

COMMITTEE OF ADJUSTMENT

DECISION OF COMMITTEE WITH REASONS
RE APPLICATION FOR MINOR VARIANCE

Planning Act, R.S.O. 1990, c. P.13, ss. 45(8)

APPROVAL AUTHORITY: THE CORPORATION OF THE TOWN OF ORANGEVILLE
RE AN APPLICATION BY: Chidon Corporation

LOCATION OF PROPERTY: 279 Broadway, Part Lots 1 & 2, Plan 212

PURPOSE OF APPLICATION: The applicant is seeking reduction of the required number of parking spaces from 14 to 10.

WE, the undersigned, in making the decision upon this application have considered whether or not the variance requested was minor and desirable for the appropriate development and use of the land and that the general intent and purpose of the zoning by-law and the official plan will be maintained, or in the case of a change in a use of property which is lawfully non-conforming under the by-law as to whether or not this application has met the requirements of section 45 (2) of the Planning Act,

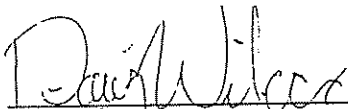
CONCUR in the following decisions and reasons for decisions made on the 16th day of February 1994

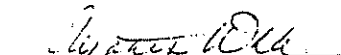
DECISION: GRANTED


CONDITIONS - This decision has been made subject to the following conditions:

NONE

REASONS FOR DECISION:
VARIANCE IS MINOR


Signature of Member


Signature of Member


Signature of Member


Signature of Member

Signature of Member

CERTIFICATION

Planning Act, 1990, R.S.O. c. P.13, ss. 45(10)

I, Patrick Lee, Secretary-Treasurer of the Committee of Adjustment certify that the above is a true copy of the decision of the committee with respect to the application recorded therein.

DATED THIS 21 day of February 1994.


Patrick Lee
Secretary-Treasurer

<p style="text-align: right; font-size: 1.2em;">214004</p> <p>Number CERTIFICATE OF REGISTRATION</p> <p style="text-align: center;">'94 SEP 22 P1:06</p> <p>DUFFERIN No. 7 ORANGEVILLE</p> <p style="text-align: center;"><i>Joan Crawford</i> Land Registrar</p> <p>FOR OFFICE USE ONLY</p> <p>New Property Identifiers</p> <p>Executions</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 8 pages	(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/>	
	(4) Nature of Document LEASE			
	(5) Consideration Dollars \$			
	(6) Description That Part of Centre Street adjacent to Lot 1, Plan 202, Town of Orangeville, County of Dufferin, shown as Part 1 on Reference Plan 7R-3996.			
	Additional: See Schedule <input type="checkbox"/>	(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>
	Additional: See Schedule <input type="checkbox"/>	(b) Schedule for:		Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

- see lease between The Corporation of The Town of Orangeville as Landlord and Chidon Corporation as Tenant attached.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
CORPORATION OF THE TOWN OF ORANGEVILLE		
by its Solicitors Wardlaw, Mullin, Carter & Thwaites	Per: <i>[Signature]</i> J. James Wardlaw	1994 09 21

(11) Address for Service: 87 Broadway, Orangeville, Ontario L9W 1K1

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
CHIDON CORPORATION		

(13) Address for Service: R.R. #1, Orangeville, Ontario L9W 2Y8

Municipal Address of Property NOT ASSIGNED	(15) Document Prepared by: WARDLAW, MULLIN, CARTER & THWAITES Barristers & Solicitors P.O. Box 67 Orangeville, Ontario L9W 2Z5	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
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THIS LEASE AGREEMENT is entered into as of the 1st day of September, A.D., 1993.

BETWEEN :

THE CORPORATION OF THE TOWN OF ORANGEVILLE
herein referred to as the Landlord

- and -

CHIDON CORPORATION
herein referred to as the Tenant

The Demised Premises

- 1.01 The property that is the subject matter of this lease is referred to herein as "the demised premises". Where in this lease the word "premises" is used, it means the demised premises.
- 1.02 The demised premises is composed of that part of Centre Street adjacent to Lot 1, Plan 202, Town of Orangeville, County of Dufferin, shown as Part 1 on Reference Plan 7R-3996.
- 1.03 The demised premises is subject to an easement transferred by the Landlord to The Consumer's Gas Company Ltd. which was registered on September 2, 1994 as Instrument Number 213735.
- 1.04 The Landlord reserves the right and easement for itself, and its successors and assigns, together with its and their servants, agents, workmen, and other employees and anyone that it or they may employ, together with its and their vehicles, supplies and equipment to go on to the demised premises at any time and from time to time to operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, and expand the municipal services now located on, over and under the surface of the demised premises.

Granting of Lease

- 2.01 The Landlord hereby demises and leases to the Tenant the demised premises pursuant to the provisions contained herein.
- 2.02 The Landlord also grants to the Tenant and the employees, servants, agents, workmen, customers and potential customers of the Tenant the right of free and unobstructed access to and from the demised premises at all times during the term of this lease. This right includes the right to take any equipment to and from the premises that may be required for any purpose.

Term

- 3.01 This lease shall run for a term of twenty years computed from the 1st day of September, 1993 and ending on the 31st day of August, 2013.
- 3.02 The Landlord agrees to renew the lease on August 31, 2013, on such terms as the Landlord and the Tenant, or the successors and assigns of the Tenant may agree upon at that time.

Rent

- 4.01 It is the intention of the parties that this lease is to be a care free net lease. Except as otherwise expressly provided, the Landlord is not responsible for the payment of any costs, charges, outlays or other expenses whatever arising from or relating to the premises, the use and occupancy of the premises, the contents of the premises, or the business carried on. Except as hereinafter expressly provided to the contrary the Tenant shall pay all charges, impositions, costs and expenses of every nature and kind relating to the premises. Any work done by the Landlord pursuant to paragraph 1.04 will be paid for by the Landlord.
- 4.02 The annual rent for the demised premises is \$10.00 payable on the first day of September in each year during the term of this lease.

Use of Demised Premises

- 5.01 The Tenant agrees not to use the premises for any purpose other than a parking lot.
- 5.02 The Tenant will not
- (a) cause or maintain any nuisance on the demised premises;
 - (b) allow any waste or damage, disfiguration or injury to the demised premises or the fixtures and equipment thereon;
 - (c) allow paper, ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the demised premises and to keep the demised premises tidy and in a clean and wholesome condition at all times;
 - (d) violate any law or ordinance or any order, rule, regulation or requirement of any federal, provincial or municipal government or any appropriate department, commission, board or officer of any of them in the use and occupation of the demised premises, it being understood that such violation will give to the Landlord, the right to immediately terminate this lease;
 - (e) assign, sublet or part with possession of any part of the premises without the consent of the Landlord, which consent may not be arbitrarily refused.
- 5.03 The Tenant will
- (a) keep the sidewalks, abutting the demised premises and the sidewalks, roads and parking areas on the demised premises, as clear of ice and snow as conditions permit, and sanded and salted as necessary for the protection of people and vehicles using them;
 - (b) maintain the grounds around the parking area on the demised premises including where there are lawns, the seeding, watering, fertilizing of such lawns, cutting grass when necessary or desirable, and where there are gardens, the digging, planting and proper care of such gardens; and
 - (c) erect such signs with respect to parking in the demised premises as the Tenant deems advisable and maintain and repair such signs.



Alterations to Demised Premises

- 6.01 The Tenant may make alterations to the demised premises on the following terms:
- (a) The alterations are to be done at the expense of the Tenant.
 - (b) The alterations may not be done until such time as a plan of such alterations has been submitted to the Landlord and the Landlord has approved them.
 - (c) The alterations conform to all municipal and other by-laws and regulations that may be in force from time to time.
- 6.02 If the Landlord wishes to do the alterations, the Landlord may do them at the expense of the Tenant.
- 6.03 At the termination of this lease, the demised premises is to be restored to the same condition it was in at the commencement of this lease. If the Landlord wishes, and so notifies the Tenant, the alterations will be left in place and become the property of the Landlord.

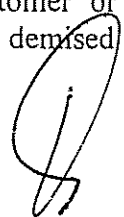
Landlord's Covenants

- 7.01 The Landlord covenants with the Tenant:
- (a) Quiet enjoyment - for quiet enjoyment;

Maintenance and Repair

- 8.01 The Tenant will keep the demised premises in repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
- 8.02 The Tenant will keep any signs he places on the property in good repair.
- 8.03 The Tenant will repair the demised premises in accordance with any notice in writing given to the Tenant by the Landlord requiring such repair. Notwithstanding anything that might be contained in the notice, the Tenant shall not be required to repair or put into repair those items for which the Tenant is not responsible.
- 8.04 The Tenant will leave the demised premises in good repair at the termination of this lease. The Tenant is not required to put the demised premises in a better state of repair than it was in at the beginning of the term, and is not required to put into repair anything that may have been damaged by any of those things for which the Tenant is not responsible.

Liability

- 9.01 The Landlord shall not be liable or responsible for the death of or injury to the Tenant or the death of or injury to any employee, servant, agent, customer or potential customer of the Tenant, or any other person in, on, or around the demised premises.
- 9.02 The Landlord shall not be liable or responsible for any loss of or damage to any property belonging to the Tenant, or to any employee, servant, agent, customer or potential customer of the Tenant, or to any other person in, on, or around the demised premises.
- 

- 9.03 The Landlords freedom from liability and responsibility for death, injury, loss or damage arising out of the two preceding paragraphs of this lease is absolute and applies regardless of the cause of any such injury or damage whether such death, injury or loss or damage results from the negligence of the Landlord or by any person for whom the Landlord is in law responsible.
- 9.04 The Tenant agrees to indemnify and save harmless the Landlord from any and all loss sustained by the Landlord arising out of any claim or claims made against the Landlord for any death or injury to any person or persons while in, on, or about the demised premises, or arising out of any loss or damage to any property that is in, on, or about the demised premises. This indemnification includes all amounts which the landlord is required to pay to defend the Landlord against any such claim or claims or which the Landlord believes is necessary or desirable to pay for a proper defence against any action or threatened action against the Landlord for any such death, injury loss or damage. It also includes the amount of any settlement which the Landlord pays to settle any such claim or claims as well as any judgment, interest and costs which the Landlord is required to pay. The Landlord will give notice to the Tenant of any proposed settlement and give to the Tenant an opportunity to comment on such settlement. If the Tenant objects to any proposed settlement and the Tenant's insurers are willing to continue the defence of any claim at the expense of such insurers, the Town agrees that it will not enter into the proposed settlement.

Insurance

Liability

- 10.01 The Tenant will maintain at his expense public liability and property damage insurance protecting and indemnifying the Landlord and the Tenant against any claims for damage or injury to person or property or for the loss of life occurring upon the lands, the building or the area adjacent thereto, the limit of such insurance initially to be not less than \$2,000,000.00 in respect of bodily injury or death of any one person, not less than \$2,000,000.00 in respect of any one event and not less than \$500,000.00 for property damage.

Landlord's Rights of Re-Entry and Termination

- 11.01 The Landlord may re-enter the demised premises and take possession of it, [or any part of it in the name of the whole, as though the Tenant or other occupant was holding over after the expiration of the term, without any rights whatever], if any one or more of the events hereinafter specified occurs, namely:
- (a) if the Tenant fails to pay the rent, or any part of it, on the date appointed for payment, whether it has been demanded or not;
 - (b) if the Tenant fails to observe or perform any of the covenants or agreements which the Tenant has agreed to observe or perform;
 - (c) if the Tenant abandons or attempts to abandon the demised premises;
 - (d) if the demised premises is used by any person other than the Tenant contrary to the provisions of this lease or contrary to the approval of the Landlord if this lease requires such approval;
 - (e) if the demised premises is used for some purpose other than that for which it was let;
 - (f) if the Tenant makes any assignment for the benefit of creditors, or become



- (g) if an order is made for the winding up of the Tenant.

The Landlord, before exercising its right of re-entry will give to the Tenant a reasonable time to rectify any of these breaches of covenant. If the breach occurs between April and November in any year, the Tenant will have one month to rectify the breach after receiving written notice of the same. If the breach occurs between December and the following March, the Tenant will have two months to rectify the breach after such notice.

11.02 If the Landlord becomes entitled to re-enter the demised premises and take possession of it, the Landlord shall also have the right to terminate this lease. The re-entry of the Landlord onto the demised premises and the taking of possession of it does not, by itself, terminate it. The Landlord may terminate this lease by any of the methods outlined below.

- (a) The Landlord may serve a written notice of termination on the Tenant personally or upon any of the employees of the Tenant on the demised premises.
- (b) The Landlord may mail a notice of termination to the Tenant by prepaid regular mail at the Tenant's last known address. The termination is effective from the moment of delivery, posting up or mailing even though it may not come to the attention of the Tenant until later.

Non Waiver

12.01 Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent default or breach.

Release

13.01 The Tenant agrees that this Lease is accepted by it in full satisfaction of the obligations of the Town to convey the demised premises to it as provided in the site plan agreement registered as Instrument Number 179751 and hereby release the Town from that requirement in the site plan agreement.

General

14.01 Notice. Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if made in writing and enclosed in a sealed envelope and either given by one party or his solicitor or agent directly to the other or

- (a) In the case of notice to the Tenant,
addressed to:

R.R. #1
Orangeville, Ontario
L9W 2Y8

- (b) In the case of notice to the Landlord,
addressed to:

87 Broadway
Orangeville, Ontario
L9W 1K1



and mailed by prepaid mail in one of her Majesties post offices in Ontario. If it is mailed it is deemed to be receive forty-eight (48) hours after it is mailed unless the forty-eight (48) hours ends on a Saturday, Sunday or legal holiday, in which case those days are not included in computing the forty-eight (48) hour period. Either party may, be notice to the other, designate another address in Canada to which notices mailed or delivered more than ten (10) days thereafter shall be addressed.

14.02 Headings. The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.

14.03 Partial Invalidity. If for any reason whatsoever any provision, terminology, covenant or condition of this lease, or the application thereof to any person or circumstances, is to an extent held or rendered invalid, unenforceable or illegal, than such terms, covenant or condition

(a) is deemed to be independent of the remainder of the lease and to be severable and divisible therefrom, and its invalidity, unenforcability does not affect, impair or invalidate the remainder of the lease or any part thereof;

(b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person in circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

14.04 This lease is binding upon the Landlord and the Tenant and their respective successors and assigns.

IN WITNESS WHEREOF the Landlord and the Tenant have hereunto set their hands and seals.

THE CORPORATION OF THE TOWN OF ORANGEVILLE

Per: Mary T. Rose
Mayor - Mary Rose

Per: Ann K. Armstrong
Clerk - Ann Armstrong

CHIDON CORPORATION

Per: Jeffrey Child
President - Jeffrey Child

I have authority to bind the corporation

Refer to all instructions on reverse side. IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) That Part of Centre Street adjacent to Lot 1, Plan 202, Town of Orangeville, County of Dufferin

BY (print names of all transferors in full) THE CORPORATION OF THE TOWN OF ORANGEVILLE - LANDLORD

TO (see instruction 1 and print names of all transferees in full) CHIDON CORPORATION - TENANT

I, (see instruction 2 and print name(s) in full) J. JAMES WARDLAW

MAKÉ OATH AND SAY THAT:

- 1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
(a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(X) (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) CHIDON CORPORATION

(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))

(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

- 2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000). I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance
contains at least one and not more than two single family residences.
does not contain a single family residence.
contains more than two single family residences. (see instruction 3)
Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act. Each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4 THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Monies paid or to be paid in cash \$ nil
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) \$ nil
(ii) Given back to vendor \$ nil
(c) Property transferred in exchange (detail below) \$ nil
(d) Securities transferred to the value of (detail below) \$ nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil
(f) Other valuable consideration subject to land transfer tax (detail below) \$ nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ nil \$ nil
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) \$ nil
(i) Other consideration for transaction not included in (g) or (h) above \$ nil
(j) TOTAL CONSIDERATION \$ nil

All Blanks Must Be Filled In. Insert "Nil" Where Applicable.

- 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) Strangers.
6. If the consideration is nominal, is the land subject to any encumbrance?
7. Other remarks and explanations, if necessary. Lease is for a period of 20 years. There are no options or other considerations that would increase the term to a period exceeding 50 years.

Sworn before me at the Town of Orangeville, in the County of Dufferin this 22nd day of September 19 94

Signature of Ruby Mary Scott, Commissioner for taking Affidavits, Dufferin County, for Wardlaw, Mullin, Carter & Thwaites.

RUBY MARY SCOTT, Commissioner for taking Affidavits, Dufferin County, for Wardlaw, Mullin, Carter & Thwaites. Expires May 22, 1995.

Signature of J. James Wardlaw.

- Property Information Record
A. Describe nature of instrument: Lease
B. (i) Address of property being conveyed (if available)
(ii) Assessment Roll No. (if available) Not Assigned
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7)
D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor
WARDLAW, MULLIN, CARTER & THWAITES
P.O. Box 67, Orangeville, Ontario L9W 2Z5

For Land Registry Office Use Only
Registration No.
Registration Date
Land Registry Office No.

<p style="text-align: right; font-size: 24px; margin: 0;">214004</p> <p>Number CERTIFICATE OF REGISTRATION</p> <p style="text-align: center; font-size: 18px; margin: 10px 0;">'94 SEP 22 P1:06</p> <p>DUFFERIN No. 7 ORANGEVILLE <i>Joan Crauford</i> Land Registrar</p> <p>NEW PROPERTY IDENTIFIERS</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 8 pages</p>
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(11) Address for Service: 87 Broadway, Orangeville, Ontario L9W 1K1

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Name(s) CHIDON CORPORATION		Y M D

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 - (b) allow any waste or damage, disfiguration or injury to the demised premises or the fixtures and equipment thereon;
 - (c) allow paper, ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the demised premises and to keep the demised premises tidy and in a clean and wholesome condition at all times;
 - (d) violate any law or ordinance or any order, rule, regulation or requirement of any federal, provincial or municipal government or any appropriate department, commission, board or officer of any of them in the use and occupation of the demised premises, it being understood that such violation will give to the Landlord, the right to immediately terminate this lease;
 - (e) assign, sublet or part with possession of any part of the premises without the consent of the Landlord, which consent may not be arbitrarily refused.
- 5.03 The Tenant will
- (a) keep the sidewalks, abutting the demised premises and the sidewalks, roads and parking areas on the demised premises, as clear of ice and snow as conditions permit, and sanded and salted as necessary for the protection of people and vehicles using them;
 - (b) maintain the grounds around the parking area on the demised premises including where there are lawns, the seeding, watering, fertilizing of such lawns, cutting grass when necessary or desirable, and where there are gardens, the digging, planting and proper care of such gardens; and
 - (c) erect such signs with respect to parking in the demised premises as the Tenant deems advisable and maintain and repair such signs.



Alterations to Demised Premises

- 6.01 The Tenant may make alterations to the demised premises on the following terms:
- (a) The alterations are to be done at the expense of the Tenant.
 - (b) The alterations may not be done until such time as a plan of such alterations has been submitted to the Landlord and the Landlord has approved them.
 - (c) The alterations conform to all municipal and other by-laws and regulations that may be in force from time to time.
- 6.02 If the Landlord wishes to do the alterations, the Landlord may do them at the expense of the Tenant.
- 6.03 At the termination of this lease, the demised premises is to be restored to the same condition it was in at the commencement of this lease. If the Landlord wishes, and so notifies the Tenant, the alterations will be left in place and become the property of the Landlord.


Landlord's Covenants

- 7.01 The Landlord covenants with the Tenant:
- (a) Quiet enjoyment - for quiet enjoyment;

Maintenance and Repair

- 8.01 The Tenant will keep the demised premises in repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
- 8.02 The Tenant will keep any signs he places on the property in good repair.
- 8.03 The Tenant will repair the demised premises in accordance with any notice in writing given to the Tenant by the Landlord requiring such repair. Notwithstanding anything that might be contained in the notice, the Tenant shall not be required to repair or put into repair those items for which the Tenant is not responsible.
- 8.04 The Tenant will leave the demised premises in good repair at the termination of this lease. The Tenant is not required to put the demised premises in a better state of repair than it was in at the beginning of the term, and is not required to put into repair anything that may have been damaged by any of those things for which the Tenant is not responsible.

Liability

- 9.01 The Landlord shall not be liable or responsible for the death of or injury to the Tenant or the death of or injury to any employee, servant, agent, customer or potential customer of the Tenant, or any other person in, on, or around the demised premises.
- 9.02 The Landlord shall not be liable or responsible for any loss of or damage to any property belonging to the Tenant, or to any employee, servant, agent, customer or potential customer of the Tenant, or to any other person in, on, or around the demised premises.
- 

- 9.03 The Landlords freedom from liability and responsibility for death, injury, loss or damage arising out of the two preceding paragraphs of this lease is absolute and applies regardless of the cause of any such injury or damage whether such death, injury or loss or damage results from the negligence of the Landlord or by any person for whom the Landlord is in law responsible.
- 9.04 The Tenant agrees to indemnify and save harmless the Landlord from any and all loss sustained by the Landlord arising out of any claim or claims made against the Landlord for any death or injury to any person or persons while in, on, or about the demised premises, or arising out of any loss or damage to any property that is in, on, or about the demised premises. This indemnification includes all amounts which the landlord is required to pay to defend the Landlord against any such claim or claims or which the Landlord believes is necessary or desirable to pay for a proper defence against any action or threatened action against the Landlord for any such death, injury loss or damage. It also includes the amount of any settlement which the Landlord pays to settle any such claim or claims as well as any judgment, interest and costs which the Landlord is required to pay. The Landlord will give notice to the Tenant of any proposed settlement and give to the Tenant an opportunity to comment on such settlement. If the Tenant objects to any proposed settlement and the Tenant's insurers are willing to continue the defence of any claim at the expense of such insurers, the Town agrees that it will not enter into the proposed settlement.

Insurance

Liability

- 10.01 The Tenant will maintain at his expense public liability and property damage insurance protecting and indemnifying the Landlord and the Tenant against any claims for damage or injury to person or property or for the loss of life occurring upon the lands, the building or the area adjacent thereto, the limit of such insurance initially to be not less than \$2,000,000.00 in respect of bodily injury or death of any one person, not less than \$2,000,000.00 in respect of any one event and not less than \$500,000.00 for property damage.

Landlord's Rights of Re-Entry and Termination

- 11.01 The Landlord may re-enter the demised premises and take possession of it, [or any part of it in the name of the whole, as though the Tenant or other occupant was holding over after the expiration of the term, without any rights whatever], if any one or more of the events hereinafter specified occurs, namely:
- (a) if the Tenant fails to pay the rent, or any part of it, on the date appointed for payment, whether it has been demanded or not;
 - (b) if the Tenant fails to observe or perform any of the covenants or agreements which the Tenant has agreed to observe or perform;
 - (c) if the Tenant abandons or attempts to abandon the demised premises;
 - (d) if the demised premises is used by any person other than the Tenant contrary to the provisions of this lease or contrary to the approval of the Landlord if this lease requires such approval;
 - (e) if the demised premises is used for some purpose other than that for which it was let;
 - (f) if the Tenant makes any assignment for the benefit of creditors, or become



- (g) if an order is made for the winding up of the Tenant.

The Landlord, before exercising its right of re-entry will give to the Tenant a reasonable time to rectify any of these breaches of covenant. If the breach occurs between April and November in any year, the Tenant will have one month to rectify the breach after receiving written notice of the same. If the breach occurs between December and the following March, the Tenant will have two months to rectify the breach after such notice.

11.02 If the Landlord becomes entitled to re-enter the demised premises and take possession of it, the Landlord shall also have the right to terminate this lease. The re-entry of the Landlord onto the demised premises and the taking of possession of it does not, by itself, terminate it. The Landlord may terminate this lease by any of the methods outlined below.

- (a) The Landlord may serve a written notice of termination on the Tenant personally or upon any of the employees of the Tenant on the demised premises.
- (b) The Landlord may mail a notice of termination to the Tenant by prepaid regular mail at the Tenant's last known address. The termination is effective from the moment of delivery, posting up or mailing even though it may not come to the attention of the Tenant until later.

Non Waiver

12.01 Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent default or breach.

Release

13.01 The Tenant agrees that this Lease is accepted by it in full satisfaction of the obligations of the Town to convey the demised premises to it as provided in the site plan agreement registered as Instrument Number 179751 and hereby release the Town from that requirement in the site plan agreement.

General

14.01 Notice. Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if made in writing and enclosed in a sealed envelope and either given by one party or his solicitor or agent directly to the other or

- (a) In the case of notice to the Tenant,
addressed to:

R.R. #1
Orangeville, Ontario
L9W 2Y8

- (b) In the case of notice to the Landlord,
addressed to:

87 Broadway
Orangeville, Ontario
L9W 1K1



and mailed by prepaid mail in one of her Majesties post offices in Ontario. If it is mailed it is deemed to be received forty-eight (48) hours after it is mailed unless the forty-eight (48) hours ends on a Saturday, Sunday or legal holiday, in which case those days are not included in computing the forty-eight (48) hour period. Either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten (10) days thereafter shall be addressed.

- 14.02 Headings. The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
- 14.03 Partial Invalidity. If for any reason whatsoever any provision, terminology, covenant or condition of this lease, or the application thereof to any person or circumstances, is to an extent held or rendered invalid, unenforceable or illegal, then such terms, covenant or condition
- (a) is deemed to be independent of the remainder of the lease and to be severable and divisible therefrom, and its invalidity, unenforceability does not affect, impair or invalidate the remainder of the lease or any part thereof;
 - (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any person in circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.
- 14.04 This lease is binding upon the Landlord and the Tenant and their respective successors and assigns.

IN WITNESS WHEREOF the Landlord and the Tenant have hereunto set their hands and seals.

**THE CORPORATION OF THE TOWN
OF ORANGEVILLE**

Per: Mary T. Rose
Mayor - Mary Rose

Per: Ann K. Armstrong
Clerk - Ann Armstrong

CHIDON CORPORATION

Per: Jeffrey Child
President - Jeffrey Child

I have authority to bind the corporation

BY (print names of all transferors in full) THE CORPORATION OF THE TOWN OF ORANGEVILLE - LANDLORD
 TO (see instruction 1 and print names of all transferees in full) CHIDON CORPORATION - TENANT
 I, (see instruction 2 and print name(s) in full) J. JAMES WARDLAW

M. OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) CHIDON CORPORATION

(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____
 _____ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).
 I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance
- contains at least one and not more than two single family residences.
 - does not contain a single family residence.
 - contains more than two single family residences. (see instruction 3)
- Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.**

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 6) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>nil</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$	<u>nil</u>	
(ii) Given back to vendor	\$	<u>nil</u>	
(c) Property transferred in exchange (detail below)	\$	<u>nil</u>	
(d) Securities transferred to the value of (detail below)	\$	<u>nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	<u>nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$	<u>nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$	<u>nil</u>	\$ <u>nil</u>
(h) VALUE OF ALL CHATTELS Items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$	<u>nil</u>	\$ <u>nil</u>
(i) Other consideration for transaction not included in (g) or (h) above	\$	<u>nil</u>	\$ <u>nil</u>
(j) TOTAL CONSIDERATION	\$	<u>nil</u>	\$ <u>nil</u>


All Blanks
Must Be
Filled In.
Insert "NIL"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) Strangers.


6. If the consideration is nominal, is the land subject to any encumbrance? _____

7. Other remarks and explanations, if necessary. Lease is for a period of 20 years. There are no options or other considerations that would increase the term to a period exceeding 50 years.

Sworn before me at the Town of Orangeville,
 in the County of Dufferin
 this 22nd day of September 19 94


 A Commissioner for taking Affidavits, etc.

RUBY MARY SCREE, Commissioner for taking Affidavits, Dufferin County, for Wardlaw, Mullin, Carter & Thwaites.
 Expires May 22, 1995.


 signature(s)

Property Information Record

A. Describe nature of instrument: Lease

B. (i) Address of property being conveyed (if available) _____
 (ii) Assessment Roll No. (if available) Not Assigned

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) _____

D. (i) Registration number for last conveyance of property being conveyed (if available) _____
 (ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known

E. Name(s) and address(es) of each transferee's solicitor
WARDLAW, MULLIN, CARTER & THWAITES
P.O. Box 67, Orangeville, Ontario L9W 2Z5

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes No
 - (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
 - (c) Do all individual transferees have French Language Education Rights? Yes No
 - (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No
- NOTE: As in (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).