



Council Minutes

17th Meeting of City Council
October 17, 2023, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira

Absent: S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman K. Dickins, D. Escobar, P. Kokkoros, S. Mathers, H. McNeely, J. Paradis, K. Scherr, M. Schulthess, C. Smith

Remote Attendance: E. Bennett, B. Card, C. Cooper, J. McGonigle, K. Murray, B. Somers, B. Warner

The meeting is called to order at 1:03 PM; it being noted that Councillor P. Van Meerbergen was in remote attendance.

1. Disclosures of Pecuniary Interest

Councillor S. Franke discloses a pecuniary interest in item 6, clause 4.2 of the 25th Report of the Strategic Priorities and Policy Committee, having to do with the Consideration of Appointments to the London Transit Commission, by indicating that her brother is an applicant.

Councillor P. Van Meerbergen discloses a pecuniary interest in item 7, clause 3.5 of the 16th Report of the Planning and Environment Committee, having to do with 50 King Street and 399 Ridout Street, by indicating that his immediate family resides in area of the properties.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: C. Rahman

Seconded by: D. Ferreira

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Arts" Category (6.1/15/CPSC)

4.2 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Age Friendly" Category. (6.2/15/CPSC)

4.3 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Sports" Category. (6.3/15/CPSC)

4.4 Education/Training Session

A matter pertaining to the education and training of Council Members by the Integrity Commissioner for the City of London which does not deal with any matter in a way that materially advances the business or decision-making of the Council or Standing Committee. (6.1/24/SPPC)

4.5 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers or employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals related to 689 Oxford Street West at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/16/PEC)

4.6 Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of office space by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/17/CSC)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

That Council convenes In Closed Session, from 1:09 PM to 1:20 PM.

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

Motion made by: P. Cuddy
Seconded by: H. McAlister

That the Minutes of the 15th Meeting held on September 26, 2023 and the 16th Special Meeting held on October 5, 2023, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: C. Rahman
Seconded by: H. McAlister

That the communications, with respect to the following, BE RECIEVED and BE REFERRED as noted on the Council Added Agenda:

- 6.1 1236 Southdale Road (Z-9634)
- 6.3 Urban Design Peer Review Panel
- 6.4 Deferred Matters List

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Motion made by: C. Rahman

Seconded by: H. McAlister

That the communications, with respect to the following, BE RECIEVED and BE REFERRED as noted on the Council Added Agenda:

6.2 50 King Street and 399 Ridout Street (OZ-9622)

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (13 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 15th Report of the Community and Protective Services Committee

Motion made by: E. Pelozza

That the 15th Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 9th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelozza

That the 9th Report of the Animal Welfare Community Advisory Committee, from its meeting held on September 7, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Capital Needs at City of London Golf Courses

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated October 4, 2023, related to Capital Needs at City of London Golf Courses:

- a) the Recreation and Sport Division, Neighbourhood and Community-Wide Services BE AUTHORIZED to draw from the Golf Course Reserve Fund to complete required capital needs;
- b) the funding BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report; and,
- c) the Civic Administration BE AUTHORIZED to undertake all actions necessary to complete required capital needs. (2023-R05D)

Motion Passed

4. (2.3) Canada-Ontario Community Housing Initiative and Ontario Priorities Housing Initiative Approval of Ontario Transfer Payment Agreement (Relates to Bill No. 371)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report, dated October 4, 2023, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to:

- a) approve the Ontario Transfer Payment Agreement, as appended to the above-noted by-law, between His Majesty the King in right of Ontario as represented by The Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) authorize the Deputy City Manager, Planning and Economic Development to approve any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;
- d) authorize the Mayor and the City Clerk to execute any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and,

e) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute any reports and Investment Plan required under the above-noted Agreement. (2023-F11)

Motion Passed

5. (4.1) Alignment of Rent Supplement and Housing Allowance Programs to a Portable Benefit System

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager of Social and Health Development, the following actions be taken with respect to the staff report, dated October 4, 2023, related to the Alignment of Rent Supplement and Housing Allowance Programs to a Portable Benefit System:

- a) the Civic Administration BE AUTHORIZED to implement the recommendations of the Rent Supplement System Final Report, as appended to the above-noted staff report, subject to legislative authority and contractual obligations with the Province of Ontario;
- b) the Civic Administration BE DIRECTED to continue to gather input from internal and external partners, including people with lived experience, and to report back to the Community and Protective Services Committee annually about program implementation progress; and,
- c) the Deputy City Manager, Social and Health Development, or delegate, BE AUTHORIZED to reallocate existing Municipal, Provincial or Federal funding from one Portable Housing Benefit priority household group to another priority group as necessary. (2023-S11)

Motion Passed

8.2 14th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 14th Report of the Civic Works Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation

Motion made by: C. Rahman

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 4, 2023, related to Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation:

- a) the engineering fees for AECOM Canada Ltd. BE INCREASED to recognize the additional scope of work for the RFP20-29 - Consulting Services for Rapid Transit and Infrastructure Improvements - Wellington Gateway project in accordance with the estimate on file, by \$288,834 (excluding HST), from \$6,490,902 to a total upset amount of \$6,779,736 in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the engineering fees for Dillon Consulting Ltd. BE INCREASED to recognize the additional scope of work for the RFP20-28 Consulting Services for Rapid Transit and Infrastructure Improvements - East London Link project in accordance with the estimate on file, by \$267,881 (excluding HST), from \$6,113,853 to a total upset amount of \$6,381,734 in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-T04)

Motion Passed

3. (2.2) SS-2023-232 Single Source Purchase Hydro Excavator

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated October 4, 2023, related to SS-2023-232 Single Source Purchase Hydro Excavator:

- a) approval BE GIVEN to execute a Single Source purchase in accordance with Section 14.4(g) of the City of London's Procurement of Goods and Services Policy;
- b) the single Source negotiated price BE ACCEPTED to purchase (1) Vactor Truvac HXX Hydro Excavator for a total estimated price of \$739,804.00 (excluding HST) from Joe Johnson Equipment Inc., 2521 Bowman St., Innisfil, Ontario, L9S 3V6;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(g) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V01)

Motion Passed

4. (2.3) SS-2023-247 Single Source Contract Snow Plow Blade Parts

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated October 4, 2023, related to SS-2023-247 Single Source Contract Snow Plow Blade Parts:

- a) approval BE GIVEN to exercise the single source provisions of the Procurement of Goods and Services Policy under sections 14.4 (d) and (e) to contract with Valley Blades Ltd. 435 Philip Street, Waterloo Ontario for the supply and delivery of Snow Plow Blades, parts and accessories on City owned equipment for a one (1) year contract with an option to renew for four (4) additional years;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this contract; and,
- c) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2023-V02)

Motion Passed

5. (4.1) Joining the Smart Commute Program (Relates to Bill No. 370)

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 4, 2023, related to Joining the Smart Commute Program:

- a) the above-noted staff report BE RECEIVED;
- b) the by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023, to:
 - i) approve the Memorandum and Understanding between The Corporation of the City of London and the Smart Commute Association, substantially in the form as appended to the above-noted staff report; and,
 - ii) authorize the Mayor and the City Clerk to execute any document to give effect to the above-noted authorization;
- c) the Civic Administration BE DIRECTED to finalize arrangements with RideShark for the provision of the Integrated Mobility Tool, used by members of the Smart Commute Program to support program services, following the procedures set out in the Procurement of Goods and Services Policy; and,
- d) the Civic Administration BE DIRECTED to launch the Smart Commute London program in the fall of 2023. (2023-T10)

Motion Passed

8.3 24th Report of the Special Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 24th Report of the Special Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

8.4 25th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 25th Report of the Strategic Priorities and Policy Committee, excluding item 6 (4.2), item 7 (4.3), and item 8 (4.4), BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

Councillor S. Franke discloses a pecuniary interest in Item 4.2, having to do with appointments to the London Transit Commission by indicating that her brother is an applicant.

Motion Passed

2. (2.1) City of London Strategic Financial Framework

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following action be taken:

a) the City of London Strategic Financial Framework, as appended to the staff report dated October 10, 2023 as "Appendix A", BE APPROVED; and

b) the Civic Administration BE DIRECTED to make the Strategic Financial Framework available on the City's website.

Motion Passed

3. (2.2) Core Area Ambassador Pilot Program Review

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to a proposed strategy for the Core Area in alignment with the 2023-2027 City of London Strategic Plan:

- a) the staff report dated October 10, 2023, entitled "Core Area Ambassador Pilot Program Review" BE RECEIVED; and
- b) the Core Area Ambassador Pilot Program BE CONCLUDED at the end of 2023.

Motion Passed

4. (2.3) 6th Report of the Governance Working Group (Relates to Bill No. 375)

Motion made by: S. Lewis

That the following actions be taken with respect to the 6th Report of the Governance Working Group from its meeting held on September 25, 2023:

- a) the following actions be taken with respect to the draft Electronic Meeting Participation Policy:
 - i) the above-noted draft policy, as appended to the Governance Working Group agenda, BE APPROVED; and,
 - ii) the ~~attached~~ proposed by-law to enact the aforementioned policy BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023;
- b) the following actions be taken with respect to the 2023 Governance Working Group Deferred Matters List:
 - i) the Civic Administration BE DIRECTED to bring forward to the Strategic Priorities and Policy Committee revisions to the Selection Process Policy for Appointing Members to Committee, Civic Boards and Commissions and the Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy to enact the following:
 - A) the requirement to fully complete the selections for appointments of Council Members to standing committees during the selection voting process; and,
 - B) the requirement for members to fully complete the submission form(s) for consideration of appointments to standing committees;
 - ii) the above-noted Deferred Matters List BE RECEIVED; and
- c) clauses 1.1 and 5.1 BE RECEIVED for information.

Motion Passed

5. (4.1) 2023 Corporate Asset Management Plan

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to 2023 Corporate Asset Management Plan:

a) the report and the “2023 Corporate Asset Management Brochure” as appended to the staff report dated October 10, 2023 as Appendix “A” BE RECEIVED for information; and

b) the “2023 Corporate Asset Management Plan”, as appended to the staff report dated as Appendix “B”, BE APPROVED; it being noted that the Strategic Priorities and Policy Committee received a presentation with respect to this matter.

Motion Passed

6. (4.2) Consideration of Appointments to the London Transit Commission

Motion made by: S. Lewis

That the following BE APPOINTED to the London Transit Commission for the term ending November 14, 2026:

- Jacqueline Madden
- David Little

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and D. Ferreira

Nays: (1): S. Trosow

Recuse: (1): S. Franke

Absent: (1): S. Hillier

Motion Passed (12 to 1)

7. (4.3) Lobbyist Registrar

Motion made by: S. Lewis

That the Strategic Priorities and Policy Committee receive a communication dated October 10, 2023 from Councillors D. Ferreira and S. Franke with respect to the Lobbyist Registrar.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: D. Ferreira

Seconded by: S. Franke

That the Civic Administration BE DIRECTED to conduct a review and present a report on the feasibility, purpose, and associated expenses of implementing a mandatory municipal lobbyist registry. The review should encompass the establishment of a publicly accessible electronic portal for tracking lobbying activities within the municipality, the appointment of a registrar responsible for overseeing the registry, registration rules, potential exemptions, penalties, fines, enforcement mechanisms, and general provisions related to lobbying regulations;

Yeas: (6): H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (8): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and E. Pelozza

Absent: (1): S. Hillier

Motion Failed (6 to 8)

8. (4.4) Establishing Homes Ontario

Motion made by: S. Lewis

That the following actions be taken with respect to correspondence from T. Kernaghan:

a) the correspondence from T. Kernaghan, Member of Provincial Parliament, London North Centre dated October 1, 2023 and entitled "Establishing Homes Ontario" BE RECEIVED;

b) the Government of Ontario BE ADVISED that the Municipal Council of The Corporation of the City of London supports the house debate of the following motion "that, in the opinion of this House, the Government of Ontario should establish and fund a new public agency called Homes Ontario to finance and build 250,000 new affordable and non-market homes on public land over ten years, to be operated and/or constructed by public, non-profit or co-op housing providers"; and

c) that this matter also BE REFERRED to the Association of Municipalities of Ontario (AMO) for consideration.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (4): P. Cuddy, S. Stevenson, J. Pribil, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (10 to 4)

At 2:04 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 2:07 PM, His Worship Mayor J. Morgan resumes the Chair.

8.5 16th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 16th Report of the Planning and Environment Committee, excluding item 7 (3.5) and item 8 (4.1), BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Delegation of Authority - Part Lot Control (Relates to Bill No. 374)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend By-law CP-17 being "A by-law to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act" to delegate the authority to pass by-laws to exempt all, or parts of, registered plans of subdivision from part-lot control. (2023-D25)

Motion Passed

3. (3.1) 10th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the following actions be taken with respect to the 10th Report of the Ecological Community Advisory Committee, from its meeting held on September 21, 2023:

- a) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property located at 2473 Oxford Street West BE FORWARDED to the Civic Administration for review and consideration;
- b) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property located at 465 Sunningdale Road West BE FORWARDED to the Civic Administration for review and consideration;
- c) the appointment of S. Miklosi BE RESCINDED from the Ecological Community Advisory Committee due to lack of attendance; and,
- d) clauses 1.1, 3.1 to 3.4, inclusive, 5.1 to 5.3, inclusive, 5.5 and 5.6, 6.1 to 6.5, inclusive, BE RECEIVED for information.

Motion Passed

4. (3.2) 3480 Morgan Avenue (OZ-9100 / 39T-22503) (Relates to Bill No. 377)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 3480 Morgan Avenue:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Community Shopping Area Special Provision (h*h-11*h-63*h-82*h-95*h-100*h-105*h-135(CSA5(3)) Zone and a Holding Community Shopping Area Special Provision Zone (h*h-11*h-63*h-82*h-95*h-100*h-105*h-138(CSA5(3)) TO a Holding Residential R9 Special Provision (h*R9-4(_)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-54*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h*54*h-198(R9-7(_)-CSA5(3)) Zone; Holding Residential R9 Special Provision/ Community Shopping Area Special Provision (h*h*54*h-198(R9-7(_)/CSA5(3)) Zone; and an Open Space (OS1) BE REFUSED for the following reason:

i) a couple of additional holding provisions are considered necessary to address a range of planning and servicing issues associated with the proposed development;

b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Community Shopping Area Special Provision (h*h-11*h-63*h-82*h-95*h-100*h-105*h-135(CSA5(3)) Zone and a Holding Community Shopping Area Special Provision Zone (h*h-11*h-63*h-82*h-95*h-100*h-105*h-138(CSA5(3)) TO a Holding Residential R9 Special Provision (h*h-11*h-100*h-105*h-198(R9-4(_)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-11*h-54*h-100*h*105*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-11*h-54*h-100*h-105*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/ Community Shopping Area Special Provision (h*h-11*h-54*h-100*h-105*h-198(R9-7(_)/CSA5(3)) Zone; and an Open Space (OS1);

c) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application by Sifton Properties Limited, relating to lands located at 3480 Morgan Avenue;

d) the Site Plan Approval Authority BE REQUESTED to consider the provision of short-term public bicycle parking in the development of each block through the site plan process; and,

e) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by Sifton Properties Limited (File No. 39T-22503), prepared by Archibald, File No. 8-L-5709-A, March 17th 2022, which shows a draft plan of subdivision consisting of one (1) Medium Density Residential Blocks, three (3) Mixed-Use Blocks and one (1) Park Block and two new streets (Street A and B) SUBJECT TO conditions;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- L. Clark, Sifton Properties Limited;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Shopping Area Place Type, City Building and Design, Our Tools, and all other applicable The London Plan policies; and,
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

5. (3.3) 1236 Southdale Road East (Z-9634) (Relates to Bill No. 378)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Aun Holdings Inc., relating to the property located at 1236 Southdale Road East:

- a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-10) Zone TO a Holding Residential R5 Special Provision (h-17*R5-7(_)) Zone and Open Space (OS5) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) design the side elevation of the corner units that are facing the driveway and the amenity space with enhanced detail, such as wrap-around porches and a similar number of windows as is found on the front elevation to offer reasonable level of passive surveillance throughout the site;
 - ii) consider moving the garbage bins away from the view of the public street. If garbage bins cannot be moved to another location, provide all-season landscaping to screen the bins from the street and to provide a visual interest;
 - iii) provide details for the patio wall/enclosure. Ensure the patio walls/enclosures are of minimum required heights and provide all-season landscape buffers with clear sight lines to delineate the public and private realm along the street frontages and around the internal parking area;
 - iv) a 1.5 metre access aisle is required with the barrier-free parking stall in accordance with the Site Plan Control By-law; and,
 - v) the provision of short-term public bicycle parking in the development;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- M. Davis, Siv-ik Planning and Design;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

6. (3.4) Amendment to Increase Additional Residential Unit Permissions (OZ-9651) (Relates to Bills No. 372 and 379)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with respect to the Official Plan and Zoning By-law requirements for additional residential units, the following actions be taken:

- a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 TO AMEND the Official Plan for the City of London, 2016, to change the maximum permitted Additional Residential Units within single detached dwellings, semi-detached dwellings or street townhouse dwellings FROM a maximum of two additional residential units permitted TO a maximum of three additional residential units permitted;
- b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 TO AMEND Zoning By-law No. Z.-1, (in conformity with the City of London Official Plan, 2016, as amended in part a) above); and,
- c) the Civic Administration BE DIRECTED to remove the bedroom limit city-wide, except Near Campus Neighbourhoods, and report back on possible limits to Near Campus Neighbourhoods (NCN); it being noted that the Civic Administration has been directed to undertake a review of the current five-bedroom limit and to report back at a future meeting of the Planning and Environment Committee;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 6, 2023 from H. Schreff, London Hydro; and,
- a communication dated September 15, 2023 from A. Laverty, Upper Thames River Conservation Authority;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- M. Wallace, London Development Institute;
- J.M. Fleming, City Planning Solutions, on behalf of Copp Realty Corp.;
- E. Poirier, University Students Council, Western University;
- S. Levin; and,
- J. Lepri;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the general intent of The London Plan, including, but not limited to the Neighbourhoods Place Type, Policy 942; and,
- the recommended amendment supports Council's commitment to increase housing supply and affordability;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Motion Passed

9. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Deferred Matters List dated September 26, 2023 BE REFERRED to the October 17, 2023 Council meeting for a decision.

Motion Passed

7. (3.5) 50 King Street and 399 Ridout Street (OZ-9622) (Relates to Bills No. 373 and 380)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 50 King Street London Limited, relating to the property located at 50 King Street & 399 Ridout Street North:

- a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend the Official Plan for the City of London, 2016, to create a specific area policy in the Downtown Place Type at 50 King Street & 399 Ridout Street to permit increased height of fifty three (53) storeys and by ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan;
- b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, The London Plan, as amended in part (a) above, to change the zoning of the subject property FROM a Community Facility/Downtown Area (CF1/DA2*D350*H15) Zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) Zone TO a holding Downtown Area

Special Provision (h-5*h-18*h-103*h-149*h-207*h-()*DA2()*D1250*H186) Zone; an Open Space (OS4) Zone and an Open Space Special Provision (OS2()) Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following matters through the site plan process:

- i) provide a publicly-accessible, barrier-free path of travel from Ridout Street North to the Thames Valley Parkway and Ivey Park;
- ii) provide building entrances from the residential lobbies to King Street;
- iii) provide a minimum transparent glazing on the ground floor of 25% on abutting King Street for Tower 2, a minimum of 40% abutting King Street for Tower 1, and a minimum of 60% abutting Ridout Street North for Tower 1;
- iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing;
- v) implement mitigation measures recommended from the wind study to minimize the impacts of wind on outdoor amenity areas and pedestrian areas;
- vi) provide a minimum 1.0m stepback of the podium above the third floor for Tower 1: adjacent to the existing courthouse, along Ridout Street North, and along King Street;
- vii) provide a Building Condition Assessment and Strategic Conservation Plan;
- viii) implement construction monitoring for archaeological resources;
- ix) provide and implement a Temporary Protection Plan prior to and during construction, to evaluate impacts on the existing heritage buildings;
- x) provide a Commemoration Plan to recognize the historic significance of the site through cultural heritage interpretative signage, features, and other design elements.
- xi) provide parking underground and ensure there are no blank walls associated with the parking structure; and,
- xii) provide landscaped terracing towards and along Ivey Park that addresses the change in grade and provides for active uses; and,

d) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 22, 2023, from J. Lownie;
 - a communication dated September 27, 2023, from J. Hall;
 - a communication dated September 28, 2023, from N. Knight;
 - a communication dated September 27, 2023, from J. Potter;
 - a communication dated September 26, 2023, from B. and J. Timney;
 - a communication from J. and B. Earley;
 - a communication dated September 28, 2023, from J. Donnelly;
- and,
- a communication dated September 28, 2023, from D. Erskine;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- S. Allen, MHBC Planning;
- C. Quintyn;
- B. Earley;

- S. Levin;
- C. Spina;
- J. Fontana;
- A-M. Valastro;
- J-M. Metrailler;
- J. Easton;
- J.M. Fleming;
- D. Erskine;
- J. Donnelly;
- S. Britt;
- S. Bentley;
- Martin;
- J. Jacobson;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Key Direction, Downtown Place Type and Criteria for Specific Policies; and,
- the recommended amendment facilitates the development of a prominent site within the Downtown, Built Area Boundary and Primary Transit Area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion made by: S. Franke

Seconded by: A. Hopkins

That part c) of the clause BE AMENDED with respect to parts iv), and the addition of parts xiii) and xiv), as follows:

iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing, and request the applicants' ornithological report from their ornithologist consultant regarding bird friendly practices BE CIRCULATED to the appropriate advisory committee for review and feedback;

xiii) implement a robust solar installation along tops of Towers and include a minimum of 5% EV charging stations in underground parking; and

xiv) ensure a level of LEED or similar green certification is achieved; and

Motion made by: S. Lewis

Seconded by: S. Stevenson

That part c) of the clause BE FURTHER AMENDED with respect to part iv):

iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing, as consistent with the London Plan section 304;

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelosa

Nays: (3): S. Trosow, A. Hopkins, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (10 to 3)

Motion made by: S. Franke

Seconded by: S. Lewis

That part c) of the clause BE AMENDED with respect to parts iv), and the addition of parts xiii) and xiv), as follows:

iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing, as consistent with the London Plan section 304;

xiii) implement a robust solar installation along tops of Towers and include a minimum of 5% EV charging stations in underground parking; and

xiv) ensure a level of LEED or similar green certification is achieved; and

Yeas: (8): Mayor J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, A. Hopkins, S. Franke, and E. Pelosa

Nays: (5): P. Cuddy, S. Stevenson, C. Rahman, S. Lehman, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (8 to 5)

Motion made by: D. Ferreira

Seconded by: S. Trosow

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

A matter pertaining to solicitor-client privilege with respect to 50 King Street and 399 Ridout Street.

Yeas: (9): Mayor J. Morgan, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, and D. Ferreira

Nays: (4): H. McAlister, S. Lewis, S. Franke, and E. Pelosa

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (9 to 4)

That Council convenes In Closed Session, from 2:43 PM to 3:05 PM.

Motion made by: S. Lewis

Seconded by: S. Franke

That item 7 (3.5), as amended, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and E. Pelosa

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 2)

At 3:25 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 3:29 PM, His Worship Mayor J. Morgan resumes the Chair.

Item 7, clause 3.5, as amended, reads as follows:

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 50 King Street London Limited, relating to the property located at 50 King Street & 399 Ridout Street North:

a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend the Official Plan for the City of London, 2016, to create a specific area policy in the Downtown Place Type at 50 King Street & 399 Ridout Street to permit increased height of fifty three (53) storeys and by ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan;

b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, The London Plan, as amended in part (a) above, to change the zoning of the subject property FROM a Community Facility/Downtown Area (CF1/DA2*D350*H15) Zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) Zone TO a holding Downtown Area Special Provision (h-5*h-18*h-103*h-149*h-207*h-()*DA2()*D1250*H186) Zone; an Open Space (OS4) Zone and an Open Space Special Provision (OS2()) Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following matters through the site plan process:

i) provide a publicly-accessible, barrier-free path of travel from Ridout Street North to the Thames Valley Parkway and Ivey Park;

ii) provide building entrances from the residential lobbies to King Street;

iii) provide a minimum transparent glazing on the ground floor of 25% on abutting King Street for Tower 2, a minimum of 40% abutting King Street for Tower 1, and a minimum of 60% abutting Ridout Street North for Tower 1;

iv) utilize visual markers, etched or stained glass to provide bird-

- friendly glazing, as consistent with the London Plan section 304;
- v) implement mitigation measures recommended from the wind study to minimize the impacts of wind on outdoor amenity areas and pedestrian areas;
 - vi) provide a minimum 1.0m stepback of the podium above the third floor for Tower 1: adjacent to the existing courthouse, along Ridout Street North, and along King Street;
 - vii) provide a Building Condition Assessment and Strategic Conservation Plan;
 - viii) implement construction monitoring for archaeological resources;
 - ix) provide and implement a Temporary Protection Plan prior to and during construction, to evaluate impacts on the existing heritage buildings;
 - x) provide a Commemoration Plan to recognize the historic significance of the site through cultural heritage interpretative signage, features, and other design elements.
 - xi) provide parking underground and ensure there are no blank walls associated with the parking structure; and,
 - xii) provide landscaped terracing towards and along Ivey Park that addresses the change in grade and provides for active uses;
 - xiii) implement a robust solar installation along tops of Towers and include a minimum of 5% EV charging stations in underground parking; and
 - xiv) ensure a level of LEED or similar green certification is achieved; and

d) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 22, 2023, from J. Lownie;
 - a communication dated September 27, 2023, from J. Hall;
 - a communication dated September 28, 2023, from N. Knight;
 - a communication dated September 27, 2023, from J. Potter;
 - a communication dated September 26, 2023, from B. and J. Timney;
 - a communication from J. and B. Earley;
 - a communication dated September 28, 2023, from J. Donnelly;
- and,
- a communication dated September 28, 2023, from D. Erskine;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- S. Allen, MHBC Planning;
- C. Quintyn;
- B. Earley;
- S. Levin;
- C. Spina;
- J. Fontana;
- A-M. Valastro;
- J-M. Metrailler;
- J. Easton;
- J.M. Fleming;
- D. Erskine;
- J. Donnelly;

- S. Britt;
- S. Bentley;
- Martin;
- J. Jacobson;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Key Direction, Downtown Place Type and Criteria for Specific Policies; and,
- the recommended amendment facilitates the development of a prominent site within the Downtown, Built Area Boundary and Primary Transit Area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

8. (4.1) Urban Design Peer Review Panel

Motion made by: S. Lehman

That the communication from Deputy Mayor S. Lewis and Councillor S. Lehman with respect to the Urban Design Peer Review Panel BE REFERRED to the October 17, 2023 Council meeting for a decision;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 28, 2023 from C. O'Brien, Drewlo Holdings Inc.; and,
- a request for delegation status and a communication dated September 28, 2023 from M. Wallace, London Development Institute.

Motion made by: S. Lewis
Seconded by: S. Lehman

That the Civic Administration BE DIRECTED to take the necessary steps to provide for the immediate dissolution of the Urban Design Peer Review Panel.

Motion made by: C. Rahman
Seconded by: S. Franke

That the matter of the dissolution of the Urban Design Peer Review Panel BE REFERRED to a future meeting of the Planning and Environment Committee.

Yeas: (6): H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (8): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and E. Peloza

Absent: (1): S. Hillier

Motion Failed (6 to 8)

Motion made by: H. McAlister
Seconded by: S. Lewis

That the motion BE AMENDED to add a part b) as follows:

that Civic Administration BE DIRECTED to bring the Terms of Reference for the Community Advisory Committee on Planning (CACP) to a future Strategic Priorities and Policy Committee meeting for consideration of the inclusion of urban design.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, and E. Pelosa

Nays: (3): S. Trosow, A. Hopkins, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: D. Ferreira
Seconded by: E. Pelosa

That the Council recess at this time, for 20 minutes.

Motion Passed

The Council recesses at 4:27 PM and reconvenes at 4:54 PM.

Motion made by: C. Rahman
Seconded by: A. Hopkins

Motion to AMEND by adding a part c)

c) that Civic Administration BE DIRECTED to provide an information report that addresses the matter of the Urban Design Awards and any other matters relevant to the dissolution of the Urban Design Peer Review Panel.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, and D. Ferreira

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: S. Lewis
Seconded by: H. McAlister

Motion to approve part a), as amended, to read as follows:

that Civic Administration BE DIRECTED to take the necessary steps to provide for the immediate dissolution of the Urban Design Peer Review Panel;

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and E. Pelozá

Nays: (4): S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (10 to 4)

Motion made by: S. Lewis

Seconded by: H. McAlister

Motion to approve part b), as amended, to read as follows:

that Civic Administration BE DIRECTED to bring the Terms of Reference for the Community Advisory Committee on Planning (CACP) back to a future Strategic Priorities and Policy Committee meeting for consideration of the inclusion of urban design.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, and E. Pelozá

Nays: (3): S. Trosow, A. Hopkins, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: S. Lewis

Seconded by: H. McAlister

Motion to APPROVE, as amended part c)

c) that Civic Administration BE DIRECTED to provide an information report that addresses the matter of the Urban Design Awards and any other matters relevant to the dissolution of the Urban Design Peer Review Panel.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozá, and D. Ferreira

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Item 8, clause 4.1, as amended, reads as follows:

That, the following actions be taken with respect to the Urban Design Peer Review Panel:

a) that Civic Administration BE DIRECTED to take the necessary steps to provide for the immediate dissolution of the Urban Design Peer Review Panel;

b) that Civic Administration BE DIRECTED to bring the Terms of Reference for the Community Advisory Committee on Planning (CACP) back to a future Strategic Priorities and Policy Committee meeting for consideration of the inclusion of urban design; and

c) that Civic Administration BE DIRECTED to provide an information report that addresses the matter of the Urban Design Awards and any other matters relevant to the dissolution of the Urban Design Peer Review Panel;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 28, 2023 from C. O'Brien, Drewlo Holdings Inc.; and,
- a request for delegation status and a communication dated September 28, 2023 from M. Wallace, London Development Institute.

8.6 17th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 17th Report of the Corporate Services Committee, excluding item 6 (4.1), BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

At 5:37 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 5:40 PM, His Worship Mayor J. Morgan resumes the Chair.

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

It BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) City of London's Credit Rating

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the City of London's Credit Rating Report, providing a summary of Moody's Investors Service Credit Opinion of the City of London, BE RECEIVED for information.

Motion Passed

3. (2.2) 2023 Mid-Year Operating Budget Monitoring Report

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated October 3, 2023, with respect to the

2023 Mid-Year Operating Budget Monitoring Report, BE RECEIVED; it being noted that the year-end positions could fluctuate based on factors beyond the control of the Civic Administration:

- Property Tax Supported Budget projected surplus of \$18.0 million;
- Water Rate Supported Budget projected surplus of \$5.5 million;
- Wastewater and Treatment Rate Supported Budget projected surplus of \$3.7 million;

it being further noted that Property Tax, Water, and Wastewater & Treatment Budget surplus will be allocated in accordance with the Council Approved Surplus/Deficit Policy.

Motion Passed

4. (2.3) 2023 Mid-Year Capital Budget Monitoring Report

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2023 Mid-Year Capital Budget Monitoring Report:

a) the 2023 Mid-Year Capital Budget Monitoring Report BE RECEIVED for information, it being noted that the life-to-date capital budget represents \$3.4 billion with \$1.9 billion committed and \$1.5 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by amending by-law No. CPOL.-45(b)-239;

b) the completed capital projects, totaling \$3.4 million of net surplus funding, included in Appendix "B" as appended to the staff report dated October 3, 2023, BE CLOSED;

c) the funding associated with the rate supported capital projects approved for closure in b) be discharged as follows:

- i) pay-as-you-go funding of \$15 thousand BE TRANSFERRED from capital receipts;
- ii) authorized debt financing of \$2 thousand BE RELEASED resulting in a reduction of authorized, but unissued debt;
- iii) uncommitted reserve fund drawdowns of \$169 thousand BE RELEASED back into the reserve funds which originally funded the projects;

d) the funding associated with the non-rate supported capital projects approved for closure in b) be discharged as follows:

- i) uncommitted reserve fund drawdowns of \$2.5 million BE RELEASED back into the reserve funds which originally funded the projects;
- ii) other net non-rate supported funding sources of \$758 thousand BE ADJUSTED in order to facilitate project closings.

Motion Passed

5. (2.4) SS-2023-252 New Fibre Network Service Installation for Fire Station No. 15

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the new fibre network service installation required for the new Fire Station No. 15 at 2340 Old Victoria Road:

- a) approval BE GIVEN to execute a Single Source purchase as per section 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) Single Source negotiated price BE ACCEPTED to secure the installation of the new fibre network service required for the operation of the new Fire Station No. 15 for a total price of \$113,850.00 (excluding HST) from Rogers Communications Canada Inc.;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(d)(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the staff report dated October 3, 2023 as Appendix "A".

Motion Passed

7. (4.2) Application - Issuance of Proclamation - National Day of Awareness (Economic Abuse Awareness Day)

Motion made by: S. Lewis

That based on the application dated September 18, 2023 from the Canadian Centre for Women's Empowerment, the request BE RECEIVED.

Motion Passed

8. (4.3) Application - Issuance of Proclamation - Turkish Republic Day

Motion made by: S. Lewis

That based on the application dated September 29, 2023 from the Federation of Canadian Turkish Associations, October 29, 2023 BE PROCLAIMED Turkish Republic Day.

Motion Passed

6. (4.1) Budweiser Gardens Proposed Expansion - Additional Information and Proposed Amending Agreement (Relates to Bill No. 369)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

- a) the report providing additional information on the proposed Budweiser Gardens Expansion BE RECEIVED for information;
- b) the proposed by-law as appended to the staff report dated October 3, 2023 as Appendix “A” BE INTRODUCED at the Municipal Council meeting on October 17, 2023 to execute the proposed amending agreement to the Participatory Occupancy Lease (Schedule “A”) related to the Budweiser Gardens Expansion project;
- c) the source of financing for the proposed expansion BE APPROVED as set out in the Source of Financing Report as appended to the staff report as Appendix “B”; and
- d) the Civic Administration BE DIRECTED to confirm concurrence in writing for the contract extension with Ovations Food Services, L.P.;

it being noted that ~~the attached~~ questions were submitted by Councillor S. Trosow.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

At 5:54 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 5:58 PM, His Worship Mayor J. Morgan resumes the Chair.

9. Added Reports

9.1 14th Report of Council in Closed Session

Motion made by: C. Rahman

Seconded by: Mayor J. Morgan

1. Lease of Office Space - Lease Agreement – 520 Wellington Street, Unit 10 – Centennial House

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Fleet & Facilities, on the advice of the Director, Realty Services, with respect to the lease of commercial office space located at 520 Wellington Street, Unit 10 (Centennial House), a new Lease Agreement (the “Lease”), attached as Appendix “A”, between the City and Centennial House Limited (the “Landlord”), for the lease of approximately 1,569 square feet of rentable space located at 520 Wellington Street, Unit 10, for a term of two (2) years commencing December 1, 2023 and ending November 30, 2025, at a net rent of \$8.75 per square foot for the duration of the term, with two (2) further options to renew for two (2) years BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That Introduction and First Reading of Bill No.'s 368 to 378, and Added Bill No. 381, and excluding Bill No.'s 369 and 373, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

Motion made by: H. McAlister

Seconded by: J. Pribil

That Second Reading of Bill No.'s 368 to 379, and Added Bill No. 381, and excluding Bill No.'s 369 and 373, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

Motion made by: D. Ferreira

Seconded by: C. Rahman

That Third Reading and Enactment of Bill No.'s 368 to 379, and Added Bill No. 381, and excluding Bill No.'s 369 and 373, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

Motion made by: P. Cuddy
Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 369, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): S. Trosow

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (12 to 1)

Motion made by: S. Stevenson
Seconded by: S. Lehman

That Second Reading of Bill No. 369, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): S. Trosow

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (12 to 1)

Motion made by: E. Pelozza
Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No. 369, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): S. Trosow

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (12 to 1)

Motion made by: S. Stevenson
Seconded by: S. Lewis

That Introduction and First Reading of Bill No.'s 373 and 380, BE APPROVED.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelozza

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (10 to 2)

Motion made by: P. Cuddy
Seconded by: S. Stevenson

That Second Reading of Bill No.'s 373 and 380, BE APPROVED.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelozo

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (10 to 2)

Motion made by: S. Lehman
Seconded by: E. Pelozo

That Third Reading and Enactment of Bill No.'s 373 and 380, BE APPROVED.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelozo

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (10 to 2)

The following Bills are enacted as By-laws of The Corporation of the City of London:

Bill No. 368	By-law No. A.-8420-283 - A by-law to confirm the proceedings of the Council Meeting held on the 17th day of October, 2023. (City Clerk)
Bill No. 369	By-law No. A.-8421-284 - A by-law to authorize and approve an Amending Agreement with respect to the Participatory Occupancy Lease for Budweiser Gardens and to authorize the Mayor and the City Clerk to execute the Amending Agreement. (4.1b/17/CSC)
Bill No. 370	By-law No. A.-8422-285 - A by-law to authorize and approve a Memorandum of Understanding between the Smart Commute Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (4.1/14/CWC)
Bill No. 371	By-law No. A.-8423-286 - A by-law to approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/15/CPSC)
Bill No. 372	By-law No. C.P.-1512(cj)-287 - A by-law to amend The Official Plan for the City of London, 2016 relating to Policy 942 (3.4a/16/PEC)
Bill No. 373	By-law No. C.P.-1512(ck)-288 - A by-law to amend The Official Plan for the City of London, 2016 relating to 50 King Street & 399 Ridout Street North (3.5a/16/PEC)
Bill No. 374	By-law No. CP-17-23008 - A bylaw to amend By-law CP-17, as amended, being "A by-law to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act" to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act. (2.1/16/PEC)
Bill No. 375	By-law No. CPOL.-401(a)-289 - A by-law to amend By-law No. CPOL.-401-173 being "Electronic Participation of Council Members at Council and Standing Committee Meetings" to repeal and replace Schedule "A". (2.3/25/SPPC)
Bill No. 376	By-law No. L.S.P.-3513-290 - A by-law to designate 1350 Wharnccliffe Road South to be of cultural heritage value or interest. (2.3/13/PEC)
Bill No. 377	By-law No. Z.-1-233145 - A bylaw to amend By-law No. Z.-1 to rezone lands located at 3480 Morgan Avenue (3.2b/16/PEC)
Bill No. 378	By-law No. Z.-1-233146 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1236 Southdale Road East (3.3/16/PEC)
Bill No. 379	By-law No. Z.-1-233147 - A by-law to amend By-law No. Z.-1 to adjust Section 4.37, Provision 2 (3.4b/16/PEC)

Bill No. 380	By-law No. Z.-1-233148 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 50 King Street & 399 Ridout Street North (3.5b/16/PEC)
Bill No. 381	By-law No. A.-8424-291 - A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and Centennial House Limited, for the lease of office space located at 520 Wellington Street being Unit 10, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/17/CSC)

14. Adjournment

Motion made by: C. Rahman
 Seconded by: S. Franke

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 6:24 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Lease Agreement

CENTENNIAL HOUSE LIMITED

- and -

THE CORPORATION OF THE CITY OF LONDON

LEASE

Municipal Address of Property:

Unit 10,
520 Wellington Street
London, Ontario

**Morrison Brown Sosnovitch LLP
Barristers and Solicitors**

**Phone: (416) 368-0600
Fax: (416) 368-6068**

Appendix A – Lease Agreement

INDEX

ARTICLE 1.0 - BASIC TERMS, SCHEDULES, DEFINITIONS	1
1.01 BASIC TERMS.....	1
1.02 SCHEDULES.....	2
1.03 DEFINITIONS.....	2
ARTICLE 2.0 - GRANT OF LEASE.....	4
2.01 DEMISE.....	4
2.02 LICENCE TO USE COMMON AREAS.....	4
2.03 RELOCATION OF PREMISES	5
2.04 SEMI-GROSS LEASE.....	5
ARTICLE 3.0 - TERM, COMMENCEMENT.....	5
3.01 TERM	5
3.02 EARLY OCCUPANCY.....	5
ARTICLE 4.0 - RENT.....	5
4.01 SEMI-GROSS RENT.....	5
4.02 ADJUSTMENT OF SEMI-GROSS RENT	5
4.03 PAYMENT OF SEMI-GROSS RENT	6
4.04 PRO RATA ADJUSTMENT OF RENT.....	6
4.05 PAYMENT OF RENT GENERALLY	6
4.06 ARBITRATION.....	6
ARTICLE 5.0 - ADDITIONAL RENT.....	6
5.01 ADDITIONAL RENT	6
5.02 ESTIMATE OF ADDITIONAL RENT.....	7
5.03 PAYMENT OF ADDITIONAL RENT	7
5.04 PRO RATA ADJUSTMENT OF ADDITIONAL RENT	7
5.05 REVIEW OF ADDITIONAL RENT.....	7
ARTICLE 6.0 - TAXES.....	7
6.01 TAXES.....	7
6.02 CONTEST OF PROPERTY TAXES	8
6.03 TENANT'S TAXES.....	8
6.04 FAILURE TO PAY TAXES.....	8
ARTICLE 7.0 - COMMON AREAS.....	8
7.01 LANDLORD'S RESPONSIBILITY	8
7.02 TENANT'S USE OF COMMON AREAS	8
7.03 NO OBSTRUCTION.....	8
7.04 TEMPORARY ALLOCATION OF COMMON AREAS	8
ARTICLE 8.0 - UTILITIES, HVAC COSTS.....	9
8.01 HVAC	9
8.02 TENANT'S UTILITIES.....	9
ARTICLE 9.0 - INSURANCE	9
9.01 TENANT'S INSURANCE.....	9
9.02 LANDLORD'S INSURANCE.....	9
9.03 INCREASES IN RATES	10
ARTICLE 10.0 - USE AND OCCUPATION	10
10.01 QUIET ENJOYMENT	10
10.02 USE.....	10
10.03 Intentionally deleted	10
10.04 CHARACTER OF BUSINESS	10
10.05 Intentionally deleted	10
10.06 RULES AND REGULATIONS	10
10.07 SIGNS.....	10
10.08 COMPLIANCE WITH LAWS.....	11
10.09 NUISANCE	11
ARTICLE 11.0 -CLEANING, REPAIR.....	11
11.01 CLEANING.....	11
11.02 TENANT'S REPAIRS	11
11.03 VIEW REPAIRS	12
11.04 LANDLORD MAY REPAIR.....	12
11.05 LANDLORD'S REPAIRS	12
ARTICLE 12.0 - ALTERATIONS, FIXTURES.....	13
12.01 TENANT'S ALTERATIONS	13
12.02 EFFECT OF ALTERATIONS	13
12.03 REMOVAL OF FIXTURES.....	13
12.04 LANDLORD'S ALTERATIONS	14
12.05 Intentionally deleted	14
ARTICLE 13.0 - SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION.....	15
13.01 NO ABATEMENT	15
13.02 SUBSTANTIAL DESTRUCTION	15
13.03 ARCHITECT'S CERTIFICATE.....	15

Appendix A – Lease Agreement

THIS LEASE, dated September 25, 2023, is made and entered into by the Landlord and Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

ARTICLE 1.0 - BASIC TERMS, SCHEDULES, DEFINITIONS

1.01 BASIC TERMS

- (a) (i) Landlord: **CENTENNIAL HOUSE LIMITED**
- (ii) Landlord Address: c/o Briarlane Rental Property Management Inc.
85 Spy Court, Suite 100
Markham, Ontario L3R 4Z4
Tel No. (905) 944-9406 Fax No.: (905) 944-9083
- (b) Tenant: **THE CORPORATION OF THE CITY OF LONDON**
- (c) n/a
- (d) Premises: Unit 10
520 Wellington Street
London, Ontario
- (e) Floor Area: Approximately one thousand, five hundred and sixty-nine (1,569) square feet
- (f) (i) Term: Two (2) years
- (ii) Commencement Date: December 1, 2023
- (iii) Termination Date: November 30, 2025
- (iv) Extension Options: Two (2) terms of two (2) years consecutive to the term of this Lease on the terms and conditions as more specifically provided for in Schedule "C" hereto.

(g) Basic Rent – Semi-Gross:

Period	Rent per Sq. Foot	Rent per Annum	Rent per month
December 1, 2023 to November 30, 2025	\$8.75	\$13,728.75	\$1,144.06

The Tenant shall pay to the Landlord any goods and services tax, including harmonized sales tax or other value added taxes or similar taxes levied or assessed on rents payable hereunder. A failure to pay such taxes shall be a default of this Lease and shall be treated as if it were a failure to pay Rent hereunder.

- (h) Use of Premises: The Premises shall be used as general administrative offices only. In no event may the Tenant use, or permit the use of, the Premises for outreach or the provision of any client facing services.
- (i) n/a
- (j) Landlord's Work and/or Tenant's Work: The Tenant agrees to accept the Premises "as is, where is".
- (k) Early Occupancy: November 1, 2023 to November 30, 2023 free of all Rent as set out in Section 3.02 herein.

The foregoing Basic Terms are hereby approved by the parties and that reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable Sections of this Lease where such Basic Terms are more fully set forth.

Appendix A – Lease Agreement

- 2 -

1.02 SCHEDULES

All schedules to this Lease are hereby deemed incorporated herein and made part of this Lease.

1.03 DEFINITIONS

In this Lease, the following words, phrases and expressions are used with the meanings defined as follows:

1. Additional Rent shall mean all sums of money and charges, other than Basic Rent, which are required to be paid by the Tenant pursuant to any provision of this Lease.
2. Basic Rent means the annual rent plus HST described in Section 1.01(g) hereof.
3. Basic Terms means those terms set out in Section 1.01.
4. Building means the building in which the Premises are located, municipally known as 520 Wellington Street, London, Ontario.
5. Common Areas means all lands, improvements, facilities, utilities, installations and equipment which are provided or designated (and which may be altered, reconstructed, expanded or withdrawn from and added to such designation, all subject to the provisions of this Lease) from time to time by the Landlord for the use by the Tenant and its agents, invitees, servants, employees, licensees and customers in common with others and includes, without limitation, the Parking Areas; sidewalks and landscaped areas; loading areas and freight elevators; pylon signs; electrical systems and equipment; alarm systems; heating, ventilating, air-conditioning, plumbing, drainage and other mechanical systems and equipment; general signs and information facilities; public telephones, public lockers and coat checking facilities; decor, furnishings, fountains and features; public washrooms, maintenance workshops, boiler and fan rooms and trash disposal facilities. Common Areas shall exclude those areas, facilities, utilities, improvements, equipment and installations which are not designated or intended by the Landlord to be leased to, or used by, tenants of the Building.
6. Common Area Costs means all of the Landlord's costs, charges and expenses of repairing, operating, insuring, replacing and maintaining the Complex including the Common Areas from time to time including, without limitation or duplication the following:
 - (a) lighting, heating, air-conditioning and supplying water, electricity, fuel and other utilities except to the extent that such costs are charged directly to the tenants by third parties; cleaning; janitorial services and supplies; the cost of any equipment or supplies purchased, leased or rented by the Landlord for maintaining or operating the Complex; trash collection, storage and removal; operation and maintenance of any loading docks and shipping areas; operation and maintenance of public restrooms; snow and ice removal; maintaining exterior areas including exterior walls, doors, windows, signs, fences, Parking Areas, sidewalks, walkways and curbs, landscaping, seasonal displays, including repairing and replacing as necessary; the cost of leasing or purchasing or renting any common signage or directories, the electrical systems and equipment, and the public address, music and alarm systems; planting and landscaping; business taxes, place of business taxes and other taxes levied in respect of or fairly attributable to the Common Areas; supervising, policing and security; repairs and replacements to the components of the Complex and equipment which by their nature require periodic replacement or substantial repair; Property Taxes, if not already included in Additional Rent pursuant to ARTICLE 6.0; insurance premiums if not already included in Additional Rent; the expense of operating the on-site administration office including office supplies, office expenses and personnel wages and payroll expenses of employees who are responsible for the maintenance or operation of the Complex; bookkeeping, accounting and audit costs;
 - (b) periodic depreciation, calculated in accordance with generally accepted accounting practice, on the capital cost of machinery, equipment and fixtures which by their nature require periodic replacement or substantial replacement (including without limitation heating, ventilating and air-conditioning equipment and systems, public address, music and alarm systems, maintenance, janitorial and cleaning equipment and machinery, material handling equipment and machinery); plus
 - (c) an administration fee to the Landlord equal to fifteen percent (15%) of the aggregate of the aforesaid costs, charges and expenses in each year other than those in respect of Property Taxes, insurance premiums, and depreciation.

Appendix A – Lease Agreement

- 3 -

7. Complex means the lands comprising the premises known municipally as 520 Wellington Street, London, Ontario and all buildings and improvements from time to time erected thereon and their appurtenances, all as the same may be expanded or altered in accordance with this Lease from time to time, excluding any residential components.
8. Fixturing Period means the period commencing on the date set by the Landlord during which the Tenant shall be entitled to access to and possession of the Premises for the purpose of fixturing and stocking the Premises.
9. Floor Area, floor area means the area, expressed in square feet or such other unit as the Landlord may determine, of each floor in each interior rentable premise in the Complex, calculated by measuring from the exterior surfaces of the exterior walls and of all walls adjoining Common Areas, from the center line of party or demising walls separating two or more rentable areas and from the lease line separating areas where no wall exists, all without deduction or exclusion for any space occupied by or used for columns, stairs, elevators, escalators or other interior construction or equipment or for any storefront or doorway areas recessed from the lease line, the confirmation of which by the Landlord's architect is to be conclusive, and when used in respect of the Premises means the area of each floor in the Premises, calculated as aforesaid, as set out in Section 1.01(e). The floor area of kiosks shall be determined by measurement of the Landlord acting reasonably. Notwithstanding anything to the contrary in this Lease, in no event shall the floor area be less than the amount set out in Section 1.01(e).
10. Gross Leaseable Area of the Complex or any specified portion thereof means the aggregate, from time to time, of all leaseable floor areas in all interior rentable premises in the Complex or in such specified portion, as the case may be; provided that the floor areas of any offices, kiosks, any storage spaces, basement areas, mezzanines, temporary display areas and any food supermarkets shall be excluded.
11. HST means the taxes levied, rated, charged or assessed pursuant to The Excise Tax Act in connection with this Lease; the rent payable hereunder and/or services provided to the Tenant by the Landlord.
12. Indemnifier means the party or parties described in Section 1.01(c) and its heirs, executors, administrators and successors.
13. Landlord means Centennial House Limited and its successors and assigns.
14. n/a
15. Lease means this lease as from time to time amended in writing by the parties hereto.
16. Lease Year means, in the case of the first Lease Year, the period beginning on the earlier of the First Day of the Term set out in Section 1.01(f)(ii) and terminating twelve (12) months from the last day of the month in which the First Day of the Term occurs (except that if the First Day of the Term occurs on the first day of a month, the first Lease Year shall terminate on the day prior to the first anniversary of the First Day of the Term) and, in the case of each subsequent Lease Year, means each twelve (12) month period after the first Lease Year, the last of which shall terminate on the Termination Date.
17. Minimum Rent means the rent set out in Section 1.01(g) and payable in accordance with ARTICLE 4.0.
18. Notice includes without limitation, requests, demands, designations, statements or other writings in this Lease required or permitted to be given by the Landlord to the Tenant or to the Landlord and all originating notices of motion, affidavits and any other ancillary documents in support of all legal proceedings.
19. Parking Areas means the paved portions of the Complex lands which have been and are to be allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes entrances, roads and other means of access thereto and any parking structures or other parking facilities from time to time constructed in the Complex.
20. Premises means that portion of the Complex referred to in Section 1.01(d) hereof.
21. Promotion Fund means the fund maintained by the Landlord with respect to promotional advertising and public relations in connection with the Complex and to which the Tenant shall contribute.

Appendix A – Lease Agreement

- 4 -

22. Property Taxes means all taxes, rates, duties, assessments, local improvement rates, impost charges or levies which may be levied, rated, charged or assessed against property, whether real or personal, moveable or immovable, by any authority having jurisdiction, whether municipal, federal, provincial, school board, utility commission or other, now charged or chargeable or hereafter charged or chargeable upon the Complex or upon the Landlord on account thereof, and includes any taxes or levies which may be imposed on the Landlord, or anyone else on account or in lieu thereof, whether or not forming a charge on the property itself, and any other taxes, rates, duties, assessments or levies which may hereafter be levied in lieu of, or of a nature similar to the foregoing, and whether recurring annually or at other intervals or on a special or single instance basis only. In the event that during the Term the legislation enacting Property Taxes is amended to replace the taxes previously levied with a new tax or taxes whether levied on the same basis or a different basis by the same level of government or not, the definition of Taxes shall be amended accordingly with the intent that the tax obligations as previously borne by the Tenant shall not be shifted from the Tenant to the Landlord.
23. Proportionate Share of Tenant, Tenant's Proportionate Share means, in respect of each item or category of Additional Rent relating to the Premises and any or all other rental premises in the Complex, that proportion of the amount of such item or category of Additional Rent which the Floor Area of the Premises bears to the Gross Leaseable Area of either the Complex or of the portion of the Complex, including the Premises, to which such item or category of Additional Rent relates, as the case may be.
24. Rent means the Semi-Gross Rent, Additional Rent and any other amount payable by the Tenant pursuant to this Lease.
25. Rules and Regulations means those rules and regulations attached to this Lease as Schedule "A" and all amendments and additions thereto made by the Landlord in accordance with this Lease.
26. Semi-Gross Rent means the annual rent plus HST described in Section 1.01(g) hereof.
27. Tenant means the party or parties described in Section 1.01(b) and its heirs, executors, administrators, successors and permitted assignees thereof.
28. n/a
29. Termination Date means the date set out in Section 1.01(f)(iii).

ARTICLE 2.0 - GRANT OF LEASE

2.01 DEMISE

The Landlord hereby leases to the Tenant and the Tenant leases from the Landlord, for the Term and upon and subject to the covenants and conditions hereinafter expressed, the Premises. The parties having inspected the premises acknowledge that the Tenant agrees to accept the premises in the condition it is in as of the First Day of the Term subject to the performance by the Landlord of any work required to be done by pursuant to any offer to lease or agreement to lease between the parties for these Premises. The Tenant acknowledges that it has inspected the Premises and agrees to accept same in an "as-is" condition.

2.02 LICENCE TO USE COMMON AREAS

The Landlord grants to the Tenant for the Term as an appurtenant part of this Lease, for use by the Tenant and its agents, invitees, servants, employees, licensees and customers, in common with the Landlord and other tenants of the Complex and their respective agents, invitees, servants, employees, licensees and customers, the non-exclusive right and licence to use the Common Areas for the purposes as provided herein and in accordance with good Complex practice, upon and subject to the covenants and conditions hereinafter expressed, and in particular, without limiting the generality of the foregoing, such right, servitude, right-of-way and licence of use hereby granted to the Tenant shall include:

- (a) the right to use the Parking Areas (including the means of pedestrian and vehicular access and the entrances and exits to and from the Complex included therein, but excluding those portions thereof which constitute any outdoor selling areas and other areas allocated to a tenant or licensee on a seasonal or temporary basis while used and occupied) for the purpose of pedestrian and vehicular access to and from the Complex and the parking of vehicles in parking spaces provided therein;
- (b) the right of pedestrian passage and repassage through each level and every portion of the Building (but excluding those portions thereof which are occupied by kiosks or allocated

Appendix A – Lease Agreement

- 5 -

to a tenant or licensee on a temporary basis) for the purpose of gaining access to or from every portion of the Complex open to the public; and

- (c) the right to use the public washrooms, corridors, entrances and exits to buildings and all other facilities provided for common use and enjoyment as part of the Common Areas.

2.03 RELOCATION OF PREMISES

Tenant agrees that, despite any other provision of this Lease, Landlord has the right at any time during the Term to relocate the Premises to alternative space within the Complex, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the current Premises. In the event the Landlord exercises its right to relocate, the Landlord shall pay, without duplication and upon being furnished with invoices or other proof of payment reasonably satisfactory to the Landlord, the direct out-of-pocket costs incurred by the Tenant solely as a result of relocating to the New Premises. In no case will Tenant be reimbursed or compensated for indirect costs including overhead, overtime charges or loss of profits and Tenant agrees to minimize its costs by re-using all fixtures and trade fixtures where it is feasible to do so in the New Premises. The Tenant will surrender possession of the Premises upon the relocation date set forth in the relocation notice (the "Relocation Date") from the Landlord, failing which Tenant shall be deemed to be overholding in the Premises. Landlord's exercise of its rights under this section does not constitute a re-entry or a breach of Landlord's covenant for quiet enjoyment contained in this Lease or implied by law. The terms and conditions of this Lease shall be deemed to be amended as of the Relocation Date and the New Premises shall be referred to as Premises thereafter.

2.04 SEMI-GROSS LEASE

It is intended that this Lease and the tenancy created hereby is a semi-gross lease and tenancy.

ARTICLE 3.0 - TERM, COMMENCEMENT

3.01 TERM

The Term of this Lease shall be for the period set out in Section 1.01(f)(i), beginning on the First Day of the Term set out in Section 1.01(f)(ii) and terminating on the Termination Date set out in Section 1.01(f)(iii). The Tenant shall occupy the Premises on the First Day of the Term, and subject to the completion of its fixturing of the Premises as soon as reasonably possible thereafter, open for business as soon thereafter as its fixturing is complete.

3.02 EARLY OCCUPANCY

The Landlord shall grant the Tenant early occupancy of the Premises free of Rent from November 1, 2023 to November 30, 2023 (the "Early Occupancy") in order for the Tenant to complete its renovations and alterations of the Premises. The Early Occupancy will be conditional upon the Tenant obtaining all required occupancy permits and insurance as set out herein prior to such occupancy. The Tenant will be responsible for the payment of utilities consumed in the Premises and will be bound by all other terms and conditions of this Lease during the Early Occupancy.

ARTICLE 4.0 - RENT

4.01 SEMI-GROSS RENT

The Tenant shall pay to the Landlord in and for each Lease Year, Semi-Gross Rent in the amount per annum set out in Section 1.01(g) for the respective Lease Year, by equal consecutive monthly instalments in the amount set out in Section 1.01(g) for such Lease Year, subject to the adjustment provisions of Section 4.02. The Semi-Gross Rent includes the Tenant's share of the Common Area Costs.

4.02 ADJUSTMENT OF SEMI-GROSS RENT

In the event that the Floor Area is revised in accordance with Section 12.05, the Semi-Gross Rent for each Lease Year shall be recalculated automatically by multiplying the revised Floor Area by the amount per square foot set out in Section 1.01(g) for the respective Lease Year and the amount of the equal monthly instalments for such Lease Year shall be deemed to have been amended accordingly. Upon any such revision of Floor Area, the Landlord shall calculate the amount of the difference between the original Semi-Gross Rent and the revised Semi-Gross Rent for the period prior to the date of such revision and, if such amount represents an increase in Semi-Gross Rent, the Tenant shall immediately pay the amount to the Landlord or, if the amount represents a decrease in Semi-Gross Rent, the Landlord shall immediately

Appendix A – Lease Agreement

- 6 -

repay the amount to the Tenant. An adjustment in respect of any earlier payment of the Tenant's Proportionate Share of Additional Rent shall also be made on the same basis.

4.03 PAYMENT OF SEMI-GROSS RENT

The first monthly instalment of Semi-Gross Rent due in accordance with Section 1.01(g), or the appropriate portion thereof calculated in accordance with Section 4.04, shall be paid on or before the Commencement Date and subsequent instalments of Semi-Gross Rent shall be paid strictly in advance on the first day of each and every succeeding month throughout the Term.

4.04 PRO RATA ADJUSTMENT OF RENT

All rent shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate the rental for irregular periods of less than one year or one month, as the case may be, an appropriate pro rata adjustment shall be made in order to compute the rent for such irregular period.

4.05 PAYMENT OF RENT GENERALLY

All payments by the Tenant to the Landlord required or contemplated by this Lease shall be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any set-off, compensation or deduction whatsoever, at the office of the Landlord at the Complex or such other place as the Landlord may designate from time to time to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit;
- (d) deemed to be rent, in partial consideration for which this Lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in any such payment which may not be expressly said to be rent or Additional Rent;
- (e) subject to an overdue charge if any such payment is not made when due, which charge shall be Additional Rent equal to two percent (2%) per month of the overdue amount (but in any case such charge shall be not less than Fifty Dollars (\$50.00) per month) payable with the next monthly instalment of Semi-Gross Rent, all without prejudice to any other right or remedy of the Landlord; and
- (f) made, if the Landlord so requests by way of a series of cheques, post-dated to the respective due dates of such payments, which the Tenant shall supply to the Landlord at the commencement of each Lease Year or earlier should the Landlord so request, or by way of an automatic debiting system by which payments are deducted from the Tenant's bank account and credited to the Landlord's, all at the Tenant's cost and all without prejudice to any other right or remedy of the Landlord.

4.06 ARBITRATION

In the event of any bona fide dispute arising between the Tenant and the Landlord as to the amount of any rent payable under this Lease which requires calculation, the Tenant shall nevertheless immediately make payment in accordance with any notice from the Landlord but the dispute, at the option of the Landlord or, so long as such payment has been made, the Tenant, shall immediately be referred to an arbitrator agreed upon by the Tenant and the Landlord or, in the event that they cannot agree upon such arbitrator, then the question shall be referred to the arbitration of one arbitrator under the Arbitration Act, of Ontario, and amendments thereto or such other statute or statutes of like effect being in force in Ontario, and such arbitrator, whether agreed upon or appointed under the said statute, shall have access to such records of the parties as may be reasonably necessary and the decision of such arbitrator shall be final and binding upon the parties. Costs of the arbitration shall follow the award, unless otherwise determined by the arbitrator. Any adjustment in rent required to be made by reason of any such decision of the arbitrator shall be made within fifteen (15) days thereof.

ARTICLE 5.0 - ADDITIONAL RENT

5.01 ADDITIONAL RENT

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of all Property Taxes attributable to the Complex, in accordance with ARTICLE 6.0 and all other taxes described in

Appendix A – Lease Agreement

- 7 -

Section 6.01 and such other sums, amounts, costs, charges, or increases therein as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Semi-Gross Rent.

5.02 ESTIMATE OF ADDITIONAL RENT

The Landlord may, in respect of the items of the Additional Rent contemplated by Section 5.01, compute bona fide estimates of the amounts which are anticipated to accrue in the next following Lease Year, calendar year or fiscal year, or portion thereof, as the Landlord may determine is the most appropriate period for each item or category of Additional Rent. The Additional Rent for 2023 is currently estimated to be \$1.50 per square foot per annum. The Tenant acknowledges that the foregoing is an estimate only and the Landlord shall not be bound by such estimate and the Tenant shall pay the full amount of Additional Rent in accordance with the terms of this Lease

5.03 PAYMENT OF ADDITIONAL RENT

With respect to any Additional Rent which the Landlord elects to estimate from time to time pursuant to Section 5.02, following receipt of the written notice of the estimated aggregate amount of the Tenant's share thereof, the Tenant shall pay to the Landlord the amount of such estimated aggregate share, in equal consecutive monthly instalments payable with monthly instalments of Minimum Renewal when due, pursuant to Section 4.03. With respect to any Additional Rent which the Landlord has not elected to estimate from time to time pursuant to Section 5.02, the Tenant shall pay to the Landlord the amount of the Tenant's share of such Additional Rent, determined pursuant to the applicable provisions of this Lease, within fifteen (15) days of receipt of an invoice therefor.

5.04 PRO RATA ADJUSTMENT OF ADDITIONAL RENT

In the event this Lease commences, expires or is determined before the end of the period for which any item or category of Additional Rent would otherwise be payable, the amount thereof payable by the Tenant shall be apportioned, adjusted and payable by the Tenant as of such date.

5.05 REVIEW OF ADDITIONAL RENT

No party hereto may claim a re-adjustment in respect of any Additional Rent whether paid or payable in instalments or otherwise, if based on any error of estimation, allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of one year from the date of payment.

ARTICLE 6.0 - TAXES

6.01 TAXES

The Tenant shall pay as Additional Rent, a share of the Complex Property Taxes as determined by the Landlord acting reasonably, the cost of making such determination to be included as part of Additional Rent. In making such determination the Landlord shall have the right, without limiting its right to do otherwise, to establish separate assessments for the Premises and all other portions of the Complex by using such criteria as the Landlord acting reasonably, shall determine to be relevant, including, without limitation:

- (a) the then current established principles of assessment used by the relevant assessing authorities and on the same basis as the assessments actually obtained for the Complex as a whole or the part thereof in which the Premises are located;
- (b) assessments of the Premises and any other portions of the Complex in previous periods of time;
- (c) the value of the finishings in the Premises; and
- (d) the Tenant's Proportionate Share.

Without restricting the generality of the above the Landlord shall have the right to allocate the Property Taxes calculated as if the Complex was fully occupied. The Landlord shall have the right to collect the Tenant's share of Property Taxes during the months of the year when the same are due to the taxing authority.

6.02 CONTEST OF PROPERTY TAXES

The determination by the Landlord of the Tenant's share of Property Taxes shall be final and binding upon the Tenant. The Tenant is not entitled to contest any Property Taxes or appeal any assessment related thereto.

Property Taxes, or the assessments in respect of Property Taxes which are the subject of any contest by the Landlord shall nonetheless be payable in accordance with the foregoing provisions hereof provided, however, that in the event the Tenant shall have paid any amount in respect of Property Taxes in excess of the amount ultimately found payable as a result of the disposition of any such contest, and the Landlord receives a refund in respect thereof, the appropriate amount of such refund shall be refunded to or credited to the account of the Tenant.

The Tenant shall pay to the Landlord forthwith upon demand, its share as allocated by the Landlord of all costs and expenses of any kind incurred by the Landlord bona fide and acting reasonably in determining the allocation of the Property Taxes or the appeal of any assessment including, without limitation, legal, appraisal, administration and overhead costs.

6.03 TENANT'S TAXES

The Tenant shall pay promptly when due all taxes, rates, duties and fees as may be assessed or levied by any competent authority in respect to or as a result of any business or other activity carried on within or in connection with the Premises. The Tenant shall pay to the Landlord any Goods and Services Tax, Sales Tax, Value Added Tax or similar taxes levied or assessed on rents payable hereunder. A failure to pay the Goods and Services Tax shall be a default of the lease and shall be treated as if it were a failure to pay rent but the Goods and Services Tax shall not be deemed to be rent for the purpose of calculating the amount of Goods and Services Tax exigible.

6.04 FAILURE TO PAY TAXES

Should the Tenant fail to comply with any payment required by the Tenant pursuant to Section 6.01, and subject to rectification of such default within the period set out in Section 16.01, without limiting the generality of Section 16.02, the Landlord may pay all or part of such required payments pursuant to that Section 16.02.

ARTICLE 7.0 - COMMON AREAS

7.01 LANDLORD'S RESPONSIBILITY

The control, general cleanliness, operation and maintenance of the Common Areas shall be the exclusive domain of the Landlord such that the manner in which the Common Areas shall be operated and maintained and the expenditures therefor shall be at the sole discretion of the Landlord, acting reasonably.

7.02 TENANT'S USE OF COMMON AREAS

The non-exclusive right and licence granted to the Tenant, its agents, invitees, servants, employed, licensees and customers pursuant to Section 2.02 may be exercised only during the business hours which pertain under this Lease and subject to the Rules and Regulations of the Complex and to the other provisions of this Lease.

7.03 NO OBSTRUCTION

The Tenant shall not, save to the extent permitted by the Landlord during any general promotional event or as may be otherwise specifically allowed by the Landlord in writing, keep or display any merchandise or other thing on or about the Common Areas or otherwise obstruct the Common Areas. Without limiting the generality of the foregoing, the Tenant shall keep any service corridor leading to and from the Premises free and clear of all obstructions and in the event any governmental authority or other regulatory body having jurisdiction makes a charge against the Landlord, the Tenant, the Complex and the Premises, or any of them, by reason of the Tenant failing to meet the requirements of such authority or body, the Tenant shall pay such charge and if the Tenant fails to do so upon request, the Landlord may pay the amount of such charge and recover the same from the Tenant as Additional Rent.

7.04 TEMPORARY ALLOCATION OF COMMON AREAS

From time to time, the Landlord may permit portions of the Common Areas to be used exclusively by specified tenants or licensees on a seasonal or otherwise temporary basis.

ARTICLE 8.0 - UTILITIES, HVAC COSTS

8.01 HVAC

The Tenant shall maintain and make all repairs and replacements to the HVAC system servicing the Premises at its sole cost and expense, but the Landlord may at its option assume the obligation and in such event the Tenant shall pay to the Landlord, upon demand and as Additional Rent, the cost of such maintenance, repairs and replacements.

8.02 TENANT'S UTILITIES

The Tenant shall pay all rates, charges, costs and expenses as may be assessed or levied and at the rates so assessed or levied by all suppliers of utilities to the Premises including telephone, hydro, gas and water, directly to the supplier thereof. In the event the Tenant fails to pay for such utilities, the Landlord shall have no liability whatsoever for any damage resulting to the Tenant or the Premises as a result of any action taken by the supplier of such utilities.

ARTICLE 9.0 - INSURANCE

9.01 TENANT'S INSURANCE

- (a) The Tenant shall take out and keep in full force and effect throughout the Term and during such other time as the Tenant occupies the Premises or any part thereof:
 - (i) "all risk" insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements, including any leasehold improvements made previously by any tenant or person in the Premises and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, in an amount equal to the full replacement value thereof, which amount shall be determined by the decision of the Landlord, acting reasonable, in the event of a dispute;
 - (ii) broad boiler and machinery insurance on any such equipment in the Premises;
 - (iii) comprehensive general liability insurance, including without limitation non-owned automobile insurance, against claims for personal injury, death or property damage or loss upon, in or about the Premises or otherwise howsoever arising out of the operations of the Tenant or any person conducting business from the Premises, to the combined limit as may be reasonably required by the Landlord from time to time but, in any case, of not less than Two Million Dollars (\$2,000,000) in respect to injury or death to a single person and in respect of any one accident concerning property damage;
 - (iv) owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business; and
 - (v) such other insurance in such amounts and upon such terms as the Landlord may determine from time to time on consultation with its insurance advisors.
- (b) Each policy of insurance required of the Tenant as aforesaid except the owned automobile insurance shall name the Landlord, Briarlane Rental Property Management Inc. and any persons or corporations designated by the Landlord as additional named insureds as their interests may appear and shall include a waiver of rights of subrogation against the Landlord, Briarlane Rental Property Management Inc., and the Tenant and, as appropriate, a cross-liability and/or severability of interest clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured and protecting the Tenant against claims by the Landlord as if the Tenant were separately insured as well as a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days prior written notice. All such policies will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord and the Tenant will deliver to the Landlord a copy of all such policies or certificates of such insurance.

9.02 LANDLORD'S INSURANCE

The Landlord shall take out or cause to be taken out and keep or cause to be kept in full force and effect:

- (a) standard fire insurance and extended coverage or additional perils supplemental contracts on the buildings and improvements, except foundations, comprising the Complex in an amount such as would be carried by a prudent owner, subject to such deductions and

Appendix A – Lease Agreement

- 10 -

exceptions as the Landlord may determine, against fire and such other hazards covered by policies normally in use from time to time for buildings and improvements of a similar nature similarly situated, including, should the Landlord so elect, insurance to cover any rental loss which may be sustained; and

- (b) comprehensive public liability insurance in respect of the Complex of a kind and in an amount such as would be carried by a prudent owner,

provided that nothing herein shall prevent the Landlord insuring with broader coverage.

9.03 INCREASES IN RATES

The Tenant shall not do or omit or permit to be done or omitted upon the Premises anything which shall cause the rate of insurance upon the Complex or any part thereof to be increased or cause such insurance to be cancelled. If the said insurance rate shall be increased as aforesaid, the Tenant shall pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Complex or any part thereof is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any act or omission as aforesaid, the Tenant shall forthwith remedy or rectify such use, occupation, act or omission upon being requested to do so in writing by the Landlord, and if the Tenant shall fail to so remedy or rectify, the Landlord may at its option terminate this Lease forthwith or at its option rectify such default at the Tenant's expense including 15% administration.

ARTICLE 10.0 - USE AND OCCUPATION

10.01 QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment, for so long as the Tenant is not in default hereunder, and except as provided herein.

10.02 USE

The Premises shall not be used for any purpose other than as set forth in Section 1.01(h).

10.03 Intentionally deleted

10.04 CHARACTER OF BUSINESS

The Tenant shall operate and conduct its business upon the whole of the Premises in an up-to-date, first class and reputable manner.

10.05 Intentionally deleted

10.06 RULES AND REGULATIONS

- (a) The Rules and Regulations attached hereto as Schedule A, as the same may be amended from time to time, are part hereof and shall be read as forming part of the terms and conditions of this Lease as if the same were embodied herein.
- (b) All Rules and Regulations now or hereafter in force shall in all respects be observed and performed by the Tenant and its employees, agents, customers, licensees and invitees and the Tenant shall cause such observance and performance.
- (c) For the enforcement of all Rules and Regulations, the Landlord shall have available to it all remedies in this Lease provided for a breach of any provision hereof and all legal rights and remedies including injunction, whether or not provided for in this Lease, both at law and in equity.
- (d) The Landlord shall not be responsible to the Tenant for the nonobservance or violation by any other tenant or person of the Rules and Regulations.

10.07 SIGNS

The Tenant shall erect, install and maintain a sign of a kind and size and in a location, all in accordance with the Landlord's design criteria and as first approved in writing by the Landlord, publicizing the Tenant's operating name, as set forth in Section 1.01(b), and type of business. Any other signs, as well as the advertising practices of the Tenant and any display windows, shall comply with the applicable Rules and Regulations. The Tenant shall not erect, install or maintain any sign other than in accordance with this section.

10.08 COMPLIANCE WITH LAWS

- (a) The Tenant shall carry on and conduct its business from the Premises in such manner as to comply with any and all statutes, by-laws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force, and shall not do anything upon the Premises in contravention thereof.

- (b) For the purposes hereof;

"Environmental Laws" shall mean any laws, by-laws, regulations, ordinances or statutes of any governmental authority having jurisdiction over the Leased Premises relating to protection of the environment or health and safety.

"Noxious Substance" shall mean any substance defined as a contaminant pursuant to Environmental Laws.

The Tenant shall at all times comply with all Environmental Laws and not permit the release of any Noxious Substance and shall indemnify and save the Landlord harmless from any breach thereof. In the event that as a result of an act or omission of the Tenant, its employees, agents, contractors, invitees or other person for whom the Tenant is at law responsible, there is a breach of any Environmental Law or the release of any Noxious Substance, the Landlord shall have the right to enter upon the Premises and rectify such situation and the Tenant shall forthwith upon demand pay the cost of such rectification plus 15% for the Landlord's administration fee in addition to any other remedy of the Landlord. This provision shall survive the termination of this Lease. In the event that the said breach adversely affects the use of other premises within the Building or is of a continuing nature, the Landlord shall in addition to any other rights it may have, have the right to terminate the Lease.

10.09 NUISANCE

The Tenant shall not do or permit to be done or omitted anything which could damage the Complex or injure or impede the business of the Tenant or of other tenants in the Complex or which shall or might result in any nuisance in or about the Premises, whether to the Landlord, any tenant of the Complex or any other party, the whole as determined by the Landlord, acting reasonably. In any of the foregoing events, the Tenant shall forthwith remedy the same and if such thing or condition shall not be so remedied, the Landlord may, after such notice, if any, as the Landlord may deem appropriate in the circumstances, correct such situation at the expense of the Tenant and the Tenant shall pay such expense to the Landlord as Additional Rent.

ARTICLE 11.0 -CLEANING, REPAIR

11.01 CLEANING

- (a) The Tenant shall keep the Premises and, without limitation, the inside and outside of all glass, windows and doors of the Premises and all exterior surfaces of the Premises, in a neat, clean and sanitary condition and shall not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Premises but rather shall dispose of the same in accordance with the Rules and Regulations.
- (b) The Tenant shall, immediately before the termination of the Term, wash the floors, windows, doors, walls and woodwork of the Premises and shall not, upon such termination, leave upon the Premises any refuse, garbage or waste material.
- (c) The Tenant shall pay for its own janitor service, cleaning of debris, removal of garbage and such other costs as may be incurred in cleaning in accordance with this Section.
- (d) In the event the Tenant fails to clean in accordance with this Section upon notice so to do from the Landlord, the Landlord may clean the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.

11.02 TENANT'S REPAIRS

- (a) The Tenant shall repair the Premises, always excepting reasonable wear and tear and repairs which are the responsibility of the Landlord pursuant to this ARTICLE 11.0, but including any damage to or breakage of glass, plate glass, shop windows, mouldings, storefronts, signs, doors, hardware, lighting, wiring, plumbing, heating and ventilating and other equipment, improvements partitions, walls, fixtures, thresholds and all trade fixtures and furnishings of the Tenant or otherwise in or for the Premises, and shall

redecorate as required and maintain in good condition the interior of the Premises, any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus or equipment of the Tenant therein or therefor, provided, however, that the Tenant's obligation to repair shall not include repairs to the roof or to structural or other outside walls (except plate glass and all doors, grills and/or sliding panels leading from the Premises) of the Premises unless the need to repair is caused by the default or negligence of the Tenant, its agents, employees, invitees or licensees, in which case the Landlord shall repair and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.

- (b) The Tenant shall keep well-painted at all times the interior of the Premises in accordance with the reasonable requests of the Landlord, using colours which shall first be approved in writing by the Landlord; shall keep all plumbing facilities within the Premises and all drains therefrom in good repair and working order; will not enter, nor will it cause, suffer or permit entry, on to any roof in the Complex, without being accompanied by an authorized representative of the Landlord, and will not make any opening in the roof without the prior written consent of the Landlord.
- (c) The Tenant, its employees or agents shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without the written approval of the Landlord.
- (d) The Tenant shall install and maintain any fire detection or fighting equipment and emergency-lighting in the Premises, whether required by the Landlord, any government authority having jurisdiction, or any insurer, and whether required before or during the Term of this Lease. In the event that the Tenant's positioning off its fixtures or other equipment requires adjustments to the sprinkler system the same will be done by the Landlord at the Tenant's expense.
- (e) The Tenant shall be responsible for the costs of all repairs and replacements to the HVAC system servicing the Premises.

11.03 VIEW REPAIRS

The Landlord may enter the Premises at any reasonable time during business hours and at any time during any emergency to view the state of repair and the Tenant shall repair according to notice in writing from the Landlord so to do, subject to the exceptions contained in this ARTICLE 11.0.

11.04 LANDLORD MAY REPAIR

If the Tenant fails to repair according to notice from the Landlord within fourteen (14) days of receipt thereof, the Landlord may make such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by reason thereof, and upon completion thereof, the Tenant shall pay as Additional Rent the Landlord's costs for making such repairs plus fifteen percent (15%) thereof for overhead and supervision, such payment to be made on presentation of an invoice therefor.

11.05 LANDLORD'S REPAIRS

- (a) The Landlord shall make all repairs or replacements to the heating and ventilating apparatus of the Complex, other than such apparatus as may be the property of or installed by or located within the premises of a tenant of the Complex, including the Tenant.
- (b) The Landlord shall be responsible for all structural repairs to the Premises, repairs to the roof, foundations and bearing structure of the Complex and repairs of damage to the Complex caused by perils against which the Landlord is obligated to insure hereunder.
- (c) Notwithstanding the other provisions of this Section, the Landlord shall not be obligated to make repairs or replacements caused by any default or negligence of the Tenant, its agents, employees, invitees or licensees, which repairs and replacements may be made by the Landlord at the Tenant's cost in like manner to the provisions of Section 11.04.
- (d) The Landlord shall not be liable for any loss or damage to any person or property for its failure to repair in accordance with this Section, unless such loss or damage is caused by the intentional default or gross negligence of the Landlord and is not specifically excepted pursuant to Section 15.02.

- (e) The Landlord shall keep painted those parts of the exterior of the Premises requiring painting other than the Tenant's storefront or such other parts of the exterior as may have been installed by or at the request of the Tenant.
- (f) In fulfilling its obligations pursuant to this Section, the Landlord shall be entitled to enter the Premises and shall act as expeditiously as is reasonably possible in the circumstances.
- (g) Nothing contained in this Section shall derogate from the provisions of ARTICLE 11.0.

ARTICLE 12.0 - ALTERATIONS, FIXTURES

12.01 TENANT'S ALTERATIONS

- (a) The Tenant shall have the right to make any alterations and improvements of the Premises except to the structural portions thereof including the installation of trade fixtures, exterior signs, floor covering, interior lighting, plumbing fixtures, shades, awnings, exterior decorations upon receipt of the Landlord's written approval thereto, such consent not to be unreasonably withheld in the case of alterations, additions as improvements to the interior of the Premises.
- (b) All fixtures installed by the Tenant shall be new, provided that the Tenant may install its usual trade fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Complex.
- (c) The Tenant shall not install in or for the Premises any special locks, safes, apparatus for illumination, air-conditioning, cooling, heating, refrigerating, or ventilating the Premises without first obtaining the Landlord's written approval thereto.
- (d) When seeking the approval of the Landlord as required by this Section, the Tenant shall present to the Landlord plans and specifications of the proposed work and shall pay the expense of any consultants retained by the Landlord to review the said plans and specifications. The Tenant will ensure that all work authorized by this Section shall be in compliance with all applicable laws, by-laws and codes.
- (e) The Tenant shall promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises and/or the Complex and should any claim of lien be made or filed the Tenant shall discharge the same in accordance with Section 15.03.

12.02 EFFECT OF ALTERATIONS

The Tenant acknowledges that the erection of partitions, modification of window and door areas or other major alterations or changes in the Premises may reduce those certain temperature specifications set forth in Section 8.02, in respect of which performance reduction the Tenant shall have no claim against the Landlord.

12.03 REMOVAL OF FIXTURES

- (a) So long as the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall then have the right to remove its trade fixtures but shall make good any damage caused to the Premises resulting from the installation or removal thereof; provided that on such expiration of the Term all alterations, additions, improvements and fixtures constructed and installed in the Premises and attached in any manner to the floors, walls or ceiling including any floor covering and light fixtures, are hereby deemed not to be trade fixtures and shall remain upon and be surrendered with the Premises and become the property of the Landlord absolutely, except to the extent the Landlord requires removal thereof pursuant to Section 12.03(d).
- (b) If the Tenant fails to remove its trade fixtures and restore the Premises as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof pursuant to Section 12.03(d).
- (c) Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 12.03(d), become and be deemed to be the property of the Landlord, without indemnity to the Tenant and as

Appendix A – Lease Agreement

- 14 -

additional liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord.

- (d) Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord pursuant to the other provisions of Section 12.03, the Tenant shall forthwith remove the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant and whether or not the Term of this Lease has expired or otherwise been terminated.
- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 12.03(d), fails to promptly remove any trade fixtures, furnishings, alterations, additions, improvements and fixtures in accordance with such notice, then the Landlord may enter into the Premises and remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

12.04 LANDLORD'S ALTERATIONS

- (a) The Landlord reserves the rights to:
 - (i) make any changes or additions to the equipment, appliances, pipes, conduits, ducts or structures of any kind in the Premises where necessary to serve adjoining premises or other parts of the Complex;
 - (ii) alter the location and nature of the Common Areas including the Parking Areas and including reducing the number of Parking spaces or changing the layout of the Parking Areas and erect additions thereto or extend any part of the Common Areas;
 - (iii) make alterations or additions to the buildings and facilities of the Complex;
 - (iv) build additional stores or construct other buildings or improvements in or adjacent to the Complex from time to time and make alterations thereof or additions thereto; and
 - (v) build additional stories on any buildings in the Complex and to build adjoining the same.
- (b) The aforementioned rights may be exercised by the Landlord in its unfettered discretion and without any claim for damages or indemnification against the Landlord, its employees or agents and without diminution or abatement of rent except during any period of time during which the Tenant is unable to carry on business with the public because of the exercise of such rights by the Landlord. In the event that such exercise results in a change in the Floor Area or Gross Leaseable Area, the Semi-Gross Rent and Tenant's proportionate share of Additional Rent payable thereafter shall be recalculated in the manner set forth in Section 4.02, but without any adjustment with respect to any earlier payment of either Semi-Gross Rent or the Tenant's Proportionate Share of Additional Rent. If an excavation shall be made upon lands or premises adjacent to the Premises, the Tenant shall afford to the person causing or authorized to cause such excavation, licence to enter upon the Premises for the purpose of doing such work as the Landlord may deem necessary to preserve the building of which the Premises form a part from injury or damage and to support same by proper foundations
- (c) In the event that the Landlord requires the Premises as a result of the exercise by the Landlord of the aforementioned rights, the Landlord on at least eight (8) months prior notice, may require the Tenant to move into new Premises on a temporary or permanent basis. The new premises to the extent as is possible shall be in a reasonably comparable location and having approximately the same area. In the event the Landlord exercises its right to relocate the Tenant into new premises, the Landlord shall pay, without duplication and upon being furnished with invoices or other proof of payment reasonably satisfactory to the Landlord, the reasonable direct out-of-pocket costs incurred by the Tenant solely as a result of such relocation. In no case will the Tenant be reimbursed or compensated for indirect costs or damages including overhead, overtime charges or loss of profits.

12.05 Intentionally deleted

ARTICLE 13.0- SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION

13.01 NO ABATEMENT

If during the Term the building in which the Premises or any part thereof is situate shall be destroyed or damaged by any cause whatsoever such that the Premises are rendered unfit for occupancy by the Tenant, the rent hereby reserved shall not abate in whole or part except to the extent that such rental loss is recovered by the Landlord under any policies of insurance against such loss which the Landlord may have taken out.

13.02 SUBSTANTIAL DESTRUCTION

In the event of damage or destruction of the Premises, or of any other portion of the Complex, whether or not the Premises be affected thereby, to the extent that, in the reasonable opinion of the Landlord:

- (a) the cost of repair, restoration or reconstruction exceeds fifty percent (50%) of the replacement cost (excluding foundation and excavation costs) of such damaged or destroyed portions of the Complex; and
- (b) the repair, restoration or reconstruction cannot, with the exercise of reasonable diligence, be accomplished to enable such portions of the Complex to reopen for business within six (6) months of the date of such damage or destruction;

then the Landlord may within sixty (60) days after such damage or destruction and on giving thirty (30) days written notice to the Tenant declare this Lease terminated forthwith and in such event, the Term shall be deemed to have expired and the Tenant shall deliver up possession of the Premises accordingly, rent shall be apportioned and shall be payable up to the date of termination stated in such notice and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

13.03 ARCHITECT'S CERTIFICATE

The certificate of the Landlord's architect certifying that damage or destruction has occurred to the extent set forth in Section 13.02 shall be binding and conclusive upon the Tenant for the purposes hereof.

13.04 REBUILDING

If this Lease is not terminated pursuant to Section 13.02, and the Landlord recovers insurance for such damage or destruction pursuant to Section 9.02, the Landlord shall cause such damage or destruction to be repaired, restored or reconstructed, save as to items which are the responsibility of the Tenant pursuant to Section 11.02. The Landlord may make changes to the Complex in the event of the reconstruction.

13.05 EXPROPRIATION

- (a) If during the Term, title is taken to the whole or any part of the Complex (whether or not such part includes the Premises) by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable Complex, the Landlord may at its option terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant shall immediately deliver up possession of the Premises, rent shall be payable up to the date of such termination and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.
- (b) In the event of any such taking, the Tenant shall have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant.

13.06 TERMINATION ON DEMOLITION

If at any time the Landlord shall have decided to substantially re-develop or re-construct the Complex to the extent that vacant possession of the Premises is necessary or expedient, or to demolish the building of which the Premises are a part, the Landlord may terminate this Lease by giving six (6) months' notice in writing to the Tenant. Provided that if the Landlord is not ready to commence work as of the effective

Appendix A – Lease Agreement

- 16 -

date of the termination the Tenant may stay, at the Landlord's option, on as a monthly tenant on the same lease terms until the earlier of thirty (30) days before the work is ready to be commenced or the end of the lease term as otherwise determined.

ARTICLE 14.0 - ASSIGNMENT AND SUBLETTING

14.01 ASSIGNING OR SUBLETTING

- (a) The Tenant shall not assign this Lease in whole or in part nor sublet all or any part of the Premises without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Section. The Tenant may not, under any circumstances, sublet only a portion of the Premises. If the proposed assignee or subtenant is not, in the Landlord's opinion, of equal or better credit worthiness as the Tenant, it shall not be deemed to be unreasonable for the Landlord to require such further covenants or a security deposit to be given as a condition of the consent.
- (b) Notwithstanding any assignment or sublease, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.
- (c) If the Lease is assigned or if the Premises are sublet or occupied by anybody other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion thereof, to the rent herein reserved.
- (d) No assignment or sublease shall be made or proposed other than to responsible persons, firms, partnerships or bodies corporate who undertake to perform and observe the obligations of the Tenant hereunder by entering into an assumption agreement directly with the Landlord on a form to be prepared by the Landlord at the Tenant's expense.
- (e) the prohibition against assigning or subletting, without the consent required by this Section, shall be construed to include a prohibition against any assignment or sublease by operation of law.
- (f) The consent by the Landlord to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease.
- (g) Notwithstanding any assignment, sub-letting, transfer or other event referred to in this Article, the Tenant and any Indemnifier shall not be relieved of liability by any subsequent amendment of the terms hereof between the Landlord and the assignee or any other party or any granting of time, renewals, extensions, indulgences, releases, discharges or other arrangements with the assignee or any other party. Any assignment or other document effecting a transaction to which the Landlord's consent is required shall be in a form satisfactory to the Landlord. Any assignment or sublease shall at the Landlord's option be on the Landlord's form and shall in any event contain a covenant by the assignee or the sublessee with the Landlord that it will observe and perform all of the Tenant's obligations contained in this Lease. Any such document shall be reviewed by the Landlord and its solicitors or prepared by them all at the expense of the Tenant. The Landlord shall be entitled to the receipt of any rental in excess of that payable hereunder or consideration received by the Tenant from an assignee or subtenant as a result of such sublease or assignment which consideration is in excess of the fair market value of the Tenant's fixtures or business being sold to such permitted assignee or subtenant. The Tenant shall provide such information as is reasonably requested by the Landlord including a copy of the Agreement of Purchase and Sale, the proposed form of sublease or assignment and information concerning the proposed assignee as is necessary to evaluate the proposed subtenant.
- (h) If the Tenant shall request the Landlord's consent (except for mortgaging or similar purposes) under this Article to a party not continuing the business of the Tenant in the Premises, the Landlord shall have an option to terminate this Lease or in the event of a Sublease of part of the Premises with respect to that part being sublet. Such option shall be exercisable by notice delivered by the Landlord to the Tenant within fifteen (15) days of the request for consent. If the Landlord so exercises its option, the Tenant shall have the right within fifteen (15) days to withdraw its request for consent by notice in writing to the Landlord, and in that event, the exercise of the option by the Landlord and the request for consent shall have no further force and effect according to its terms (including this provision).

Appendix A – Lease Agreement

- 17 -

14.02 BULK SALE

No bulk sale of the goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld so long as the Tenant and the purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations hereunder will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

14.03 ADVERTISING FOR SUBLEASE

For purposes of ensuring confidentiality of this Lease, the Tenant shall not print, publish, post, mail, display, broadcast or otherwise advertise or offer the whole or any part of the Premises for the purposes of assignment, sublease, transfer or encumbrance, and shall not permit any broker or other party to do any of the foregoing, unless the complete text and format of any such notice, advertisement or offer shall first have received the Landlord's written consent, which shall not be unreasonably withheld. In no event shall any such text or format contain any reference to the rent payable in respect of the Premises.

14.04 SUBORDINATION AND ATTORNMENT

- (a) This Lease is subordinate to any mortgage or mortgages, or lien resulting from any other method of financing or refinancing, now or hereafter in force against the Complex or any part thereof, as now or hereafter constituted, and to all advances made or hereafter to be made upon the security thereof. Upon the request of the Landlord and by way of such document as may be required by the Landlord, the Tenant shall evidence its subordination.
- (b) The Tenant shall, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any mortgage or other method of financing or refinancing made by the Landlord in respect of the Complex, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, should such encumbrancer so elect and require by notice in writing to the Tenant. The Tenant acknowledges that upon receipt of notice requiring it to attorn in accordance herewith, it shall be deemed to attorn without the necessity for any written acknowledgement.
- (c) No subordination or attornment as required by this Section shall have the effect of disturbing the Tenant's occupation and possession of the Premises, provided that the Tenant is not in default hereunder and complies with all of the covenants, terms and conditions hereof.

14.05 ESTOPPEL CERTIFICATE, ACKNOWLEDGEMENTS

- (a) Whenever requested by the Landlord or an encumbrance holder or other third party having an interest in the Complex, the Tenant shall promptly execute and deliver an estoppel certificate or other form of certified acknowledgement as to the status and validity or otherwise of this Lease, and the state of the rental account hereunder, and such other information as may reasonably be required, including a copy of the Tenant's most recent audited financial statements.
- (b) On request of the Landlord, the Tenant shall execute an acknowledgement of the commencement date, which acknowledgement shall be in such form as may be reasonably required by the Landlord, and the Tenant shall transmit such acknowledgement to the Landlord forthwith.

14.06 SALE BY THE LANDLORD

The Landlord shall use reasonable efforts to obtain from any proposed purchaser or transferee of the Complex an agreement to the effect that the Tenant's occupancy of the Premises shall not be disturbed by such purchaser or transferee. The Landlord named herein shall be relieved of any obligation hereunder arising from and after the date of completion of such sale or transfer.

ARTICLE 15.0 - INDEMNITY, LIENS

15.01 TENANT'S INDEMNITY

The Tenant shall indemnify and save harmless the Landlord its managers, agents, mortgagees, and their respective employees, directors, officers and contractors of and from all loss and damage and all fines,

expenses, costs, suits, claims, demands, actions and liabilities of any kind or nature for which the Landlord shall or may become liable, incur or suffer by reason of the occupancy and use of the Premises by the Tenant, a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for improvements, alterations, or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act, neglect or default on the part of the Tenant or any of its employees, agents, contractors, customers, licensees or invitees.

15.02 PERSONAL INJURY AND PROPERTY DAMAGE

- (a) The Landlord shall not be liable or responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant or by any other person who may be upon the Premises, or for any loss or damage however caused to any property belonging to the Tenant or to its employees, agents, customers, licensees, invitees or any other person while such property is in or about the Premises save for any maliciously wrongful act of the Landlord.
- (b) Without limiting the generality of the foregoing, the Landlord shall not be liable for:
 - (i) any injury or damage of any nature whatsoever to any person or property caused by failure, by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruptions of any utility or elevator or escalator or other services, or by steam, water, rain, snow, or other substances leaking into, issuing or flowing into any part of the Premises or from the water, steam, sprinkler or drainage pipes or plumbing of the Complex or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any other tenant;
 - (ii) any act, omission, theft, malfeasance or negligence on the part of the agent, contractor or person from time to time employed by the Landlord to perform janitor services, security services, supervision or any other work in or about the Premises or the Complex;
 - (iii) loss or damage, however caused, to books, records, filed, money, securities, negotiable instruments, papers or other valuables of the Tenant; or
 - (iv) under any circumstances, any indirect, consequential or business losses of the Tenant.

15.03 LIENS

The Tenant will, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any construction or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed or may settle any such lien or claim, in which case the Tenant shall pay to the Landlord as Additional Rent the cost thereof, including the Landlord's legal costs on a solicitor and his own client basis, plus an administration fee of 15% , forthwith upon demand.

ARTICLE 16.0 - DEFAULT, REMEDIES, TERMINATION

16.01 DEFAULT

If and whenever:

- (a) the Tenant shall be in default in the payment of any rent, whether hereby expressly reserved or deemed as such, or any part thereof on the due date on which the Tenant is to make such payment or, in the absence of such specific due date, for the ten (10) days following written notice by the Landlord requiring the Tenant to rectify the same; or
- (b) the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises, shall be taken or seized in execution or attachment, or if any writ of execution shall issue against the Tenant, or the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver shall be appointed for the business, property, affairs or revenues of the Tenant; or

Appendix A – Lease Agreement

- 19 -

- (c) the Tenant shall fail to commence, diligently pursue and complete the Tenant's Work to be performed pursuant to any Agreement or Offer to Lease pertaining to the Premises or other agreement signed by the parties or fail to open for business when required, or vacate or abandon the Premises or threaten or commence to do so, or fail or cease to operate pursuant to Section 10.02 or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as set forth in Section 1.01(h), make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move, commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in its routine course of the business, or part with possession of the Premises except as permitted in section 14.01 hereof; or
- (d) the Tenant shall not observe, perform and keep each and every of the covenants, agreement, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the period stipulated in paragraph (a) aforesaid or, in the case of any other default, after fourteen (14) days following written notice from the Landlord requiring that the tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than fourteen (14) days to rectify, unless the Tenant shall commence rectification within the said fourteen (14) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

then, and in each of such cases, and at the option of the Landlord, this Lease may be terminated and the Term shall then immediately become forfeited and void, and the Landlord may without notice or any form of legal process whatever forthwith re-enter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former estate, anything contained herein or in any Statute or law to the contrary notwithstanding. Notwithstanding any such termination, the provisions of this Lease relating to the consequences of termination shall survive. For the purposes of this Lease any of the events listed in Section 16.01 hereof may be referred to herein as an "Event of Default".

16.02 LANDLORD'S RIGHTS

On the occurrence of an Event of Default in addition to any rights of the Landlord at law or by Statute, the Landlord shall have the right to exercise on or more of the following remedies:

- (a) The Landlord may perform any obligations which the Tenant should have performed or cause the same to be performed and for such purpose may enter upon the Premises and do such things thereon as the Landlord may consider requisite without effecting a termination of this Lease;
- (b) The Landlord may enter the Premises by force or otherwise at any time of the day or night and distraint upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained upon in the Premises and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole and absolute discretion be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other, and for such purpose the Landlord may at the Tenant's expense, employ such bailiffs or agents as it deems appropriate and the Landlord may distraint on the goods and chattels and remove them from the Premises, or if it sees fit leave them on the Premises, and to secure the goods and chattels it may change the locks or take other security measures on the Premises without effecting a termination of this Lease.
- (c) The Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant.
- (d) In order to re-let the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it may deem necessary or advisable for the purpose of such re-letting, and it may re-let the Premises or any part thereof for such term or terms and such rental or rentals and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such re-letting, all rentals received by the Landlord from such re-letting shall be applied first to the payment of the

Landlord's costs and expenses of such re-letting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord for the account of the Tenant without interest until the end of the Term. No such re-letting nor the receipt of any such rentals from any new Tenant shall exonerate the Tenant from its obligations to pay Rent hereunder as it falls due, nor shall the creation of the relation of the Landlord and Tenant between the Landlord and any party to whom the Premises may have been re-let in any way terminate this Lease.

- (e) (i) The Landlord may terminate this Lease by commencing legal action or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies including that set out under subsection (d) hereof. In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of subsection (d) hereof, the Landlord may at any time terminate this Lease by notice to the Tenant and thereafter any then existing or later Lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under subsection (e) or proceeding under subsection (d) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under subsection (d) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the term shall have the effect of terminating this Lease without notice to that effect to the Tenant.
- (ii) In the event of the occurrence of a default, the Landlord may at its option terminate the Lease which termination shall be deemed to have taken place the day prior to the event of default having occurred.
- (f) The Landlord shall be entitled to damages from the Tenant for breach of this Lease. If it should be necessary to determine the present value of any item of Rent, such present value shall be determined using a discount rate equal to the prime rate of The Toronto-Dominion Bank at the time less one (1%) percentage point.
- (g) At the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this subsection, where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord, the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period it shall be equal to three (3) times the average monthly instalment since the beginning of the term.
- (h) On any termination for default, all fixtures, Tenant's improvements or other installations in the Premises, which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or upon the Building and which are not the property of the Landlord, shall at the Landlord's option forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures, and whether or not they would be removable by the Tenant at the expiry of the term if there had been no default.
- (i) At the option of the Landlord, to take any action to which it would be entitled if it were a secured creditor of the Tenant pursuant to the Personal Property Security Act and for the purposes thereof this Lease shall be constituted a Security Agreement for Rent owed and owing pursuant to the said Act. The Tenant hereby grants to the Landlord a continuing security interest over all its property and undertaking as security for the Rents payable hereunder.

16.03 INTEREST AND COSTS

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, or the Tenant is late in making any payment hereunder and whether or not legal proceedings are begun or considered in consequence of such default, and whether or not this Lease is terminated; the Landlord shall be entitled to

Appendix A – Lease Agreement

- 21 -

be paid by the Tenant forthwith on demand in addition to any other amounts which may be payable or owing hereunder, all of the following which shall be deemed to be Rent payable:

- (a) The cost of effecting any repairs or performing any obligation of the Tenant, together with an allowance of fifteen percent (15%) for the Landlord's overhead and supervision;
- (b) The Landlord's costs and expenses in preparing the Premises for re-letting in such manner as in its sole and absolute discretion it deems necessary or advisable, together with an allowance of fifteen percent (15%) for the Landlord's overhead and supervision;
- (c) The Landlord's Court costs, collection costs, and legal fees as between a solicitor and his own client;
- (d) Interest on Rent and any other amounts overdue under the terms of this Lease and on any monies expended by the Landlord in consequence of any default by the Tenant at the rate per annum which is equal to the prime rate of The Toronto-Dominion Bank at the time of calculation plus two (2%) percentage points calculated and compounded monthly plus an administration fee of TEN DOLLARS (\$10.00) per day for each day such amount or part thereof remains outstanding; and
- (e) Any other costs, charges or expenses, which the Landlord incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Tenant.

16.04 Intentionally deleted

16.05 REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease pursuant to Section 16.01. The failure by the Landlord to enforce any term or covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Tenant contained in this Lease may be waived by the Landlord, unless such waiver be in writing executed by the Landlord. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent. No payment by the Tenant, or receipt by the Landlord of any Rent or other sum from the Tenant, nor any endorsement or statement on any cheque or letter accompanying payment, nor any other statement shall be deemed to be an "accord and satisfaction" or operate as a waiver or be deemed to waive any of the Landlord's rights with respect to the amount actually owing, and the Landlord may with or without notice to the Tenant accept such cheque or payment without prejudice to its rights to recover the balance actually owing or to pursue any other remedy to which it is entitled. The Landlord shall be under no obligation to the Tenant to enforce any provision of this Lease, or any provision of any other tenant.

16.06 LANDLORD NOT LIABLE

The Landlord shall not be liable for any loss or damage to the Tenant's property or business caused by any reasonable acts of the Landlord in the exercise of its rights and remedies hereunder.

16.07 FOR LEASE SIGNS

The Landlord shall have the right within six (6) months prior to the termination of the Term to place upon the Premises a notice, of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are to let and the Tenant shall not remove or obscure such notice or permit the same to be removed or obscured.

16.08 HOLDING OVER

If the Tenant continues to occupy the Premises with the consent of the Landlord after the expiration or other termination of the Term without any further written agreement and subject to immediate termination by the Landlord without notice, the Tenant shall be a monthly tenant at a minimum monthly rent equal to twice the Semi-Gross Rent as aforesaid) and Additional Rent as herein provided and subject always to all

Appendix A – Lease Agreement

- 22 -

of the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the Premises such that the Tenant shall deliver possession of the demised premises pursuant to Section 16.10 of this Lease upon termination of such monthly tenancy.

16.09 WAIVER OF RIGHTS OF REDEMPTION

The Tenant hereby expressly waives any and all rights of redemption or relief from forfeiture granted by or under any present or future laws in the event of the Tenant being evicted or dispossessed from the Premises for any cause, or in the event or the Landlord obtaining possession of the Premises or of the Tenant's goods and chattels on the Premises, by reason of the default of the Tenant or otherwise.

16.10 VACATE UPON TERMINATION

At the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises in the same condition as the Premises were in upon delivery of possession to the Tenant, subject to the exceptions from the Tenant's obligation to repair in accordance with Section 11.02, and subject to the Tenant's rights and obligations in respect of removal in accordance with Section 12.03, and shall surrender all keys to the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, in the Premises.

ARTICLE 17.0 - GENERAL PROVISIONS

17.01 INDEMNIFIER

The obligations of the Indemnifier, if any, shall be as set out in Schedule "B".

17.02 APPROVALS

No provision in this Lease requiring the Landlord's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Landlord relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Landlord on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

17.03 LANDLORD'S PERFORMANCE

Notwithstanding anything in this Lease to the contrary, the Landlord shall be deemed not to be in default in respect of the performance of any of the terms, covenants and conditions of this Lease if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any materials, services or financing, Act of God, or other cause beyond the control of the Landlord.

17.04 RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

17.05 SOLE AGREEMENT AND SURVIVAL OF AGREEMENT TO LEASE

This Lease and any Agreement to Lease pertaining to the Premises and executed and delivered by or on behalf of the Tenant and the Landlord, set forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Premises and the Complex and there are no warranties, representations, covenants, promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than as set forth in this lease, as modified pursuant to Section 17.06, or the said Agreement to Lease. The provisions of the said Agreement to Lease shall survive the execution and delivery of this Lease, provided that such provisions shall be deemed to be, and survive only as, covenants and not conditions and provided further that in the event of any conflict or contradiction between this Lease and the said Agreement to Lease, the provisions of this Lease shall prevail.

Appendix A – Lease Agreement

- 23 -

17.06 MODIFICATIONS

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by the parties. At the request of the Landlord, the Tenant and the Indemnifier shall execute and deliver a modification agreement reflecting the changes in this Lease resulting from an adjustment in Floor Area or an extension of the Termination Date or reflecting any other alteration, amendment, change or addition agreed to between the parties, provided that the failure of the Tenant or the Indemnifier to do so shall not mean that the Tenant or the Indemnifier are not bound by the provisions of this Lease with respect to the effect of any such adjustment in Floor Area or an extension of the Termination Date.

17.07 NO BROKERAGE COMMISSION

As part of the consideration for the granting of this Lease, the Tenant represents and warrants to the Landlord that no broker or agent (other than any broker or agent authorized in writing by the Landlord) negotiated or was instrumental in negotiating or consummating this Lease. Notwithstanding the foregoing, any broker or agent of the Tenant shall be paid by the Tenant to the exoneration of the Landlord.

17.08 APPLICABLE LAW, COURT, LANGUAGE

- (a) This Lease shall be governed and construed by the laws of the Province of Ontario.
- (b) The venue of any proceedings taken in respect of this Lease shall be at Toronto, Ontario, so long as such venue is permitted by law, and the Tenant shall consent to any applications by the Landlord to change the venue of any proceedings taken elsewhere to Toronto, Ontario.
- (c) The parties hereto have required that the present agreement and all deeds, documents or notices relating thereto be drafted in the English language.

17.09 REGISTRATION

- (a) Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any permitted assignment or permitted sub-lease of this Lease or any document evidencing any interest of the Tenant in the Lease or the Premises, against the lands or any part thereof comprising the Complex or the Premises. If either party intends to register a document for the purpose only of giving notice of this Lease or of any permitted assignments or permitted sub-lease of this Lease, then, upon request of such party, both parties shall join in the execution of a short form of this Lease (the "Short Form") solely for the purpose of supporting an application for registration of notice of this Lease or of any permitted assignment or permitted sub-lease. The form of the Short Form and of the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall (i) be prepared by the Landlord or its solicitors at the Tenant's expense; (ii) include therein a provision for, and require consent to, such registration by or on behalf of the Landlord; and (iii) only describe the parties, the Premises and the commencement date and expiration date of the Term. The Tenant agrees that registration, if any, of notice of this Lease or of any permitted assignment or permitted sub-lease by way of application pursuant to this section shall not proceed with respect to the entire Complex. The Landlord shall, in extending such consent, direct and identify from among the parcels of land comprising the Complex, the parcel or parcels within which the Premises are situate and any such notice shall be registered only against the title to such parcel or parcels. At the end of the Term the Tenant shall register an Application to Delete Notice of Lease from title at its sole cost and expense.
- (b) The Short Form shall contain a provision whereby the Tenant constitutes and appoints the Landlord and its nominees as the agent and attorney of the Tenant for the purpose of executing any instruments in writing required from the Tenant to give effect to this Section. All cost, expenses and taxes necessary to register or file the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall be the sole responsibility of the Tenant and the Tenant will complete any necessary affidavits required for registration purposes, including affidavits necessary to register a power of attorney contained in the Short Form. If requested by the Landlord, the Tenant shall execute promptly a power of attorney at any time and from time to time as may be required to give effect to this section.

17.10 CONSTRUED COVENANT, SEVERABILITY

All of the provisions of this Lease are to be construed as covenants and agreements. Should any

Appendix A – Lease Agreement

- 24 -

provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

17.11 TIME

Time shall be of the essence hereof.

17.12 NOTICE

- (a) Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given three (3) days following the date upon which it was mailed. The addresses of the parties for the purpose hereof shall be, in the case of the Landlord, the address of the Landlord set forth in Section 1.01(a)(ii), and to such other party as the Landlord may require, and in the case of the Tenant, the address set forth in Section 1.01(d) or, in the event that the address is not so set forth, at the address of the Premises, and in the case of the Indemnifier, if any, at the address set forth in Section 1.01(c), or at such other respective address as may be established pursuant to Section 17.12. Notwithstanding the foregoing, during the currency of any interruption in the regular postal service, any notice to the Tenant may be left at the Premises and shall be effective upon being so left.
- (b) Any notice or service required to be given or effected under any statutory provision or rules of Court from time to time in effect in the Province of Ontario shall be sufficiently given or served if mailed or delivered at the address as aforesaid or, in the case of a party which is a corporation, if mailed to the registered office or registered head office within Ontario of that corporation.
- (c) Any party hereto may at any time give notice in writing to another of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.
- (d) Notwithstanding that the copy of any notice to the Tenant is not given to or received by the Indemnifier in accordance with Section 17.12, such notice to the Tenant shall be effective and valid as against both the Tenant and Indemnifier and the Landlord shall have all the rights and remedies contained in this Lease.

17.13 INDEX, HEADINGS

The index, headings and any marginal notes in this Lease are to be inserted for convenience or reference only and shall not affect the construction of this Lease or any provision hereof.

17.14 NUMBER AND GENDER

Whenever the singular or masculine or neuter is used in this Lease, the same shall be construed to mean the plural or feminine or body corporate where the context of this Lease or the parties hereto may so require.

17.15 NO TRANSFER ON BANKRUPTCY

Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any Trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

17.16 SUCCESSORS BOUND

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties and if there shall be more than one party described in Section 1.01(b), they shall all be bound jointly and severally by the terms, covenants and agreements herein on the part of the Tenant. No rights, however, shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been first approved by the Landlord in accordance with Section 14.01.

17.17 TENANT'S ACCEPTANCE

The Tenant hereby accepts this Lease of the Premises, subject to the conditions, restrictions and covenants set forth herein.

Appendix A – Lease Agreement

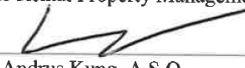
- 25 -

17.18 COUNTERPART AND ELECTRONIC EXECUTION

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that: (a) to the extent a party signs this Lease using electronic signature technology, by clicking "sign", such party is signing this Lease electronically; and (b) the electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability, and admissibility, the same as hand-written signatures.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first above written.

CENTENNIAL HOUSE LIMITED
by its Authorized Agent and Manager
Briarlane Rental Property Management Inc.

Per: 
Andrus Kung, A.S.O.
I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF
LONDON**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

Appendix A – Lease Agreement

SCHEDULE "A" RULES AND REGULATIONS

1. REFUSE
 - (a) All trash, rubbish, waste material and other garbage shall be kept within the Premises until the day of removal, such removal to be at the expense of the Tenant on a regular basis as determined by the Landlord.
 - (b) The Tenant shall not burn any garbage in or about the Premises or anywhere within the Complex.
 - (c) If the Tenant's garbage is of a deteriorating nature, creating offensive odours, the Tenant shall utilize and maintain at its cost and expense refrigerated facilities as required by the Landlord.
 - (d) In the event the Landlord considers necessary, or otherwise consents in writing to, the placing of the Tenant's garbage outside the Premises, such garbage shall be placed by the Tenant in containers approved by the Landlord but provided at the Tenant's expense and kept at a location designated by the Landlord.
2. OVERLOADING, SUSPENSION
 - (a) The Tenant shall not overload any floor of the Premises in excess of one hundred (100) pounds per square foot.
 - (b) The Tenant shall not hang or suspend from any wall or ceiling or roof, or any other part of the Complex, any equipment, fixtures, signs or displays which are not first authorized by the Landlord.
3. ELECTRICAL EQUIPMENT
 - (a) The Tenant shall at its sole cost and expense, install and maintain all necessary lighting fixtures, electrical equipment and wiring therefor.
 - (b) If the Tenant requires any electrical equipment which might overload the electrical facilities in the Premises, the Tenant shall submit to the Landlord plans and specifications for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain the Landlord's written approval to perform such works, which shall meet all the applicable regulations or requirements of any government or other competent authority, the Association of Insurance Underwriters and the Landlord's insurers, all at the sole cost and expense of the Tenant.
4. PLUMBING
 - (a) No plumbing facilities shall be used for any purpose other than that for which they were designed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by the Tenant or by any person for whom the Tenant is responsible shall be borne by the Tenant.
 - (b) If the Tenant is engaged in a business required by law to have public-washroom accommodation with the Premises, the installation of water-closets and wash-basins and plumbing pertaining thereto and all finishing of such washroom shall be carried out by the Tenant at the Tenant's expense in accordance with the Landlord's specification. Additional water and drainage lines, as may be required for such installation, will be brought by the Landlord to the Premises at the Tenant's expense. Equipment to prevent clogging of the Landlord's drains shall be installed in the Premises by the Tenant at the Tenant's expense. Where the Leased Premises are leased as a restaurant or for any other purpose which the Landlord in its sole discretion is of the opinion that such clogging may result, the Tenant shall install grease traps or other equipment, as required by the Landlord.
 - (c) If domestic hot water is required by the Tenant, Tenant shall supply and install, at his expense, a domestic water storage tank, heater and all domestic hot water piping.
 - (d) The Landlord may require that the Tenant supply and install, at the Tenant's expense, a water meter where the consumption of water exceeds that of a standard Tenant washroom.
5. HVAC OPERATION
 - (a) The Tenant shall operate or permit to be operated its own heating, ventilating or air-conditioning equipment in such manner that there will be no direct or indirect appropriation of heating or

Appendix A – Lease Agreement

- 2 -

cooling from other portions of the Complex (except to the extent that such appropriation may be unavoidable).

- (b) The Tenant shall not leave open any doors or windows to the exterior of the Complex which would adversely affect the performance of any heating, ventilating or air-conditioning equipment in the Complex.

6. SIGNS, ADVERTISING, DISPLAY WINDOW

- (a) The Tenant shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or placards without the prior written consent of the Landlord. The location, size, design, materials, content, construction and method of installation of such sign or signs shall be subject to the written approval of the Landlord before its or their erection and installation. No signs shall have exposed Neon or similar tubing.
- (b) The Tenant shall not use any advertising media that the Landlord shall deem objectionable to it or to other tenants, such, as without limitation, loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts within the Complex in a manner capable of being heard or seen outside the Premises.
- (c) The Tenant shall not install any exterior lighting, exterior decorations or build any aerial or mast, or make any change to the store front of the Premises, without the prior written consent of the Landlord.
- (d) The Tenant shall indemnify and save harmless the Landlord from all claims, demands, loss or damage to any person or property arising out of any sign, mast, aerial or tower installation, notwithstanding any consent by the Landlord thereto.
- (e) The Tenant shall keep all display windows neatly dressed and, together with any other windows, store fronts and lighted signs in, upon or affixed to the Premises, illuminated until 10:00 o'clock in the evening each day except Sunday, or to such other times as required by the Landlord.
- (f) Any installation requiring the Landlord's consent which has not received such consent shall be subject to immediate removal without notice at the Tenant's cost.

7. NO SOLICITATION

The Tenant, or the Tenant's employees and agents, shall not solicit business in the Parking Areas or other Common Areas and shall not distribute any handbills or other advertising matter therein.

8. PARKING

- (a) The Tenant shall furnish the Landlord with Provincial automobile licence numbers of all motor vehicles of the Tenant and its employees within five (5) days after taking possession of the Premises and shall thereafter notify the Landlord of any changes or additions to such numbers within five days after occurrence.
- (b) The Landlord may designate a portion of the Parking Areas for use by tenants and employees and in the event the Tenant and/or its employees park their vehicles in other portions of the Parking Areas, the landlord may charge the Tenant Ten Dollars (\$10.00) per vehicle for each day or portion thereof that such violation occurs or may have such vehicles towed away at the cost of the Tenant and/or its employees.

9. DELIVERY

- (a) The Tenant shall receive, ship, take delivery of, and allow and require suppliers and others to deliver to take delivery of, merchandise, supplies, fixtures, equipment, furnishings and materials only through the appropriate service and delivery facilities designated by the Landlord, at such times as the Landlord may reasonably specify and in accordance with the reasonable directives and further rules and regulations of the Landlord.
- (b) The Tenant shall inform suppliers of such times and rules and regulations respecting delivery so as to accommodate the ease of delivery to and from the Complex.
- (c) The Tenant shall remove all such merchandise and other delivered items from the loading area or other Common Areas immediately upon such delivery or shall pay such costs as may be determined by the Landlord for any hourly, daily or weekly temporary storage permitted by the Landlord.

Appendix A – Lease Agreement

- 3 -

10. PESTS

The Landlord may require that the Tenant at the Tenant's cost, contract with such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require for implementation of a pest control programme.

11. NOTICE OF ACCIDENT, DEFECTS

The Tenant shall give immediate notice to the Landlord in case of fire or accident in case of fire or accident in the Premises or of defects therein or to any fixtures or equipment thereon.

12. EMERGENCY CONTACTS

The Tenant shall provide the Landlord with the names, addresses and telephone numbers of two (2) authorized employees of the Tenant who may be contacted by the Landlord in the event of an emergency relative to the Premises.

13. ENTRY AFTER HOURS

The Tenant and its employees, servants, agents and contractors may enter the Premises when the Complex is closed to the public but only by way of such entrances as the Landlord may designate from time to time and subject to such means as the Landlord may require to control the presence of persons within the Complex when so closed.

14. PERMITS, LICENCES

The Tenant alone shall be responsible for obtaining, from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licences or approvals as may be necessary for the operation of its business, the whole to the entire exoneration of the Landlord.

15. TENANT'S WORK

Any work to be performed in the Premises by the Tenant or its contractors shall be first approved and then made strictly in accordance with the rules and regulations of the Landlord from time to time in respect of work by tenants within the Complex.

16. ENTRY OUTSIDE OF NORMAL BUSINESS HOURS

At any time other than during normal business hours as established from time to time by the Landlord, the Landlord may require that all or any persons entering and leaving the Building identify themselves and register in books kept for that purpose, and may prevent any person from entering the Premises unless provided with a key thereto and a pass or other authorization from the Tenant in a form satisfactory to the Landlord, and may prevent any person removing any goods therefrom without written authorization, and may restrict access to all or any part of the Common Areas and Facilities. The Tenant shall permit and facilitate the entry of the Landlord, or those designated by it, into the Premises for the purpose of inspection, repair, window cleaning and the performance of janitorial services and other proper purposes and shall not permit access to main header ducts, janitorial and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture, carpeting or otherwise. In the event of such obstruction, the Tenant will be responsible for the cost of providing such access. The Tenant shall not place any additional locks or other security devices upon any doors of the Premises or change any existing locks without the prior written approval of the Landlord and subject to any conditions imposed by the Landlord for the maintenance of necessary access.

17. USE OF PREMISES

The Tenant shall not use or permit the use of the Premises or bring or keep anything therein in such manner as to create any objectionable noise, odour or other nuisance or hazard or increase the risk of fire, or breach any applicable provisions of any municipal by-law or other lawful requirement applicable thereto or any requirement of the Landlord's insurers, shall not permit the Premises to be used for cooking (except with the Landlord's prior written consent) or for sleeping, shall keep the Premises tidy and free from rubbish, shall deposit rubbish in receptacles which are either designated or clearly intended for such use, and shall leave the Premises at the end of each business day in a condition such as to facilitate the performance of the Landlord's janitorial services in the Premises.

18. CARE OF PREMISES

The Tenant shall not abuse, misuse or damage the Premises or any of the improvements or facilities therein and in particular shall not deposit rubbish in any plumbing apparatus or use it for any purpose other than that for which it is intended, and shall not deface or mark any walls or other parts of the

Appendix A – Lease Agreement

- 4 -

Premises. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product.

19. RESTRICTION ON FOOD

The Tenant shall not perform, patronize or (to the extent under its control) permit any canvassing, soliciting or peddling on the lands, shall not install in the Premises any machines vending or dispensing refreshments or merchandise and shall not permit food or beverages to be delivered to the Premises by any persons who have been prohibited by the Landlord from bringing food or beverages to the Lands and Building, and the Tenant shall require any food or beverages being delivered to the Premises to be so delivered by such means and at such times as have been authorized by the Landlord.

20. MOVING EQUIPMENT AND FURNITURE

No safe or heavy equipment shall be moved by or for the Tenant or stored in the Premises unless the consent of the Landlord is first obtained, which consent may not be unreasonably withheld and unless all due care is taken. Such equipment shall be moved upon appropriate steel-bearing plates, skids or platforms and subject to the Landlord's direction and at such times, by such means and by such persons as the Landlord shall have approved. No furniture, freight or bulky matter of any description shall be moved in or out of the Premises or carried in the elevators of the Building except during such hours as the Landlord shall have approved. Hand trucks and similar appliances shall be equipped with rubber tires and other safeguards approved by the Landlord, and shall be used only by prior arrangement with the Landlord.

21. CONDOMINIUM

In the event the Building is to be registered as a condominium corporation, the Tenant will sign whatever documents may be reasonably necessary.

22. FURTHER RULES AND REGULATIONS

For the general benefit and welfare of the Complex and the tenants therein, the Landlord may amend these rules and regulations, by alteration or addition, and such amended rules and regulations shall be binding on the Tenant.

Appendix A – Lease Agreement

SCHEDULE "B"

Intentionally deleted.

Appendix A – Lease Agreement

SCHEDULE "C" **TERMS OF OPTION TO EXTEND**

- (a) Provided when not in default and having consistently performed its obligations pursuant to the Lease throughout the term of the Lease, the Tenant shall have the right to extend this Lease upon written notice to the Landlord at least six (6) months prior to the then current term of the Lease for two (2) consecutive terms of two (2) years each on all the same general terms and conditions as contained in the Lease, save as to any further option to extend, any free rent provisions or leasehold improvements and save as to the Semi-Gross Rent which is to be agreed upon by the Landlord and the Tenant three (3) months prior to the end of the then current term of the Lease and will be based on the then current rental rate for comparable space. In the event that the lease form then used by the Landlord has changed, the parties shall enter into a lease on the then current form of lease.
- (b) In the event the Semi-Gross Rent for any extension term is not agreed upon by the parties hereto on or before a date three (3) months before the end of the then current term of the Lease, the Semi-Gross Rent payable, subject to paragraph (c) hereof, shall be determined by arbitration pursuant to the provisions of the Arbitration Act of Ontario on the foregoing basis a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon an arbitrator, one shall be appointed in accordance with the provisions of the Arbitration Act of Ontario. The decision of the arbitrator (including any decision as to costs) shall be final and binding upon the Landlord and Tenant. Each of the Landlord and the Tenant shall provide the arbitrator with the Semi-Gross Rent it proposes and the arbitrator shall choose which proposal is closest to the fair market rental for similarly improved premises, subject to paragraph (c) hereof. The Tenant shall pay the Semi-Gross Rent calculated in paragraph (c) hereof after the end of the then current term and pending the arbitrator's decision, and such rent shall be adjusted forthwith after the decision of the arbitrator.
- (c) In no event shall Semi-Gross Rent during any extension term be less than the Semi-Gross Rent paid over the last year of the previous term.