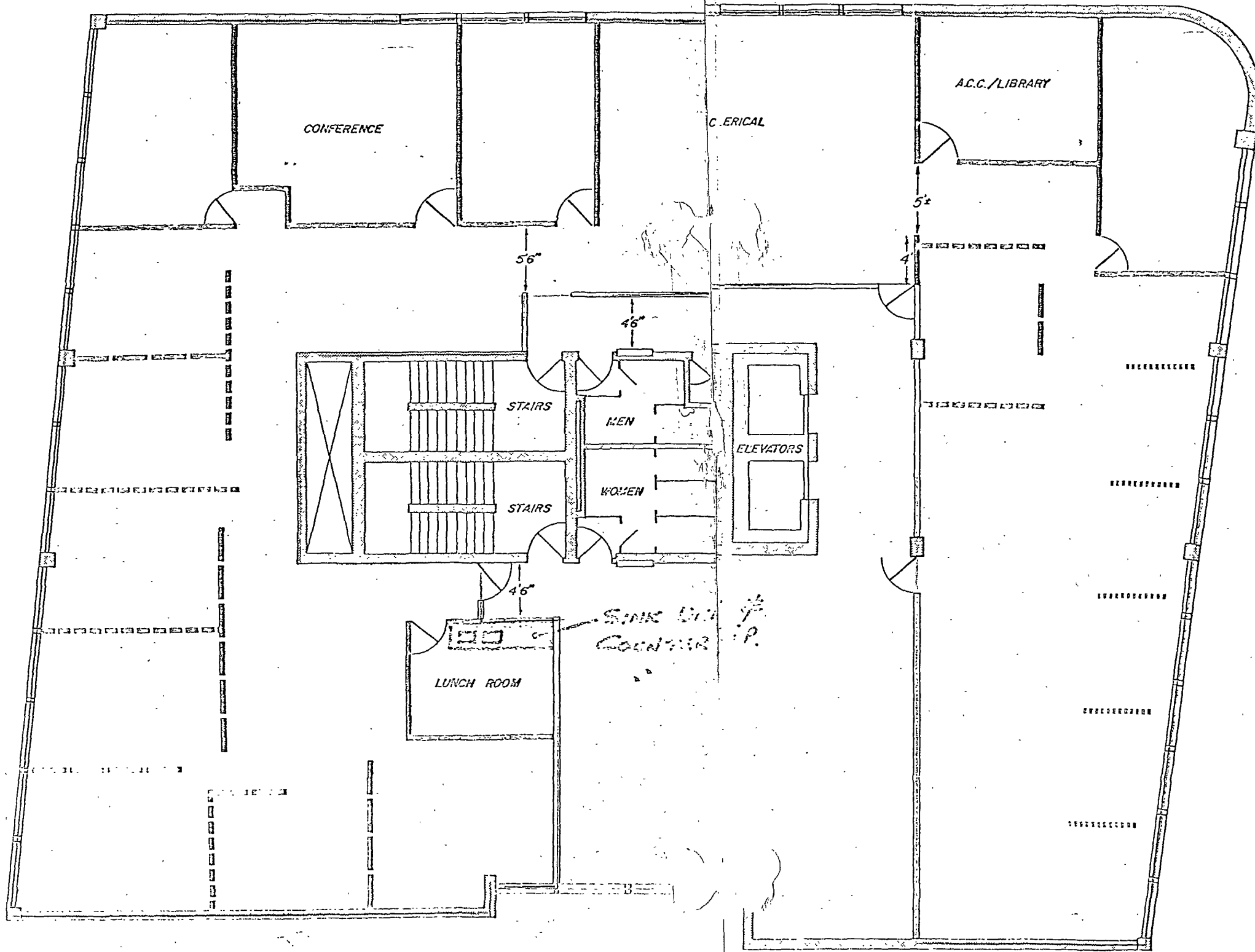
*Betty Fitzhenry*

BETTY FITZHENRY, Vice-President

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Archdekin*  
James E. Archdekin, Mayor

*R.A. Everett*  
R.A. Everett, Deputy Clerk



PLEASE INITIAL

### LEGEND

- EXTERIOR WALL
- INTERIOR WALL
- 6' LONG MOVING WALL
- 5' LONG MOVING WALL
- 6' LONG MOVING WALL

SCALE:  $\frac{1}{8}" = 1'$

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brāampton, in the Regional Municipality of Peel, formerly the Town of Brāampton and County of Peel, being composed of part of Lots Seventy-eight and Seventy-nine, fronting George and Nelson Streets, as shown on a Plan of Subdivision of part of the east half of Lot 6, First Concession West of Hurontario Street of the Township of Chinguacousy, now the City of Brāampton, by Chisholm Miller, P.L.S., registered January 4th, 1854, in the Registry Office for the Registry Division of Peel (No. 43) and referred to as being in Block Eleven, Plan BR-4, the boundaries of which said parcel may be more particularly described as follows:

PREMISING that the northeasterly limit of the said Lot Seventy-nine being the southwesterly limit of George Street South has an astronomic governing bearing of North 44 degrees 19 minutes 30 seconds west, and relating all bearings quoted herein thereto;

COMMENCING at an iron bar planted marking the most northeasterly angle of the said lot seventy-nine;

THENCE South 44 degrees 19 minutes 30 seconds east along the said northeasterly limit of the said lot seventy-nine, a distance of 86.84 feet, more or less, to an iron bar found planted;

THENCE South 41 degrees 34 minutes 10 seconds west, 133.50 feet, more or less, to an iron bar found planted in the existing southwesterly limit of the said lot seventy-eight;

THENCE North 45 degrees 34 minutes 50 seconds west along the last said existing limit, 79.20 feet, more or less, to a fence post found planted marking the most northwesterly angle of the said lot seventy-eight

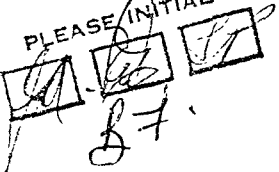
THENCE North 38 degrees 22 minutes 20 seconds east along the existing northwesterly limits of the said Lots seventy-eight and seventy-nine, a distance of 136.00 feet, more or less, to the point of commencement;

AND WHICH said parcel is shown on a plan of survey by McLean, McMurchy & Biason, Ontario Land Surveyors, dated June 26th, 1974, bearing reference number 74-6813.

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 waste 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 premiums 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 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 from and including Monday to and including Friday in each week between the hours of 6.00 P.M. and 7.00 A.M. and on Saturdays, Sundays and public holidays.

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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 ways 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 on any doors of the demised premises and not to permit any duplicate keys to be made thereof; but to use only additional keys obtained from the Landlord, at the expense of the Tenant, and to surrender to the 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., except the tenant's supply of stationery and drafting materials.
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 corporation 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. The Tenant, its servants or employees shall be permitted to do cooking or to operate cooking apparatus but only for the consumption of the Tenant's servants or employees, and provided that it does not create a nuisance nor increase the Landlord's fire insurance rates.
23. The Tenant agrees to the foregoing Rules and Regulations which are hereby 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 reasonable 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.

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 being carried out 5 days per week, Monday through Friday, except public holidays.

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.

123-77

A By-law to authorize the execution  
of a Lease between F.H.K. Properties  
and The Corporation of the City of  
Brampton. (PLANNING DEPARTMENT SPACE  
IN THE BUILDING AT NELSON STREET &  
GEORGE STREET)

PASSED \_\_\_\_\_ May 24 19 77

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# BY-LAW

No. \_\_\_\_\_ 123-77 \_\_\_\_\_

A By-law to authorize the execution  
of a Lease between F.H.K. Properties  
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