

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2011 - 100

By-law to enter into agreement between Amherstburg Community Services and the Corporation of the Town of Amherstburg


WHEREAS it is deemed expedient to enter into an Agreement with Amherstburg Community Services regarding the long term use of the Victoria Street Cultural Centre property owned by the Town;

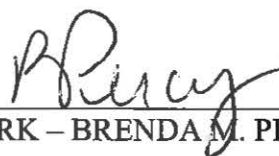
AND WHEREAS the specifics of such Agreement have been negotiated and are set out in the Agreement attached to and forming part of this By-law;

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg hereby enacts as follows; .

1. That the Mayor and Clerk of the Town be hereby authorized to execute and affix thereto the Corporate Seal to the Agreement attached hereto as and forming part of this by-law;
2. That this By-law shall come into full force and effect upon the final passing thereof.
3. That By-law 2011-80 be hereby repealed.

Read a first and second time, and FINALLY PASSED this 29th day of November 2011.


MAYOR - WAYNE HURST


CLERK - BRENDA M. PERCY

THIS LEASE made in duplicate this 29th day of November, 2011.

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG
A municipal corporation under the laws of the Province of Ontario

hereinafter called the **LESSOR**

OF THE FIRST PART;

-and-

AMHERSTBURG COMMUNITY SERVICES
A non profit corporation incorporated under the laws of the
Province of Ontario

hereinafter called the **LESSEE**

OF THE SECOND PART;

WHEREAS the Lessor is the owner in fee simple of the lands and premises more particularly described as the Victoria Street Cultural Centre, municipally known as 179 Victoria Street South, Amherstburg, Ontario (the "Property");

AND WHEREAS the Lessee is desirous of leasing the premises to provide assistance and information services to residents of the Amherstburg community and the Lessor has consented to lease same to the Lessee upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are respectively acknowledged and confirmed by each of the Parties, hereto, the parties hereto mutually covenant, promise, agree, warrant and undertake as follows:

ARTICLE 1

GRANT AND TERM

1.01 DEMISED PREMISES

- (a) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Lessor doth demise and lease unto the Lessee the above described Premises.
- (b) The Lessee is permitted to utilize a maximum of fifteen (15) parking spaces in the parking area on the Property

1.02 TERM

- (a) The Lessee shall have and hold the Demised Premises, for and during the term of Fourteen (14) years (the "Term") with said Term to commence on the 1st day of January, 2012 and to be fully completed on the 31st day of December, 2025. The parties agree that should the occupancy date be later than January 2012, the date will be mutually agreed by both parties and the term of the lease will remain at 168 months. Any change in occupancy date will be reflected throughout the references to date in the balance of this agreement.

ARTICLE 11

RENT

2.01 RENT

The Lessee covenants with the Lessor to pay rent unto the Lessor as follows:

- (b) During the First twenty-four (24) months of the Term, the annual sum of Forty-Six Thousand Three Hundred and Thirty Dollars (\$46,330.00) inclusive of HST payable in monthly installments of Thirty-Eight Hundred Sixty Dollars and Eighty-Three Cents (\$3,860.83), each in advance, on the first day of each month, commencing January 1, 2012;
- (c) During the balance of the Term, the annual sum of Fifty-Nine Thousand Three Hundred and Twenty-Five Dollars (\$59,325.00) inclusive of HST payable in monthly installments of Forty-Nine Hundred and Forty-Three Dollars and Seventy-Five Cents (\$4,943.75), each in advance, commencing January 1, 2014 and continuing monthly on the first day of each month thereafter until and including December 1, 2025.

2.02 ADDITIONAL RENT / ADDITIONAL CHARGES

The Lessee covenants to pay rent and to pay additional rent or additional charges any money required to be paid pursuant to Sections 3.01, 3.02, 3.03, 5.01, 6.01, 7.01 and 8.02 hereof and all other sums of money or charges required to be paid by the Lessee under this Lease whether or not the same be designated as additional rent, or additional charges, pursuant to this Lease. If such additional rent or additional charges are not paid at the time provided in this Lease, they shall nevertheless be due and payable with the next installment of rent thereafter falling due hereunder as rent, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or limit any other remedy of the Lessor.

2.03 PLACE OF PAYMENT

All payments to be made by the Lessee under or in respect of this Lease shall be made to the Lessor at 271 Sandwich Street South, Amherstburg, Ontario or to such agent or agents of the Lessor or at such other place as the Lessor shall hereafter from time to time direct in writing to the Lessee.

ARTICLE 111

TAXES

3.01 BUSINESS AND PERSONAL PROPERTY TAX

The Lessee shall pay all taxes, rates, charges and license fees assessed, levied or imposed in respect of the personal property, business or income of the Lessee as and when the same become due and payable.

3.02 TAX ON RENTS

In the event that any Federal, Provincial, Municipal or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rents and/or charges paid or to be paid by the Lessee under the terms of this Lease, and Lessor is required to collect from the Lessee and/or pay such tax, levy or charge to such authority, the Lessee shall, upon the same date as such rentals or charges are due to be paid to the Lessor by the Lessee, pay to or reimburse the Lessor (as the case may be) all such charges as may be imposed or assessed which, for the purposes of this Lease shall be deemed to be due from the Lessee as additional charges under this Lease Agreement; it being the intention of the Parties hereto that the rental payable hereunder shall be paid to the Lessor absolutely net, without deduction of any nature whatsoever, except as this Lease otherwise expressly provides; provided the Lessee shall not be required to pay any estate, inheritance, succession, transfer, income or similar taxes which may be payable by the Lessor.

3.03 LAND TAXES

- (a) During the Term herein granted, the Lessor shall pay and discharge as the same becomes due and payable all applicable taxes, if any, including rates, duties and assessments that may be levied, rated, charged or assessed against the Property, or any fixtures or chattels situate thereon or any part thereof by any Municipal, Provincial, Parliamentary, school or other body during the Term hereby demised

including, without being limited to, every tax, charge, rate, assessment or payment which may become a charge or encumbrance or levied upon or collected in respect of the Property or any part thereof (herein collectively called "Land Taxes").

- (b) Notwithstanding the above provisions, the Lessor intends to make immediate efforts to seek a designation of the demised land and facility in accordance with Section 110(6) of the *Municipal Act*, 2001 in order to exclude the demised lands and premises from property tax assessment.

ARTICLE IV

USE WASTE, NUISANCE, GOVERNMENTAL REGULATIONS

4.01 CONDUCT OF BUSINESS

- (a) The Lessee shall not, without the prior written consent of the Lessor, which may be arbitrarily refused and/or withheld, utilize the Demised Premises at any time for any other purpose than that of a non-profit agency providing information and social support services to residents of the Amherstburg community, and further shall not sublease the premises or allow use by any other group. For greater certainty, should the Lessee wish to utilize the Demised for any purpose other than that of a non-profit agency and related health care service providers providing information and social support services to residents of the Amherstburg community, the Lessee shall first obtain the written consent of the Lessor, which may be arbitrarily refused or withheld.
- (b) The Lessee shall conduct their business in the Demised Premises and occupy the Demised Premises in an up-to-date and reputable manner, shall keep the Demised Premises in a clean and tidy condition, shall not bring thereon any machinery, equipment, article or thing that might damage the same, shall not overload the floors, and shall not permit ashes, waste or objectionable material to accumulate on or near the Demises Premises.

4.02 WASTE OR NUISANCE

The Lessee shall not use or permit the Demised Premises to be used or occupied for any unlawful purpose, or commit or suffer to be committed any waste upon the Demised Premises, or do or permit to be done anything that doing or omission of which shall be result in a nuisance or which may disturb the quiet enjoyment of any neighbouring properties, tenant or tenements.

4.03 GOVERNMENTAL REGULATIONS

The Lessee shall, at the Lessee's expense, faithfully observe and promptly comply with all the requirements of Federal, Provincial, Municipal and other applicable governmental authorities and all applicable orders, rules and regulations of the Canada Fire Underwriters Association, or any other body having similar functions, now in force or which may hereafter be in force, pertaining to the Demises Premises, and likewise observe and comply with the requirements of all policies of public liability, fire and other insurance now in force, or which may hereafter be in force with respect to the Demised Premises and any equipment used in connection therewith.

ARTICLE V

UTILITIES

5.01 UTILITY CHARGES

The Lessor shall be responsible for the payment of all charges for heat, water, gas, electricity or any other utility (save as set out below) or energy used or consumed in the Property and all charges for any utility service or energy supplied to the Property. Provided, however, that the Lessee shall be responsible for payment of a portion of the above-described utility costs in any year where

said costs exceed \$12,000.00 annually or the actual annual total 2012 utility costs, whichever is more. The Lessee agrees to reimburse the Lessor annually for any aforesaid excess utility costs.

For greater certainty, the Lessee shall also be responsible for the payment of any telephone or other private utility charges relating to its business and to the Demises Premises. The Lessor shall not be liable for any interruption or failure in the supply of any such utilities or energy to the Demised Premises, save and except where said interruption or failure is caused by the negligent act or act of omission of the Lessor and/or the Lessor=s agents, employees, servants or contractors.

ARTICLE VI

RENOVATION, MAINTENANCE, REPLACEMENT AND REPAIRS

6.01 RENOVATION

The Lessor agrees to renovate the Demised Premises at its expense to accommodate the space requirements of the Lessee. The renovation plan shall be mutually agreed upon by the Parties hereto and shall not exceed a total expense of \$251,460.00 and shall include the installation of new high efficiency heating and cooling systems.

6.02 MAINTENANCE, REPLACEMENT AND REPAIRS

- (a) The Lessor shall, at the Lessor's expense and save as set out herein, maintain and keep the Property and every part thereof in good, substantial repair and condition, both interior and exterior, and shall promptly make all needed repairs of a quality and kind at least equal to the original including, without being limited to, the drains, pipes, electrical wiring, heating and air-conditioning, plant and equipment and all other machinery, facilities and equipment belonging to and used in connection with the Property, unless such repairs result from damage caused by the Lessee and/or the Lessee's agents, employees, servants, invitees or contractors.
- (b) The Lessor shall, at the Lessor's expense, provide snow removal for the parking area of the Property, and shall provide grass cutting/landscaping in all grassed areas of the Property.

6.03 SURRENDER OR DEMISED PREMISES AT END OF TERM

Upon the expiry of this Lease, the Lessee shall surrender the Demised Premises to the Lessor in the same condition in which they were delivered to the Lessee at the commencement of the Term hereof, subject to alternations to the Demised Premises permitted by this Lease Agreement, reasonable wear and tear, and damage by fire, lightning, tempest, structural defects, riot, mob violence, civil commotion, earthquake, structural, latent or inherent defect, or by reason of any explosion, accident or agency not the result of some negligent act or omission by the Lessee or the Lessee's Agents, employees, servants, invitees or contractors only excepted.

ARTICLE VII

ACCESS BY LESSOR

7.01 RIGHT OF ENTRY

The Lessor and the Lessor's agents shall have the right to enter the Demised Premises at all reasonable times to inspect the same, and in the event an inspection reveals any maintenance work or repairs are necessary and required by this Lease to be done by the Lessee, the Lessor shall give the Lessee notice in writing and thereupon the Lessee shall, within a reasonable time after receipt thereof, do such maintenance work or make the necessary repairs or replacements in a good and workmanlike manner. If the Lessee shall fail to do so, the Lessor and its contractors, agents or workmen shall be allowed to take all material into and upon the Demised Premises and do such repairs or replacements. The rent reserved shall not abate while the said maintenance work, repairs or replacements are being made (either by the Lessor or the Lessee, as the case may be); in addition, the

Lessor shall not be liable for any inconvenience, disturbance, loss of business or other damage resulting therefrom.

ARTICLE VIII

INSURANCE AND INDEMNITY

8.01 FIRE INSURANCE AND OTHER RISKS

The Lessor shall keep all buildings, improvements, equipment, fixtures, motors, machinery and equipment in or upon the Property (other than the Lessee's trade fixtures and equipment) insured against loss or damage by fire and such other perils which similar properties are usually insured against in the Province of Ontario by prudent owner including, without being limited to, fire, lightning, windstorm, hail, explosion, riot, civil commotion, damage from aircraft and vehicles and smoke damage in an amount equal to the full insurance value thereof.

8.02 LIABILITY INSURANCE

The Lessee shall, at the Lessee's sole expense, keep in full force and effect a policy of general public liability insurance with respect to the Demised Premises and the business conducted by the Lessee protecting against claims for personal injury, death and property damage in which the limits shall not be less than \$2,000,000.00 with the policy in question to have an inflation factor. The policy shall name the Lessor and the Lessee as insured. A copy of the policy or a certificate of insurance shall be delivered to the Lessor on or before the Possession Date.

8.03 INDEMNIFICATION OF LESSOR

The Lessee hereby indemnifies and saves harmless the Lessor from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damages to property arising from or out of any occurrence in, upon or at the Property or any part thereof occasioned wholly or in part by any act or omission of the Lessee and/or the Lessee's agents, employees, servants, invitees or contractors. In case the Lessor shall be made a party to any litigation commenced by or against the Lessee, then the Lessee shall indemnify and hold the Lessor harmless and shall pay all costs, expenses and reasonable counsel fees incurred by the Lessor in connection with such litigation. The Lessee shall also pay all costs, expenses and reasonable counsel fees that may be incurred or paid by the Lessor in enforcing the covenants and agreements in this Lease.

ARTICLE IX

DAMAGE AND DESTRUCTION

9.01 TOTAL AND PARTIAL DESTRUCTION OF THE DEMISED PREMISES

- (a) Subject to Section 9.04 hereof, if the Demised Premises and/or the building on the property are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
- (i) if the damage or destruction renders the Demised Premises unfit for use and occupancy and impossible to repair or rebuild using reasonable diligence within 120 days from the date on which such damage or destruction took place (the "Event"), then the Term shall cease from the date of such Event, and the Lessee shall immediately surrender and give possession of the Demised Premises to the Lessor and rent shall abate from the time of such event;
 - (ii) if the Demised Premises can, with reasonable diligence, be repaired and rendered fit for use and occupancy within 120 days from the Event, but the damage or destruction rendered the Demised Premises wholly unfit for use or occupancy, the rent reserved hereunder shall not accrue after the Event or while the repairs to such damage or destruction are being carried out. Upon

completion of such repairs, the Lessee's obligation to pay rent shall resume immediately; and

- (iii) if the Demised Premises can, with reasonable diligence, be repaired and rendered fit for use and occupancy within 120 days from the Event, and the damage or destruction rendered the Demised premises partially fit for use or occupancy, then, until the repairs to such damage or destruction have been completed, the Lessee shall continue in possession of the Demised Premises and the rent shall abate proportionately.
- (b) Any questions as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Lessee.
- (c) Apart from the provisions of Paragraph 9.01(a) hereof, there shall not be abatement of rent payable by the Lessee, nor shall the Lessee be entitled to claim against the Lessor for any damages, general or special, caused by such damage or destruction of the Demised Premises unless said damage or destructions results from the negligence and/or act of omission by the Lessor or any of the Lessor's employees, servants or agents.

9.02 TERMINATION OF LEASE

Notwithstanding Section 9.01 hereof, if during the Term of this Lease the Demised Premises and/or the building on the Property are totally or partially damaged or destroyed such that, in accordance with Section 9.01 hereof, this Lease is terminate, all proceeds from the said insurance on the Property shall belong absolutely to the Lessor and the Lessee shall forthwith execute all releases as may be necessary in respect of the insurance monies.

ARTICLE X

ADDITIONAL, ALTERNATIONS, FIXTURES

10.01 PERMITTED ALTERATIONS

- (a) The Lessee shall be permitted to make any structural alternations, changes in the partitions, additions or renovations to the Demised Premises (the "Alterations") that the Lessee may deem appropriate, provided that the following terms and conditions are complied with:
 - (i) all alterations shall conform to all statutes, regulations, building by-laws and rules and regulations of any governmental body (including, without limiting the generality of the foregoing, the rules and regulations of the Canadian Underwriters Association or any successor body thereto), if any, then in force affecting the Demised Premises, and that all necessary permits and authorization shall have been obtained prior to the commencement of work on said Alternations;
 - (ii) the Alternations will not be of such kind or extent as to in any manner weaken the structure of the Demised Premises after the alterations are completed, or reduce the value of the Demised Premises;
 - (iii) all plans and blueprints for the Alterations shall be submitted to the Lessor for its written consent of same prior to any work on the Alterations commencing, which consent shall not be unreasonably withheld; and
 - (iv) the Alterations shall be completed in a good and workmanlike manner within a reasonable time of commencement.
- (b) If structural alterations become necessary because of the application of the law or

government regulations to the business conducted by the Lessee, the Lessee shall make such alterations or additions, at the Lessee's expense, after all necessary Municipal and other governmental permits and authorization have been obtained. Such alterations or additions shall be completed in a good and workmanlike manner and within a reasonable time, and the same shall be in compliance with the building and zoning by-laws of the municipality in which the Demised Premises are situated and with all Federal, Provincial and Municipal by-laws and regulations of the Canadian Underwriters Association or any other body successor thereto.

- (c) It is understood by the Parties that, at the conclusion of the Term, the Lessee shall not be required to restore the Demised Premises to their former state, provided that this Article X of the Lease has been complied with by the Lessee; in addition, all alterations, additions, renovations, etc. made to the Demised Premises by the Lessee (exclusive of fixtures) shall be surrendered to and become the property of the Lessor.

10.02 FIXTURES

- (a) The Lessee shall have the right to deliver to, and install in the Demised Premises, or to cause to be delivered to or install in the Demised Premises any equipment, fixtures, stock or other material to be used by the Lessee in the operation of its business; Provided that no structural damage to the Demised Premises is caused thereby.
- (b) Save as set out herein, the fixtures placed in or on the Demised Premises by the Lessee shall continue to be the property of the Lessee.
- (c) The Lessee may remove its fixtures so long as all rent and other sums due or to become due hereunder are fully paid, and so long as the Lessee does not remove or carry away from the Demised Premises any plumbing, heating, electrical or ventilating plant or equipment or other services, and so long as the Lessee repairs any damage caused by such removal; provided that all electric light fixtures, alterations, additions and improvements to the Demised Premises which in any manner are or shall be attached to the walls, floors, ceilings or any linoleum, tile, carpet or similar floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises, or any paneling or other covering affixed to the walls thereof, shall remain upon the Demised Premises and shall become the property of the Lessor at the expiration or other termination of the Lease.

10.03 CONSTRUCTION LIENS

The Lessee shall not suffer or permit any construction or mechanic=s liens for work, labour, service or materials ordered by the Lessee, or for the cost of which the Lessee may be in any way obligated, to attach to the Property, and whenever any such lien shall attach or a claim therefore shall be registered, the Lessee shall, within 20 days after the Lessee has notice of the claim for lien, procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

ARTICLE XI

DEFAULT OF LESSEE

11.01 PROVISO FOR RE-ENTRY

Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants; and in case, without the written consent of the Lessor, the Demised Premises shall become and remain vacant or not used for a period of 30 days while the same are suitable for use by the Lessee, or be used by any person other than the Lessee or taken in execution or in attachment by any credit of the Lessee, or the Lessee shall make an assignment for the benefit of creditors or become bankrupt or insolvent, or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or any order shall be made for the winding-up of the Lessee, then and in every such case, all rental payable pursuant to this Lease shall immediately become due and payable and, at the option of the

Lessor, this Lease shall cease and terminate and the said Term shall immediately become forfeited and void, in which event the Lessor may re-enter and take possession of the Demised Premises as though the Lessee or any occupant or occupants of the Demised Premises was or were holding over after the expiration of the Term without any right whatever.

11.02 **DISTRESS**

Notwithstanding the benefit of any present or future statute taking away or limiting the Lessor's right of distress, none of the goods and chattels of the Lessee on the Demised Premises at any time during the same term shall be excepted from levy by distress for rent in arrears.

ARTICLE 1X11

ASSIGNMENT AND SUBLETTING

12.01 **CONSENT OF LESSOR**

- (a) The Lessee will not assign the Lease or sublet the whole or any part of the Demised Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld, provided that the proposed assignee or subtenant is reputable and creditworthy with sufficient net worth and financial ability to perform all of the obligations undertaken by the Lessee, and provided that such assignment or subletting does not violate the use permitted herein.
- (b) Notwithstanding any such assignment or subletting, the Lessee shall remain fully liable with respect to its obligations under this Lease, and shall not be released from performing any of the terms, covenants and conditions of this Lease.
- (c) Immediately after any such assignment or subletting pursuant to the above provisions, the rent payable by the Lessee to the Lessor shall not be less than the rent paid by the Lessee to the Lessor immediately prior to such assignment or subletting.

ARTICLE XIII

OVERHOLDING

13.01 **OVERHOLDING**

If upon the termination of this Lease or any renewal hereof for any reason whatsoever, the Lessor permits the Lessee to remain in possession of the Demised Premises and accepts rent in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only subject in all respects to the provisions of this Lease.

ARTICLE XIV

TERMINATION

14.01 **TERMINATION**

The Lease herein contained shall be terminated at the option of the Landlord on the happening of any of the following events:

- (a) the bankruptcy, insolvency or dissolution of the Lessee;
- (b) the breach by the Lessee of any of the covenants herein contained; provided that such breach has not been corrected within 7 days after written notice has been given by the Lessor to the Lessee specifying such breach, or the correction of such breach has not

been commenced within 7 days after written notice has been given by the Lessor to the Lessee specifying such breach where the correction of such breach cannot reasonably be completed within 7 days;

- (c) the Lessee being in default of any payment hereunder in excess of 15 days from the due date for such payment (notwithstanding any other provisions otherwise herein contained);
- (d) by mutual agreement of the Parties hereto under a memorandum in writing signed by both the Lessor and the Lessee; or
- (e) in the event of expropriation by any expropriating authority other than the municipality or other involuntary forfeiture of the demised Premises.

ARTICLE XV

QUIET ENJOYMENT

15.01 QUIET ENJOYMENT

The Lessor covenants with the Lessee that, upon the Lessee duly paying the rent hereby reserved together with all additional charges herein secured, and duly keeping, observing and performing the covenants, agreement and conditions herein on the Lessee's part to be kept, observed and performed, the Lessee shall and may peaceably possess and enjoy the Demised Premises for the Term hereby granted without hindrance, interruption or disturbance from the Lessor.

15.02 SIGNAGE

So long as the Lessee obtains the express written consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee may place, erect, maintain or paint any sign or signs upon the Demised Premises and the Lessee may remove such sign or signs at the expiration of the Term or any extension thereof; provided that the Lessee covenants that, in the erection of any such permitted sign or signs, they shall comply with all relevant Federal, Provincial and Municipal laws, ordinances and requirements; provided further that the Lessee covenants that, in the removal of any such signage, the Lessee shall repair any damage caused thereby.

ARTICLE XVI

OFFSET STATEMENT, SUBORDINATION

16.01 OFFSET STATEMENT

The Lessee shall within Fifteen (15) days after request therefore by the Lessor, or in the event that upon any sale, assignment or hypothecation of the Property an offset statement shall be required from the Lessee, deliver a certificate to any proposed purchaser or mortgagee or to the Lessor certifying (if such be the case) that this Lease is in full force and effect that there are no defenses or offsets thereto or stating those claimed by the Lessee.

16.02 SUBORDINATION

Upon request of the Lessor, the Lessee shall subordinate the Lessee rights hereunder the lien or any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against to be made upon the security thereof; PROVIDED THAT the Lessor shall provide to the Lessee a Non-Disturbance Agreement by such mortgagee, pursuant to which shall be entitled to continue to occupy the Demised premises so long as the Lessee are not in default under the terms of this Lease or any renewal thereof. The Lessee shall execute all documentation required by the Lessor to give effect to any such subordination.

ARTICLE XVII

MISCELLANEOUS

17.01 NOTICES

- (a) Any notice to be given by on Party to this Agreement to the other Party to this Agreement shall be sufficiently given if made in writing and addressed to the other party by means of Telex, Telegraph or Facsimile or by prepaid registered mail. In the event such notice shall be given by Telex, Telegraph or Facsimile, it shall be deemed to have been received on the next day following the transmission of such notice, and in the event that such notice shall be given by registered mail, it shall be deemed to have been received upon the Third (3rd) day next following the date of deposit of such notice in a government post office.
- (b) In the case of notice being given to the Lessor, such notice shall be sent to the following address:

The Corporation of the Town of Amherstburg
271 Sandwich St., South,
Amherstburg, Ontario N9V 2A5

- (c) In the case of notice being given to the Lessee, such notice shall be sent to the following address:

Amherstburg Community Services
179 Victoria St. S.,
Amherstburg, Ontario N9V 3N5

17.02 GENERAL PROVISIONS

- (a) Any waiver by the Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by the Lessor unless such waiver be in writing and signed by the Lessor.
- (b) No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly rent stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment of rent be deemed an accord and satisfaction, and the Lessor may accept such cheque or payments without prejudice to the Lessor's rights to recover the balance of such rent to pursue any other remedy in this Lessee provided.
- (c) In the event that either the Lessor or the Lessee are delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse the Lessee from prompt payment of rent,

additional charges or any other charges or payments required by the terms of this Lease.

- (d) The Lessee shall not register this Lease in this form but if the Lessee desires to register notice of this Lease, then the parties hereto shall contemporaneously with the execution hereof, execute a short form Notice of Lease solely for the purpose of registration.
- (e) If any term, covenant or condition 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 term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and unenforceable to the fullest extent permitted by law.
- (f) Save as aforesaid; this Lease shall be interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- (g) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (h) Unless the context otherwise requires, the word "Lessor" and the word "Lessee" wherever used herein shall be construed to include and shall mean the executors, administrators, heirs, permitted successors and/or assigns of the said Lessor and Lessee respectively.
- (i) The Parties hereto agree for themselves, and their executors, administrators, heirs, permitted successors and/or assigns, to execute any instrument which may be necessary or proper to carry out the purposes and intent of this Lease. For greater certainty, this Lease Agreement shall be binding upon the Parties as well as their executors, heirs, permitted successors and/or assigns.
- (j) The division of this Lease Agreement into sections, subsections, etc. and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation hereof.
- (k) Any schedules and other documents attached to this Lease are integral part of this Lease Agreement and are incorporated into this Lease by reference.
- (l) This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and shall be effective as of the date set out above.
- (m) This Lease Agreement constitutes the entire agreement among the Parties and except as herein state and in the instruments and documents referred or to be delivered pursuant hereto, contains all of the representations and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Lease Agreement may not be amended or modified in any respect except by written instrument signed by all Parties.

