

THIS LEASE is dated the 9th day of November, 2020

BETWEEN:

1686693 Ontario Inc.
Ghadie Investments
(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

The Corporation of the Municipality of Mississippi Mills
(hereinafter called the "Tenant")

OF THE SECOND PART

NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared between the parties as follows:

LEASE SUMMARY

- A. Tenant's Contact: 3131 Old Perth rd. Almonte, Ontario
- B. Tenant operates as: Mississippi Mills Youth Centre
- C. Land/Building: 134 Main street. Almonte, Ontario
- D. Leased Premises: 134 Main street. Almonte, Ontario, having the approximate location and dimensions as depicted on a sketch/plan attached as *Schedule "A"* to this Lease.
- E. Term: Five (5) years beginning on the Commencement Date with one five (5) year option to renew. In the event that the Commencement Date is not the first day of a given month, the Term shall expire on the fifth (5) anniversary of the last day of the first full calendar month following the Commencement Date.
- F. Commencement Date: November 15, 2020
- G. Fixturing Period: NA
- H. Permitted Use:
The Leased Premises shall be used only for the purpose of operating a Community Youth centre and for no other purpose.
- I. Basic Rent: The Tenant shall pay to the Landlord, yearly and every year during the Term, without any set-off, compensation or deduction whatsoever, a Basic Rent in Canadian dollars as follows:
 - 1. From November 15, 2020 to November 14, 2025 , being \$19200.00+HST annually payable in advance in equal consecutive monthly instalments of \$1600.00+HST per month payable on the first day of each and every month during such period in the form of post-dated cheques / electronic funds transfer, the first of such payments to be made on the 15th day of November , 2020.

- J. Additional Rent: Tenant will pay the total Operating Costs and Property Taxes for the property in accordance with the terms of the Lease, and all other amounts to be paid by the Tenant to the Landlord pursuant to any other provision of the Lease.
- K. Utilities: Tenant will pay for all utilities serving the Leased Premises. When possible, the utilities will be separately metered, including, without limiting the generality of the foregoing, gas, electricity and water.
- L. Rent Deposit: NA
- M. Security Deposit: NA
- N. Additional Clauses: See *Schedule "E"* attached hereto.

1. INTERPRETATION

(a) **Lease Summary and Definitions.** The Parties acknowledge and agree that, to the greatest extent possible, the terms of the Lease as reflected in the foregoing Lease Summary must be interpreted subject to all of the following detailed provisions of this Lease. In the Case of any irreconcilable inconsistency between the terms of the foregoing Lease Summary and any other Lease provisions, however, the foregoing Lease Summary shall govern. Whenever used in this Lease, any schedule annexed hereto, any rules and regulations made pursuant to this Lease, or any other document made or given in connection with this Lease, the terms defined in *Schedule "C"* will have the meanings set out therein, unless the context requires otherwise.

(b) **Schedules.** The schedules attached to and referred to in this Lease are incorporated in and form a part of this Lease, including the following:

Schedule A - Floor Plan, Site Plan, Sketch;
Schedule B - Definitions;
Schedule C - Rules and Regulations; and
Schedule D - Special Provisions

2. DEMISE AND OVERHOLDING

(a) **Demise and Acceptance.** The Landlord hereby leases the Leased Premises to the Tenant to peaceably enjoy and quietly possess during the Term (unless terminated earlier pursuant to this Lease), together with the non-exclusive right to make reasonable use of the Common Areas and Facilities of the Building which provide access to the Leased Premises or which are generally made available to all tenants in the Building, subject to the terms of this Lease. The Tenant hereby leases and accepts the Leased Premises, in an "as is" condition, from the Landlord and covenants to pay the Rent and to observe and perform all the covenants and obligations to be observed and performed by the Tenant pursuant to this Lease.

(b) **Overholding.** Upon the expiration of the Term or any earlier termination of this Lease, the Tenant shall surrender vacant possession of the Leased Premises to the Landlord. If the Tenant remains in possession of the Leased Premises after the expiration of the Term with the consent of the Landlord but without entering into a new lease or other agreement, then notwithstanding any statutory provisions or legal presumptions to the contrary, there shall be no tacit renewal of this Lease or the Term and the Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month (with either party having the right to terminate such month-to-month tenancy at any time on thirty (30) days notice) at a monthly Basic Rent equal to one hundred and six point two five percent (106.25%) of the monthly instalment of Basic Rent payable for the last full month of the Term or extended term, as the case may be, and otherwise upon the same terms, covenants and conditions as in this Lease insofar as these are applicable to a monthly tenancy and, for greater certainty, including liability for Additional Rent.

(c) **Option to Renew.** Provided that the Tenant is not then in default and has not during the Term been in continuing default of its covenants and obligations under this Lease, the Tenant shall have the option to renew the Term of this Lease for one term of Five (5) years, upon the same terms and conditions set out in the Lease, save and except for the Basic Rent, any Tenant inducements and there shall be no further right to extend the Term at the end of the extension period. The Basic Rent for each extension period shall be the market rent then prevailing for similar premises within the vicinity, but in no case shall it be less than that prevailing during the final year of the previous Term or extended term, as the case may be. In order to exercise its right to extend, the Tenant must provide to the Landlord notice in writing of its exercise of this right, not less than nine (9) months prior to expiration of the initial Term or the extended term, as the case may be. With respect to the Basic Rent, the parties shall agree to such Basic Rent for the extension period not less than three (3) months prior to commencement of the extension period, failing which this option shall be null and void and of no further force and effect.

3. **RENT**

(a) **Net Lease.** It is the intent of the parties hereto that this Lease shall be a completely care free net lease for the Landlord and that the Landlord shall not be responsible for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Leased Premises or the Building during the Term, whether foreseen or unforeseen and whether or not within the contemplation of the parties at the commencement of the Term, except as shall be otherwise expressly provided in this Lease.

(b) **Rent.** The Tenant covenants to pay to the Landlord when due, without demand, deduction, abatement, or set-off: (i) Basic Rent, in the amount set out in Section I of the Lease Summary; and (ii) Additional Rent, at the times and in the manner provided in this Lease, all Additional Rent which shall, except as otherwise provided in this Lease, be payable within fifteen (15) days of receipt by the Tenant of an invoice, statement or demand for same. All payments required to be made by the Tenant pursuant to this Lease shall be payable and recoverable as Rent, and the Landlord shall have all rights against the Tenant for default in any such payment as in the case of arrears of Rent. The Tenant's obligation to pay any amounts that have become due and payable prior to the expiration of the Term or any other termination of this Lease shall survive any such expiration of the Term or other termination of this Lease.

(c) **Taxes and Operating Costs.** Prior to the Commencement Date, and from time to time thereafter, the Landlord shall notify the Tenant of the Landlord's estimate of the annual Taxes and Operating Costs for which the Tenant is responsible under this Lease. For greater certainty, if the Leased Premises are not the only rentable space in the Building, then the Tenant shall be responsible for the Tenant's Proportionate Share of such Taxes and Operating Costs with respect to the Building as a whole, and shall be solely responsible for such Taxes and Operating Costs as are reasonably attributable and/or billed directly to the Tenant's occupancy and use of the Leased Premises. Except with respect to items being paid directly by the Tenant, the Tenant shall pay such estimated amounts to the Landlord in equal monthly instalments in advance on the first day of each month during the Term as Additional Rent. Within a reasonable period of time after the end of either the Landlord's fiscal year or the calendar year, as applicable, the Landlord shall furnish to the Tenant a statement of the actual amount of Taxes and Operating Costs (the "Statement") and, as applicable, the actual amount of the Tenant's Proportionate Share of Taxes and Operating Costs. If the actual amount payable by the Tenant according to any such Statement is greater or lesser than the payments made by the Tenant on account of same, the appropriate adjustment will be made between the parties within thirty (30) days after delivery of such Statement. Absent manifest error, each Statement will be final and conclusive between the parties, their successors and assigns, as to the matters set forth therein.

(d) **Adjustment of Operating Costs.** Notwithstanding paragraph 3(c) above, in computing Operating Costs:

- (i) where the Landlord determines, acting reasonably but in its sole discretion, that any item(s) of Operating Costs are provided only to or for the benefit of a portion of the Building, then the Landlord shall be entitled, but not obligated, to allocate the cost of those item(s) over such portion of the Building and adjust the Tenant's Operating Cost payment based on such allocation;
- (ii) if the Building is comprised of different categories of leaseable premises, the Landlord shall be entitled, but not obligated, to allocate Operating Costs among the various categories on the basis of such factors as the Landlord determines to be relevant and to adjust the Tenant's Operating Cost payment based on such allocation; and

(iii) those items of Operating Costs which vary with the use and occupancy of rentable premises in the Building shall be adjusted and calculated as if the Building were one hundred percent (100%) occupied and operational for the entire operating year so that those items of Operating Costs shall be adjusted to what they would have been in the Landlord's reasonable estimation if the Building were one hundred percent (100%) occupied and operational for the entire operating year.

(e) **Post-dated Cheques.** The Tenant shall upon execution of this Lease and upon each anniversary of the Commencement Date during the Term, provide to the Landlord post-dated cheques, for each of the next twelve (12) or fewer months between such date and the sooner of the next anniversary of the Commencement Date or the expiration of the Term. Such cheques shall be in amounts equal to the sum of the monthly payments due for Basic Rent, estimated Taxes and estimated Operating Costs. All Rent for any applicable fraction of a month shall be prorated on a per diem basis.

(f) **Late Charges and Interest on Amounts in Default.** If the Tenant fails to pay Rent when due, the unpaid amount will bear interest at the rate equal to the most current prime rate quoted by Royal Bank of Canada from time to time, plus five percent (5.0%) calculated and compounded monthly.

(g) **Utilities.** The Tenant shall contract directly with suppliers for the provision of utilities to the Leased Premises, including but not limited to gas, water and electricity, and shall promptly pay such accounts when due. If the Tenant fails to pay any utility costs, the Landlord may, but shall not be obligated to, pay such utility costs. Upon payment by the Landlord, such utility costs shall become immediately due and payable to the Landlord on demand as Additional Rent. If requested by the Landlord, the Tenant shall periodically deliver to the Landlord evidence of payment of any of the utility costs. In no event shall the Landlord be liable for, or have any obligation with respect to, any interruption or failure in the supply of any such utilities or services to the Leased Premises whether or not supplied by the Landlord or others.

(h) **Sales Tax.** The Tenant shall pay all Sales Taxes to the Landlord at the same time as the amounts to which such Sales Taxes apply are payable to the Landlord under the terms of this Lease. If the Tenant fails to pay such Sales Taxes when due, the Landlord shall have the right, but not the obligation, to make such payments to the relevant authorities and to collect the Sales Taxes together with any penalties and interest costs imposed by such relevant authorities from the Tenant upon demand. Notwithstanding any other provision of this Lease, Sales Taxes payable by the Tenant shall be deemed not to be Rent, but in addition to the Landlord's statutory rights and remedies, the Landlord shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease.

4. SECURITY DEPOSIT

If the Tenant has not already done so prior to execution of this Lease, the Tenant shall upon execution of this Lease pay the Landlord the amount of any Security or Rental Deposit provided for in the Lease Summary to be held in trust by the Landlord, without interest, until such time as it can be applied under the Lease in accordance with any terms stated in the Lease Summary. The Security Deposit shall be held without interest as security (without prejudice to the Landlord's other rights and remedies) for the observance and performance of the Tenant's obligations under this Lease. If the Tenant defaults in the performance of any of the terms, covenants, conditions and provisions of this Lease as and when the same are due, then the Landlord, at its option, may appropriate and apply all or any part of the Security Deposit on account of any losses or damages sustained by the Landlord as a result of such default. Upon demand by the Landlord, the Tenant shall pay to the Landlord an amount sufficient to restore the total original amount of the Security Deposit. If the Tenant complies with all of the terms of this Lease and is not then overholding, the Security Deposit shall be returned to the Tenant without interest within thirty (30) days after the expiry or earlier termination of the Term, or, at the Landlord's option, shall be applied by the Landlord on account of the last month's Rent.

5. USE AND OCCUPANCY OF LEASED PREMISES

(a) **Use and Compliance with Rules and Regulations.** The Tenant covenants that the Leased Premises shall be used only for the Permitted Use. The Tenant shall comply with the Landlord's reasonable rules and regulations, if any, which are attached as *Schedule "D"* to this Lease. The Landlord shall have the right from time to time during the Term to make reasonable new or amended rules and regulations with respect to the Building and the Leased Premises. The Tenant shall not permit or suffer any overloading of the floors of the Building or the bringing into any part of the Building of any articles or fixtures that by reason of their weight or size might damage or endanger the structure of the Building.

(b) **Signs.** The Tenant shall not erect any sign or advertising material upon any part of the Building, including the Leased Premises, so as to be visible outside the Leased Premises, without the Landlord's prior written consent. Provided such Landlord's consent is given, all signage on or over the Leased Premises shall be supplied and installed by the Tenant at its expense, subject to municipal approval. At the expiry or earlier termination of this Lease, the Tenant shall remove at its expense any such signage which it may have installed and shall repair forthwith any damage caused by such removal.

6. INSURANCE

(a) **Landlord's Insurance.** The Landlord shall maintain a comprehensive policy of insurance with respect to the Building, which would be carried by reasonably prudent owners of properties similar to the Building, all as from time to time determined by insurance advisers selected by the Landlord. For greater certainty, the Tenant acknowledges that the Landlord is not obliged to insure the leasehold improvements in the Leased Premises.

(b) **Tenant's Insurance.** The Tenant shall, at its own expense, take out and keep in force during the Term and such other times as the Tenant is in possession of the Leased Premises or any part thereof:

- (i) General public liability insurance, which shall include coverage for personal injury, broad blanket contractual liability, owner's protective liability, all risks tenant's legal liability, bodily injury, death and properly damage, all on an occurrence basis with respect to the business carried on in the Leased Premises and the Tenant's use and occupancy of the Leased Premises and its use of any other part of the Building, with coverage for anyone occurrence or claim of not less than \$2,000,000, which insurance shall contain a severability of interest clause and a cross-liability clause;
- (ii) "all-risks" properly insurance covering the leasehold improvements, trade fixtures, and the furniture and equipment in the Leased Premises on a full replacement basis; and
- (iii) insurance against such other perils and in such amounts as the Landlord or any mortgagee of the Landlord or the Tenant may from time to time reasonably require on the basis that the required insurance is customary at the time in Mississippi Mills for tenants of buildings similar to the Building.

(c) **Form of Tenant's Insurance.** All insurance required to be maintained by the Tenant shall be on terms and with Insurers acceptable to the Landlord, acting reasonably. Each policy shall (a) contain a waiver by the insurer of any rights of subrogation or any other claim to which the insurer might otherwise be entitled against the Landlord or the agents or employees of the Landlord, (b) name the Landlord as additional named insureds, (c) be primary, non-contributory with and not excess of any insurance available to the Landlord, and (d) contain an undertaking by the insurer that no material change adverse to the Landlord or the Tenant will be made and the policy will not lapse or be cancelled or not be renewed, except after not less than 30 days' prior written notice to the Landlord. The Tenant shall furnish to the Landlord from time to time a certificate of insurance satisfactory to Landlord and shall not be permitted to take possession of the Leased Premises until such certificate of insurance had been delivered.

(d) **Insurance Cancellation or Increase.** The Tenant shall not do or omit to do or permit to be done or omitted to be done in the Leased Premises anything which would cause any policy of insurance on the Building to be subject to cancellation or non-renewal or which would cause an increase in the cost of any insurance which the Landlord is

obligated by this Lease to maintain. Notwithstanding any other remedies available to the Landlord under this Lease, the Tenant shall pay to the Landlord, forthwith upon demand, the amount of any such increase in cost.

7. **LIMITATION OF LIABILITIES**

(a) **Limitation of Landlord's Liability.** The Landlord shall not be liable nor in any way responsible for any death, injury, loss or damage to persons or property, indirect or consequential or economic loss, business losses, or damages for personal discomfort or inconvenience, which may be suffered by the Landlord, Tenant, or any other person, and which arises from or out of any occurrence or situation in, upon at or relating to the Building. With respect to any of the foregoing matters that may arise during the Term, the Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including without limitation legal fees) whatsoever, and this indemnification shall survive the expiration of the Term. Without in anyway limiting the generality of the foregoing, in no event shall the Landlord be liable for and the Tenant releases the Landlord from all claims or liabilities in respect of: (a) any damage which is caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or from the pipes or plumbing works, including the sprinkler system, thereof, or from any other place or quarter, or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or of sprinkler heads, or for any damage caused by anything done or omitted by any other tenant; (b) loss or damage, however caused, to money, securities, negotiable instruments, papers or other valuables of the Tenant; or (c) loss or damage for which the Tenant is required to carry insurance.

(b) **Indemnity of Landlord by Tenant.** The Tenant shall indemnify and save harmless the Landlord against and from any and all expenses, costs, damages, suits, actions or liabilities arising or growing out of any default by the Tenant hereunder, and from all claims and demands of every kind and nature made by any person or persons to or against the Landlord for all and every manner of costs, damages or expenses incurred by or injury or damage to such person or persons or his, her or their property. Which claims or demands may arise howsoever out of the use and occupation of the Leased Premises by the Tenant or any occupant authorized by the Tenant or any of the above-mentioned or his, her or their servants, agents, assistants, employees, invitees or other persons entering into the Building to go to the Leased Premises or any part thereof, and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.

(c) **Extended Meaning of "Landlord" and "Tenant".** For the purposes of every provision of this Lease which includes a release or indemnity, "Tenant" shall mean the Tenant, its servants, agents, assistants, employees, invitees and contractors, and "Landlord" shall mean the Landlord, his servants, agents, assistants, employees, invitees and contractors.

8. **REPAIR AND DAMAGE**

(a) **Landlord's Obligation.** The Landlord shall keep Facilities serving the Building in good, and reasonable repair consistent with the standards of comparable buildings in the immediate area of the Building, subject to reasonable wear and the provisions of this Lease. The Landlord shall be responsible to provide snow plowing / removal services.

(b) **Tenant's Obligation.** The Tenant shall at its sole expense maintain and keep the Leased Premises, and any leasehold improvements located in the Leased Premises, in good and substantial repair. The Tenant shall agree to adhere to the Municipality's request to keep a trickle of water running to prevent water mains and drains from freezing. The Tenant agrees to not dispose of any non liquid materials or objects through any drains within the building and shall be responsible for any plumbing service to remedy any such blockage stemming from failure to adhere to this obligation. The Tenant shall be responsible for any electrical repairs or replacement of any lighting fixtures, light bulbs, wiring, breakers, switches, switch plates, and or outlets within the interior and exterior of the building save from damage caused by rodents. The Tenant shall replace or repair, at its own expense, any and all damaged interior and exterior: glass, windows, window frames, doors, door frames, door handles, door opening or

closing mechanisms, latches, locks, door sills caused by any guests or staff of the Youth Centre. The Tenant agrees to not abuse the aforementioned items as not to cause stress on the structural integrity of the building.

(c) **Notice by Tenant.** The Tenant shall forthwith notify the Landlord of any accident, defect, damage or deficiency in any part of the Leased Premises or the Building which comes to the attention of the Tenant; provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided in this Lease.

(d) **Tenant to Leave Leased Premises in Good Repair.** The Tenant shall leave the Leased Premises and the leasehold improvements, at the expiration or other termination of the Term, in the condition and repair required of the Tenant under Subsection 8(b).

9. DAMAGE AND DESTRUCTION

(a) **Termination for Damage or Destruction.** The Landlord may terminate this Lease upon not less than thirty (30) days written notice given to the other party within ninety (90) days after the happening of damage or destruction of the nature described in this paragraph, and the Tenant shall immediately thereupon surrender the Leased Premises and this Lease to the Landlord and Rent shall be apportioned to the date of surrender. The foregoing rights of termination shall arise whether or not the Leased Premises are affected, but only if all of the Building, or any portion of the Building reasonably required for the proper operation of the Building, shall be damaged or destroyed by any cause to such extent that in the reasonable opinion of the Landlord, either: (a) the damage or destruction cannot, with the exercise of reasonable diligence be repaired, restored or rebuilt within a period of six (6) months after the happening of such damage or destruction; or (b) the reasonably estimated cost of repairing, restoring or rebuilding will exceed the insurance proceeds available to the Landlord for that purpose (except to the extent of any applicable deductible amount under such insurance).

(b) **Abatement.** If, as a result of any damage or destruction to the Leased Premises which the Landlord is obligated to repair under the provisions of this Lease, the Leased Premises are rendered in whole or in part unfit for use and occupancy by the Tenant, then during the period following the occurrence of such damage or destruction and ending upon the date on which the Landlord's repairs are completed sufficiently to enable the Tenant to commence its repairs. Rent shall abate in the same proportion as that part of the rentable area of the Leased Premises which is incapable of use is to the total rentable area of the Leased Premises; provided that there shall be no abatement of Rent if such damage or destruction is caused by the negligence or wilful misconduct of the Tenant or those for whom the Tenant is responsible at law.

(c) **No Claim by Tenant.** Except in respect of abatement of Rent as provided for in this Section, no claim for compensation or damages, direct or indirect shall be made by the Tenant by reason of the loss of use, inconvenience or otherwise arising from the necessity of repairing any portion of the Building however the necessity may arise.

10. TRANSFERS BY TENANT

(a) **Transfer by Tenant.** The Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises, or permit the use or occupancy of the whole or any part of the Leased Premises by any person other than the Tenant (each of the foregoing being referred to as a "Transfer" and each person to whom any such Transfer is made or proposed to be made being referred to as a "Transferee") without in each instance requesting and obtaining the prior written consent of the Landlord, which shall not be unreasonably withheld. The Landlord shall be entitled to withhold consent to assign or sublet arbitrarily where it exercises its right to termination pursuant to Subsection 10(c). The Tenant shall not mortgage, pledge, hypothecate or otherwise encumber all or any portion of its interest under this Lease.

(b) **Request for Consent.** Any request for consent of the Landlord to any Transfer shall be accompanied all information relating to the proposed Transfer which the Landlord may reasonably request. No consent of the Landlord to any Transfer shall release any obligation of the Tenant under this Lease and Tenant shall remain jointly

and severally liable with the Transferee to the Landlord. Consent to any Transfer shall not constitute consent to a subsequent Transfer. The Tenant shall pay to the Landlord all reasonable costs (including legal fees) incurred by the Landlord in connection with each request by the Tenant for consent to a Transfer. If any Transfer shall occur without the prior consent of the Landlord, the Landlord may, within ninety (90) days following the time that the Landlord receives actual notice of such a Transfer, terminate this Lease upon thirty (30) days written notice to the Tenant.

(c) **Consent, Refusal, or Termination.** Upon receipt of any request by the Tenant for consent to a proposed Transfer, the Landlord shall have the right to (a) refuse its consent (acting reasonably), (b) grant its consent (conditionally or unconditionally), or (c) terminate this Lease as to the whole or part, as the case may be, of the Leased Premises affected by such proposed Transfer. Landlord may only exercise such right of termination by written notice to the Tenant given within ten (10) days after receipt by the Landlord of the Tenant's request for consent, stipulating a termination date not less than thirty (30) days after the date of the giving of such notice of termination. In the event that the Tenant shall give to the Landlord, within five (5) days after receiving the Landlord's notice of termination, written notice that the Tenant is withdrawing its request for consent and is not proceeding with the proposed Transfer, then the Landlord's notice of termination shall be of no effect. The Tenant shall pay to the Landlord the Landlord's reasonable cost of all alterations required to convert the part of the Leased Premises required to be surrendered into self-contained premises capable of being separately leased and the Tenant shall be responsible for all alterations which are necessary in the remaining part of the Leased Premises being retained by the Tenant.

(d) **Change in Control.** If a tenant of the Leased Premises is a corporation, any direct or indirect change in the identity of the person(s) who exercised effective voting control of such corporation as of the date upon which such corporation became the Tenant (other than a change in control of a corporation whose shares are listed on any recognized public stock market or security exchange) shall be considered to be a Transfer for all purposes of this Lease.

11. **TRANSFER BYLANDLORD, SUBORDINATION AND ATTORNMENT**

(a) **Transfer by Landlord.** The Landlord may sell, assign, transfer, lease, mortgage, encumber or otherwise deal with the Building or any portion of it, or any interest of the Landlord therein, without the consent of the Tenant and, to the extent that any purchaser, assignee, transferee or lessee from the Landlord has become bound to observe the covenants and obligations of the Landlord under this Lease, the Landlord shall be relieved of liability upon such covenants and obligations.

(b) **Subordination and Attornment.** This Lease is subject and subordinate to every charge or mortgage now or hereafter affecting the Building or any part of it and, upon reasonable request of the Landlord, a mortgagee or a chargee, the Tenant shall promptly execute and deliver any instrument reasonably required whereby the Tenant shall (i) attorn to such mortgagee or chargee and be bound to it as its tenant of the Leased Premises upon the terms and conditions contained in this Lease, and/or (ii) postpone and subordinate this Lease to such charge or mortgage. If any such instrument requested by the Landlord, mortgagee or chargee under this Section is not returned to the Landlord within ten (10) days after its request therefor, the Landlord shall have the right and is hereby appointed by the Tenant as its agent and attorney for the purpose of executing any such instrument.

(c) **Estoppel Certificate.** Whenever requested by the Landlord, the Tenant shall certify in writing to the Landlord or as it may direct, any reasonably requested information pertaining to the performance by the Landlord and the Tenant of their respective obligations under this Lease. Any such statement may be conclusively relied upon by the Landlord and/or any purchaser, assignee, mortgagee, or chargee of the Landlord. If any such certificate requested by the Landlord is not returned to the Landlord within ten (10) days after its request therefor, the Landlord shall have the right and is hereby appointed by the Tenant as its agent and attorney to prepare and execute such certificate.

12. **ACCESS**

The Landlord shall be permitted to enter the Leased Premises to examine the state of the Leased Premises, provide services and maintenance, or to make repairs, alterations or improvements to the Leased Premises or the Building or any part of it. The Landlord shall also have the right to (i) enter upon the Leased Premises at all reasonable hours during the Term for the purpose of exhibiting the Leased Premises to any prospective purchaser or mortgagee, and (ii) to exhibit the Leased Premises at all reasonable hours during the last six (6) months of the Term or any renewal or extension of it, to prospective tenants. In exercising its rights hereunder, the Landlord shall use reasonable efforts to minimize interference with the Tenant's business operations in the Leased Premises, and the Tenant acknowledges that it shall not be entitled to compensation for any inconvenience, nuisance or discomfort caused thereby.

13. ALTERATIONS AND ADDITIONS

(a) **Landlord's Alterations.** The Landlord has at all time exclusive control of the Building and its management and operation, but not so as to deny the Tenant access to the Leased Premises except in an emergency. Without limiting the generality of the foregoing, the Landlord, at any time and from time to time and without compensation to the Tenant, may make alterations or additions to, or subtractions from, or changes in the location of, any part or parts of the Building other than the Leased Premises.

(b) **Leasehold Improvements.** The Tenant may, at its expense, make changes, alterations or improvements to the Leased Premises or the leasehold improvements therein, subject to the Landlord's prior written approval of (i) the Tenant's plans and specifications, (ii) all consultants retained by the Tenant for the design of all structural, plumbing, mechanical and electrical work within the Leased Premises, and (iii) all contractors and tradesmen. With respect to the foregoing, the Tenant shall, at its expense, be solely responsible for: (i) obtaining all necessary permits, consents and licenses for the work, (ii) maintaining sufficient insurance coverage during construction; and (iii) all of the Landlord's reasonable costs on account of the fees of any expert or consultant appointed to review the plans and specifications. Construction of any such improvements shall be performed in accordance with the plans and specifications submitted to and approved in writing by the Landlord. The Tenant shall comply with the provisions of the *Construction Lien Act* (Ontario), or any successor legislation, the Tenant shall immediately, at its own expense, cause it to be discharged and any registration of it vacated within a period of five (5) business days after written notice is given by the Landlord requiring the Tenant to do so. If the Tenant fails to observe any of the requirements of this Section, the Landlord may (at the Landlord's option in its sole and absolute discretion) require that construction stop and that the Leased Premises be restored to their prior condition at the Tenant's expense.

(c) **Removal of Leasehold Improvements.** All leasehold improvements (including carpeting and light fixtures) shall immediately upon their placement become the Landlord's property without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no leasehold improvements or trade fixtures shall be removed from the Leased Premises by the Tenant either during or at the expiry or earlier termination of the Term, except where required by the Landlord pursuant to this Lease or with the consent of the Landlord which consent may be unreasonably withheld. The Landlord may require the Tenant, at its sole expense, to remove such leasehold improvements as the Landlord shall require to be removed. The Tenant shall at its own expense repair any damage caused to the Building or the Leased Premises by the removal of the leasehold improvements and trade fixtures. If the Tenant does not remove its trade fixtures, furniture, equipment and inventory prior to the expiry or earlier termination of the Term, such trade fixtures, furniture, equipment and inventory shall, at the option of the Landlord, be deemed abandoned and become the property of the Landlord and may be removed and sold or disposed of by the Landlord in such manner as it deems advisable and the Tenant shall pay to the Landlord on demand all costs incurred by the Landlord, plus an administration fee of fifteen percent (15%) of the costs.

14. DEFAULT AND REMEDIES

(a) **Events of Default.** For purposes of this Lease, any of the following events shall constitute an "Event of Default":

- (i) the Tenant fails to pay any Rent when due under this Lease;

- (ii) the Tenant breaches or fails to keep, observe or perform any other of the terms, conditions, covenants, agreements of this Lease and shall fail to remedy the same within five (5) days after written notice from the Landlord;
 - (iii) any insurance policy on the Building or any part thereof is cancelled or is threatened by the insurer to be cancelled, or the coverage reduced in any way by the insurer by reason of the Tenant's use or occupation of the Leased Premises or any part of it for purposes not strictly included within the Permitted Use;
 - (iv) the Leased Premises, or a substantial part of it, are abandoned or become vacant and unoccupied and remain so for a period of at least fifteen (15) days without the prior written consent of the Landlord;
 - (v) the Tenant shall become bankrupt or insolvent;
 - (vi) any of the improvements, or fixtures, furniture, equipment or inventory in the Leased Premises or the interest of the Tenant therein or in this Lease or any business conducted in the Leased Premises shall be taken or attempted to be taken pursuant to any seizure, execution, attachment or similar process which may be issued against the Tenant;
 - (vii) a receiver, receiver and manager, custodian or any person having similar powers is appointed for all or a portion of the property or business of the Tenant; or
 - (viii) the Tenant makes a sale in bulk of any of its assets, other than a sale in bulk to any assignee or subtenant pursuant to a permitted assignment or subletting under this Lease.
- (b) **Remedies.** If any Event of Default has occurred, then without prejudice to any other rights which the Landlord has pursuant to this Lease or at law, the Landlord may, at its option, immediately:
- (i) terminate this Lease by written notice to the Tenant;
 - (ii) enter the Leased Premises as agent of the Tenant and relet the Leased Premises for whatever term and on such terms as the Landlord in its sole discretion may determine and receive the rent therefore and, as agent of the Tenant, take possession of any property of the Tenant in the Leased Premises, store such property at the expense and risk of the Tenant or sell or otherwise dispose of such property in such manner as the Landlord may see fit without notice to the Tenant. The Landlord may make reasonable alterations to the Leased Premises to facilitate their reletting, and apply the proceeds of any sale or reletting to the payment of any reasonable expenses incurred by the Landlord with respect to any such reletting or sale, to the payment of any indebtedness of the Tenant to the Landlord other than rent and to the payment of Rent in arrears. With the residue to be held by the Landlord and applied in payment of future Rent as it becomes due and payable. The Tenant shall remain liable for any deficiency to the Landlord;
 - (iii) without notice, remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and enter upon the Leased Premises for such purposes. The Landlord shall not be liable to the Tenant for any loss, injury or damage caused by the Landlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord the Landlord's reasonable expenses incurred in connection with remedying or attempting to remedy such default;
 - (iv) recover from the Tenant all damages and expenses incurred by the Landlord as a result of any breach by the Tenant including any rental deficiency; and/or
 - (v) recover from the Tenant the current month's Rent together with Rent for the next three (3) ensuing months, all of which shall immediately become due and payable to the Landlord.

(c) **Distress and Redemption.** Notwithstanding any provision of this Lease or any applicable legislation, none of the goods and chattels of the Tenant on the Leased Premises at any time during the Term shall be exempt from levy by distress for rent in arrears, and the Tenant waives any present or future limitation on the Landlord's right of distress. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

(d) **Remedies Generally.** Reference in this Lease to any particular remedy of the Landlord in respect of any default by the Tenant shall not preclude the Landlord from any other remedy in respect thereof whether available at law or in equity or by statute or expressly provided for herein. No remedy shall be exclusive or dependent upon any other remedy, such remedies being cumulative and not alternative.

(e) **Costs.** The Tenant shall pay to the Landlord all of the Landlord's reasonable costs of enforcing this Lease, including legal fees on a substantial indemnity basis, or with respect to any matter which is the Tenant's obligation hereunder, or in respect of which Tenant has agreed to insure or indemnify Landlord.

(f) **Survival of Obligations.** If the Tenant has failed to fulfil its obligations under this Lease, such obligations and the Landlord's rights in respect thereto shall remain in full force and effect, notwithstanding the expiration of the Term.

15. GENERAL PROVISIONS

(a) **Nuisance and Waste.** The Tenant shall not commit or permit any waste or damage to the Leased Premises, the Building or any leasehold improvements or trade fixtures therein, or create or permit any manner of use which is a nuisance or offensive or an annoyance to the Landlord or other occupants of the Building, including the creating of objectionable or offensive noises, vibrations or odours, and the Landlord shall determine, in its sole discretion whether such annoyance is being caused.

(b) **Compliance with Laws.** The Tenant shall, at its sole expense, promptly observe and comply with all statutes, laws, by-laws, ordinances, rules, or governmental regulations, directives, orders and requirements, which are applicable to the Leased Premises.

(c) **Notices.** Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Lease will be in writing and will be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax or other similar means of electronic communication, to the Tenant at the Leased Premises and to the Landlord at 467 Landswood way, Stittsville Ontario K2S 0A5. Any communication will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing, provided that such day in either event is a business day and the communication is faxed prior to 4:30 p.m. Otherwise, any fax communication will be deemed to have been given and made and to have been received on the next following business day. Any communication sent by mail will be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof, provided that no such communication will be mailed during any actual or apprehended disruption of postal services. Any communication given or made in any other manner will be deemed to have been given or made and to have been received only upon actual receipt. Any party may from time to time change its address under this section by written notice to the other party given in the manner provided by this section.

(d) **Registration of Lease.** The Tenant shall not register this Lease in whole or in part except as hereinafter provided. If the Tenant wishes to register a notice of this Lease, the Tenant may do so provided that the Landlord has first approved such notice and the Tenant pays all the Landlord's costs in respect of same. In the event of any conflict between the terms of this Lease and the terms of such notice or short form, the terms of this Lease shall prevail. The Tenant agrees that it will, at its expense, discharge and withdraw any such registration within thirty (30) days after the expiration or sooner termination of this Lease, and the Landlord is hereby appointed by the Tenant as its agent and attorney to prepare, execute and register any documentation required to affect same.

(e) **Planning Act.** It is an express condition of this Lease and the Landlord and Tenant so agree and declare that the provisions of the *Planning Act* (Ontario) be complied with.

(f) **Expropriation.** Both the Landlord and the Tenant agree to cooperate with each other in respect of any expropriation of all or any part of the Leased Premises or any other part of the Building, so that they may each receive the maximum award in the case of any expropriation to which they are respectively entitled at law.

(g) **Force Majeure.** If a party fails to perform or comply with any of its obligations under this Lease (other than an obligation to pay Rent when due), as a result of any cause beyond the reasonable control of such party and without fault of such party, such failure will not constitute a default under or breach of this Lease or give rise to any liability. The time for performing or complying with the obligation in question will be extended by a period equal to the period during which the cause which is beyond such party's control continues to prevent compliance; provided always that (except as may be expressly provided in this Lease) the Tenant shall not be entitled to any compensation for any inconvenience, or nuisance or discomfort thereby occasioned, or to cancel or terminate this Lease or to any abatement of Rent.

(h) **Entire Agreement.** This Lease constitutes the entire agreement between the parties pertaining to the subject matter of this Lease and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Lease (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Lease. No amendment of this Lease will be effective unless made in writing and signed by all parties to this Lease.

(i) **Waiver.** A waiver of any default, breach or non-compliance under this Lease is not effective unless in writing and signed by the party to be bound by the waiver, regardless of any acceptance of rent, or failure or delay in acting by a party in respect of any default, breach or non-compliance by the other party. A prior waiver by a party will not operate as a waiver of that party's rights under this Lease in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature). No act or thing done by the Landlord, its agents or employees during the Term shall be deemed an acceptance of a surrender of the Leased Premises. The delivery of keys to any of the Landlord's agents or employees shall not operate as a termination of this Lease or a surrender of the Leased Premises. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earlier stipulated Rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque, or payment as Rent, be deemed an accord and satisfaction, and the Landlord may accept such cheque or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy available to the Landlord.

(j) **Severability.** Any provision of this Lease which is found to be void or unenforceable will be ineffective to the extent of such invalidity or unenforceability and will be severed from the balance of this Lease, all without affecting the remaining provisions of this Lease.

(k) **Counterparts.** This Lease may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the Same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties. Any party providing its signature in such manner will promptly forward to the other party or parties an original of the signed copy of this Lease which was so faxed.

(l) **Governing Law.** This Lease will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

(m) **Successors and Assigns.** This Lease will enure to the benefit of, and be binding on, the parties and their respective heirs, administrators, executors, successors and permitted assigns.

(n) **Joint and Several.** If there is more than one person executing this Lease as Tenant, each such person is bound jointly and severally by the terms, conditions, covenants and agreements herein contained on the part of the Tenant.

(o) **Obligations as Covenants.** Each obligation of any party expressed in this Lease or the schedules hereto, even though not expressed as a covenant, is considered to be a covenant for all purposes. Any obligation of a party which is unfulfilled on the termination of this Lease shall survive until fulfilled.

(p) **Headings and Sections.** The division of this Lease into any articles, sections and paragraphs, and the insertion of any headings, are for convenience of reference only and will not affect the construction or interpretation of this Lease.

(q) **Further Assurances.** The Landlord and the Tenant covenant and agree that they will sign all documents and do all things that may be reasonably requested of them in order to give effect to the intentions of the parties as reflected in this Lease.

(r) **Time of Essence.** Time shall be of the essence of this Lease.

(s) **Tenant's Review of Lease.** The Tenant acknowledges and agrees that this Lease has been negotiated and approved by each of the Landlord and the Tenant and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either the Landlord or the Tenant by reason of the authorship of any provision contained in this Lease. Furthermore, the Tenant acknowledges and agrees that the Landlord has advised the Tenant to obtain legal advice to review this Lease prior to executing it.

IN WITNESS WHEREOF the parties have executed this Lease.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
_____)
Witness

Tenant

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
_____)
Witness

Landlord

SCHEDULE 'A'

FLOOR PLAN

SCHEDULE 'A'

SITE PLAN

SCHEDULE 'B'

DEFINITIONS

Whenever used in the Lease to which this Schedule is attached, the following terms will have the meanings set out below, unless the context requires otherwise:

"Additional Rent" means all amounts in addition to Basic Rent payable by the Tenant to the Landlord or any other person pursuant to this Lease.

"Basic Rent" means the rent payable pursuant to Section I of the Lease Summary and Subsection 3(b) of the Lease.

"Building" means the lands, together with any buildings, structures, parking facilities, or improvements erected there on from time to time, located at the municipal address set out in the Lease Summary,

"Commencement Date" shall be the date specified in the Lease Summary.

"Common Areas and Facilities" means those areas and facilities in or around the Building including, without limitation, the landscaped areas, public entrance doors, halls, public lobbies, passageways, sidewalks, service corridors, exit mezzanines, stairways, elevators, service ramps and common loading and receiving facilities and Common Use Equipment, and which are designated from time to time by the Landlord for the common use and enjoyment of the tenants in the Building, including the Tenant, and their agents, invitees, servants, employees and licensees, or for use by the public, but excluding rentable premises in the Building.

"Common Use Equipment" means all mechanical, plumbing, electrical and HVAC equipment, pipes, ducts, wiring, machinery and equipment and other integral services, utility connections and the like providing services for the use and enjoyment of the tenants in the Building.

"Event of Default" has the meaning ascribed to such term in Subsection 14(a) hereof.

"Fixturing Period" has the meaning ascribed to such term in Section G of the Lease Summary.

"Landlord" means the person(s) named as such in the Lease and, unless the context requires otherwise, includes its employees, licensees and invitees, contractors, other persons for whom it is in law responsible, or its successors and assigns.

"Lease" means this lease, including all schedules, as it may be amended from time to time.

"Lease Summary" means the statement of terms upon which the parties have agreed as set out at the beginning of this Lease.

"Leased Premises" means that part of the Building demised to the Tenant under this Lease consisting of the approximate rentable area set out in Section D of the Lease Summary and as approximately depicted in *Schedule 'A'* attached hereto.

"Operating Costs" means the total, without duplication, of all costs and expenses incurred, by or on behalf of the Landlord for the maintenance, repair, replacement, operation, supervision, administration and management of the Building, calculated in accordance with Generally Accepted Accounting Principle ("GAAP"). The following shall not be included in Operating Costs or the Tenant's Proportionate Share of Operating Costs, as applicable:

- (a) any costs or expense of a capital nature other than depreciation or amortization of such costs as permitted by GAAP;
- (b) the cost of repairs and replacements of the Building or portions thereof, made necessary as a result of inherent structural defects or weaknesses;
- (c) net proceeds actually recovered by the Landlord from its insurance policies for damage to the extent the cost of repair of such damage is included in Operating Costs; and

- (d) all actual costs of utilities or other items that have been paid directly by the Tenant pursuant to this Lease or that have been paid by any other tenant pursuant to any other Lease with respect to other premises within the Building.

"Permitted Use" means the use of the Leased Premises by the Tenant which is provided for in the Section H of the Lease Summary.

"Rent" means all Basic Rent and Additional Rent.

"Sales Taxes" means all business transfer, multi-stage sales, sales, use, consumption, value-added, or other similar taxes imposed by the Government of Canada or any provincial or local government upon the Landlord, or the Tenant or in respect of this Lease, or the payments made by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder."

"Security Deposit" means the amount specified in Section M of the Lease Summary.

"Taxes" means all taxes, rates, duties, levies and assessments whatsoever, whether general or special, imposed from time to time by any federal, provincial, municipal, school, or other taxing authority, including without limitation any tax imposed upon the Landlord or any owner or manager of the Building in respect of: all or any part of the Building, any use or occupancy of the Building, any business being in the Building, or any costs and fees incurred by the Landlord in verifying the reasonableness of or contesting any of the same in good faith. If any new tax shall be levied or imposed with respect to the Building then any such new tax or levy shall be deemed to be included in Taxes. "Taxes" for which the Tenant is responsible under this Lease shall not include: income or profit taxes upon the income of the Landlord to the extent such taxes are not levied in lieu of the first above-mentioned taxes, rates, duties, levies and assessments. Where Taxes are assessed and payable with respect to the Building as a whole, the Tenant shall be liable for the payment of its Proportionate Share of such Taxes pursuant to this Lease. Where Taxes are assessed payable with respect only to the Leased Premises, the Tenant, or the Tenant's activities, the Tenant shall be liable for the payment of all such Taxes pursuant to this Lease. If by reason of any act, election or religion of the Tenant, or any subtenant or licensee of the Tenant, or any occupant of the Leased Premises, all or any part of the Leased Premises is assessed for the support of separate schools, the Taxes payable by Tenant pursuant to this Lease shall include the entire amount by which taxes payable in respect of the Leased Premises or the Building exceed those that would have been payable if all the Leased Premises had been assessed for the support of public schools.

"Tenant" means the person(s) named as such in this Lease and, except with respect to its financial obligations or if the context requires otherwise, includes its employees, licensees and invitees, contractors, other persons for whom it is in law responsible, or its successors and assigns.

"Tenant's Work" means all work required for the finishing of the Leased Premises for the Permitted Use, at the Tenant's sole expense and in accordance with the Tenant's drawings and specifications which require the written approval of the Landlord.

"Tenant's Proportionate Share" means the fraction, the numerator of which is the rentable area of the Leased Premises and the denominator of which is the rentable area of the Building.

"Term" means the period of time specified in Section E of the Lease Summary, unless terminated earlier pursuant to the provisions of this Lease.

SCHEDULE 'C'

RULES & REGULATIONS

NO NUISANCE	The Tenant will not perform acts or carry on any practice which may injure the Building or the Leased Premises and shall keep the interior of the Leased Premises reasonably clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises and arrange for the regular removal of such trash and garbage. The Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas, sidewalks or areaways adjacent to the Leased Premises, or overload any floor in the Leased Premises. The Tenant shall forthwith upon request by the Landlord discontinue any acts or practices in violation of this clause and repair any damage or injury to the Buildings or the Leased Premises caused thereby.
KEEP PREMISES CLEAN	The Tenant will at all times keep the Leased Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction and shall keep the interior and exterior surfaces of all glass area of the windows and doors of the Leased Premises clean.
NO NOISE OR ODOURS	The Tenant shall not cause or permit any objectionable noises or odours
NO OBSTRUCTIONS	The Tenant shall not obstruct, encumber or use for any purpose other than ingress or egress to and from the Leased Premises, the common areas, sidewalks or anywhere within the Building and shall not sell, advertise or conduct business anywhere within the Building other than in the Leased Premises. In its use of the service concourse, the Tenant shall not obstruct the use thereof by other tenants and at no time shall park or allow its agents or employees to park vehicles therein except for the purpose of and during loading and unloading.
HIGH STANDARDS	The Tenant shall not conduct merchandising display or advertising in connection with its business except in a dignified manner and in conformity with the highest standards of practice amongst stores dealing in the same or similar merchandise.
NO AUCTIONS	No auction, fire, bulk or bankruptcy sale shall be conducted on the Leased Premises nor shall any special sale or sales be carried on therein other than such as are incidental to the normal routine of the Tenant's business.
NO HARMFUL PRACTICES	Any business conductor practice carried on or maintained by the Tenant which may harm the business or reputation of the Landlord or reflect unfavourably on the Building, the Landlord or other tenants or which might confuse or mislead the public shall be immediately discontinued by Tenant at the request of the Landlord.
FURTHER RULES	The Tenant will observe such other and further reasonable rules and regulations as the Landlord, acting reasonably, may make pertaining to the operation, maintenance, reputation, safety, care or cleanliness of the Building, the Leased Premises, Or the equipment therein, the use of common areas and facilities, hours of business and lighting of Leased Premises and other matters, provided such rules and regulations are reasonable and consistent with the provisions of this Lease. The Landlord shall have the right from time to time to change such rules and regulations and shall not be responsible to the Tenant for the non-observance or violation of any such rules and regulations by any other tenant or any person.
NO LODGING	The Tenant shall not use the Leased Premises for lodging or sleeping.
"TENANT" INCLUDES EMPLOYEES	Any reference in this <i>Schedule 'C'</i> to the "Tenant" shall include, where the context allows, the servants, employees, agents, invites and licensees of the Tenant and all others over whom the Tenant might reasonably be expected to exercise control.

SCHEDULE 'D'

SPECIAL PROVISIONS

Additional Clauses:

1. **Alarms.** The Tenant shall be responsible at its sole expense for any fees, penalties or fines imposed by any governmental authority, including without limitation fire, paramedic, police, and municipal services, in respect of alarms at the Leased Premises.