

**LEASE**

**CAPITAL CITY SHOPPING CENTRE LIMITED**

Landlord

- and -

**THE CORPORATION OF THE CITY OF LONDON**

Tenant

Store No: 107

Northland Mall

London, Ontario

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**APPENDICES AND SCHEDULES**

- Appendix I - Key Data
- Appendix II- Amendments
- Schedule 1 - Definitions
- Schedule 2 - Operating Standards
- Schedule 3 – Landlord’s Scope of Work
- Schedule 3-1 – Final Design Drawing
- Schedule 4 - Legal Description of Project
- Schedule 5 - Leasing Plan

**APPENDIX I**

**KEY DATA**

The following is key data which is part of and may be referred to in this lease:

1. **PROJECT:** Northland Mall, 1275 Highbury Avenue North, London, Ontario
2. **STORE NO:** 107
3. **STORE AREA:** approximately seventeen thousand (17,000) square feet
4. **TRADE NAME:** not applicable
5. **USE:** The Tenant shall use the Store solely for the purpose of general administration offices including child minding associated with such office use, and for no other purpose.
6. **TERM:** five (5) years
7. **TERM START DATE:** August 1, 2014
8. **TERM EXPIRY DATE:** July 31, 2019
9. **RENEWAL PERIOD:** 2 x 5 years
10. **BASIC RENT:** lease years 1 through 5: \$8.83 per square foot per annum of the EXACT Gross Leaseable Area of the Store.

Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default under the terms and conditions of this lease, Tenant shall not be required to pay Basic Rent during the first three (3) month(s) of the Term commencing on the Commencement Date (the "Basic Rent Free Period"), however, during such Basic Rent Free Period, Tenant shall be subject to all other terms and conditions of this lease, including but not limited to the payment of the Tenant's Share of Operating Cost, Realty Tax and its charges for utilities consumed in the Store.

11. **PERCENTAGE RENT:** not applicable
12. **PREPAID RENT:** not applicable
13. **SECURITY DEPOSIT:** not applicable
14. .1 **INITIAL MARKETING FUND CONTRIBUTION:** not applicable
- .2 **REGULAR MARKETING FUND CONTRIBUTION:** not applicable
- .3 **REGULAR CUSTOMER SERVICE CONTRIBUTION:** not applicable
15. **FIXTURING PERIOD:** not applicable
16. **PLAN REVIEW CHARGE:** not applicable
17. **COMPETING BUSINESS RADIUS:** not applicable
18. **LANDLORD NAME AND ADDRESS:**

**CAPITAL CITY SHOPPING CENTRE LIMITED**  
c/o 20 VIC Management Inc., One Queen St. East, Suite 300,  
Box #88, Toronto, Ontario M5C 2W5  
Phone No: (416) 955-0595  
Fax: (416) 955-0569

- 19. **TENANT NAME AND ADDRESS:** **THE CORPORATION OF THE CITY OF LONDON**  
300 Dufferin Avenue, London, Ontario N6A 4L9  
**Attention: Bryan Baar, Manager, Realty Operations, Finance Department**  
Phone No: (519) 661-2500 Ext. 5863  
Fax: (519) 661-5087
  
- 20. **INDEMNIFIER NAME AND ADDRESS:** **not applicable**
  
- 21. **MANAGER:** **20 VIC MANAGEMENT INC.**
  
- 22. **DATE OF THIS STORE LEASING CONTRACT:** **December 11, 2013**

## STORE LEASING CONTRACT

This leasing contract is made as of the date set out in key data item 22 between the person named in key data item 18 as Landlord and the person named in key data item 19 as Tenant.

In consideration of the rents to be paid and the covenants contained in this leasing contract, Landlord leases the Store to Tenant and Tenant leases and accepts the Store from Landlord, to have and to hold the Store during the Term, at the rent, subject to the conditions and limitations and in accordance with the covenants contained in this leasing contract.

### **LEASE ACKNOWLEDGMENT**

It is understood and agreed that notwithstanding use by Landlord of the standard form of retail lease for the Project, the Store will used by Tenant for general administration office purposes. There is no expectation or intention on Landlord's part that Tenant maintain hours of operation consistent with retail tenants or that reference to the premises throughout the lease as "the Store" shall subject Tenant to participation in mall promotions, reporting of revenue or in any manner require Tenant to conduct business as a retail operation.

### **PART 1**

#### **DEFINED TERMS, APPENDICES AND SCHEDULES**

1.1 Each reference in this lease to any portion of the key data in Appendix I shall incorporate the specific information described in Appendix I. Certain words and phrases recurring throughout this lease have defined meanings as set out in Schedule 1. All appendices and schedules to this lease form part of this lease.

#### **BASIC PRINCIPLES OF THE CONTRACT**

1.2 This is a lease as well as a business contract. It is intended that this lease be an absolutely net and carefree lease for Landlord and that rent be received by Landlord free of any cost or obligation concerning the Store or the Project unless specified in this lease. Each provision of this agreement applicable to each party although not expressed as a covenant, shall be construed to be a covenant of such party for all purposes.

### **PART 2**

#### **OPENING AND USE OF STORE**

##### **LANDLORD'S WORK AND TENANT'S WORK**

2.1 Landlord's Work and Tenant's Work shall be completed in accordance with and subject to the provisions of Schedule 3.

##### **USE OF STORE**

2.2 Tenant agrees:

.1 ~~not to commence business in the Store until the Opening Date if the Opening Date is later than the Commencement Date and, so long as Tenant does not so commence business in the Store, all rent first becoming payable on or after the Commencement Date shall abate until the Opening Date.~~

.2 ~~that subject to Section 2.2.1,~~ the Store shall be continuously occupied and used from and after the Commencement Date to the expiry of the Term and in compliance with the Operating Standards, solely for the use specified in key data item 5. No merchandise or service, except that which is specifically authorized in this lease to be offered for sale or use at the Store, shall be permitted to be displayed, sold or used.

.3 to conduct such use in the whole of the Store and to operate only under the trade name specified in key data item 4.

.4 Notwithstanding anything contained herein to the contrary, during the Term, and any extension thereof, Tenant shall operate its business during hours of 8:30 am to 4:30 pm, Monday through Friday, and Tenant's clients shall be permitted to access the Store during those hours. Tenant shall have access to the Store on a 24/7 basis, subject to Landlord's security

measures for the Project, however, nothing herein shall require Landlord to open the Project outside of normal business hours of the Project.

~~.5 not directly or indirectly whether as an owner, partner, shareholder, principal, agent, employee or independent contractor or otherwise, engage in or participate in or be a holder of any security of any nature whatsoever of, or be a lender to or an owner of any debt or portion of a debt of, or furnish any financial aid or other support or assistance of any nature whatsoever to, any Competing Business.~~

~~.6 if Tenant breaches the covenant contained in Section 2.2.5, then in addition to the rights and remedies provided in Part 9 of this lease, from the date on which such Competing Business opens for business, the Basic Rent shall be increased in the same manner as is provided for in Subsection 2.6.1(d)(ii) and Landlord may, at Landlord's election, exercise any one or more of the following rights,~~

- ~~(a) terminate this lease by giving a termination notice to Tenant which specifies a date of termination of the lease which is at least 30 days after such termination notice is given, or~~
- ~~(b) enjoin the operation of the Competing Business.~~

~~.7 that if Tenant fails to take possession of or to open or to re-open the Store for business, fully fixtured, stocked and staffed, or to carry on business during the Term during the whole of the Retail Hours strictly in accordance with the provisions of this lease, Landlord shall be entitled on demand, in addition to any other remedies available to it, to collect a charge (in addition to all other charges payable hereunder) calculated at an hourly rate of \$50.00 for each and every hour, or part thereof, that Tenant fails to carry on business as required. Such amount is a liquidated sum which the parties specifically agree represents the minimum amount of damage which Landlord shall be deemed to have suffered for loss of percentage rentals which otherwise might reasonably have been payable by tenants in the Project and for loss of the benefit of the advertising and promotional expenses incurred by Landlord for the Project and is without prejudice to Landlord's right to claim and prove a greater sum of damages or to avail itself of any other remedies for breach of this lease including, without limitation, the provisions of Part 9 hereof, and to which it is entitled at law.~~

~~.8 if Tenant is a Fast Food Service Tenant it shall comply with the special provisions governing the design, construction, maintenance and ongoing operation of the fast food service areas, including without limitation the provisions in Section 7.3 and paragraph 11 of Schedule 2.~~

#### **OPERATING STANDARDS**

2.3 Tenant shall comply with the Operating Standards. Landlord may from time to time make other rules and regulations to amend and supplement the Operating Standards and which relate to the operation, use, reputation, safety, care or cleanliness of the Project and the Store, the operation and maintenance of buildings and equipment, the use of Common Facilities, and any other matters affecting the operation and use of the Project and conduct of business in the Store and which may differentiate between different types of businesses.

#### **ALTERATIONS TO STORE**

2.4 Tenant shall not make any alteration, installation, repair, addition or improvement to the Store or make, construct, erect, alter or install any sign or Leasehold Improvements in or to the Store, except with the prior written approval of Landlord and in accordance with the procedures and provisions set out in this lease and the Construction Schedule.

#### **LIENS**

2.5 Tenant shall at its own expense immediately discharge or vacate all construction, mechanics' or other liens or executions that may be filed during the Term against this lease, the Store or the Project with respect to any work or services performed or goods or material furnished at the request or for or on behalf of Tenant.

#### **TRANSFER OF STORE**

2.6 .1 Tenant covenants that no Transfer affecting Tenant, this lease, the Store or the business of Tenant at the Store shall be permitted or effective unless and until Landlord's written consent to the Transfer is delivered to Tenant. Tenant shall deliver to Landlord its written request for consent to such Transfer together with copies of the proposed Transfer documents and shall provide Landlord with full particulars of the proposed Transfer and the business and financial responsibility and standing of the proposed transferee and Tenant shall cause the transferee to deliver to Landlord a copy of the transferee's detailed business plan for operation of the Store during the remainder of the Term, which plan must be

satisfactory to Landlord. If Tenant requests Landlord's consent to any Transfer, Landlord may, within 45 days after receipt of such request and receipt of all required documents and information, either:

- (a) refuse its consent (which refusal may be without any reasons being given or for reasons which are arbitrary or unreasonable, and such refusal shall not be subject to any review or any contestation by anyone) where the request is made at any time during the initial three lease years of the Term; or
- (b) withhold its consent to a proposed Transfer on any reasonable basis or on the basis provided in this clause (b) and, in this connection, the parties acknowledge that Landlord agreed to enter into this lease with the original Tenant named in key data item 19 after the exercise of Landlord's own judgment and expertise in determining that such original Tenant was a suitable tenant for the Project having regard to the size and nature of the Project, the substantial investment in the Project by Landlord or any Taxpayer and the business and personal characteristics of such original Tenant. Accordingly, if a Transfer is proposed, Landlord will similarly be entitled to exercise its own judgment and expertise in determining whether the proposed transferee is suitable to Landlord and for the Project; or
- (c) elect to terminate this lease if the request is with respect to a change of control of Tenant or a Transfer of all of the Store, or if the request is to Transfer a portion of the Store only, to terminate this lease with respect to such portion. If Landlord elects to terminate this lease and so advises Tenant in writing, Tenant shall then notify Landlord in writing within 15 days thereafter of Tenant's intention either to refrain from such Transfer or to accept the termination of the lease (in whole, or in part). Failure of Tenant to deliver notice to Landlord within such 15 day period advising of Tenant's intention to refrain from such Transfer, shall be deemed to be an acceptance by Tenant of Landlord's termination of this lease (in whole, or in part, as the case may be). Any termination of this lease pursuant to this Section 2.6.1 shall be effective on the later of the date originally proposed by Tenant as being the effective date of Transfer or the termination date specified in the termination notice which shall be the last day of a month not less than 60 days following the date Landlord's termination notice is given.
- (d) grant its consent with such conditions, if any, as Landlord elects to impose in its sole discretion, which conditions shall be effective upon completion of such Transfer and may include but are not limited to:
  - (i) further limitations upon the use and occupancy of or business to be carried on in the Store;
  - (ii) an increase in Basic Rent to an amount which is the greater of:
    - (1) the annual average of the aggregate of Basic Rent ~~and Percentage Rent~~ payable by Tenant during the 2 years preceding the Transfer, or if less than 2 years have then elapsed, the aggregate of the Basic Rent ~~and Percentage Rent~~ payable by Tenant during such period adjusted to represent an annual amount, and
    - (2) the then fair market basic rent for the Store for the balance of the Term, as determined by Landlord;
  - (iii) the relinquishment of any rights, to renew this lease or extend the Term, or in respect of additional premises in the Project, or of exclusivity of use, or of restrictions on Landlord's use or leasing of any part of the Project and,
  - (iv) the requirement that any party to the Transfer enter into a new lease with Landlord on Landlord's then standard lease form for the Project and that Tenant enter into such new lease as indemnifier;
  - (v) the deletion of any of the amendments to Landlord's standard form of lease contained in this lease;
  - (vi) the requirement that the Store or any part thereof be renovated to comply with Landlord's then current design criteria for the Project in accordance with all applicable provisions of this lease; and
  - (vii) the requirement that any party to the Transfer other than Tenant covenant directly with Landlord in writing and on a joint and several basis to perform and observe



such of the covenants, obligations and agreements of Tenant under this lease as Landlord requires.

- (viii) waiver by Tenant of any then remaining rights to rent free periods or other inducements of any kind provided under the lease; and
  - (ix) acceleration of any outstanding tenant loan to be due and payable in full on demand of Landlord.
- 2.6 .2 If Landlord agrees to grant its consent to any Transfer under Section 2.6.1:
- (a) Tenant shall not permit or cause such Transfer to be completed except:
    - (i) upon terms consistent with the terms of Tenant's request and information under Section 2.6.1 (except to the extent modified by any conditions imposed by Landlord under Section 2.6.1); and
    - (ii) upon conditions imposed by the Landlord, if any, under Section 2.6.1; and
    - (iii) upon terms not otherwise inconsistent with the terms of this lease;
  - (b) the Tenant shall cause to be executed and delivered by any party to the Transfer (including Tenant) such documentation as may be required by Landlord in connection with such Transfer;
  - (c) if Tenant shall receive or be entitled to receive from any transferee either directly or indirectly, any consideration for the Transfer or the use of the whole or any portion of the Store, either in the form of money or monies worth, goods, or services, Tenant shall forthwith pay an amount equivalent in value to such consideration to Landlord and such amount shall be deemed to be Additional Rent due;
  - (d) in the event of any subletting or other Transfer by Tenant under which Tenant receives a rent or other payment of any kind related to any sublease or other right to use the Store or conduct the business of Tenant therein, in the form of money or monies worth, goods or services from the subtenant or any other person, which is more than the rent payable hereunder to Landlord, Tenant shall pay such excess to Landlord in addition to all rent, including Additional Rent, and other charges payable under this lease, and such excess amounts shall be deemed to be further Additional Rent due, but this provision shall not require Tenant to pay to Landlord the normal and usual franchise fees and royalties payable by any approved and permitted franchisee or sub-lessee operating the business in the Store so long as the amounts of such payments are the same as those payable by all of Tenant's franchisees, and
  - (e) if such Transfer shall not be completed within 60 days after Landlord's consent is given, such consent shall expire and become null and void and Tenant shall not then allow or cause such Transfer to be completed without again complying with all the requirements of this Section 2.6;

and such consent shall not be effective unless and until Tenant shall have complied with Sections 2.6.2(a), (b), (c) and (d).

2.6 .3 No Transfer or other disposition by Tenant of this lease or of any interest under this lease shall release Tenant from the performance of any of its covenants under this lease and Tenant shall continue to be bound by and liable under this lease. Tenant's liability under the lease will continue notwithstanding the bankruptcy, insolvency, dissolution, restructuring or liquidation of any transferee of this lease or the termination of this lease for default or the termination, disclaimer, surrender or repudiation of this lease or the abandonment of the Store pursuant to any statute, rule of law or court order. Furthermore, if this lease is terminated for default or abandonment or is terminated, disclaimed, surrendered or repudiated pursuant to any statute, rule of law, or court order then, in addition to and without limiting Tenant's liability under this lease, Tenant, upon notice from Landlord given within 90 days after any such termination, disclaimer, surrender or repudiation, shall enter into a new lease with Landlord for a term commencing on the effective date of such termination, disclaimer, surrender or repudiation and expiring on the date this lease would have expired but for such termination, disclaimer, surrender or repudiation and otherwise upon the same terms and conditions as are contained in this lease with respect to the period after such termination, disclaimer, surrender or repudiation.

2.6 .4 Prior to Landlord considering any requested consent, Tenant shall pay to Landlord a non-refundable fee of \$500.00 for the review and consideration of any requested consent and prior to Landlord delivering any requested consent Tenant shall pay any further costs incurred by Landlord in processing

each request by Tenant for consent to Transfer including all internal and external legal costs incurred.

2.6.5 Tenant will not print, publish, post, display or broadcast any notice or advertisement or otherwise advertise that all or part of the Store is available for lease or sublease or is otherwise available for the purpose of effecting a Transfer, and it will not permit any broker or other person to do any of the foregoing, unless the complete text and format of any such notice or advertisement is first approved in writing by Landlord. Without restricting or limiting Landlord's rights to refuse any text or format on the other grounds, no text or format proposed by Tenant may contain a reference to the rental rate for the Store and in no event shall Tenant display any sign that is visible from outside the Store.

#### **NO EXCLUSION**

2.7 Nothing in this lease shall prohibit, restrict or limit or be deemed to prohibit, restrict or limit the conduct by Landlord or any person other than Tenant of any business in the Project whether or not in competition with the business of the Tenant.

### **PART 3**

#### **RENT**

##### **BASIC RENT**

3.1 From and after the Commencement Date, Tenant shall pay to Landlord an annual rent calculated at the rate specified in key data item 10. Basic Rent so calculated shall be payable by equal monthly instalments in advance on the first day of each month, and if the Commencement Date is not the first day of a month, then the first instalment of Basic Rent shall be payable on the Commencement Date for the broken portion of the month at the beginning of the Term and shall be calculated at a per diem rate of 1/365th of the annual Basic Rent.

Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default under the terms and conditions of this lease, Tenant shall not be required to pay Basic Rent during the first three (3) month(s) of the Term commencing on the Commencement Date (the "Basic Rent Free Period"), however, during such Basic Rent Free Period, Tenant shall be subject to all other terms and conditions of this lease, including but not limited to the payment of Tenant's Share of Operating Cost, Realty Tax and its charges for utilities consumed in the Store.

##### **PERCENTAGE RENT**

3.2 Intentionally deleted.

##### **ADDITIONAL RENT**

3.3 From and after the Commencement Date, or such earlier date specified in this lease, Tenant shall pay to Landlord, or to others if any sums are required by the terms of this lease to be paid to anyone other than Landlord, further annual rent for the Store equal to the aggregate of the following amounts:

- .1 ~~Tenant's Service Cost.~~
- .2 ~~The cost, as determined by Landlord, of refuse and waste collection, removal, disposal or recycling for the Store.~~
- .3 ~~An administrative fee equal to 15% of the total amounts payable by Tenant under Sections 3.3.1 and 3.3.2.~~
- .4 Tenant's Share of Operating Cost Contribution as defined in Schedule 1.
- .5 Tenant's Share of each Realty Tax allocated to the Common Facilities pursuant to Part 5 of this lease.
- .6 Each Realty Tax imposed upon or in respect of the Store and each Realty Tax allocated to the Store under Part 5 of this lease other than the Tenant's Share of any Realty Tax for the Common Facilities if paid by Tenant under Section 3.3.5.
- .7 ~~All amounts payable by Tenant pursuant to the Construction Schedule.~~
- .8 ~~Tenant's contributions under Part 4 of this lease.~~
- .9 All charges for heat, water, gas, electricity or any other Utilities used or consumed in the Store which are not supplied to Tenant by or through Landlord. ~~If so required by any Utility company or, by Landlord or Tenant with the Utility company's agreement,~~

Separate meters shall be installed in or for the Store ~~at Tenant's expense~~ by Landlord at its expense.

.10 ~~The Fast Food Service Cost Contribution.~~

#### **PAYMENT OF ADDITIONAL RENT**

3.4 The amount of Additional Rent which Tenant is to pay may be estimated by Landlord for such period, not in excess of 12 months, as Landlord may determine. Tenant agrees to pay to Landlord such amount in monthly instalments in advance during such period on the dates and at the times for payment of Basic Rent provided for in this lease. Tenant agrees to deliver to Landlord at the time and for the period requested from time to time by Landlord monthly post-dated cheques in amounts conforming with the monthly Basic Rent payments, plus any Additional Rent payments estimated by Landlord in advance, or at Landlord's option, all payments by Tenant to Landlord required or contemplated by this lease shall be made, if and to the extent Landlord so requires and designates, by way of an automated debiting system whereby payments are deducted from Tenant's bank account and credited to Landlord's bank account on the dates due hereunder, or by direct electronic deposit to Landlord's bank account.

#### **STATEMENTS**

3.5 As soon as practicable after the end of each Fiscal Period, Landlord shall give to Tenant a statement of the actual amount of Operating Cost for such Fiscal Period, and Landlord's statement of Tenant's Share thereof and from time to time Landlord shall provide statements of the actual amounts payable by Tenant for the relevant Fiscal Period for other items of Additional Rent, in each case showing in reasonable detail the information relevant and necessary to the calculation of the amounts shown to be payable by Tenant. If any such amounts are greater or less than the estimated amounts paid by Tenant on account, appropriate adjustments will be made between Landlord and Tenant within 30 days after any such statement is given. Landlord's statement shall be based upon the Landlord's unamended definition of Operating Cost in its standard lease form for Mall tenants in the Project from time to time.

#### **REPORTING GROSS REVENUE**

3.6 **Intentionally deleted.**

#### **RECORDS**

3.7 **Intentionally deleted.**

#### **REVIEW**

3.8 **Intentionally deleted.**

#### **TENANT TO PAY RENT**

3.9 Tenant covenants to pay rent without any deduction, abatement or set off except as specified in this Section. All rent in arrears shall bear interest at the Interest Rate from the date on which the same became due until the date of payment. If Tenant shall fail to pay to Landlord any rent when due hereunder or if any cheque tendered by Tenant for payment of rent is returned due to insufficient funds, Tenant, in addition to the interest charge payable under the preceding sentence, shall pay to Landlord upon demand as further rent due, a late payment charge to cover the extra administrative and collection expenses of Landlord in the amount of \$100.00 for each and every day or partial day that any such rent is not fully paid. Such charge is a liquidated sum which the parties specifically agree represents the minimum amount of damages which the Landlord shall be deemed to have suffered on account of Landlord's extra administrative and collection expenses resulting from the Tenant's failure to pay rent when due and is without prejudice to the Landlord's right to claim and prove greater damages or to avail itself of any other rights or remedies under this lease as a result of such breach. In the event of the occurrence of any injury to the Project or the Store which renders the Store unusable in whole or in part, then Basic Rent and Additional Rent shall abate, but only for the period and to the extent that proceeds of rental insurance for the Store are actually received by Landlord. Except as otherwise expressly provided in the preceding sentence or by reason of a decision by Landlord or Tenant to terminate this lease pursuant to Section 7.1, damage to or destruction of all or any portion of the Store or the Project shall not terminate this lease nor entitle Tenant to surrender the Store, nor in any way affect Tenant's obligation to pay rent.

#### **EXACT AREA OF STORE**

3.10 The Gross Leaseable Area of the Store shall be determined by Landlord as of the Commencement Date and from time to time as the area of the Store is changed, and if the Gross Leaseable Area so determined varies from the area set out in key data item 3, Basic Rent shall be adjusted accordingly, and

Additional Rent, where applicable, shall be adjusted accordingly, each as of the Commencement Date or the date of a change in area as appropriate, and such area shall, upon delivery of the certificate setting out such area, be the Gross Leaseable Area of the Store.

#### **ALLOCATIONS**

3.11 Where any amount, cost or expense is to be determined, allocated, apportioned or attributed under any provision of this lease, Landlord shall do so and shall act reasonably in determining and applying criteria which are relevant to doing so and Landlord may retain engineering, accounting, legal and other professional consultants to assist and advise in doing so. If the Project contains a combination of office, retail, residential or other commercial use components then Landlord may if it thinks it is appropriate to do so allocate Operating Costs between the various components depending upon Landlord's determination of the amounts attributable to each component.

#### **PAYMENT**

3.12 All rent shall be paid by Tenant to the Manager at the office of Landlord in the Project or to such other person or at such other place in Canada as Landlord or the Manager may designate in writing from time to time, without any prior demand therefore unless otherwise expressly provided in this lease.

#### **LANDLORD'S OPTION**

3.13 Intentionally deleted.

#### **FINANCIAL REPORTING**

3.14 Intentionally deleted.

#### **SECURITY DEPOSIT**

3.15 Intentionally deleted.

#### **LIMITATION**

3.16 In addition to and without limiting the effect of Section 12.3, neither Landlord or Tenant may claim a re-adjustment or re-calculation in respect of any statement of, or, demand for payment of any item of Additional Rent for any reason whatsoever except by notice delivered to the other party within twenty-four months after the date of delivery of the statement or demand.

### **PART 4**

#### **MARKETING**

##### **INITIAL MARKETING CONTRIBUTION**

4.1 Intentionally deleted.

##### **MARKETING FUND**

4.2 Intentionally deleted.

##### **CUSTOMER SERVICE CONTRIBUTION**

4.3 Intentionally deleted.

##### **MERCHANTS' ASSOCIATION**

4.4 Intentionally deleted.

### **PART 5**

#### **TAXES AND UTILITIES**

##### **BUSINESS TAX**

5.1 Tenant shall pay to the taxing authority having jurisdiction on or before the date when the same or the instalments for the same shall become due and payable, each Business Tax levied, assessed or charged to Tenant or in respect of the Store.

### **ALLOCATION OF REALTY TAXES TO STORE**

5.2 There may be more than one Realty Tax for the Project, each such Realty Tax being separately assessed, charged or imposed upon or in respect of the Project. Subject to Section 5.3 and the last paragraph of this Section 5.2, each Realty Tax for the Project shall be allocated to the Store under either Section 5.2.1 or Section 5.2.2 as Landlord, from time to time, determines, such that:

.1 if there is a separate assessment or charge (or in lieu thereof, any information available to Landlord from which a separate assessment or charge may be determined by Landlord) for the Store, such Realty Tax for the Project may be allocated to the Store by Landlord on the basis of such separate assessment or charge; or

.2 Tenant's Share of such Realty Tax for the Project may be allocated to the Store by Landlord. For the purpose of this Section 5.2.2, if any rentable premises in the Project are vacant, any lower tax rate or other reduction in such Realty Tax due to such vacancy shall be deemed not to exist and such Realty Tax for the Project shall be adjusted to be the amount that would be applicable if the Project was fully occupied and the benefit of any lower tax rate or other reduction in such Realty Tax due to vacancies shall accrue solely to Landlord. Prior to calculating Tenant's Share of such Realty Tax for the Project, Landlord shall deduct from such Realty Tax, amounts payable for such Realty Tax pursuant to Landlord's leases with Major Tenants and contributions to such Realty Tax receivable by Landlord in respect of those parts of other rentable premises in the Project which have been excluded in the calculation of Tenant's Share.

If the Project is assessed or charged any amount which can reasonably be determined as attributable to the Leasehold Improvements, Tenant shall pay the amount by which any Realty Tax is increased by reason of such assessment or charge. If the Store is assessed or charged in whole or in part for the support of separate schools, Tenant shall also pay the amount by which any Realty Tax assessed or charged exceeds that which would have been payable for the support of public schools.

### **ALLOCATION OF REALTY TAXES TO COMMON FACILITIES**

5.3 Landlord may allocate to the Common Facilities a portion of any Realty Tax for the Project and such allocated portion may include, without limitation, any amount of such Realty Tax related to assessments for portions of the Common Facilities identified in the assessments of Retail Premises, Major Stores and Free Standing Stores. Prior to calculating Tenant's Share of any Realty Tax allocated to the Common Facilities, Landlord shall add an administrative fee equal to 15% of such allocated portion and shall then deduct from the resulting total, ~~amounts payable for such allocated portion of such Realty Tax pursuant to Landlord's leases with Major Tenants,~~ and contributions to such allocated portion of such Realty Tax receivable by Landlord in respect of those parts of other rentable premises in the Project which have been excluded in the calculation of Tenant's Share.

### **OTHER TAXES**

5.4 Tenant shall pay upon demand, any goods and services, sales, business transfer, multi-stage sales, use, consumption, value-added or other similar taxes imposed by the government of Canada, or by any provincial or local government, upon Landlord or Tenant on or in respect of this lease, the payments made by Tenant hereunder or the goods and services provided by Landlord, including but not limited to the rental of the Store and provision of administrative services to Tenant or to others.

### **UTILITIES**

5.5 All Utility Costs incurred with respect to the Store shall be paid by Tenant, whether such Utilities are provided by or through Landlord and charged to Tenant under Section 3.3.1 or are supplied directly to Tenant by the Utility provider and charged to Tenant under Section 3.3.9 or otherwise.

Tenant shall not be permitted to make separate arrangements and shall not enter into any such arrangements, nor enter into any competitive supply contract or similar arrangement for the supply of any Utility for the Store directly from any Utility supplier, retailer or distributor unless such arrangements receive Landlord's prior written approval.

Landlord shall be entitled from time to time to require that any particular Utility be provided for the Project and to Tenant and other Landlord designated Utility consumers in the Project, only by such supplier, distributor or retailer who has been designated and approved by Landlord. Landlord shall be entitled to make such arrangements for the supply of any Utility to the Project as Landlord considers to be in the best interest from time to time of the Project and the Utility consumers therein including Landlord. Landlord may from time to time negotiate modifications and revisions to its supply agreements with Utility providers and may enter into new arrangements for the supply of any particular Utility and Landlord may from time to time authorize Tenant and other Utility consumers in the Project to make

direct arrangements with Utility suppliers for the provision and supply of any particular Utility to the Store. The presence or absence of any separate metering devices to record consumption of any Utility in relation to the Store shall not affect the foregoing agreement of the parties.

## *PART 6*

### *OPERATION OF PROJECT*

#### *PROJECT*

6.1 Landlord shall operate the Project during the Term to an appropriate standard having regard to the size, age, type and location of the Project. The Project shall at all times be under the exclusive control and management of Landlord.

#### *LANDLORD'S ALTERATIONS*

6.2 .1 Landlord may from time to time alter, expand, improve, diminish, maintain, operate, renovate, re-merchandise and supervise the Project including the Common Facilities, and may change the area, location and arrangement thereof and do and perform such other acts and things with respect thereto as Landlord determines to be advisable. Landlord may also from time to time alter or expand the buildings in which the Store is contained, alter or construct other buildings or improvements in or about the Store and the Project and build adjoining the same and make additions or subtractions. Tenant acknowledges that the depiction of the Project on Schedule 5 does not constitute a representation, covenant or warranty of any kind by Landlord and Landlord reserves the right to change the size and dimensions of the buildings, the number and locations of buildings, the size, location and layout of Common Facilities including parking areas and Malls and to change the store dimensions, identities, types and tenancies. In the course of exercising its rights under this Section, Landlord may take such action with respect to the Store as it considers necessary, including but not limited to making structural or other alterations to the Store and making reductions in the Gross Leaseable Area of the Store.

6.2 .2 In addition to and without limiting the foregoing rights of Landlord under Section 6.2.1 and elsewhere in this lease, if at any time during the Term, Landlord requires possession of the Store in order to carry out or complete any alterations or other work in respect of the Project which impacts or affects the Store, then Landlord, on not less than 3 months notice to Tenant, may terminate this lease effective on the date specified in such termination notice. This lease shall terminate on such specified date and Tenant shall surrender the Store on such termination date and rent shall be apportioned to the termination date. Concurrently with the giving of its termination notice, Landlord shall offer to lease to Tenant other premises (the "Relocated Store") in the Project, for a term equal to the balance of the Term as of the stipulated termination date and otherwise upon the same terms and conditions in this lease as are applicable to the balance of the Term (including this Section 6.2 and including the annual Basic Rent (on a per square foot per annum basis) and, accordingly, the annual Basic Rent for the Relocated Store will be adjusted if the Gross Leaseable Area of the Relocated Store is different from the Gross Leaseable Area of the Store so that the same Basic Rent per square foot per annum will be payable for the Relocated Store as was payable for the Store. The Relocated Store shall be comparable in area to the Store. Landlord, at its cost, shall construct the Relocated Store to the then existing standard of the Store and, in doing so, may use any of the existing trade fixtures and Leasehold Improvements in the Store to the extent reasonable and practicable and the parties, acting in a commercially reasonable manner, shall cooperate so as to permit the Landlord to relocate any such items from the Store to the Relocated Store. Landlord shall pay to the Tenant the cost of moving Tenant's stock and equipment to the Relocated Store. The Relocated Store shall be available for occupancy by the Tenant (and the term of the lease for the Relocated Store shall commence) within a reasonable time, but not later than 6 months following the termination date. Except as expressly set out in this Section 6.2.2, Landlord shall not be responsible for any other costs, expenses or losses of Tenant in connection with such relocation, consequential or otherwise.

6.2 .3 If Tenant does not unconditionally accept Landlord's offer for the Relocated Store referred to in Section 6.2.2 within 15 days after it was given to Tenant, then Tenant shall be deemed to have rejected the Landlord's offer to lease the Relocated Store and, in lieu thereof, Landlord shall pay to Tenant on Tenant vacating on the termination date of this lease the Remaining Value and, except for such payment, Landlord shall have no other obligation to Tenant with respect to the termination of this lease. 'Remaining Value' means the value as of the termination date of the Tenant's Work and of all other Leasehold Improvements installed by Tenant in the Store calculated for each item on the basis of the initial cost thereof to Tenant and depreciated for the period which shall have elapsed between its installation and the termination date on the basis of an assumed rate of depreciation on a straight-line basis to zero over (i) the normal life thereof, or (ii) the unexpired portion of the Term as of the date of its installation or (iii) 10 years, whichever shall be the shortest period, less any residual or salvage value if Tenant shall be permitted or required to remove it, and less the amount of any encumbrance thereon.

### **USE OF COMMON FACILITIES**

6.3 During the Retail Hours, Tenant shall have a non-exclusive right to use, in compliance with the Operating Standards and in common with all other persons entitled thereto, the part of the Common Facilities appropriate, intended and designated from time to time by Landlord for such use. Landlord has no obligation to open the parking areas or Malls or permit customer access to the Project at any time other than during the Retail Hours. Tenant's right of use shall not extend to parts of the Common Facilities from time to time allocated by Landlord for other uses, whether temporary or permanent, nor to parts inappropriate for such use, such as roofs, service rooms, structures and exterior areas and surfaces. Landlord may from time to time create rentable areas and erect kiosks or other merchandising facilities in any part of the Project in such locations as may be designated by Landlord on a temporary or permanent basis and which do not result in any material adverse interference with access to the Store. Landlord shall also be entitled to use or permit the use of any part of the Common Facilities for displays, special features and promotional, merchandising, entertainment and other activities if such uses do not result in any material adverse interference with access to the Store.

### **PUBLIC POLICIES**

6.4 Landlord shall be deemed to have observed and performed the terms and conditions to be performed by Landlord under this lease, including those relating to the provision of Utilities, if in so doing it acts in accordance with a directive, policy or request of a governmental or quasi-governmental authority acting in the fields of energy, conservation, waste management and disposal, security or other area of public interest.

## **PART 7**

### **REPAIRS AND MAINTENANCE**

#### **MAJOR DAMAGE**

7.1 If 50% or more of the Gross Leaseable Area of rentable premises in the Project is destroyed or damaged by any cause so as not to be capable of being used for its intended purposes and Landlord elects, by written notice to Tenant given within 120 days after the occurrence of such destruction or damage, not to repair, then within 60 days after such notice is given (notwithstanding that the Store may be unaffected) either Landlord or Tenant may terminate this lease upon not less than 30 days nor more than 60 days written notice to the other. Except as provided in this Section 7.1 and subject to Section 3.9, destruction or damage to the Store or the Project by any cause shall not frustrate or terminate this lease nor affect the covenants under this lease.

#### **LANDLORD REPAIRS**

7.2 Landlord shall, in the same manner and to the same extent as would a prudent owner of the Project, keep the Common Facilities clean and in good repair, order and condition. The obligations of Landlord in this Section and Section 6.1 are subject to an exception for any damage or injury which is not covered by insurance which Landlord maintains or is required to maintain under this lease, or the cost of repair or restoration of which exceeds the proceeds of such insurance actually received by Landlord and for this purpose deductible amounts shall be deemed received.

#### **TENANT REPAIRS**

7.3 Tenant is responsible to keep and maintain the Store and Tenant Property in first class appearance and in good repair, order and condition and in a clean and tidy state at all times to the same extent as would a prudent owner. Landlord may supervise repairs and maintenance to the Store. Tenant shall promptly notify Landlord of any defect or deficiency in, malfunction of, or damage to, the Store or any equipment or Utilities therein of which Tenant becomes aware at any time during the Term.

~~Tenant understands and agrees that it is solely responsible for the cleaning and maintenance of the Store, including but not limited to grease traps, ducting, and canopy, on a regular basis to ensure that each part of the Store meets all health and sanitation requirements, and to ensure that each part of the Store is clean and presentable during the hours of operation. Landlord reserves the right from time to time to enter the Store to determine if the required cleaning and maintenance program is being fully carried out by Tenant. If Landlord determines that Tenant is not cleaning and maintaining each part of the Store to a standard consistent with a first class enclosed mall shopping centre, Landlord shall have the right to have such work carried out immediately and all charges incurred by Landlord in doing so will be paid by Tenant as additional rent on demand.~~

Tenant has no authority over and shall not interfere with the cleaning or supervising staff employed by Landlord in the fast food service areas. Landlord will be responsible for cleaning, maintenance and supervision of the fast food service seating and common areas and at all times such

services will be carried out in a manner consistent with the operation of a first class enclosed mall shopping centre.

#### **STORE HVAC**

7.4 Tenant is responsible to regulate and operate all HVAC Facilities exclusively serving the Store in order to maintain reasonable conditions of temperature and humidity within the Store and to avoid appropriation of HVAC from the Common Facilities. Landlord may enter the Store at any time in order to inspect, control or regulate the operation of any HVAC Facilities. Landlord may, upon written notice to Tenant and until further written notice, elect to perform on Tenant's behalf Tenant's obligations to operate, repair, renovate, replace, alter or maintain any HVAC Facilities exclusively serving the Store. The costs incurred by Landlord in so doing shall form part of Tenant's Service Cost.

#### **COMPLIANCE WITH CODES**

7.5 Tenant is responsible at all times to comply with and to keep the Store, the Leasehold Improvements and all Tenant Property in compliance and in accordance with the requirements of all applicable laws, directions, rules, regulations or codes of Landlord and every Authority having jurisdiction and of any insurer by which Landlord or Tenant is insured and affecting the construction, operation, condition, maintenance, use or occupation of the Store or the making of any repair or alteration, including, without limitation, strict compliance with each Environmental Law. Tenant shall not allow or cause any act or omission to occur in or about the Store or the Project which may result in an illegal use or causes any breach of or non-compliance with such laws, directions, rules, regulations and codes. ~~From time to time when Landlord determines it to be necessary Tenant shall provide to Landlord a Hazardous Substance Audit.~~ Tenant, upon written request of Landlord, shall provide to Landlord a Hazardous Substance Audit no more than ninety (90) days nor less than sixty (60) prior to the expiry of the Term if Landlord has reasonable grounds to believe that Tenant's activities in the Store might have amounted to a failure to comply with Environmental Law and Landlord so advises Tenant in writing together with its request for completion of the audit. In the event the Hazardous Substance Audit reveals Tenant was not in default with respect to Environmental Law, Landlord will pay the cost of such Hazardous Substance Audit. If, due to Tenant's acts, omissions or use of the Store, repairs, remediation, alterations or improvements to the Store or the Project are necessary to comply with any of the foregoing or with the requirements of insurance carriers, Tenant will pay the entire cost thereof.

#### **ENTRY BY LANDLORD**

7.6 Landlord and those authorized on its behalf shall on reasonable notice be entitled to enter the Store for the purpose of making any repair, alteration, improvement or renovation required or permitted to be made by Landlord, for the purpose of making any repair which Tenant fails to make when required, for the purpose of calculating the area of the Store and obtaining information for plans and for any other purpose permitted or contemplated by this lease. Landlord in entering the Store or doing any work in the Store shall minimize interference with the conduct of the business of Tenant to the extent reasonably possible to do so in the circumstances.

#### **MAINTENANCE OF SERVICES**

7.7 Landlord shall have the right to use, install, maintain, repair and replace conduits, columns and pipes, wires, ducts and other installations in, under or through the Store and the walls, ceilings and floors of the building containing the Store for or in connection with Landlord carrying out repairs, alterations, improvements or renovations to the Project and for the supply of any services, support or Utilities to the Store or to any part of the Project and the right to do such work in the Store as may be necessary in connection with the foregoing right, or to preserve, protect or make repairs, alterations, improvements or renovations to the Store or the Project and for such purposes shall be entitled to enter or authorize any other person to enter the Store.

#### **MAINTENANCE AGREEMENTS**

7.8 Tenant shall enter into maintenance contracts as necessary and prudent to ensure the proper maintenance and repair of the electrical facilities, the plumbing and drainage systems, any mechanical systems and the HVAC Facilities exclusively serving the Store and Tenant shall promptly deliver copies of all maintenance agreements and service records to Landlord as they are entered into and updated respectively, from time to time. The maintenance agreements and service records shall include, but not be limited to those relating to the HVAC Facilities, electrical facilities and plumbing and drainage systems.



**PART 8****INSURANCE****LANDLORD'S INSURANCE**

8.1 Landlord shall take out and maintain with respect to the Project:

- .1 Commercial general liability insurance against personal and bodily injury, including death, and property damage in an amount not less than \$25,000,000.00.
- .2 Insurance with coverage against such perils as Landlord determines to be necessary and commercially reasonable, which may include fire and extended coverage endorsement perils selected by Landlord and, against water damage however caused and against loss by such other insurable hazards as Landlord determines to be appropriate in the circumstances.
- .3 Boiler and machinery insurance, and
- .4 Loss of rental income insurance, including loss of all rentals receivable from tenants of rentable premises in the Project, including, but not limited to, basic rentals, percentage rentals and all other amounts payable thereunder.

Landlord, acting reasonably, shall determine all policy terms including deductibles and may take out and maintain other insurance as it considers advisable, but Landlord shall not be required to take out or maintain any insurance with respect to any loss, injury or damage required to be insured against by Tenant or with respect to Tenant Property. All proceeds of Landlord's insurance shall belong to Landlord although some portions are to be applied to reduce Operating Cost as provided in this lease.

**TENANT'S INSURANCE**

8.2 Tenant shall take out and maintain:

.1 Commercial general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, liability with respect to Environmental Claims, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Store and the Common Facilities, which coverage shall include the business operations conducted by Tenant and any other person in the Store and all those for whom Tenant is responsible including those performing work for or on behalf of Tenant. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$5,000,000.00 or such higher limits as Landlord or the Mortgagee may reasonably require from time to time;

.2 Insurance with coverage against the perils of fire and standard extended coverage endorsement perils, against water damage however caused and against loss by such other insurable hazards as prudent tenants would insure fully covering the Store (including all Leasehold Improvements), all Tenant Property and any other property owned by Tenant or for which it is legally liable and which is located within the Project.

.3 Business interruption insurance including loss of profits as the Tenant may deem appropriate.

.4 Such other forms of insurance, including boiler and machinery insurance, as Tenant or Landlord or any mortgagee of the Project, acting reasonably, requires from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.

Insurance to be effected by Tenant shall be in amounts and upon terms which Landlord shall from time to time, acting reasonably, determine to be sufficient placed in such manner as Tenant insures its other locations of similar occupancy. Such insurance shall provide that Landlord is to be immediately notified in writing by the insurer of any threatened cancellation. Such insurance indicated in subsection 8.2.1 above, shall include Landlord and the Manager and any others designated by Landlord (including any beneficial owner or other person having an insurable interest) as additional named insureds and contain cross-liability and severability of interest provisions, as applicable their interest may appear. Insurance under Section 8.2.2 shall be on a full replacement cost basis without deduction for depreciation and for amounts sufficient to prevent Tenant from being a co-insurer and shall be subject only to deductibles and exclusions as Landlord, acting reasonably, may approve. Tenant's insurance shall be primary and shall not call into contribution any other insurance available to Landlord. Tenant shall provide Landlord with certificates or other proofs of insurance to establish Tenant's insurance coverage in effect from time to time upon request but not more than once annually. If Tenant fails to insure, to file proof thereof, or if Landlord receives notice of any cancellation of Tenant's insurance, Landlord may,

~~upon not less than 24 hours' written notice to Tenant, effect such insurance and Tenant shall pay to Landlord on demand the amount of any premiums paid therefore. If this lease expires or is terminated at a time when the Store or Leasehold Improvements are damaged or destroyed as a result of a peril required to be insured against by Tenant, Tenant shall pay or assign to Landlord free of any encumbrance, an amount equal to the greater of the actual proceeds or the amount of insurance required to be maintained by Tenant with respect to such damage or destruction of the Store and Leasehold Improvements but Tenant may retain the amount of proceeds of insurance referable to Tenant Property.~~

#### **MUTUAL RELEASE**

8.3 .1 Subject to Sections 8.3.2 and 8.3.3, each of Landlord and Tenant hereby releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom such other is in law responsible.

~~.2 Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance received.~~

.3 Notwithstanding anything to the contrary in this Section 8.3, Landlord and Tenant shall each be liable to any third person (being any person other than Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

.4 For the purposes of Sections 8.3 and 8.7 only, Landlord shall include the Manager.

#### **MUTUAL INDEMNITY**

8.4 To the extent not released under Section 8.3, each party shall indemnify and save harmless the other from all liabilities, damages, losses or expenses growing out of:

.1 any breach by the indemnifying party of any covenant or condition in this lease,

.2 any contract, lien or mortgage on the Project or the Store and any loss, cost or expense arising from or occasioned by the act, default or negligence of the indemnifying party, its officers, agents, servants, employees, or licensees, and

.3 any obligation of the indemnifying party arising or outstanding upon the expiration or earlier termination of this lease.

Such indemnity shall survive the termination of this lease, anything in this lease to the contrary notwithstanding.

#### **INCREASE IN INSURANCE PREMIUMS**

8.5 Tenant shall not do or refrain from doing, nor permit anything to be done, in the Store or at any other place in the Project, which would impair or invalidate any policy of insurance on the Store or the Project or any part thereof or which would result in the premium for any such policy being increased. If Tenant is responsible for any such impairment, invalidation or increase, it will promptly after the receipt of notice from Landlord together with reasonable evidence specifying the condition giving rise to such situation, take such steps as are necessary to remedy the situation ~~and shall pay the full amount of any such increase. In the event of the cancellation or a threatened cancellation of any such policy, Landlord shall have the right to immediately enter upon the Store and take reasonable steps to remedy the situation and recover the cost thereof from Tenant.~~

#### **CANCELLATION OF INSURANCE**

~~8.6 If the situation causing or threatening cancellation of insurance referred to in Section 8.5 cannot be remedied in time to prevent the non-renewal or cancellation of insurance then Landlord shall be entitled to terminate this lease effective upon written notice unless Tenant arranges replacement coverage which is satisfactory to Landlord, acting reasonably.~~

#### **EXTENSION OF RIGHTS AND REMEDIES**

8.7 Every right, exemption from liability, release, defence, immunity and waiver of whatsoever nature applicable to Landlord under this lease shall also be available and shall extend to benefit and to protect Manager and all other companies owned, operated or controlled by or affiliated with Landlord and

Manager and to protect their respective officers, directors, managers, consultants and employees and for such purposes each of Landlord and Manager is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such companies and persons.

## *PART 9*

### *DEFAULTS*

#### *LANDLORD MAY PERFORM TENANT'S COVENANTS*

9.1 If Tenant is in default under this lease (other than under Section 2.2.5 or under its covenant to pay rent), and such default continues for 10 days or such longer period as may be reasonably required in the circumstances to cure such default after notice by Landlord to Tenant specifying reasonable details of the default and requiring it to be remedied, or without notice in an emergency, Landlord may remedy such default, without prejudice to or limitation of any other right or remedy it may have with respect to such default. The cost to Landlord of doing so together with interest thereon at the Interest Rate from the date of default shall be added to the rent due on the next succeeding date on which Basic Rent is payable and such amount shall thereupon become due and payable as rent in addition to the regular payment of Basic Rent then due.

#### *RE-ENTRY*

9.2 It is a condition of leasing the Store to Tenant that when:

.1 Tenant is in default in the payment of any rent, and such default continues for a period of 5 days after notice from Landlord,

.2 Tenant has not discharged or vacated any lien referred to in Section 2.5 within 48 hours after notice from Landlord requiring Tenant to do so,

.3 Tenant is in default under this lease (other than under Section 2.2.5 or its covenant to pay rent or with respect to the discharge of any lien) and such default continues for 10 days or such longer period as may be reasonably required in the circumstances to cure such default after notice by Landlord to Tenant specifying reasonable details of the default and requiring it to be remedied,

.4 an execution issues against any property of Tenant or any guarantor or indemnifier of this Lease and remains outstanding for more than 10 days, or any receiver of any property of Tenant or any guarantor or indemnifier of this Lease is appointed, or Tenant or any guarantor or indemnifier of this Lease becomes insolvent or makes application for relief from creditors under the provisions of any statute now or hereafter in force or, under the Bankruptcy and Insolvency Act, files a notice of intention or a proposal, makes an assignment in bankruptcy, or has a receiving order made against it, or otherwise becomes bankrupt or insolvent, or any action, steps or proceedings whatever, are taken with a view to the winding up, dissolution or liquidation of Tenant or any guarantor or indemnifier of this Lease, or with a view to the restructuring or compromise of any debt or other obligation of Tenant or any guarantor or indemnifier of this Lease;

.5 any insurance policy is cancelled or not renewed by an insurer by reason of the use or occupation of the Store,

.6 Tenant makes any bulk sale or removes any substantial part of Tenant Property from the Store other than in the course of normal sales to customers or pursuant to a permitted Transfer or when the same are no longer required for the conduct of Tenant's business and other Tenant Property of equal or greater value and utility is contemporaneously substituted therefore,

.7 Tenant or any person acting on behalf of Tenant submits any report or statement required to be furnished to Landlord under this lease which, for any reason other than inadvertent clerical error, is false or misleading, or,

.8 the Store has been abandoned, or has become vacant or has remained unoccupied for a period of 5 consecutive days without the written consent of Landlord or the Store has been used or occupied by any other person or persons other than Tenant or any person permitted by Section 2.6 hereof; or

.9 Tenant or any Related Corporation is in default of any of its covenants, obligations or agreements under any Other Lease and such default shall have continued for such period of time that the landlord's remedies under such Other Lease have become exercisable thereunder;

.10 a receiver, interim receiver, trustee, liquidator or a receiver and manager is appointed for all or part of the property of Tenant or Tenant's business or of a guarantor's, Indemnifier's, occupant's, licensee's, concessionaire's or franchisee's property or business;

.11 Tenant is in breach of any Environmental Law or fails to provide to Landlord a Hazardous Substance Audit when required, or

.12 re-entry is permitted under any other provision of this lease or in law,

then and in any such event the then current month's rent together with the rent for the 3 months next ensuing shall immediately become due and payable, and at the option of Landlord, the Term shall become forfeited and void, and Landlord may without notice or any form of legal process whatsoever forthwith re-enter the Store, anything contained in any statute or law to the contrary notwithstanding, and may expel all persons and remove all property from the Store and such property may be removed and sold or disposed of by Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant without Landlord being considered guilty of trespass or conversion or becoming liable for any loss or damage which may be occasioned thereby, provided, however, that such forfeiture shall be wholly without prejudice to the right of Landlord to recover arrears of rent and damages for any antecedent default by Tenant of its covenants under this lease. Should Landlord at any time terminate this lease by reason of any such event, then, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur as a result of such termination.

Notwithstanding any termination of this lease, Landlord shall be entitled to receive rent up to the time of termination plus accelerated rent as herein provided and damages including but not limited to:

- .1 damages for the loss of rent suffered by reason of this lease having been prematurely terminated;
- .2 the costs of reclaiming and repairing the Store; and
- .3 solicitor's fees and disbursements on a solicitor and his own client basis.

#### ***INJUNCTIVE RELIEF***

9.3 **Intentionally deleted.**

#### ***REMEDIES GENERALLY***

9.4 Mention in this lease of any particular right, remedy or remedies of Landlord in respect of any default by Tenant shall not preclude Landlord from, and Landlord shall have, any and all other rights and remedies in respect thereof, whether available at law or in equity or by statute or expressly provided for herein. No right or remedy shall be exclusive or dependent upon any other right or remedy, but Landlord may from time to time exercise any one or more of such rights and remedies generally or in combination, all such rights and remedies being cumulative and not alternatives.

### ***PART 10***

#### ***STANDARD PROVISIONS***

##### ***COVENANTS OF LANDLORD***

10.1 Landlord covenants with Tenant for quiet enjoyment, and that Landlord shall perform and observe all covenants in this lease required to be performed and observed by it. If Landlord is in default, Tenant shall not have or exercise any right or remedy with respect thereto unless such default continues for 10 days or such longer period as may be reasonably required in the circumstances to cure such default after notice by Tenant to Landlord specifying reasonable details of the default and requiring it to be remedied.

##### ***COVENANTS OF TENANT***

10.2 Tenant covenants to pay rent when due under this lease and to perform and observe all covenants in this lease required to be performed and observed by it.

**SURRENDER OF STORE**

10.3 At the end of the Term, Tenant shall surrender the Store and all Leasehold Improvements not permitted to be removed, to Landlord, all in good and substantial repair and condition in accordance with Tenant's repair obligations in this lease. If at the expiration of the Term by elapse of time Tenant shall hold over for any reason, the tenancy of Tenant thereafter shall be from month to month at a monthly rental equal to twice the monthly amount of all rent payable immediately prior to the expiration of the Term and shall otherwise be subject to all covenants provided for in this lease except as to duration of the Term.

**REMOVAL OF FIXTURES**

10.4 Unless requested to do so by Landlord, Tenant shall not remove any Leasehold Improvements whether at the expiration or sooner termination of the Term. If so requested by Landlord, Tenant shall remove such Leasehold Improvements as are designated by Landlord and Tenant Property not later than the expiration or sooner termination of the Term. If not in default Tenant may, on the expiration or sooner termination of the Term, remove from the Store all Tenant Property. Tenant shall repair any damage to the Store and the Project which may be caused by installation or removal of Tenant Property or Leasehold Improvements and shall leave the Store in a neat and tidy condition. On the expiration or sooner termination of the Term, all Tenant Property, and all fixtures, furnishings or equipment affixed in any manner to the Store not so removed or not entitled to be removed by Tenant shall, at Landlord's election either, be deemed to have become the property of Landlord without payment or compensation of any kind, or, may be removed and disposed of by Landlord at Tenant's cost and without liability of any kind to Landlord. Leasehold Improvements shall become the property of Landlord upon installation.

**EFFECT OF TERMINATION**

10.5 The expiry or termination of this lease whether by elapse of time or by the exercise of any right of either Landlord or Tenant pursuant to this lease shall be without prejudice to the right of Landlord to recover arrears of rent and the right of each party to recover damages for an antecedent default by the other.

**OTHER LEASE**

10.6 Intentionally deleted.

**PART 11****LANDLORD'S TITLE****TRANSFERS**

11.1 Landlord, at any time and from time to time, may sell, transfer, lease, assign or otherwise dispose of the whole or any part of its interest in the Project or in the Store and, at any time and from time to time, may enter into any mortgage of the whole or any part of its interest in the Project or in the Store. If the party acquiring such interest agrees to assume, and so long as it holds such interest, to perform the covenants of Landlord under this lease, Landlord shall thereupon be released from all of its covenants under this lease.

**MORTGAGES**

11.2 If at any time during the currency of a mortgage of the interest of Landlord in the Store or Project, notice of which has been given to Tenant, Landlord shall be in default under this lease and such default would give rise to a right in Tenant to terminate this lease, Tenant, before becoming entitled as against the holder of such mortgage to exercise any right to terminate this lease, shall give to such mortgagee notice in writing of such default. Such mortgagee shall have 60 days after the giving of such notice, or such longer period as may be reasonable in the circumstances, within which to remedy such default, and if such default is remedied within such time Tenant shall not by reason thereof terminate this lease. The rights and privileges granted to any such mortgagee by virtue of this Section shall not be deemed to alter, affect or prejudice any of the rights and remedies available to Tenant as against Landlord. Any notice to be given to such mortgagee shall be deemed to have been properly given if mailed by registered mail to its most recent address of which Tenant has notice.

**PRIORITY OF LEASE**

11.3 This lease and all rights of Tenant under this lease are subject and subordinate to all mortgages now or hereafter made by Landlord, except that the holder of any such mortgage may subordinate and postpone such mortgage to this lease at any time by an instrument in writing to such effect registered against the title to the Project without any further consent or agreement of Tenant. Tenant if so requested,

shall attorn to such mortgagee when such mortgagee takes possession of the Project and to any purchaser of the Project and shall recognize such mortgagee or purchaser as Landlord under this lease.

## *PART 12*

### *GENERAL MATTERS*

#### *NOTICES*

12.1 Any notice provided for in this lease shall be addressed to Landlord, Tenant or Indemnifier at such party's address specified in Appendix 1, shall be in writing and signed by the party giving the notice and shall be effectively given by registered mail or by facsimile or by delivery of such notice to such address, or, as an alternative in the case of notice to Tenant, by delivery of such notice to the Store. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery or the time of confirmed transmission by facsimile, in either case, unless given on a non-business day, or after 5:00 p.m. in which event such notice shall be deemed to have been given and received on the next business day. If in this lease two or more persons are named as Tenant, such notice may be given to any one of such persons and shall constitute notice to all. Each of Landlord, Tenant and Indemnifier may, from time to time by notice to the other, change its address for the purpose of any subsequent notice. Any notice to be given by Landlord may be signed and given by Landlord or by Manager or by an authorized representative of either.

#### *ESTOPPEL CERTIFICATES*

12.2 Each party at any time and from time to time within 10 days after notice from the other shall execute and deliver to the other and to any party designated by the other, a statement in writing certifying that this lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified), the amount of the rent then being paid under this lease, the dates to which the same, and the other sums provided in this lease to be paid by Tenant, have been paid, the Commencement Date and duration of the Term and stating whether or not there is any existing default of which it has notice, and the particulars and amount of insurance policies on the Store and any such other information as may be reasonably requested. Any statement delivered pursuant to the provisions of this Section shall be binding upon the party giving the statement.

#### *OTHER CERTIFICATES*

12.3 Each party agrees that the following certificates shall be conclusive and binding in respect of any question of fact or opinion with respect to the matters stipulated:

.1 A certificate procured by Landlord from an architect, professional engineer, land surveyor or other qualified individual as to: Gross Leaseable Areas of premises including the Store; any question of fact concerning the completion of any construction or other work, either by Landlord or Tenant; the extent to which the completion of any work or obligation has been delayed by Force Majeure; whether the Project or any part thereof including the Store is being kept in good repair; the determination or allocation of any costs forming part of Additional Rent; the cause of any destruction or damage and the extent and duration for which rentable premises in the Project are incapable of being used for their intended purposes by reason of any destruction or damage.

.2 A certificate procured by Landlord from a licensed public accountant, who may be Landlord's auditor, as to any question of fact or opinion concerning the computation, determination or allocation of Gross Revenue, Operating Cost, Tenant's Service Cost or Additional Rent or the proper amount of any payment to Landlord or Tenant under this lease.

Any certificate procured by Landlord shall be prepared using generally accepted practices and procedures appropriate to such certificate.

#### *FORCE MAJEURE*

12.4 Whenever and to the extent that either party shall be unable to fulfil, or shall be delayed or restricted in the fulfilment of any obligation (other than the payment of any money) under any provision of this lease, by reason of Force Majeure, such party shall, so long and to the extent that any such impediment exists, be relieved from the fulfilment of such obligation and the other party shall not be entitled to compensation for any loss, damage, inconvenience, nuisance or discomfort thereby occasioned.

**DEMOLITION OR RENOVATION**

12.5 If any Authority issues or makes an order, law, regulation or a judgment that would, in Landlord's opinion, necessitate the demolition or substantial renovation of the Project, any part thereof, or the Store, Landlord shall have the right to terminate this lease by giving a termination notice to Tenant which specifies a date of termination of this lease which is at least 30 days after such termination notice is given. If Landlord or its successors, transferees or those having the right, choose to sell, demolish, or substantially renovate the Project or any part thereof, in close proximity to the Store, Landlord shall have the right to terminate this lease by giving a termination notice to Tenant which specifies a date of termination of this lease which is at least 3 months after such termination notice is given.

**DELAY IN FIXTURING**

12.6 If for any reason the commencement of the Fixturing Period is delayed beyond the date stated in key data item 7, then the validity of this lease and the covenants and obligations of the parties and the terms and conditions of this lease shall not be affected in any way, nor shall such delay be construed in any way to extend the Term. If the Fixturing Period has not commenced by the date which is 1 year after the date stated in key data item 7 either party may at any time thereafter terminate this lease effective on written notice to the other, and in such event this lease shall thereafter be null and void and neither party shall have any liability to the other.

**INCONVENIENCE AND CONSEQUENTIAL LOSS**

12.7 Tenant acknowledges and agrees that Landlord's exercise of Landlord's rights and remedies under this lease including, without limitation, the rights and remedies under Part 6 of this lease may adversely affect Tenant's business, its Gross Revenue and may cause Tenant to experience other consequential losses and hardship. Notwithstanding that, Tenant agrees that Landlord has reserved and is entitled to fully exercise its rights and remedies under this lease and Tenant shall not be entitled to any remedy, compensation, or reduction in rent payable under this lease for any interruption, inconvenience, discomfort, loss or damage attributable to enforcement of Landlord's remedies or to repair, renovation, alteration, rebuilding, demolition, reduction or expansion of any portion of the Project (including the Common Facilities) or any construction or other work in or about the Project caused by, carried out or otherwise authorized or permitted by Landlord.

**LEGAL RELATIONSHIP**

12.8 The provision in this lease for the payment of Percentage Rent is a reservation of rent only, and neither such provision nor any other provision of this lease is intended to create a joint venture, partnership, agency or any other similar relationship between the parties, such relationship being that of landlord and tenant only.

**WAIVERS**

12.9 No waiver by either party of any breach or non-compliance by the other party under any provision of this lease and no waiver by either party of any term or condition of this lease shall be a waiver of any continuing or subsequent breach or failure or of any other provision, term or condition, nor shall any forbearance or failure to seek a remedy for any breach or failure be a waiver of any rights and remedies with respect to such or any subsequent breach or failure.

**SEVERABILITY**

12.10 If any provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this lease shall be separately valid and enforceable to the fullest extent permitted by law.

**INTERPRETATION**

12.11 This lease shall be construed in accordance with the laws of the Province in which the Project is situate and the parties attorn to the exclusive jurisdiction of the courts of such Province to deal with all actions in respect of this lease. The Section headings of this lease have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this lease. This lease shall be read with all changes of gender and number required by the context. Time shall be of the essence of this lease and each of the provisions hereof.

**COVENANTS**

12.12 If two or more persons are Tenant, the liability of each is joint and several. If Tenant is a partnership or other business association, the members of which are subject to personal liability, the liability of each member is joint and several.

**WHOLE AGREEMENT**

12.13 This lease contains the whole agreement between the parties with respect to the subject matter of this lease. There is no promise, inducement, representation, warranty, collateral agreement or condition affecting the Project, the Store, the business to be conducted by Tenant, or this lease or supported by this lease other than as expressed in this lease. All representations and inducements made by either party or their representatives which are relied upon by the other party are contained herein and each party disclaims reliance on any other representations or inducements.

**AMENDMENTS**

12.14 This lease may not be amended or altered except by instrument in writing signed by Landlord and Tenant.

**NO OFFER**

12.15 The submission by Landlord to Tenant of this lease shall have no binding force or effect, shall not constitute an option for leasing the Store, nor confer any rights or impose any obligations upon either party until the execution and delivery of this lease by Tenant and Landlord.

**REGISTRATION**

12.16 Tenant shall not register this lease or any part thereof but may register a notice or caveat in respect thereof, which notice or caveat shall disclose only the existence and Term of this lease and such other non-financial terms as Landlord may approve.

**ASSIGNS**

12.17 This lease shall enure to the benefit of and be binding upon the parties hereto, shall be binding upon their respective successors and assigns and subject to the limitations on Transfer by Tenant set forth above, shall enure to the benefit of and be enforceable by only such successors and assigns which have agreed to assume and to perform each of the covenants of the party to which they have succeeded or from which they have received such assignment in the same manner and to the same extent as if originally named in this lease as such party.

**AUTHORIZATION**

12.18 Tenant covenants that it has all requisite power and possesses all licenses, franchises, permits, consents, approvals and other rights necessary to enable it to enter into this lease and carry out its provisions.

**AGENCY**

12.19 Tenant acknowledges that Manager has executed this agreement solely in its capacity of agent and manager for Landlord and the Manager shall have no personal liability under the provisions of this lease. Subject to the foregoing, Manager shall represent and act for and on behalf of Landlord for all purposes of this lease.

**PARKING**

12.20 Tenant shall, throughout the Term, be entitled to the non-exclusive use of sixty (60) parking stalls in common with others entitled thereto in the employee parking area shown hatched in black on Schedule 5. This provision shall not prohibit Tenant's customers from parking elsewhere in the Project.

Tenant acknowledges and agrees that Landlord is under no obligation to supervise or otherwise police the parking of vehicles in the parking facilities for the Project, nor is Landlord responsible for any loss or damage howsoever caused to the vehicles of Tenant and its employees or otherwise arising in respect of Tenant's use of the parking facilities for the Project.

**FIRST OPTION TO RENEW**

12.21 So long as the Tenant is The Corporation of the City of London, and:



- (a) a Transfer of this lease has not occurred;
- (b) this lease has not previously been terminated, and
- (c) Tenant is not in default of any of its covenants in this lease, and
- (d) Tenant gives to Landlord written notice of its intention to renew this lease not more than nine (9) months nor less than six (6) months prior to the expiration of the initial Term of this lease,

Tenant shall have the right to renew this lease for a further period of five (5) years (the "First Renewal Term") upon the same terms and conditions as contained in this lease, except as otherwise expressly provided in this lease, and there shall be no further right of renewal except as set out below, no rent concessions, no Landlord's Work required, no fixturing period, and no tenant allowance or any other amount payable by Landlord to Tenant, and annual Basic Rent for the First Renewal Term shall be Twelve Dollars and Ninety Cents (\$12.90) per square foot of the Gross Leaseable Area of the Store.

***SECOND OPTION TO RENEW***

**12.22** So long as the Tenant is The Corporation of the City of London, and:

- (a) a Transfer of this lease has not occurred;
- (b) this lease has not previously been terminated, and
- (c) Tenant is not in default of any of its covenants in this lease, and
- (d) Tenant gives to Landlord written notice of its intention to renew this lease not more than nine (9) months nor less than six (6) months prior to the expiration of the First Renewal Term of this lease,

Tenant shall have the right to renew this lease for a further period of five (5) years (the "Second Renewal Term") upon the same terms and conditions as contained in this lease, except as otherwise expressly provided in this lease, and there shall be no further right of renewal following the expiration of the Second Renewal Term, no rent concessions, no Landlord's Work required, no fixturing period, and no tenant allowance or any other amount payable by Landlord to Tenant, and annual Basic Rent for the Second Renewal Term shall be Twelve Dollars and Ninety Cents (\$12.90) per square foot of the Gross Leaseable Area of the Store.

***TENANT'S CONTRIBUTION TO INTERIOR FIT-OUT OF STORE***

**12.23** The Tenant shall pay to Landlord on or before the Commencement Date, Three Hundred and Sixty-two Thousand, Seven Hundred Dollars (\$362,700.00), plus HST, as a contribution toward the cost to initially fit-out the interior of the Store.

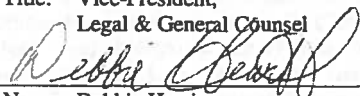
IN WITNESS WHEREOF the parties hereto have executed this lease.

**LANDLORD:**

**CAPITAL CITY SHOPPING CENTRE LIMITED**  
by its agent and manager,  
**20 VIC MANAGEMENT INC.**

Per: 

Name: Michael G. Cogliano  
Title: Vice-President,  
Legal & General Counsel

Per: 

Name: Debbie Hewitt  
Title: Director, Leasing and Legal Services

We have the authority to bind the Corporation

**TENANT:**

**THE CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_

Name: Joe Fontana  
Title: Mayor

c/s

Per: \_\_\_\_\_

Name: Catharine Saunders  
Title: City Clerk

We have the authority to bind the Corporation

**SCHEDULE 1**

**DEFINITIONS**

In this lease certain recurring words and phrases have defined meanings as follows:

**"Additional Rent"** means all amounts payable by Tenant under this lease other than Basic Rent and Percentage Rent.

**"assignment"** means any transaction whereby any rights of Tenant under this lease are transferred to anyone (whether immediately, conditionally or contingently) and includes an assignment or specific or floating charge whereby the interest of Tenant is mortgaged or pledged as security for any indebtedness or other obligation and includes an assignment by operation of law.

**"Authority"** means the federal, provincial, and municipal governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at law or by or under a statute over, Landlord, Tenant, the Project or the Store including the businesses carried on therein.

**"Basic Rent"** means the rental referred to in key data item 10 and Section 3.1.

**"Business Tax"** means any business tax or assessment or any other tax, assessment, rate or levy imposed by any Authority having jurisdiction, in respect of , any business carried on in , from or through the Store or the whole or any part of the Project or any use, possession or occupancy of any property, premises or space in the Project.

~~"Capital Tax" means any tax or taxes payable by the Taxpayer to any taxing authority based upon or computed by reference to the value of the Project, or the paid-up capital or place of business of the Taxpayer including without limitation, provincial capital tax and federal large corporation tax. If the system of capital taxation shall be altered such that any new tax shall be levied or imposed in substitution or replacement for or in addition to Capital Tax from time to time levied or imposed, then any such new tax or levy shall be deemed to be Capital Tax or included in Capital Tax.~~

~~"Capital Tax for the Project" is included in Operating Cost and for any Fiscal Period means the amount calculated by multiplying the aggregate book value to Taxpayer of the Project (and all equipment used in connection therewith) by the applicable Capital Tax rate imposed, from time to time, by the taxing authority having jurisdiction. Aggregate book value shall be net of depreciation and amortization for financial statement purposes and determined as at the end of such Fiscal Period and may be imputed by Landlord (i) as if the Project was the only property of Taxpayer, but with any applicable tax exemption allocated equitably by Landlord amongst all of Taxpayer's properties and/or assets, and (ii) on the basis of Landlord's determination of the amount of capital attributable to the Project. The parties acknowledge that Capital Tax for the Project is an approximation based upon the concept of Capital Tax, and is not necessarily the actual Capital Tax paid or payable by Taxpayer in respect of the Project. If the calculation or basis of Capital Tax changes then Landlord may adjust the calculation or basis of such amount to reasonably reflect such change.~~

**"change in control"** means, in the case of any corporation or partnership, the transfer, by sale, assignment, operation of law, transmission on death, mortgage, trust, issuance from treasury, cancellation or redemption, or otherwise, of any shares, voting rights or interest, which will result in a change of the identity of the person exercising, or who might exercise, effective control of such corporation or partnership whether directly or indirectly, unless such change occurs as the result of trading in shares listed upon a recognized stock exchange.

**"Commencement Date"** means the date which is the earlier of:

- (a) the date on which Tenant first opens the Store for business, or
- (b) ~~the later of:~~
  - (i) the date set out in key data item 7 for the start of the Term, and
  - (ii) ~~the day following the expiry date of the Fixturing Period.~~

**"Common Facilities"** means all common areas and facilities from time to time furnished or designated by Landlord (as the same from time to time may be altered, diminished, reconstructed or expanded) in connection with the Project and now or hereafter developed or designated by Landlord, and including, without limiting the generality of the foregoing, the roof, ceiling and floor slabs, exterior walls and exterior and interior structural portions of the Project and all facilities and equipment for the production, generation or transmission of HVAC, Utilities, chilled water, and primary or make-up air, and mechanical, sprinkler, electrical and sewage facilities and equipment and telephone and other

communications facilities, other than any of such items which are contained within any rentable premises in the Project for the exclusive use of such premises, and excluding Leasehold Improvements, and also including parking areas and parking structures, access roads, driveways, entrances and exits, sidewalks, Malls, ramps, landscaped areas, stairways, escalators, elevators, passageways, mechanical and electrical rooms, garbage facilities, delivery facilities, fire protection and detection equipment, security equipment, first-aid and information facilities and washrooms; provided that any of the foregoing may be located within the Project or elsewhere if designated from time to time by Landlord as forming part of the Common Facilities.

**"Competing Business" Intentionally deleted.**

**"Construction Schedule"** means the provisions set forth in Schedule 3 to this lease.

**"Contaminant"** means any solid, liquid, or gaseous substance, any Hazardous Waste, any Toxic Substances, any odour, heat, sound vibration, radiation or combination of any of them that may, if Discharged, have an adverse effect on the environment or on people, property or the normal conduct of business.

**"CPI"** means the Consumer Price Index (All Items for Regional Cities) for the City in which the Project is located, or if there is no Consumer Price Index for that City, for the City in Canada nearest the Project for which there is a Consumer Price Index - or any substitute index designated by the Landlord - published by Statistics Canada or any other Authority; if another index is substituted, the Landlord shall be entitled to make necessary conversions.

**"Design Criteria"** has the meaning provided in the Construction Schedule.

**"Discharge"** means any spill release, escape, leak or movement of a Contaminant into the environment, the indoor or outdoor air, into or onto the ground, into the surface water or ground water, into the sewers or any watercourse, or into, onto or from the Store or the Project.

**"Environmental Claim"** means all claims, losses, costs, expenses, fines, penalties, payments and/or damages (including, without limitation, all solicitors' fees on a solicitor and own client basis) relating to, arising out of, resulting from or in any way connected with the presence of any Contaminant at the Store or the Project, including, without limitation, all costs and expenses of any remediation or restoration of the Store, the Project and/or any property adjoining or in the vicinity of the Store or the Project required by Environmental Law.

**"Environmental Law"** means the statutes, regulations, policies, directives, orders, approvals and other legal requirements of an Authority or of the common law which affect the Project, the Store, and Landlord's or Tenant's business, and which impose any obligations relating to the protection, conservation or restoration of the environment, the Project or the Store.

**"Fast Food Service Costs" Intentionally deleted.**

**"Fast Food Service Cost Contribution" Intentionally deleted.**

**"Fast Food Service Tenants" Intentionally deleted.**

**"Fiscal Period"** means any fiscal period adopted from time to time by Landlord for the purpose required by the context in which it is used.

**"Fixturing Period"** means the period commencing on the date specified in a notice from Landlord to Tenant as the date upon which the Store is available to Tenant and ready to fixture and expiring on the earlier of, the number of days set out in key data item 15 following such specified date, or, the day preceding the date Tenant first opens the Store for business.

**"Force Majeure"** means a fire, strike, lock-out or other casualty or contingency beyond the reasonable control and not the fault of the party thereby affected, where the effects of such casualty or contingency are not avoidable by the exercise of reasonable effort or foresight by such party (but does not include insolvency, lack of funds, or other financial casualty or contingency).

**"Free Standing Stores"** means all rentable premises located in separate ancillary or satellite buildings on the Project.

**"Gross Leaseable Area"** means, in respect of any rentable premises including the Store, the exact area in square feet of all floor space on every floor or level therein including for this purpose and measured from:

- (a) the outside surface of all exterior walls;

(b) the outside surface of all interior walls, doors and windows separating such premises from any portion of the Common Facilities; and

(c) the centre line (determined without regard to any finished treatment on such wall) of all interior walls separating such premises from adjacent rentable premises.

Where a portion of any rentable premises is recessed from a demising line, the area of such recess shall be included as part of the Gross Leaseable Area of such premises. There shall be no deduction or exclusion from the Gross Leaseable Area for anything occupying floor space.

**"Gross Revenue"** Intentionally deleted.

**"Hazardous Substance Audit"** means an inspection, investigation and report for the Store completed on behalf of and at Tenant's sole expense, by an independent environmental consultant designated or approved by Landlord, together with such tests, surveys and inquiries as Landlord or such consultant deems advisable in the circumstances, into the presence or existence of any Contaminant in, on or about the Store, including in the Leasehold Improvements or in any Tenant Property, and into the condition or status of the Store, Leasehold Improvements and Tenant Property in relation to possible contamination by any Contaminant, and shall include the consultant's written report and certification as to the presence or absence of any Contaminant, addressed and delivered to Landlord, summarizing the nature and results of all inspections, tests, surveys and inquiries conducted, and the consultant's recommendations for any remedial, removal or precautionary actions that are or may be required under Environmental Law or under the provisions of the lease in the circumstances.

**"Hazardous Waste"** means any hazardous waste, hazardous product, deleterious substance, special waste, liquid industrial waste, bio-medical waste, dangerous goods or substance which is controlled or regulated under Environmental Law. For ease of reference, this includes, but is not limited to, any waste which is composed in whole or in part of substances which are: (i) corrosive, (ii) ignitable, (iii) pathological, (iv) radioactive, (v) reactive, or (vi) toxic; and liquid waste, whether or not from a commercial or industrial process, that cannot lawfully be disposed of through the municipal sewers.

**"HVAC"** means heating, ventilating or cooling or any combination thereof.

**"HVAC Facilities"** means facilities and equipment used for or in connection with the provision and supply of HVAC, as from time to time existing.

**"Interest Rate"** means, with respect to each relevant Fiscal Period, a rate of interest which is two percentage points per annum more than the rate of interest per annum established by a bank named by Landlord, as a reference rate of interest to determine the interest rate such bank will charge for Canadian dollar commercial loans to its customers in Canada and which such bank quotes or publishes as its prime rate.

**"Landlord"** includes Landlord and its successors and assigns.

**"lease year"** in the case of the first lease year means the period beginning on the Commencement Date and terminating on the first anniversary of the last day of the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which event the first lease year terminates on the expiration of the period of 12 months thereafter. Each subsequent lease year commences on the first day following the expiration of the preceding lease year and terminates on the earlier of the expiration of 12 months thereafter or on the expiration or sooner termination of this lease.

**"Leasehold Improvements"** means all fixtures, improvements, installations, alterations and additions from time to time made, constructed, erected or installed in or to the Store with the exception of Tenant Property, and shall also include all or any portion of any HVAC Facilities, sewage, sprinkler, mechanical and electrical equipment and facilities and equipment for or in connection with the supply of HVAC, Utilities or communications wherever located, exclusively serving the Store.

**"Major Stores"** means premises in the Project having a Gross Leaseable Area in excess of 15,000 square feet each.

**"Major Tenant"** means the lessee or occupant of any Major Store.

**"Mall"** means each enclosed customer concourse of the Project onto which Retail Premises front and have direct access, on the ground floor level of the Project and on any main level above or below the ground floor level which has been from time to time in each case, designated as a retail mall by Landlord.

**"Manager"** means Landlord's authorized agent and manager for the Project as named in key data item 21 and who may be changed from time to time.

"mortgage" includes a mortgage, pledge, charge, hypothec, privilege, encumbrance or any other financing arrangement and, where the context requires, a ground or underlying lease, and "mortgagee" includes the holder of such mortgage and the lessor under such ground or underlying lease.

"Opening Date" Intentionally deleted.

"Operating Cost" includes the total direct and indirect cost and expense, without duplication, incurred or accrued and attributed by Landlord to discharge its obligations under this lease and with respect to the ownership, administration, operation, management, maintenance, improvement, insuring, cleaning, supervision, rebuilding, replacement and repair of the Project, plus an administrative fee equal to 15% of such total cost and expense. If Landlord decides not to charge the full amount of any one or more of the foregoing costs and expenses in the year in which it is incurred, then any such uncharged portions may be charged in any subsequent years and there shall be included, interest at the Interest Rate on the uncharged portion of such costs and expenses from time to time. Indirect and offsite costs, depreciation charges, interest at the Interest Rate on undepreciated portions of capital costs and Capital Tax for the Project shall be determined and allocated by Landlord to Operating Cost in accordance with the provisions of this lease. No amount shall be included in Operating Cost for financing or mortgage charges of the lands and buildings comprised in the Project, and Landlord shall deduct the proceeds paid to Landlord under any insurance maintained by it pursuant to this lease where the expense to which such proceeds relate was previously included in Operating Cost. Prior to calculating Tenant's Share of Operating Cost, Landlord shall deduct from the total Operating Cost, ~~amounts payable for such costs pursuant to Landlord's leases with Major Tenants~~ and contributions to such costs receivable by Landlord in respect of those parts of other rentable premises in the Project which have been excluded in the calculation of Tenant's Share.

Notwithstanding anything to the contrary, there shall be excluded or deducted from Operating Cost, as the case may be:

- (i) the cost or expense of any structural repair or replacement to or structural addition of foundations, floor and ceiling slabs and load-bearing columns, beams and walls, provided that the cost or expense relating to any surface improvement, repair or maintenance to any of such items may be included in Operating Cost;
- (ii) the cost or expense of any renovation to the Project except to the extent any repair or replacement would have been appropriate, in which event an appropriate and reasonable repair or replacement cost, as the case may be, may be included in Operating Cost;
- (iii) advertising costs and brokerage commissions paid by the Landlord in connection with the leasing of space in the Project;
- (iv) amounts paid to tenants as construction allowances or amounts paid to tenants as inducements to execute leases, or the actual costs incurred by the Landlord for providing or installing improvements to the premises of other tenants in the Project;
- (v) all costs and expenses associated with environmental remediation or clean-up work of the soil or ground water beneath the Project, but, only to the extent such remediation or clean-up was ongoing as at the Commencement Date of the lease; and
- (vi) legal fees incurred in connection with negotiating leases for the original leasing of the Project or the future re-leasing of the Project.

Furthermore and notwithstanding anything to the contrary, off-site costs shall be limited to expenses incurred or contributions made by Landlord in respect of off-site facilities which directly benefit the Project (such as access roads and rights of way, and landscaping associated therewith) and which are associated with or within the vicinity of the Project, but only to the extent prudently and actually attributable to the maintenance, operation, supervision and administration of the Project. Furthermore, salaries and benefits of part time on-site management and operations personnel for the Project shall be equitably allocated and included in Operating Cost in the same proportion as the time devoted to on-site management and operations functions in the Project bears to the total working time of such personnel.

"Operating Standards" means the rules, procedures and requirements as amended and supplemented from time to time, (initially as set forth in Schedule 2 to this lease) governing the manner in which Tenant and others doing business in the Project shall operate and conduct their businesses.

"Other Lease" Intentionally deleted.

"Percentage Rent" Intentionally deleted.

"person" means any individual, corporation, partnership, trust, joint venture other legal entity or other business association and includes a government or departmental subdivision or agency thereof.

"Project" means the lands and premises described in Schedule 4, as the same may be from time to time, altered, diminished, enlarged, reconstructed or expanded, and includes the Common Facilities and all structures, improvements, services, fixtures and facilities used in the operation thereof and now or hereafter constructed, erected and installed thereon, but excludes all improvements to rentable premises made or installed therein by or on behalf of any occupant of such premises, and further excludes all property owned by or for which any occupant of rentable premises is primarily responsible to repair, maintain or insure.

"Protected Area" means the area referred to in key data item 17.

"Realty Tax" means any real property, municipal, school or local improvement tax, assessment or charge or any other tax, assessment or charge imposed upon or in respect of any real property from time to time by any Authority, including any costs incurred by Landlord in determining or verifying the propriety or reasonableness of or contesting the same in good faith; but excluding any Capital Tax and any income or profits tax upon the income of Landlord, to the extent any such tax is not imposed in lieu of any tax, assessment or charge upon or in respect of the Project or upon Landlord in respect thereof, and further excluding each Business Tax of Landlord in respect of the Project and without duplication of any Business Tax of Tenant or in respect of the Store. If any other tax, assessment or charge is imposed by any governmental or regulatory authority upon or in respect of all or any portion of the Project, the revenues therefrom or Landlord, in substitution for or in addition to any Realty Tax from time to time imposed, then any such other tax, assessment or charge shall be deemed to be a Realty Tax.

"Related Corporation" means a holding corporation, subsidiary corporation or affiliate of Tenant, as each of those terms is defined in the Business Corporations Act or similar statute of the Province in which the Project is located.

"rent" means Basic Rent, Percentage Rent and Additional Rent.

"Retail Hours" means the business days and hours from time to time designated by Landlord for the Project. **It is understood and agreed that notwithstanding use by Landlord of the standard form of retail lease for the Project, the Store will used by Tenant for general administration office purposes. There is no expectation or intention on Landlord's part that Tenant maintain hours of operation consistent with retail tenants or that reference to the premises throughout the lease as "the Store" shall subject Tenant to participation in mall promotions, reporting of revenue or in any manner require Tenant to conduct business as a retail operation. Landlord acknowledges that Tenant's operating hours are 8:30 am to 4:30 pm, Monday through Friday.**

"Retail Premises" means that portion of rentable premises in the Project which fronts onto, has direct customer access to, and is on the same level as any Mall and which, during any applicable time period, is either actually used and occupied or is intended by Landlord to be used and occupied for the purpose of retailing goods or services, but excludes Major Stores, free standing buildings and premises used or intended for use by any Authority or by the Crown or Crown agencies or other governmental agencies or bodies and excludes premises used for recreational, community, theatre, or day care purposes and further excludes premises or areas designated by Landlord from time to time as being for use as mechanical, storage, office, administrative or other similar uses or for non-retailing use.

"Security Deposit" **Intentionally deleted.**

"Store" means the premises shown outlined in red on Schedule "5" and includes the Leasehold Improvements; and the boundaries thereof extend to and include: (i) the inside surface of exterior walls and of structural columns therein; (ii) exterior doors and windows and any walls separating such premises from a Mall; (iii) the centre line of any walls separating such premises from adjacent rentable premises or from any portion of the Common Facilities other than a Mall; (iv) the top surface of the structural subfloor; and (iv) the bottom surface of the structural ceiling or, if there is no ceiling, a plane extending across the Store at the top of the demising walls as determined by Landlord. Furthermore, such premises and the Store shall include the surface of any area recessed from the demising line and shall exclude any Common Facilities located within such boundaries.

"sublease" means any transaction other than an assignment whereby any right of use, occupancy or possession (whether exclusive, non-exclusive, permanent or temporary) relating to the whole or any part of the Store is conferred upon anyone (whether immediately, conditionally or contingently) and includes but is not limited to any sublease, sub-sublease, concession, franchise, licence agreement or any other

arrangement (such as but not limited to a management agreement) conferring any such right of use, occupancy or possession and whether or not Tenant is a party thereto.

"**Taxpayer**" means Landlord and each of the entities constituting Landlord and each of the owners of the Project, as the case may be.

"**Tenant**" includes Tenant and its respective heirs, executors, administrators, successors and assigns, as the case may be.

"**Tenant Property**" means the trade fixtures, chattels, merchandise and personal effects within the Store.

"**Tenant's Operating Cost Contribution**" means the amount of \$4.25 (inclusive of the management/administrative charge) per square foot per annum of the exact Gross Leaseable Area of the Store for the 2014 Fiscal Period (being the period commencing January 1, 2014 expiring December 31, 2014). Tenant's Operating Cost Contribution for each subsequent Fiscal Period, including all extensions and renewals (subject only to the provisions of Sections 12.21 and 12.22), shall increase annually (over the amount payable for the immediately prior Fiscal Period) by the percentage of the annual increase in CPI.

"**Tenant's Service Cost**" means the total direct and indirect cost and expense, without duplication, incurred or accrued and attributed by Landlord, for the provision and supply by or through Landlord, of HVAC, steam, chilled water, make-up or primary air, and any Utilities used or consumed in the Store or in the conduct of Tenant's business, including the cost of maintenance, replacement, repair and operation, and the cost of depreciation on the capital cost of, and interest at the Interest Rate on the undepreciated portion of the capital cost of, all equipment, facilities and installations utilized in connection with such provision and supply and whether or not such equipment, facilities and installations are shared with other premises within or outside the Project or with the Common Facilities, or with other portions of the Project (including the cost to Landlord of determining and allocating such cost and expense). Indirect and offsite costs, depreciation charges and interest on undepreciated portions of capital costs shall be determined and allocated by Landlord to Tenant's Service Cost in accordance with the provisions of this lease.

"**Tenant's Share**" means that proportion of any amount which the total Gross Leaseable Area from time to time of the Store, is of, the total Gross Leaseable Area from time to time the whole of the rentable premises in the Project, after deducting from such whole, the Gross Leaseable Area of storage areas and basement or lower level areas, as such Gross Leaseable Area may be changed from time to time.

"**Term**" means the period specified in key data item 6, from the date specified in key data item 7 to the date specified in key data item 8. If the Commencement Date is prior to the date specified in key data item 7, then, subject to Section 2.1, the provisions of this lease shall become effective from and after the Commencement Date and the period from and including the Commencement Date to the date specified in key data item 7 shall be added to the Term.

"**Toxic Substances**" means any substance which is listed on the List of Toxic Substances prescribed under the Canadian Environmental Protection Act (1999,c.33) (as amended from time to time, or any replacement legislation), or is designated to be toxic or hazardous by an Authority.

"**Transfer**" means any assignment, sublease, change in control, or parting with possession, or any other transaction or occurrence (including an expropriation, amalgamation, receivership or seizure by execution or other legal process) which has or might have the effect of changing the identity of Tenant or the persons controlling Tenant, or, changing the identity of the person having lawful use, occupancy or possession of the whole or any part of the Store, whether such change is or might be immediate, deferred, conditional, exclusive, non-exclusive, permanent or temporary.

"**Utilities**" means water, gas, fuel, electricity, telephone, waste disposal and other utilities or services or any combination thereof other than HVAC.

"**Utility Costs**" means all costs and expenses related to or associated with the production, generation, transmission, distribution, delivery, supply and servicing of Utilities to the Store, other consumers in the Project, to the common facilities and to Landlord in connection with the Project, including, without limitation, all deposits, letters of credit and interest and carrying costs related thereto, and supply, distribution, production, demand and consumption charges, costs, and surcharges, all costs and charges related to administration, debt servicing and metering, as well as all costs incurred for consultants and brokers retained by Landlord in connection with the procurement, management and administration of Utilities for the Project and Utility consumers therein.



## SCHEDULE 2

### OPERATING STANDARDS

Tenant shall comply and shall cause all persons within its control to comply with the following Operating Standards. Amendments and supplements to such standards by Landlord shall be upon reasonable prior notice to Tenant.

1. Tenant shall be open for business throughout the Retail Hours. **It is understood and agreed that notwithstanding use by Landlord of the standard form of retail lease for the Project, the Store will be used by Tenant for general administration office purposes. There is no expectation or intention on Landlord's part that Tenant maintain hours of operation consistent with retail tenants or that reference to the premises throughout the lease as "the Store" shall subject Tenant to participation in mall promotions, reporting of revenue or in any manner require Tenant to conduct business as a retail operation.**
2. Tenant shall operate its business in a first class manner and keep the Store's appearance in first class condition.
3. Tenant shall not permit to be carried on in the Store, any mail order or catalogue business; or the sale of any form of lottery participation; nor any liquidation, going out of business, restructuring, distress, fire or bankruptcy sale, nor a bulk sale other than pursuant to a permitted Transfer.
4. Tenant shall not commit or permit any waste or damage to the Store or the Project, or commit or permit anything which may disturb the quiet enjoyment of any occupant of the Project or which may interfere with the operation of the Project. Tenant will not cause or permit any nuisance or hazard in or about the Store and Tenant will not permit the storage of any Contaminant or any Discharge in or about the Store or the Project and will keep the Store free of Contaminants, debris, trash, rodents, vermin and anything of a dangerous, noxious or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or any noxious or strong noises or odours or anything which may disturb the enjoyment of the Project and the Common Facility by customers and other tenants of the Project. Without limiting the generality of the foregoing Tenant shall not use or permit the use of any equipment or device such as, without limitation, loudspeakers, stereos, public address systems, sound amplifiers, radios, televisions, VCR's or DVD's which is in any manner audible or visible outside of the Premises; and no noxious or strong odours shall be allowed to permeate outside the Store and no items may be placed outside the Store or in any recessed storefront area; in each case without the prior written consent of Landlord which may be arbitrarily withheld or withdrawn on 24 hours notice to Tenant.
5. The only signs and advertising matter permitted in or about the Store shall be a storefront identification sign approved by Landlord and professional signs and advertising matter which are usual to Tenant's business and not objectionable to Landlord.
6. Tenant shall not permit any machines or devices selling or dispensing merchandise or services and operated by coins, credit cards or otherwise, to be present in the sales or display area of the Store.
7. Tenant shall comply with Landlord's instructions concerning storage, removal and disposal of waste and refuse.
8. Tenant shall not overload or misuse any Utilities or floor in the Store.
9. If the Store has a recessed storefront, Landlord shall have the right to regulate or prohibit displays and sales of merchandise within such recessed area and Tenant shall comply with any instructions of Landlord regarding such recessed area.
10. Tenant's right of use of Common Facilities under the lease is subject to compliance with the following rules:
  - .1 During or in connection with any of Landlord's activities under this lease and the making of alterations, improvements, reconstructions or repairs to any portion of the Project, Landlord may close portions of the Common Facilities and may erect temporary scaffolds and other construction aids in the Common Facilities and on the exterior of the Store, and may interfere (to the extent necessary and reasonable) with the use of and access over any portion of the Common Facilities.
  - .2 Tenant shall make and receive deliveries of supplies, fixtures, equipment, furnishings and merchandise only through the receiving facilities designated by Landlord for such purpose. Tenant shall

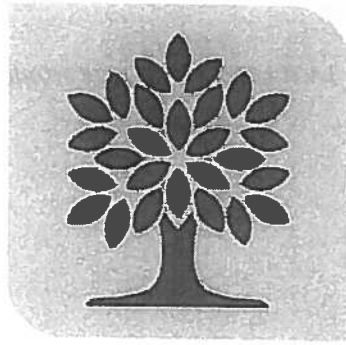
not at any time park or allow vehicles making or receiving deliveries to or from the Store to be parked in parking areas not specifically allocated by Landlord for the purpose of parking such vehicles.

.3 If part or parts of the parking areas are allocated from time to time by Landlord for tenant and employee parking, Tenant shall park and shall ensure that its employees park their vehicles only in such allocated parking areas. Landlord may prohibit Tenant and its employees from parking anywhere in the Project. Tenant shall provide to Landlord on demand a list of all license numbers of all Tenant and Tenant employee vehicles using the Common Facilities. ~~Tenant shall pay to Landlord a parking charge of \$25.00 per day (or such greater amount as the Landlord may from time to time establish as being necessary to discourage unauthorized parking) for each vehicle of Tenant or any of its employees or others under its control that is parked without the prior written permission of Landlord in any parking area not designated for use by Tenant and such other persons.~~

.4 The parking areas or other parking facilities serving the Project, or any portion thereof from time to time may be operated as a paid parking facility by Landlord or any other person selected by Landlord. Parking rates or charges may be imposed by such other person or by Landlord provided they are not excessive having regard to the facilities provided and subject to the right of Landlord to set rates or charges sufficient, in its sole discretion, to discourage long term and non-customer parking and to produce a sufficient turnover of parking spaces. **Notwithstanding the foregoing, Tenant shall be entitled to the use of sixty (60) parking stalls at no cost, as more specifically set out in Section 12.20 of the lease.**

**SCHEDULE 3  
LANDLORD'S SCOPE OF WORK**

[See Attached]



**London**  
CANADA

**THE CORPORATION OF  
THE CITY OF LONDON**

**LANDLORD'S SCOPE OF WORK  
LEASE OF OFFICE SPACE**



## Appendix "A"

### 1.0 SUB-DIVISION OF THE PREMISES

The proposed Premises will contain the following:

- a) Employment Resource Area at approximately ~~575 to 800 sq. ft.~~ 466 SQ FT
- b) ~~Six (6)~~ FOUR (4) enclosed management offices at approximately ~~130 to 180 sq. ft.~~ 150 TO 187 SQ.FT  
+ ONE (1) Small meeting room 176 SQ.FT
- c) One (1) enclosed meeting room at approximately 950 SQ FT ~~650 to 750 sq. ft.~~
- d) One (1) enclosed file room at approximately ~~250 to 300 sq. ft.~~ 407 SQ FT
- e) One (1) enclosed storage room at approximately 100 sq. ft.
- f) One (1) staff lunch room at approximately ~~750 to 850 sq. ft.~~ 485 SQ.FT
- g) One (1) kitchenette area at approximately ~~50 to 75 sq. ft.~~ with: 160 SQ FT
  - i) ~~12' 0" 22' 0"~~ long plastic laminate counter top;
  - ii) ~~Upper and lower cabinets with doors;~~
  - iii) Double stainless steel kitchen sink complete with faucets; and
  - iv) Space for two (2) full size fridges and microwaves.
- h) One (1) separate reception area to seat twenty (20) clients 800 SQ FT ~~800 — 1000 sq. ft.~~; with additional enclosed childcare room 202 SQ FT ~~250 to 450 sq. ft.~~, THREE (3) ~~2~~ enclosed booths 80-165 SQ FT ~~300 — 350 sq. ft.~~ and ONE (1) ~~two (2)~~ public / family washrooms.
- i) One (1) communications closet approximately 100 sq. ft.
- j) The proposed layout for the proposed Premise is laid out as per Appendix "D".

### 2.0 GENERAL SPACE AND FINISH REQUIREMENTS

The Proposed Premise will be typical commercial office space and will include the following:

- a) Ceilings – typical suspension type, exposed T-Bar system with lay in acoustic tiles with ceiling heights in the range of 9 ft. 0 in. to 11 ft. 0 in from floor to underside of ceiling.
- b) Lighting - Standard fluorescent fixtures with a rating of fifty (50) candles at desk height throughout premises. Provide perimeter pot lighting in meeting rooms and multi-purpose rooms.

- c) Walls – Steel stud with painted drywall both sides and will be floor to underside of ceiling grid with sound attenuation material.  
Optional system wall TBC by owner
- d) Flooring – Minimum twenty-eight (28) oz. commercial grade carpet on all floors except in lobby areas, washrooms, kitchenette which will be ceramic or porcelain tile.
- e) Doors, Frames & Sidelights - Suite doors will be solid wood, hollow metal or aluminum with frames to match. Where required, door sidelights and/or glass wall partitions will be tempered glass.
- f) Door Hardware – Commercial grade quality and to be coordinated with security access system where applicable.
- g) Millwork – Commercial grade millwork for all washrooms, kitchenette and optional service counters.
- h) All finishes, colours and patterns will be approved by the City.

### **3.0 POWER AND LIGHTING REQUIREMENTS**

- 1. Energy efficient recessed fluorescent light fixtures with a luminance level of fifty (50) foot candles at desk height throughout the Premises.
- b) Each enclosed office and meeting room will have on each of two (2) opposing walls (2) x 15amp duplex receptacles.
- c) Each workstation and reception area will have two (2) x 15amp duplex receptacles.
- d) The combination printer/photo copier/fax/scanner unit will have one (1) x 15amp duplex receptacle.
- e) The communications closet will have two (2) 15amp split duplex receptacle with separate circuits.
- f) Kitchenette – three (3) 15amp split duplex receptacles with separate circuits for a refrigerator, microwave, dishwasher and kettle/toaster.

### **4.0 COMMUNICATIONS/ DATA REQUIREMENTS**

- a) Landlord will provide a minimum three (3) inch conduit from the street for Bell Fiber installation into the assigned data closet.
- b) Provide a secure isolated closet for the purposes of housing a patch panel and mounting rack. No other utilities will have access to this closet and it will be used for the sole purpose of housing only the City's technology equipment.
- c) Cabling will be Cat 6 meeting the detailed requirements set out in Appendix "B" AND Appendix "C" attached.

- d) Adjacent to each duplex receptacle in the offices, meeting room and open office space (excluding those located in the kitchenette) two (2) RJ-45 cable jacks each connected to the patch panel with a separate Cat 5e cable will be provided.
- e) Conduit, cable and termination jack for analog telephone line from combination printer/photo copier/fax/scanner unit to main building telephone demarcation terminal will be provided.

## **5.0 MECHANICAL REQUIREMENTS**

- a) HVAC will conform to the most current ASRAE Standard 90.1 and ASRAE standard 62.1.
- b) HVAC controls with minimum of four (4) zones and controls in offices, meeting rooms and kitchen/multipurpose room will be provided.
- c) Sprinkler system is provided and will conform to the latest requirements of NFPA 13.

## **6.0 SECURITY REQUIREMENTS**

The City will be responsible for the security of the leased space. Security of the space will be controlled by measures including card access system, intrusion system and video surveillance. The City will respond to all security related issues at the facility and will require access 24/7. The facility will contain one (1) front entry/exit door into the mall and one (1) rear entry exit door directly to the exterior.

Conduit, cable and termination jack for dedicated analog telephone line from the communications room to main building telephone demarcation terminal will be provided.

### **Card Access Control and Intrusion**

The design of any proposed location will include wiring with the following specifications to all doors within the facility:

Reader Cable - 10Con, shielded, stranded 22awg  
Door Contact – 4Con. solid 22awg  
Door Electrified exit device/lockset – 2Con. 18awg stranded  
Request to exit – 4Con. Solid 22awg  
All wiring will be in conduit  
A typical door riser schematic will match Appendix "D" attached.

Front and other barrier free entrances will include all of the above mentioned wiring plus:

Barrier free - 2 x 4Con. Solid 22awg

All doors and frames will include wire transfers, Sargent electrified lock sets/exit devices and the wiring pathway within the door from transfer to lock.

The design of any proposed location will include wiring for the intrusion system keypad at the front entrance location with the following wiring specifications:

Keypad – 2pair, shielded stranded, 24awg

The design of the proposed location will include wiring for a siren located in a central location of the facility with the following wiring specifications:

Siren – 2Con. 18awg stranded

The design of the proposed location will include wiring for intrusion systems detection devices to be run within five (5) feet of all exterior windows, all exterior doors roof hatches and one (1) central location within each large staff area with the following specifications:

Detection - 4Con. Solid 22awg

All wiring will run from specified location back to communications room.

An 8' wide by 6' high plywood board will be mounted in the communications room for security equipment mounting.

The City will provide all additional components of the card access and intrusion systems. Access to all City of London space will be controlled 24/7. These systems will be managed by the City's Security Division.

### **Video Surveillance**

Video surveillance will be a requirement and pending the address location and design of the proposed space in conjunction with the City's Security Division, an appropriate number of cameras to properly secure and monitor the location will be required. The design of the space will include wiring with the following specifications:

- All camera wiring will be in conduit and will be Cat 5e Cable.
- Wiring will run from the rear communications room to the following locations - the exterior front entrance, the exterior rear entrance, the interior front door and the interior front counter area.
- Four video cameras will be located in the parking lot. They will be located in the following locations:
  - SE corner of No-Frills roof
  - No-Frills entrance - under canopy
  - SW corner of Wal-Mart roof
  - NE corner of Wal-Mart roof
- Fire Safety

The facility is in compliance with all applicable fire and building code regulations in relation to fire safety. The Landlord ensures a notification procedure will be put in place to notify the City immediately of any fire related incident within the City leased space. The City will provide fire extinguishers as required within the leased space. All other required equipment will be provided by the Landlord.



## 7.0 Parking Accommodations

	Entire Building	City Allotment
Total Number	862	60
Above --Ground	840	58
Underground	0	0
Barrier Free Parking	22	2

These spaces will not be assigned however the east lot which is directly adjacent to the proposed Premise would be the area where the non-barrier free spaces would be located.

## 8.0 Administration Fee

- a) A 10% administration Fee will be charged on any work the proponent completes on behalf of the City. This provision does not apply to the initial fit out of the space. The consideration of \$307,700 described as the Tenant's Contribution to the Interior Fit Out of the Store is inclusive of any administration costs

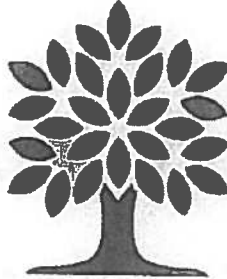
## 9.0 Building and Technology Infrastructure Details:

- Fire/Life Safety - As part of the redevelopment of the site a new fire alarm system will be installed to meet or exceed the current OBC and fire regulations. The security system is as described in m) above.
- Telecommunications -- The phone system at the mall is primarily copper and is located in the main telecom room. As part of the requirement contained in this RFP, the proponent will provide a 3" conduit to the street allowing the City to bring fibre into the proposed Premises. Cable is also available in the building.

## 10.0 Description of Signage and Tenant Directories:

The City of London will be permitted to install a sign on the Mall Pylon located along Highbury Avenue.

## APPENDIX "B"



London  
CANADA

# General Data Closet and Data Infrastructure Specifications

Version 1.2  
October 2012

This document is to be used in conjunction with the corresponding **City of London CAT6 Structured Cabling Specifications v1.2 Document**.

These Specifications are to be used and followed on **ALL** new structured data cabling installation performed for The Corporation of the City of London.

### **General Premise Cable Specifications**

- 1.1 An existing site that already has a complete and functioning CAT6 infrastructure and is to have minor cabling additions or changes, CAT6 cabling is to be used. Any large changes such as an entire floor / large parts of a floor / large areas is to be cabled with CAT6 cabling, a new CAT6 patch panel and patch cabling.

1.2 All cabling is to be or CAT6, blue for data and white for "fax line" / "analog", installed and certified by a manufacturer trained and certified installer, as per this Specification and general industry specifications.

All cabling is to be terminated as T568A pin/pair assignment standard, as per TIA/EIA. T568B is NOT acceptable.

## General Premise Cable Specifications ...cont'd

- 1.3 Generally, there should be "n+50%" data drops per work area, meaning if there are four workstations clustered together, a total of 6 data drops is to be installed. If there is a single station or a printer location, two data drops are required.
- 1.4 There will a distinction between a "fax line" / "analog" cable drop and a data drop. All "fax line" / "analog" cabling is to be white and data cabling blue.
- 1.5 No surface mounted raceways or surface mounted wall receptacles are to be used. All data cabling and floor demarcation jacks are to be installed in-wall, unless a specific situation is encountered, which then needs to be identified to the general contractor.
- 1.6 All drops are labelled according to room number at the workspace outlet, in the following format: ROOM-DXX where ROOM is the room number assigned and XX is a sequential drop number per each room.
- 1.7 All labelling is to be machine printed, and protected under a label cover if available. Handwritten labelling is not acceptable.
- 1.8 All floor demarcation parts, jacks etc are to be matching and neutral in color. White, beige or off-white is preferred.
- 1.9 All CAT6 patch cabling is to be supplied by the premise cabling installer. Patch cabling is to be prefabricated and of same brand as the rest of the cabling system. Two patch cables per each data drop are required: 2 or 3ft or suitable at patch panel, 7 or 8ft or suitable at the workspace outlet.
- 1.10 All exposed cable bundles are to be tied together with hook-and-loop (velcro) straps. No cable ties (zip tie / tie-wrap) are to be used.
- 1.11 Complete documentation of the installation is to be supplied at the end of the project in both hard copy and electronic format, complete with:
  - Installer warranty
  - System vendor warranty
  - System vendor certification
  - Cable test results
  - Floor plans with vertical and horizontal pathing, jack locations and numbers
- 1.12 The Contractor will correct deficiencies, as identified by the Owner, at no additional cost to the owner.

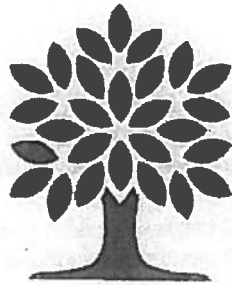
## Telecommunications / IT Room Planning and Design

- 2.1 Unless directed otherwise, the contractor is to supply a 2 post open relay rack, 45U, with vertical and horizontal cable management for all IT rooms. Size and quantity of cable management should be suitable to size of installation. Rack must be installed in the specified location, fastened securely to the wall or floor using appropriate fasteners and grounded as per standard Industry specification. The rack must accept standard 19" equipment. Brand to be Middle Atlantic, RF Mote or equivalent. Any equipment that is to be accessed by people is to be located around chest height while standing on the ground and equipment racks should have enough room to safely work around all sides.
- 2.2 The layout and design of all IT rooms is to follow the latest TIA/EIA design and specifications at the time of construction.
- 2.3 If the buildings' structured cabling system design requires more than one data closet, the main closet (MDF) shall be interconnected with any secondary closet (IDF) via two dedicated CAT6 cables or, depending on the distance between closets, a 6 strand 50/125 multimode fiber cable, terminated to a rack mount SC patch panel at each end.
- 2.4 If only one main IT Room, it is preferred to be centrally located in the building, due to data cable length restrictions.
- 2.5 The MDF room is to have at minimum one sheet (4ftx8ft) of fire retardant ¾" plywood backer board on one wall, in the proximity of the data rack. The IDF is to have a half sheet plywood backer board (4ftx4ft). All drilling/screwing/ or attaching of any kind other than the backer board must be requested through facilities. (Corporate Asbestos Policy regulations)
- 2.6 The MDF room is to house the Bell Canada copper demarcation point. If for any reason this is not possible, a 25pair CAT3 / CAT5 cable is needed, connecting this closet to the Bell demarcation point in the building. This cable is to be terminated on a BIX1A strip / BIX10A frame at both ends.
- 2.7 The MDF room is to also house a Rogers Cable demarcation, if present. If for any reason this is not possible, a RG6 coax cable drop shall be installed to this room.
- 2.8 Unless otherwise requested, IT rooms are to have qty2 120V 20A duplex receptacles, one on each dedicated branch circuit, in the proximity of the rack. Rack and any brackets must be grounded to the nearest ground point connected to the building ground system with a #6 AWG green insulated copper grounding conductor. At sites where there is or will be a generator present, these and any other receptacles in IT rooms are to be fed off generator fed circuits. No electrical equipment generating EMI (transformers, motors etc.) is to be housed in any IT room.
- 2.9 Each IT room must be sufficiently sized to allow a minimum 3ft clearance at the front and minimum 3ft clearance at the rear of the rack. A minimum 2ft on each side of the rack is also required.
- 2.10 Ideally, each room should be dedicated for IT equipment only, or only shared with other technology groups such as radio or security / fire suppression / HVAC controller equipment.
- 2.11 Sources of flooding in and around all IT rooms should be minimized, no piping should pass above rooms if possible. Any source of electromagnetic interference, such as transformers or motors, is not allowed.

## **Telecommunications / IT Room Planning and Design**

- 2.12 No unrelated storage such as custodial is to be allowed in any IT room.
- 2.13 All IT room doors should be keyed to the TSD IT closet standard of "Medeco LAJ1".
- 2.14 IT room lighting should be independently switched or motion activated, and sufficient to illuminate the entire room, especially the front and rear of the data rack.
- 2.15 A positive pressure ventilation system is required, with sufficient airflow to keep room at 21degrees Celsius at all times. Depending on type and size of installation, an HVAC system will also be necessary, with a dedicated thermostat in the room.

Appendix "C"



London  
CANADA

**Category 6 Structured Cabling  
Specifications**

**Version 1.2**

**October 2012**

**This document is to be used in conjunction with the corresponding City of London General Data Closet and Data Infrastructure Specifications v1.2 Document.**

**These Specifications are to be used and followed on ALL new structured data cabling installation performed for The Corporation of the City of London.**

**This document has been based on Hubbell's Premise Wiring CAT6 Channel Specifications.**

# Category 6 Structured Cabling Specifications

## GENERAL

### 1.1 SCOPE OF WORK

- A. This section includes minimum requirements for product design, quality, and performance, including preparation and installation of Category 6 channel systems. A structured cabling channel include jacks, panels, 110 blocks, cable, cross-connect jumpers, and patch cords, all connected together.
- B. Category 6 modular jacks terminate Category 6 balanced unshielded twisted pair (UTP) copper cable in workstation outlets. Category 6 patch panels are used for cross-connect distribution of UTP cabling.
- C. Category 6 patch cords are used to connect workstation equipment to communications outlets. Category 6 UTP cable is used for horizontal or backbone infrastructure. Cabling is fully deployed prior to jack and panel termination. Compliance to codes and standards is required for installation, cable deployment, and connector termination.

### 1.2 QUALITY ASSURANCE

- A. Installation of Category 6 channel systems shall be according to manufacturer's instructions.

Category 6 channel systems shall be installed according to recognized Category 6 installation practices, and applicable codes and standards.

Installed channel system cable and components shall be manufactured by an ISO 9001 Certified facility.

Installed channel system cable and components shall be free from defects in material or workmanship from the manufacturer, and shall be of the quality indicated.

All methods of construction that are not specified in the contract documents shall be subject to control and approval by the Owner or Owner's Representative.

Installed channel system components shall be lot-traceable by date code.

Channel system cable shall have lot number printed on the outer jacket.

All critical internal manufacturing operations for Category 6 channel system cable and components shall have documented in-process inspection and testing according to ISO 9001.

Where "approved equal" is stated, any substitute product shall be equivalent to all requirements specified, and is subject to approval.



## Category 6 Structured Cabling Specifications....cont'd

Note: Low grade or substandard Category 6 cable shall not be an acceptable substitute in Category 6 channel systems specified in this document.

B. Materials and work specified in this document shall comply with, and are not limited to the applicable requirements of standards, codes, and publications listed below:

- ANSI/TIA/EIA-568-B.1, Commercial Building Telecommunications Cabling Standard (and all published addenda), Part 1: General Requirements, 2001.
- ANSI/TIA/EIA-568-B.2, Commercial Building Telecommunications Cabling Standard (and all published addenda), Part 2: Balanced Twisted Pair Cabling Components, 2001.
- ANSI/TIA/EIA-568-B.2-1, Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components, Addendum 1: Transmission Performance Specifications for 4-pair 100 Ohm Category 6 Cabling, 2002.
- ANSI/ICEA-S-90-661, Category 6 Individually Unshielded Twisted-Pair Indoor Cables, With or Without an Overall Shield, for Use in Communications Wiring Systems Technical Requirements, 2004.
- ANSI/EIA-310-D, Cabinets, Racks, Panels and Associated Equipment, 1992
- IEEE 802.3af, Data Terminal Equipment (DTE) Power Over Media Dependent Interface (MDI), 2003 (Super ceded by IEEE 802.3-2005).
- IEEE 802.3, Information Technology – Telecommunications and Information Exchange between Systems – Local and Metropolitan Area Networks – Specific Requirements Part 3: Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications, 2005.
- IEEE 802.3an (current draft), Specification for 10 Gb/s (10 Gigabit Ethernet) Operation over Category 6 or higher 4-Pair Balanced Twisted Pair Cabling.
- TIA/TSB-155 (current draft), Telecommunications System Bulletin: Characterizing Existing Category 6 cabling for 10 Gb/s Ethernet Operation over 55 Meters Channel Length.
- FCC Code of Federal Regulations, Title 47, Part 68, Subpart F: Connector Specifications (current edition).
- ANSI/TIA/EIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces, 2003.

## Category 6 Structured Cabling Specifications....cont'd

- ANSI/TIA/EIA-606-A, Administration Standard for Commercial Telecommunications Infrastructure, 2002.
- ANSI J-STD-607-A, Commercial Building Grounding and Bonding Requirements for Telecommunications, 2002.
- ISO/IEC 11801, Information Technology – Generic Cabling for Customer Premises, 2002.
- ISO/IEC 18010, Information Technology – Pathways and Spaces for Customer Premises Cabling, 2005.
- ISO/IEC 14763-1, Information Technology – Implementation and Operation of Customer Premises Cabling – Part 1: Administration, 2004.
- BS EN 50173-1, Information Technology – Generic Cabling Systems – Part 1: General Requirements, 2002.
- BS EN 50174-1, Information Technology – Cabling Installation – Part 1: Specification and Quality Assurance, 2001
- National Fire Protection Association, Inc., NFPA 70: National Electric Code (NEC), 2005.
- NEC Article 250: Grounding and Bonding
- NEC Article 800: Communications Circuits
- CSA C22.1-06, Canadian Electric Code (CEC), 2006
- Underwriters Laboratory, Inc., UL1863: Standard for Safety – Communications Circuit Accessories, 4<sup>th</sup> Ed, 2004.
- National Electrical Manufacturer's Association, NEMA 250-2003: Enclosures for Electrical Equipment
- Telecommunications Distribution Methods Manual, 10<sup>th</sup> Ed., Building Industry Consulting Services International (BICSI), 2003.
- Information Transport Systems Installation Manual, 4<sup>th</sup> Ed., Building Industry Consulting Services International (BICSI), 2004.
- U.S. Public Law 336. 101<sup>st</sup> Congress, ADA: Americans with Disabilities Act of 1992.

## **Category 6 Structured Cabling Specifications....cont'd**

### **1.3 SUBMITTALS**

- A. Product Data Specifications
- B. Product Data Sheets
- C. Manufacturer's Installation Instructions
- D. Product Catalog Literature
- E. Product Drawings

### **1.4 WARRANTY**

- A. Installed Category 6 channel systems shall be warranted free of defects in material or workmanship.
- B. Installed Category 6 channel systems shall be warranted to perform the intended function within design limits.
- C. Installed Category 6 channel systems shall be granted a full link or channel warranty by the manufacturer under the conditions stated below:
  - I. Construction is performed by an installer that is certified and up-to-date by the manufacturer's current training program.
  - II. Contractors performing the certified installation are properly registered with the manufacturer's warranty program.
  - III. All channel components are supplied entirely by one manufacturer (including all patch cords for channel).
- D. Cable used in the installation is supplied by the manufacturer, or is qualified and recognized by such.
- E. Installed channel systems are properly documented and tested with a "PASS" result. (See "Field Quality Control – Testing" in PART 3 of this document for testing details).
- F. Required test results and project documentation is submitted to the manufacturer by the registered contractor.

## Category 6 Structured Cabling Specifications....cont'd

### PRODUCTS

#### 2.1 CONNECTORS - CATEGORY 6 MODULAR JACKS

##### A. REQUIREMENTS

1. Jacks shall be standard 8-position, RJ-45 style, un-keyed, FCC compliant.
2. Jacks shall be designed for 4-pair, 100 ohm balanced unshielded twisted pair (UTP) cable.
3. Each jack shall be single unit construction, with snap – fit to industry standard keystone opening (.760" x .580").
4. Jack housings shall be high impact UL 94 V-0 rated thermoplastic.
5. Jacks shall have a temperature rating of -10 °C (14°F) to 70°C (158 °F).
6. Jacks shall utilize a 2-layer printed circuit board to control NEXT.
7. Jack housings shall fully encase and protect printed circuit boards and IDC fields.
8. Housing shall be ultrasonically welded for tamper resistance.
9. Modular jack contacts shall accept a minimum of 2000 mating cycles without degradation of electrical or mechanical performance.
10. Jack contacts shall maintain a minimum deflection force of 100 grams while mated with an FCC-standard RJ-45 plug.
11. Jack contacts shall be formed flat for increased surface contact with mated plugs.
12. Jack contacts shall be arranged on the PC board in 2 staggered arrays, one array having 6 contacts and the other array having 2 contacts.
13. Jack contacts shall be constructed of Beryllium copper for maximum spring force and durability.
14. Contact plating shall be a minimum of 50 micro-inches of hard gold in the contact area over 50 micro-inch of nickel.
15. Jack termination method shall follow the industry standard 110 IDC punch-down.

IDC contact termination towers shall have tapered pair-splitting features to aid wire insertion and minimize pair un-twist.

## Category 6 Structured Cabling Specifications....cont'd

16. IDC contacts shall be arranged in staggered arrays of 4 sets of 2 contacts.
17. Jacks shall have the Category 6 designation, visible from the front when installed.
18. Bottom of jack shall have date code and an abbreviated catalog number.
19. Jacks shall utilize a paired punch-down sequence to maximize electrical performance.
20. IDC contacts shall be Phosphor Bronze with 100 micro-inch tin lead 60/40 plating over nickel.
21. Jacks shall terminate 26-22 AWG solid or stranded conductors.
22. Jacks shall terminate insulated conductors with outside diameters up to .050".
23. Jacks shall not require special cords, specialty tools or special installation requirements.
24. Jacks shall be compatible with single conductor standard 110 impact termination tools.
25. Jacks shall be compatible with a 4-pair single punch impact tool designed specifically for the purpose.
26. Jacks shall include a translucent stuffer cap for wire retention and to permit visual inspection.
27. Stuffer cap shall have retention snaps to assure conductor strain relief.
28. Jacks shall accept FCC compliant 6 position plugs.
29. Jacks shall accept optional hinged dust covers.
30. Jacks shall be compatible with ANSI/TIA/EIA-606-A color code labeling.
31. Jacks shall accept snap-on icons for specific identification.
32. Jacks shall be available in various colors to meet specific customer applications.
33. Jacks shall have attached wiring instruction labels to permit either T568A or T568B wiring configurations.
34. Category 6 jacks shall be backward compatible with existing Category 3, 5, and CAT6 cabling systems for fit, form, and function.

## Category 6 Structured Cabling Specifications....cont'd

### 2.2 PATCH PANELS – CATEGORY 6

#### A. REQUIREMENTS

1. Category 6 patch panels shall be standard 8-position, RJ-45 style, un-keyed, FCC-compliant receptacle, in 24 and 48 configurations. Panel frames shall be black powder coated 14-gage steel with rolled edges top and bottom for proper stiffness.
2. Panels shall accommodate a minimum of 24 ports for each rack mount unit (1 RMU = 1.75 in.).
3. Panels shall be designed for 4-pair, 100 ohm balanced unshielded twisted pair (UTP) cable.
4. Panels shall terminate 26-22 AWG solid conductors, with maximum insulation diameter of 0.050 in.
5. Panels shall have attached wiring instruction labels to permit either T568A or T568B wiring configurations.
6. Panels shall have individual port identification numbers on the front and rear of the panel.
7. Panels shall utilize 8-port adapter modules, each secured with two screws. Adapter module housings shall be UL 94 V-0 rated thermoplastic.
8. Panel adapter modules shall be 110-style termination with tin lead solder plated IDC contacts.
9. Panels shall have a temperature rating of -10 °C (14°F) to 70°C (158 °F).
10. Printed circuit boards shall be fully enclosed front and rear for physical protection.
11. Panel contacts shall withstand a minimum of 2000 mating cycles with an FCC 8-position RJ-45 plug, without degradation of electrical or mechanical performance.
12. Panel contacts shall maintain a minimum deflection force of 100 grams while mated with an FCC-standard RJ-45 plug.
13. Panel contacts shall be formed flat for increased surface contact with mated plugs.
14. Panel contacts shall be arranged on the PC board in 2 staggered arrays, one array having 6 contacts and the other array having 2 contacts.
15. Panel contacts shall be constructed of Beryllium copper for maximum spring force and durability.

## **Category 6 Structured Cabling Specifications....cont'd**

16. Contact plating shall be a minimum of 50 micro-inches of hard gold in the contact area over 50 micro-inch of nickel.
17. Panel termination method shall follow the industry standard 110 IDC punch-down, using a standard 110 impact termination tool.
18. Panels shall be compatible with a 4-pair multi-punch impact termination tool designed specifically for the purpose. Bending or other damage to the panel using a multi-pair punch tool shall not occur.
19. IDC contact termination towers shall have tapered pair-splitting features to aid wire insertion and minimize pair un-twist.
20. IDC contacts shall be arranged in staggered arrays of 4 sets of 2 contacts.
21. Panels shall have the Category 6 designation, visible from the front when installed.
22. Panels shall utilize a paired punch-down sequence to maximize electrical performance.

### **2.3 CATEGORY 6-110 TERMINATION BLOCKS**

#### **B. REQUIREMENTS**

1. Category 6-110 wiring blocks shall be available in 64-pair or 192-pair capacities, with or without detachable standoff legs.
2. Wiring blocks shall be available as kits that include wiring blocks, label strips, and the appropriate quantity of connecting blocks for termination to full capacity.
3. Connecting blocks shall also be available separately.
4. Wiring blocks and connecting blocks shall be constructed of UL94-V0 rated high-impact flame-retardant polycarbonate blend thermoplastic.
5. Wiring blocks shall accept 26-22 AWG solid or stranded conductors
6. Wiring blocks shall accept conductor insulation diameters of .050 in to .070 in maximum.
7. Wiring blocks and connecting blocks shall have a temperature rating of 14 °F to 140°F with up to 95% non-condensing humidity.
8. Wiring blocks shall have through-openings to permit rear cable entry and direct routing to each point of termination.

## **Category 6 Structured Cabling Specifications....cont'd**

9. Connecting blocks shall connect to the wiring block with a locking force of 35 lb minimum.
10. Connecting blocks shall withstand a minimum of 200 re-terminations without degradation to electrical or mechanical performance.
11. IDC contacts in the connecting blocks shall be a spring temper phosphor bronze alloy, .032" thickness, with 100 micro-inches minimum solder plate (60% tin/40% lead) at the wire contact area.
12. IDC contact termination towers on the connecting blocks shall have tapered pair-splitting features to aid wire insertion and minimize pair un-twist. IDC towers shall also have high-definition color-coding.
13. Category 6-110 termination blocks shall be manufactured in the USA.

### **2.4 PATCH CORDS – CATEGORY 6**

#### **B. REQUIREMENTS**

1. Category 6 patch cords shall be constructed with a smoke-colored polycarbonate 8-position plug, having vertically staggered, trifurcated contacts, each having 50 micro-inches of gold plating. Plug dimensions and function shall comply with FCC 47, Part 68.5.
2. Patch cords shall have a snag-less feature, integral to the strain relief boot on each end. Strain relief boot shall be molded PVC, and color matched to the cable jacket.
3. Patch cords shall be constructed with category 6 patch cable, with 24 AWG 7/32 tinned copper stranded conductors, each insulated with polyethylene, and overall jacket with UL flame-retardant PVC.
4. Patch cords shall be manufactured using a T568A wiring format, and shall function suitably for either T568A or T568B wiring schemes.
5. Patch cords shall be available in the following colors: black, blue, gray, yellow, orange, red, green, white, and purple. Custom lengths and colors shall be available with a delivery lead-time quotation.
6. Category 6 patch cords shall be backward compatible with existing Category 3, 5, and CAT6 cabling systems for fit, form, and function.



## Category 6 Structured Cabling Specifications....cont'd

### 2.5 CATEGORY 6 100 OHM BALANCED UTP CABLE – PLENUM OR RISER.

#### A. REQUIREMENTS

1. Category 6 UTP cable construction shall be four twisted pairs of 23 AWG insulated solid copper conductors, with a ripcord, surrounded by a tight outer jacket. Cable construction also includes a pair divider along the cable center to maintain separation of individual pairs
2. Riser or plenum cable shall be available in mid-grade, tested to 400 MHz, and in premium grade, tested to 550 MHz.
3. Conductor diameters shall be 0.0224" ± .0003" solid copper.
4. Plenum cable conductor insulation diameter shall be 0.039" ± .0005" high performance fluorocopolymer.
5. Riser cable conductor insulation diameter shall be 0.040" ± .0005" flame retardant polyolefin.
6. Twist lay of each pair shall vary in a manner to optimize noise immunity and minimize crosstalk.
7. Outer jacket diameter shall be 0.220" ± .008" with a nominal wall thickness of 0.015".
8. Plenum cable jacket material shall be low smoke PVC. Riser cable jacket material shall be PVC.
9. Ripcord shall be directly underneath the outer jacket.
10. Cable shall be marked: "[MANUFACTURER] PREMISE WIRING CATEGORY 6 – [PLENUM] -- 4 PR 23 AWG c(UL)US <CMP> – (UL) VERIFIED TO TIA/EIA-568-B.2-1 -- Z/YY (XXXX) – NNNN".
  - a) Frequency of marking shall be every 2.0 ft.
  - b) [ ] denotes PLENUM or RISER
  - c) < > denotes CMP or CMR
  - d) 'Z' represents the month of manufacture.
  - e) 'YY' indicates the year of manufacture.
  - f) 'NNNN' indicates the sequential footage markers.

## **Category 6 Structured Cabling Specifications....cont'd**

- g) 'XXXX' indicates the job number.
- h) 'NNNN' indicates the sequential footage markers.
- 11. UL, ETL, or CSA agency certification or verification markings shall be marked on the cable jacket according to the certifying agency's requirements.
- 12. Color coding of the pairs shall be as follows:
  - a) Pair 1: White/Blue; Blue
  - b) Pair 2: White/Orange; Orange
  - c) Pair 3: White/Green; Green
  - d) Pair 4: White/Brown; Brown
- 13. Cable shall be supplied in 1000 ft spools or 1000 ft Reelex boxes.

### **2.6 PERFORMANCE REQUIREMENTS: CATEGORY 6 CHANNEL SYSTEMS**

- A. All cable and component transmission performance parameters shall be independently verified by a UL or ETL third party testing organization.
- B. Category 6 channel cable and components shall individually exceed Category 6 transmission requirements of ANSI/TIA/EIA-568-B.2-1, Transmission Performance Specifications for 4-Pair 100 ohm Category 6 Cabling Components.
- C. Category 6 channel system shall exceed 10 Gb/s transmission requirements for connecting hardware, per the requirements of ANSI/TIA-TSB-155 (current draft).
- D. The manufacturer shall provide Category 6 component compliance certificates from third party testing organization upon request.
- E. Channel cable and components shall be UL LISTED 1863 and CSA certified.
- F. Installed channel system shall exceed IEEE 802.3 DTE Power specification to 4 times the rated current limits with no degradation of performance or materials.
- G. Channel system shall be third party verified, error free Gigabit Ethernet performance to IEEE 802.3 standard.

## Category 6 Structured Cabling Specifications....cont'd

- H. Channel system shall exceed 4 Gb/s data transmission capacity within the bandwidth of 1 – 250 MHz when configured in a 4-connector channel.
- I. Channel system shall exceed the 4-connector channel performance requirements of Category 6, per the ANSI/TIA/EIA-568-B.2-1 standard.
- J. Channel system shall exceed the 4-connector Category channel performance requirements for 10 Gb/s transmission over Category 6, according to TIA/TSB-155 (current draft).
- K. The 4-connector channel test configuration shall utilize a Category 6 jack, patch panel, optional 6-110 block, and patch cords, all from the same manufacturer, with qualified Category 6 cable.
- L. The 4-connector Category 6 channel performance margins in the table below shall be guaranteed, provided the configuration satisfies requirement 'K' above.

Electrical Parameter (1 - 250MHz)	Guaranteed Margins to Category 6 / Class E Channel Specifications
Insertion Loss	3 %
NEXT	4 dB
PSNEXT	5 dB
ELFEXT	4 dB
PSELFEXT	5 dB
Return Loss	2 dB

### EXECUTION

#### 3.1 PREPARATION

- A. Horizontal and backbone cable pathway infrastructure (conduit, cable tray, raceway, etc.) shall be fully deployed according to applicable codes and standards.
- B. Metallic horizontal cable pathways shall be bonded to an approved ground according to ANSI-J-STD-607-A.
- C. Racks, cabinets, and enclosures shall be installed in the proper locations, and bonded to an approved ground according to ANSI-J-STD-607-A.

## Category 6 Structured Cabling Specifications....cont'd

- D. Prior to jack termination in the workstation outlet, horizontal cabling of the proper category shall be fully deployed from the TR to each outlet location according to applicable codes and standards.
- E. Prior to panel termination in the TR and ER, backbone and horizontal cabling shall be fully deployed.

### 3.2 INSTALLATION – CATEGORY 6 CABLE

- A. Using approved methods, pull cable into conduits, or place into raceway or cable tray as specified. Do not exceed 25 Lb pull force per cable. Use appropriate lubricants as required to reduce pulling friction.
- B. All wiring above ceilings or below access floors shall be installed in cable tray or open-top cable hangers.
- C. Cable slack and service coils shall be stored properly above the ceiling or under the access floor. A "figure-eight" service coil is recommended for Category 6 cabling to reduce EMI coupling.
- D. Cable ends for termination shall be clean and free from crush marks, cuts, or kinks left from pulling operations.
- E. Pathway fill ratio in conduit, tray, raceway, etc. shall not exceed 40% of pathway cross-sectional area.
- F. Installed cable bend radius shall be greater than 4X cable diameter. Avoid kinking or twisting the cable during installation.
- G. Do not use staples or clamps to anchor cables. Velcro straps are required.
- H. Recommended spacing of cable supports above the ceiling shall be 48".
- I. Maintain the following clearances from EMI sources:
  - 1. Power cable in parallel: 12 in.
  - 2. Power cable intersections: 6 in.
  - 3. Florescent lights: 12 in.
  - 4. Transformers and electrical service enclosures: 36 in.
- J. Communications cabling that must cross power cables or conduit shall cross at a 90-degree angle, and shall not make physical contact.
- K. Length of each horizontal cable run from the TR to the wall outlet shall not exceed 90 meters.

## **Category 6 Structured Cabling Specifications....cont'd**

- L. Leave sufficient slack for 90 degree sweeps at all vertical drops.
- M. Do not install cable in wet areas, or in proximity to hot water pipes or boilers.
- N. Cable ends for termination shall be clean and free from crush marks, cuts, or kinks left from pulling operations.
- O. Installed cables shall have no abrasions with exposed conductor insulation or bare copper 'shiners'. The installer is responsible to replace damaged cables.
- P. Fire-stop all cable penetrations through fire-rated barriers per local codes.

### **3.3 INSTALLATION – CATEGORY 6 JACKS**

- A. Terminate jacks according to manufacturer's instructions.
- B. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.
- C. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).
- D. Jacks shall be properly mounted in plates, frames, or housings with stuffer cap fully installed over IDC contacts.
- E. Horizontal cables extending from mounted jacks shall maintain a minimum bend radius of at least 4 times the cable diameter.
- F. Cable terminations shall have no tensile or bending strain on IDC contacts after assembly of faceplate or housing to the wall outlet.

### **3.4 INSTALLATION – CATEGORY 6 PANELS**

- A. Properly mount patch panels into the designated rack, cabinet, or bracket locations with the #12-24 screws provided.
- B. Terminate cables into the patch panel according to manufacturer's instructions.
- C. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.
- D. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).

### **Category 6 Structured Cabling Specifications....cont'd**

- E. Horizontal or backbone cables extending from the panel terminations shall maintain a minimum bend radius of at least 4 times the cable diameter.
- F. Cable terminations shall have no tensile or bending strain on panel IDC contacts in each installed location.
- G. For horizontal cabling, jacks shall be terminated with faceplates assembled complete and properly mounted.
- H. Consolidation point equipment, where applicable, shall also be fully installed and terminated prior to testing.
- I. Panels shall be properly labeled on front and back with the cable number and port connections for each port.

### **3.5 INSTALLATION – CATEGORY 6-110 BLOCKS**

- A. Follow manufacturer's instructions.
- B. Mount 6-110 wiring blocks in the desired location.
- C. Route cables through the openings in the wiring block base.
- D. Terminate UTP cables to the 6-110 block according to manufacturer's instructions, using the connecting blocks and proper termination tool.
- E. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.
- F. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).
- G. Cables extending from the block terminations shall maintain a minimum bend radius of at least 4 times the cable diameter.
- H. Cable terminations shall have no tensile or bending strain on IDC contacts after termination. Note: Use the appropriate cable management hardware to relieve cable strain and control bend radius.

## Category 6 Structured Cabling Specifications....cont'd

### 3.6 INSTALLATION – CATEGORY 6 PATCH CORDS

- A. Remove patch cords from bags and apply channel or port identification labels per specification. Patch cord lengths should match the distance between connection points, with enough slack for cable management and bend radius control.
- B. Workstation patch cords should not interfere with the operator space or electrical cords. Note: workstation cords are normally installed after placement of office furniture.

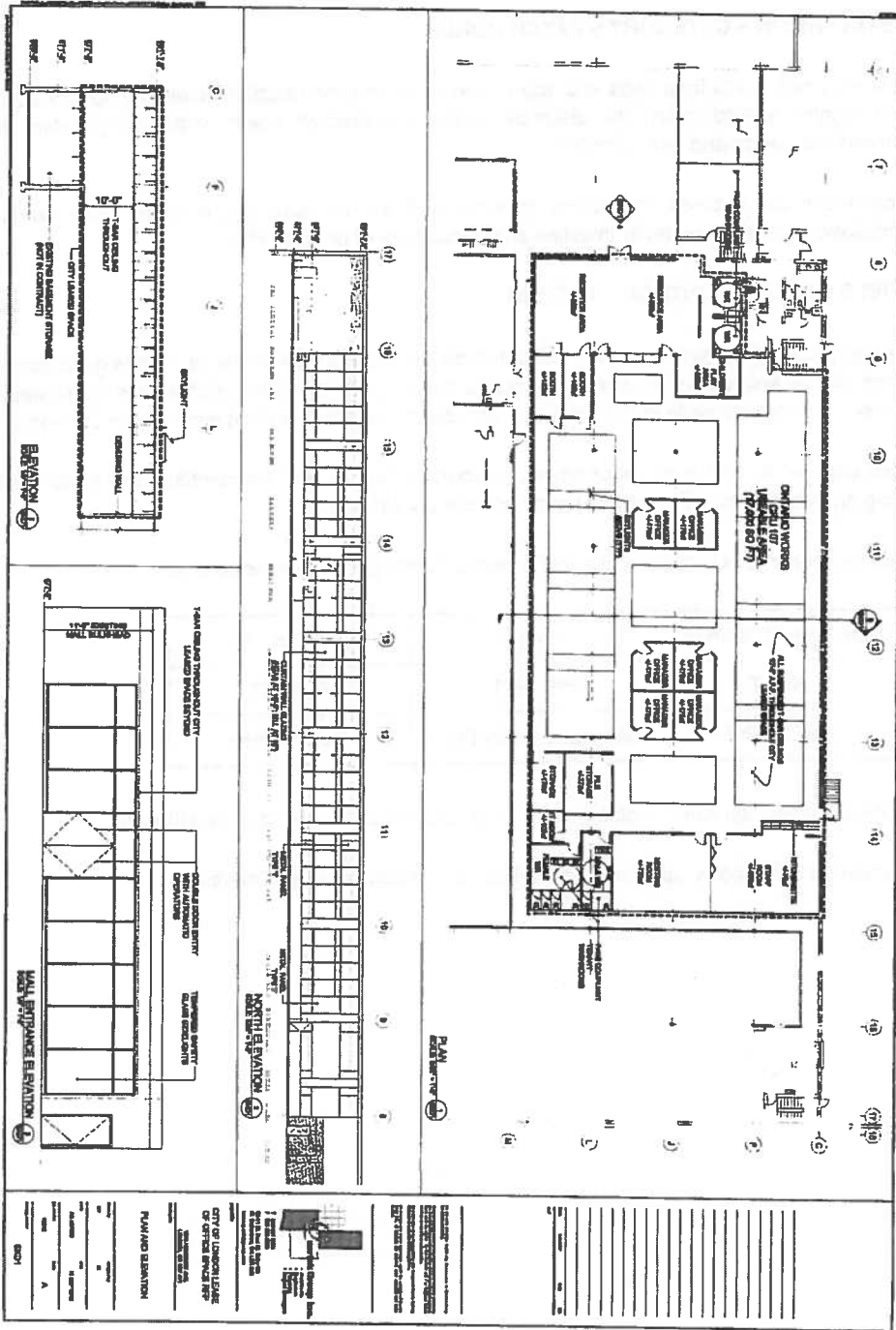
### 3.7 FIELD QUALITY CONTROL – TESTING

- A. Category 6 channel systems shall be tested as an installed horizontal or backbone cabling system. Jacks and faceplates are assembled complete and properly mounted. Panels are terminated and fully dressed with proper cable management. Patch cords are connected on each end of channels.
- B. Each channel in the horizontal or backbone channel system shall be identified and tested individually, using an industry standard level III tester with correct settings.
- C. Each horizontal and backbone channel is tested for the parameters listed below.

Wire Map / Continuity	Length	Insertion Loss
NEXT	PSNEXT	ELFEXT
PSELFEXT	Delay and Delay Skew	Return Loss

- D. A "PASS" indication shall be obtained for each channel or link, using a level III tester.
- E. Completed test reports shall be submitted as per Section 1.3 requirements.

### APPENDIX "B"



CITY OF DENVER  
 DEPARTMENT OF TRANSPORTATION  
 TRANSIT DIVISION  
 STATION DESIGN  
 PROJECT NO. 2001-01-001

**PLANNING DIVISION**  
 PROJECT MANAGER  
 DATE: 11/15/01

**ARCHITECT**  
 PROJECT ARCHITECT  
 DATE: 11/15/01

**ENGINEER**  
 PROJECT ENGINEER  
 DATE: 11/15/01

**GENERAL NOTES**

1. REFER TO DRAWING SET FOR ALL NOTES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR TRANSIT STATIONS.
3. ALL MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.
4. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED IN THE CONTRACT.

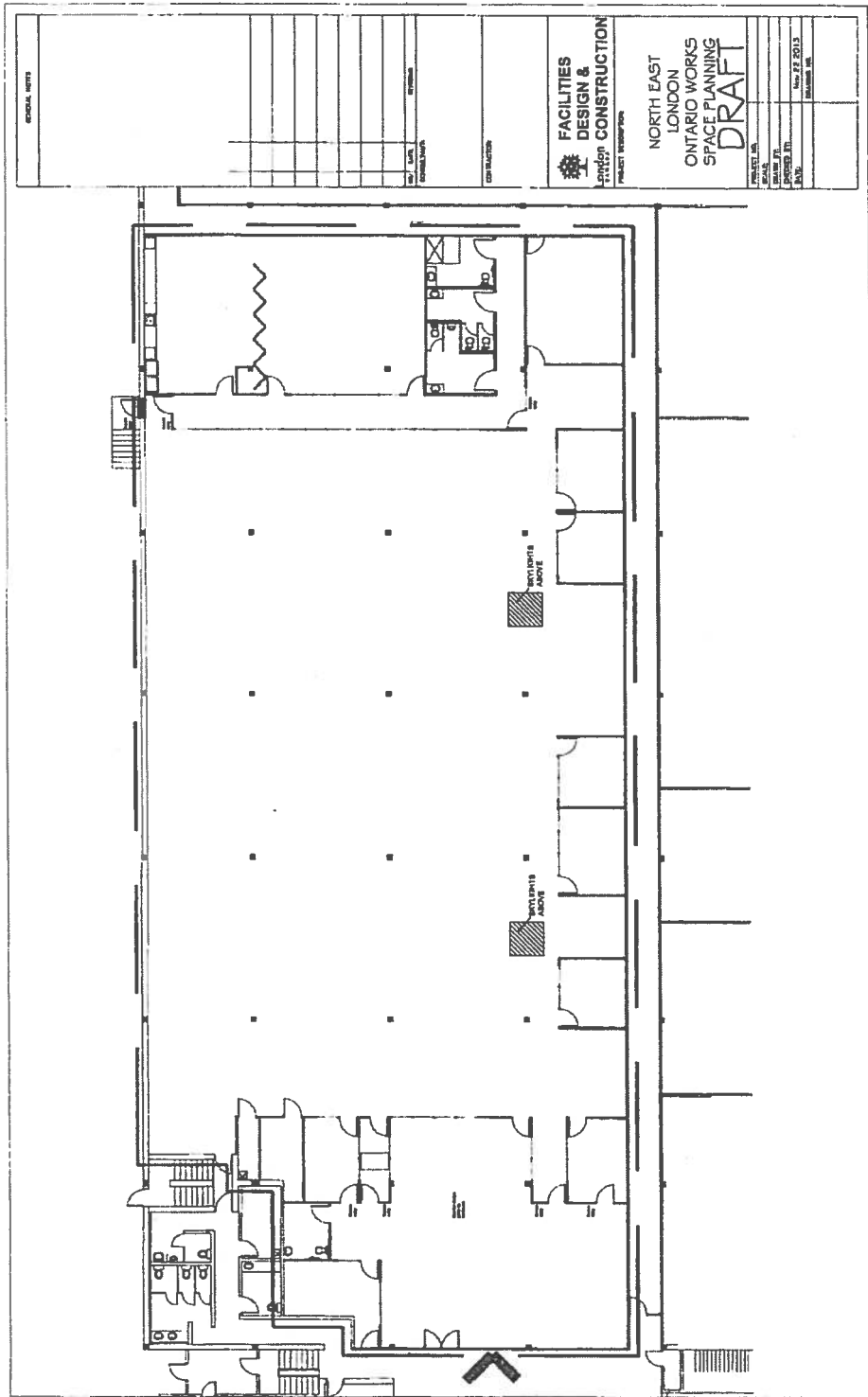
**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/15/01	ISSUED FOR PERMIT
2	11/15/01	ISSUED FOR CONSTRUCTION

**APPENDIX B**



**SCHEDULE 3 - 1  
FINAL DESIGN DRAWING**









**SCHEDULE 4**  
**LEGAL DESCRIPTION OF PROJECT**

**ALL AND SINGULAR** that certain parcel or tract of land and premises, situated, lying and being in the City of London (formerly in the Township of London), in the County of Middlesex, and being composed of that part of Lot 9, Concession 2 in the City of London (formerly in the Township of London) as described in Instrument No. 236122 save and except lands described in Instruments No. 239339 and 245338;

**TOGETHER WITH** an easement or right in the nature of an easement as set out in Instrument No. 189163.

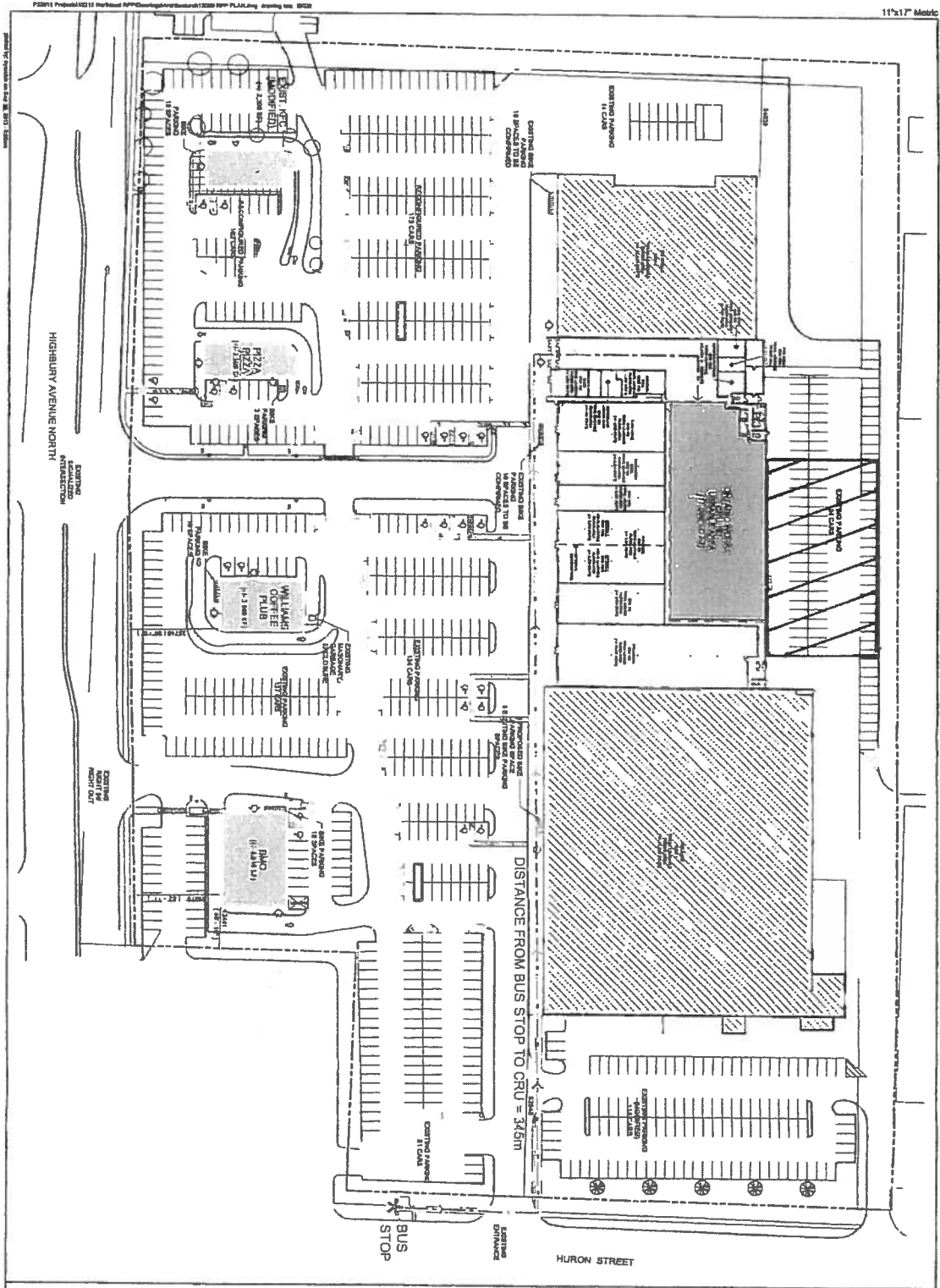
**SUBJECT TO** easements as set out in Instruments No. 237821 and 189163.

**SUBJECT TO** easement over Part 1 on Plan 33R-16093 as set out in Instrument No. ER417043

Being the whole of PIN 08096-0278 (LT).



# SCHEDULE 5 LEASING PLAN



**LEASABLE PLAN**

1. 1000 SQ FT  
2. 1000 SQ FT  
3. 1000 SQ FT

**CITY OF LONDON LEASE  
OF OFFICE SPACE RFP**

1771 HURON BLVD  
LONDON, ON N6H 2V1

**LEASABLE PLAN**

1. 1000 SQ FT  
2. 1000 SQ FT  
3. 1000 SQ FT

**CITY OF LONDON LEASE  
OF OFFICE SPACE RFP**

1771 HURON BLVD  
LONDON, ON N6H 2V1

