



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 230-82

To authorize the execution of an agreement between 517345 Ontario Inc. and The Corporation of The City of Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1982 10 13 between 517345 Ontario Inc. and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 13th day of October , 1982.

ROBERT CALLAHAN ACTING MAYOR

RALPH A. EVERETT

CLERK

THIS INDENTURE made this 15th day of SEPTEMBER ,
1982 IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

B E T W E E N :

THE CORPORATION OF THE CITY OF BRAMPTON

(herein called the "Landlord")

OF THE FIRST PART

A N D

517345 ONTARIO INC.

(herein called the "Tenant")

OF THE SECOND PART

1. WITNESS that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed the Landlord hereby leases to the Tenant the premises situate, lying and being in the City of Brampton, in the Regional, Municipality of Peel, formerly in the Township of Chinguacousy, in the County of Peel, and Province of Ontario, and being Five Thousand, Nine Hundred and Sixty (5,960) square feet more or less in the Civic Centre, 150 Central Park Drive, Brampton; together with the exclusive right to the Tenant to operate a First Class Restaurant on the demised premises designated in distinguishing colour on a floor plan annexed hereto and marked as Schedule "A" to this lease, during the term herein and upon the conditions hereinafter set forth provided that no use shall be made of the demised premises which may constitute a nuisance to the other tenants in the Civic Centre and further the exclusive right of the Tenant to operate an outdoor licensed facility (licensed as a "patio licence") of approximately One Thousand, One Hundred and Twenty-five (1,125) square feet on the adjoining premises in the approximate location as shown on Schedule "A". The exact

location shall be agreed upon by the Landlord and the Tenant prior to the Tenant commencing use of this facility.

2. To have and to hold the demised premises for and during the term of Five (5) Years to be computed from the 15th day of September, 1982 and to be fully completed and ended on the 14th day of September, 1987.

3. Yielding and paying therefore yearly and every year during the said term unto the Landlord an annual rental to be calculated as follows and to be paid in advance without deduction in twelve (12) equal monthly instalments on the 15th day of each and every month in each year during the said term commencing the 15th day of September, 1982:

3.1 the sum of Forty-One Thousand, Seven Hundred and Twenty Dollars (\$41,720.00) calculated at a rate of Seven Dollars (\$7.00) per square foot for each square foot of leased area (5,960 square feet, subject to annual increase as hereinafter provided by paragraph 3.3.

3.2 3.2.1

for the purposes of this lease "annual operating cost" shall mean the annual cost to the Landlord of providing to the Civic Centre:

3.2.1.1 all maintenance, repairs, decorations, security, supervision and janitorial services to the Civic Centre, including the grounds, reflecting pool, ice rink and parking areas, which costs shall include all overhead costs and all wages, salaries, fringe benefits and other allowances of municipal employees required to provide these services.

3.2.1.2 all water, sewage, electricity, heating and air conditioning, including the cost of all service contracts relating thereto.

3.2.1.3 electricity to the common areas.

3.2.1.4 insurance.

3.2.2 the sum referred to in paragraph 3.1 consists of the following:

3.2.2.1 base rent at the rate of Five Dollars (\$5.00) per square foot which shall be fixed during the term hereof, and

3.2.2.2 additional rent at the rate of Two Dollars (\$2.00) per square foot which is the Tenant's proportionate share of the annual operating costs for the first year of the lease commencing the 15th day of September, 1982.

3.3 The additional rent referred to in paragraph 3.2.2.2 shall increase annually on the 15th days of September in each of the years 1983, 1984, 1985 and 1986, and for these years the rate per square foot to be used to calculate the additional rent shall be calculated in accordance with the formula set out in Schedule B attached hereto.

4. The Tenant shall also pay:

4.1 the cost of all electricity and water consumed on the demised premises during the term of this lease either in accordance with an existing formula reviewable from time to time, or according to meters installed by either party at the expense of that party or as may be further agreed upon.

4.2 all realty and business taxes levied against the demised premises.

4.3 the Landlord shall, on or before the 15th day of September in each year of the term commencing the 15th day of September, 1982, estimate the cost of the electricity and water for and the amount of the realty and business taxes to be levied against the demised premises for the next year of the term and the Tenant shall pay these estimated amounts in twelve (12) equal monthly instalments on the same day of each month in each year during the term as rent payments are due. The actual cost of electricity and water and realty and business taxes actually due shall be calculated at the end of each year of the term and the Tenant shall pay the deficiency if any on demand or the Landlord shall credit the Tenant with any overpayment, such overpayment to be applied in payment of the instalments hereunder next falling due or if the term hereof has expired, the overpayment shall be repaid to the Tenant.

5. The Tenant covenants and agrees with the Landlord as follows:

5.1 to pay rent, including the increased additional rent referred to in paragraph 3.3.

5.2 that it will not assign or sublet the whole or any part of the premises without the consent of the Landlord in writing first had and obtained, such consent not to be unreasonably or arbitrarily withheld; provided consent of the Landlord must first be obtained as to any different use of the demised premises by any proposed sub-tenant.

5.3 to comply promptly with and conform to the requirements of all applicable statutory provisions, regulations and by-laws from time to time or at any time in force during the term hereof and affecting the use or occupation of the premises; provided that the Landlord will not enact or pass any regulations or by-laws in any way inconsistent with the provisions of this lease and in the event of such inconsistency, the provisions of this lease shall prevail, subject to any by-laws or regulations required by Provincial or Federal legislation;

5.4 that it will not put up or exhibit or permit or allow to be put up or exhibited upon the exterior of the building containing the premises any sign, notice, notice board, painting, design or advertisement whatsoever without the consent of the Landlord. Signs that in type, size, location and design are satisfactory to the Landlord, evidencing that a restaurant is being operated on the premises are permitted.

5.5 to permit the Landlord to enter the premises at any time and view the state of repair, provided repairs shall not be done during normal business hours except in the event of an emergency.

5.6 to permit the Landlord to enter the demised premises to provide security services for the protection and well-being of the entire Civic Centre.

6. The Tenant shall, at all times during the term of this lease or any renewal thereof, place and keep in force a policy of insurance for public liability in the amount of One Million Dollars (\$1,000,000.00) and the Landlord shall be named as one of the insureds and its interest designated thereon and a copy shall be filed with the Landlord.

7. The Tenant covenants to pay the cost of replacement with as good quality and size of any sheets or panes of glass broken on the premises during the term of this lease, unless such breakage is the result of any negligent or deliberate act of the Landlord, its employees, servants, agents, contractors, licensees or invitees, without restricting the generality of the foregoing, the Landlord shall be responsible for the cost of replacement to plate glass or any other damage resulting from the action of skaters upon the Landlord's property.

8. Provided that the Tenant may replace its fixtures with fixtures of a standard no more than necessary for the proper operation of its business, including trade fixtures and equipment and furniture and furnishings provided the premises are kept in a state of good repair by the Tenant.

9. The Tenant shall not use the waste disposal room of the Civic Centre for wet garbage disposal.

10. Proviso for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

11. The Landlord covenants with the Tenant:

11.1 for quiet enjoyment;

11.2 to keep the common areas of the Civic Centre clean, decorated and repaired, including repairs to structural defects and walkways, plumbing and heating apparatus, air conditioning equipment and systems, roof, exterior walls, ceilings, floors and carpets of the said common areas.

11.3 that the Tenant shall have the right from time to time to make alterations and changes in the interior of the premises as it may find necessary to carry on its living set out herein and at its

own expense, including, but without limiting the generality of the foregoing the erection of partitions and installation of lighting fixtures, provided consent of Landlord is first obtained and not unreasonably or arbitrarily withheld, and provided that such alterations do not cause irreparable damage to the premises and providing that the same shall be done and made in a good and workmanlike manner, and provided that the Landlord approves the contractors, provided the approval is not unreasonably or arbitrarily withheld and that the alterations are undertaken under the supervision of the Landlord.

- 11.4 to provide heat at least 20^o C from October 1st to the following June 1st in each and every year of the term.
- 11.5 to provide adequate lighting for the purposes of the Tenant's business.
- 11.6 to provide hot and cold running water as needed by the Tenant.
- 11.7 to provide air conditioning of the Tenant's premises suitable for the purposes of the Tenant and compatible with the rest of the Civic Centre.
- 11.8 to provide supervision, cleaning, maintenances and security of the common areas referred to in paragraph 18 of this lease.
- 11.9 for the purposes of the business of the Tenant during such times as the main doors are closed, the Landlord will provide responsible persons designated in writing by the Tenant with keys to the main doors and to the demised premises.

11.10 to supply the Tenant, annual statements as and when available, as to the amount of the annual operating cost referred to in paragraph 3 of this lease.

It is further agreed that the Tenant shall have the right to detailed operating cost statements from which the Tenant's obligation is calculated upon written request to the Landlord by the Tenant.

11.11 the Landlord shall at all times during the term of this lease obtain and keep in force a policy of insurance covering fire, storm, public liability and boiler risks.

12. 12.1 The Tenant covenants and agrees to operate the Snack Bar at the skating rink during the hours of public skating or at such hours as may from time to time be agreed upon by the Landlord and Tenant.

12.2 Notwithstanding the provisions of paragraph 1 of this lease, the Tenant acknowledges that the Landlord shall have the right to continue to operate a snack bar/lunch room in the Civic Centre and to operate whatever concession services the Landlord deems necessary to provide in the Civic Centre in connection with any entertainment or other functions in the Civic Centre.

13. In the event of any dispute between the Landlord and the Tenant during the term hereof, and any renewal as to any matter arising hereunder, either the Landlord or the Tenant may submit the matter to arbitration in accordance with the Municipal Act and the Municipal Arbitrations Act and the Landlord declares that it shall pass a by-law declaring it desirable that the Landlord be brought within the provisions of the said Act and such by-law will continue in full force and

effect during the term hereof or any renewal. Nothing in this paragraph shall be deemed to derogate from any rights the Landlord or Tenant may have to pursue their rights in a court of law.

14. The Landlord covenants and agrees with the Tenant that if the Tenant shall duly and regularly pay rent and perform the covenants and agreements on its part to be observed and performed hereunder, the Landlord will, at the expiration of the within term, and upon written request by the Tenant to the Landlord at least six (6) clear months before the expiration of the within term, grant to the Tenant a renewal of this lease for a further term of five (5) years, upon the same terms and conditions, save and except a further right of renewal, and except for the rental rates which shall be renegotiated at the end of the five (5) year term; and any terms made necessary by any addition or reconstruction of the Civic Centre provided that the Tenant is not in default of any of the terms or covenants of this lease at the time of submitting the written request herein referred to.

15. In the event 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, 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 (3) 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 reletting.

16. The Tenant covenants and agrees that no fixtures, goods, or chattels of any kind, will, except in the course of business, be removed from the demised premises during the term hereby demised or at any time thereafter without the written consent of the Landlord, its successors and 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 accrued to the satisfaction of the Landlord or its assigns.

17. Provided and it is hereby expressly agreed that if during the term of this lease the premises or any part thereof or the building in which the same are located or any part thereof shall be destroyed or damaged by fire, lightning, tempest, flood, subsidence, earthquake, acts of God or the Queen's enemies, war, civil commotion, riot, insurrection, aircraft, explosion or by or as a result of structural defect or weakness so as to render the premises partially or wholly unfit for occupancy by the Tenant, then and so often as the same shall happen the following provisions shall have effect:

17.1 If the premises are rendered partially unfit for occupancy by the Tenant, the rent hereby reserved shall abate in part only in proportion that the part of the premises or

if the premises are rendered wholly unfit for occupancy by the Tenant the rent hereby reserved shall be suspended in each case until the premises shall have been rebuilt or repaired and restored;

17.2 Notwithstanding the provisions of sub-clause 17.1 immediately preceding, if the premises shall be incapable of being rebuilt, or repaired and restored with reasonable diligence within one hundred and eight (180) days of the happening of such destruction or damage, then either the Landlord or the Tenant may at their respective option terminate this lease by notice in writing to the other given within thirty (30) days of the date of such destruction or damage and in the event of such notice being so given this lease shall cease and become null and void from the date of such destruction or damage and the Tenant shall immediately surrender the premises and all its interest therein to the Landlord and the rent shall be apportioned and shall be payable by the Tenant only to the date of such destruction or damage and the Landlord may re-enter and repossess the premises discharged of this lease; but if within the said period of thirty (30) days neither the Landlord nor the Tenant shall give notice terminating this lease as aforesaid or if within the said period the Landlord and the Tenant shall agree not to give such notice then upon the expiration of the said period of thirty (30) days or upon the Landlord and the Tenant having agreed as aforesaid whichever shall be the sooner, the Landlord shall, with reasonable promptitude, proceed to rebuild or repair and restore the premises; and

17.3 if the premises are capable with reasonable diligence of being rebuilt or repaired and restored within one hundred and eighty (180) days of the happening of such destruction or damage then the Landlord shall rebuild or repair and restore the said premises with all reasonable speed within the aforesaid one hundred and eighty (180) days.

18. The Landlord grants to the Tenant, its officers, employees, servants, agents and invitees and all other persons having business with it, the right to full use of the Common Areas for the purposes for which they were intended and for the purposes of this lease, "Common Areas" shall mean the grounds, reflecting pool, ice rink, parking areas, walks, stairways, corridors, elevators, washrooms, waste collection room and entrances and exists and the Landlord undertakes to clean and maintain and secure these Common Areas. Access and egress to and from the Civic Centre and the demised premises shall be given to the Tenant, its officers, employees, servants, agents and invitees during the hours the Tenant is open to the public. The Landlord will provide responsible persons designated in writing by the Tenant with keys to the main doors and keys to the demised premises for use for the purposes of the Tenant.

19. The Landlord shall not be liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or its employees or to any other person while such property is on the premises. The Landlord shall not be liable for any property damage caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Civic Centre caused by, or attributable to anything done or omitted by any other Tenant of the Civic Centre.

20. Any notice hereunder shall be sufficiently given if delivered to any officer of such respective party to which such notice is to be addressed, or mailed prepaid at any one of Her Majesty's Post Offices in Canada in a registered letter addressed in the case of notice to the Landlord to:

"The Corporation of the City of Brampton,
150 Central Park Drive,
Brampton, Ontario. L6T 2T9

Attention: The Commissioner of Administration
and Finance"

or in the case of notice to the Tenant:

517345 ONTARIO INC.,
150 Central Park Drive,
Brampton, Ontario. L6T 2V1

Attention: Mr. Sreebash Banik, President

or to such further address as any of the said parties may from time to time designate in writing to the other, and any notice mailed as aforesaid shall be held conclusively to have been given, served and received forty-eight (48) hours after such mailing.

21. Whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling 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 obligation 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 government department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control (whether of the foregoing character or not) the Tenant shall not be entitled to compensation for any inconvenience, nuisance illness, damages or discomfort thereby occasioned.

22. The parties agree that there are no covenants, representations, warranties, agreements or conditions of any nature whatsoever, save as expressly contained herein, and that this lease constitutes the entire agreement between the parties and that no modifications, amendment or variation hereof shall be effective or binding on the parties unless agreed to in writing by them.

23. It is hereby declared and agreed that the expressions "Landlord" and "Tenant" wherever used in this Indenture shall, where the context allows, be binding upon and enure to the benefit of not only the parties hereto but also their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf the day, month and year first above written.

AUTHORIZATION BY-LAW	
NUMBER	<u>22-82</u>
PASSED BY CITY	
COUNCIL ON THE	<u>13th</u>
DAY OF	<u>OCTOBER</u> 19 <u>82</u>

THE CORPORATION OF THE CITY OF BRAMPTON

Robert V. Allsh

ACTING MAYOR

Ralph A. Everett

RALPH A. EVERETT

CITY CLERK

517345 ONTARIO INC.

Sreebash Banik

SREEBASH BANIK

PRESIDENT

SCHEDULE B

CALCULATION OF ADDITIONAL RENT RATE PER SQUARE FOOT

YEAR COMMENCING:

September 15, 1983	$\frac{1982 \text{ AOC}^*}{959,374^{**}}$	X	\$2.00	=	1983 Rate ***
September 15, 1984	$\frac{1983 \text{ AOC}}{1982 \text{ AOC}}$	X	1983 Rate	=	1984 Rate
September 15, 1985	$\frac{1984 \text{ AOC}}{1983 \text{ AOC}}$	X	1984 Rate	=	1985 Rate
September 15, 1986	$\frac{1985 \text{ AOC}}{1984 \text{ AOC}}$	X	1985 Rate	=	1986 Rate

* AOC = "Annual Operating Costs"

** 959,374 = 1981 AOC

*** Rate = Additional Rent Rate per Square Foot

DATED: September 15, 1982

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

517345 ONTARIO INC.

I N D E N T U R E

CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9