

**COMMERCIAL LEASE AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS IS A COMMERCIAL LEASE (the “Lease”) dated this \_\_\_\_\_ day of \_\_\_\_\_\_ -, 2020

BETWEEN:**

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| --- |
| **Shared Work Space Inc. of 102-115 Matheson Blvd. West Mississauga, Ontario L5R3L1****Telephone: (416) 639-1543**(the “**Landlord**”)  |
| OF THE FIRST PART  |
| **- AND –** |
| **---------------------------------------------------------------------------------------------------Telephone: ------------------------** (the “**Tenant**”) |
| OF THE SECOND PART  |

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Landlord and the Tenant (the “**Parties**”) of this Lease agree as follows:

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

a.  Landlord: Shared Work Space Inc.

b.  Address of Shared Work Space Inc.:102-115 Matheson Blvd. West Mississauga L5R3L1

c.  Tenant: --------------------------------

d.  Address of: --------------------------

e.  Business Name of: --------------------------

f.   Leasable Area of Premises: -----------------------

g.  Commencement Date of Lease: ---------------------

h.  Base Rent: ------------------------------------------------plus HST

i.   Additional Rent:  plus HST being all amounts set out in Section 20.

j. Permitted Use of Premises: -------------------------------

k. Advance Rent: First Month’s Rent

l.   Security/ Damage Deposit: $ ----------

**Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
2. “**Additional Rent**” means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
3. ‘**'Building**” means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
4. “**Common Areas and Facilities**” means:
5. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and areas, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
6. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord in its sole discretion as part of the Common Areas and Facilities;
7. “**Environmental Authority**” means any local, municipal, provincial or federal government, or any department, agency, board or office thereof, or any board of fire insurance underwriters or any other agency or source whatsoever regulating, relating to or imposing liability or standards of conduct concerning the natural or human environment (including air, land, surface water, groundwater and real and personal, moveable and immoveable property), public or occupational health and safety and the manufacture, importation, handling, use, reuse, recycling, transportation, storage, disposal, elimination and treatment of a substance, hazardous or otherwise.
8. “**Environmental Laws**” means all Laws, orders, notices, guidelines, guidance notes, policies and directives, now or at any time hereafter in effect, made or issued by any Environmental Authority.
9. “**Hazardous Substance**” means any solid, liquid, gas, sound, vibration, ray, heat, radiation, odour, or any other substance or thing or mixture of them which alone, or in combination, or in certain concentrations, is or are flammable, corrosive, reactive or toxic or which might degrade or alter (or form part of the process thereof) the quality of the environment or cause adverse effects or be deemed detrimental to living things or to the environment or which is or are likely to affect the life, health, safety, welfare or comfort of human beings or animals or cause damage to or otherwise impair the quality of soil, vegetation, wildlife or property, including, but not limited to: any radioactive materials; explosives; mold, mildew, mycotoxins or microbial growths; urea formaldehyde; asbestos; polychlorinated biphenyl; pesticides or any other substances declared to be hazardous or toxic under any Environmental Laws or any other substance the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership of which is subject to Environmental Laws.
10. “**Lands**” means the land legally described as:

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1. “**Laws**” means all statutes, regulations, by laws, zoning, orders, rules, requirements and directions of all federal, provincial, municipal and other governmental authorities and other public authorities having jurisdiction, and includes Environmental Laws.
2. “**Leasable Area**” means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises.  There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements
3. “**Premises**” means the industrial space at the Building and comprises a Leasable Area of approximately---------sq. ft. (square feet).
4. “**Rent**” means the total of Base Rent and Additional Rent.

**Intent of Lease**

1. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a net rent basis meaning the Tenant will pay the Base Rent and Additional Rent, and the Tenant will be responsible for all other service charges related to the Premises and its proportionate share of all other costs relating to the operation of the Building, save as specifically provided in this Lease to the contrary.

**Leased Premises**

1. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the “**Permitted Use**”) of:

 ----------------------------------------- Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

1. No pets or other animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice (or shorter in the event of emergency, as determined by the Landlord in its sole discretion), the Landlord may revoke any consent previously given under this clause.
2. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time.  In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained. In no event shall the foregoing entitle the Tenant to an abatement in Rent (in whole or in part), damages or the right to early termination of the Lease.
3. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant’s possession under this Lease. In no event shall the foregoing entitle the Tenant to an abatement in Rent (in whole or in part, damages or the right to early termination of the Lease
4. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in Rent (in whole or in part), damages or the right to early termination of the Lease, because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible.
5. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord.  The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord.  The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.
6. The Tenant may request to rent additional space from the Landlord, and the Landlord may grant or deny such a request at its sole and absolute discretion.
7. Such additional space shall amend the Leasable Area.
8. Rent for such additional space shall be payable by the day, in addition to the Base Rent and Additional Rent otherwise payable under this Lease.
9. Notwithstanding Section 13, a Tenant may terminate the use of such additional space with \_\_\_\_ days notice provided to the Landlord, only by submitting notices through the [www.swsp.ca](http://www.swsp.ca) internet portal.
10. Other than the terms expressed in Section 10 concerning additional space, the balance of this Lease shall apply to additional space.

**Term**

1. The term of the Lease (the “**Term**”) commences at 12:00 P.M. on -------- 2020 (the “**Commencement Date**”) and ends at 12:00 P.M. on --------2020 (the “**Termination Date**”).
2. Notwithstanding the Commencement Date, the Tenant is entitled to possession of the Premises at 12:00 noon on ----------- 2020.  However, all obligations of the Tenant under this Lease shall apply as of -------------2020.

1. In the event that the Tenant wishes to terminate the Lease at the end of the Term, the Tenant shall provide notice of such intention at least 60 days [save that if the Term is less than 90 days, the notice shall be given at least 30 days] prior to the end of the Term, failing which another identical Term shall commence on the day after the last day of the current Term.  Termination notices can only be submitted through the [www.swsp.ca](http://www.swsp.ca/) internet portal.  Any other form of notice served on the Landlord in any other way, including but not limited to email, written notices which are mailed or delivered, and verbal notices, shall not constitute notice of termination for the purposes of this Section 13.  In the event that the Landlord does not reply to any such other form of notice or service, such non-response shall not be interpreted as acquiescence or any implied waiver of the Tenant’s obligations contained within this Section 13.
2. The Landlord may increase the Base Rent and Additional Rent by providing notice at least 90 days [save that if the Term is less than 90 days, the notice shall be given at lest 60 days] prior to the Termination Date of a lease Term.  Such increase shall then apply as of the Commencement Date of the subsequent Term, if the Tenant has not terminated the Lease in accordance with Section 13.

1. Notwithstanding any abandonment of the Premises by the Tenant or unilateral expression of an intent to terminate the Lease, Rent is payable by the Tenant until the end of the Term, unless the Lease is terminated with the written consent of both the Landlord and the Tenant.

**Base Rent**

1. Subject to the provisions of this Lease, the Tenant will pay a base rent of $----------, payable per month, for the Premises (the “**Base Rent**”).  Rent shall be collected on the 20th day of each month, representing the month subsequent to that day.  In addition to the Base Rent, the Tenant will pay the following taxes to the Landlord:  Harmonized Sales Tax (“**HST**”).
2. The Tenant shall participate in the Landlord’s pre-authorized debit (“**PAD**”) system for the payment of Base Rent.  The Tenant acknowledges that the Base Rent shall be debited from the designated account therein on the 20th day of each month or the first available banking day thereafter, representing the month subsequent to that day.  The Tenant acknowledges that occasional delays could occur due to technical problems within the PAD system.  The Tenant shall compensate the Landlord for all bank charges which may occur due to stopped payments or non-sufficient funds in the Tenant’s PAD account, and the Tenant shall do so within 48 hours of the occurrence of any such bank charges.
3. The Tenant will be charged an additional amount of $100.00 per day plus HST for any Rent that is received after the due date.
4. In the event that this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent or Base Rent would otherwise be payable or other than at the commencement or end of a calendar month, such amounts payable by the Tenant will be apportioned and adjusted *pro rata* on the basis of a thirty (30) day month in order to calculate the amount payable for such irregular period.

 **Additional Rent**

1. The Tenant shall be invoiced for the following, which is owed in addition to Base Rent (hereinafter collectively referred to as “**Additional Rent**”):
2. An amount which the Landlord believes is an accurate reflection of the Tenant’s energy consumption, which shall include heat and electricity for the upcoming month of bulk-metered utilities supplied by the Landlord, based primarily on factors such as the square footage of the Tenant’s Premises, the nature of the Tenant’s ordinary business activity, and the frequency of said activity The Tenant shall pay the Additional Rent at the same time and in the same manner as its payment of Base Rent. The Tenant’s failure to pay such amounts invoiced shall constitute a failure to pay Additional Rent and, accordingly, shall constitute a Default of this Lease within the meaning of Section 31.  The Landlord shall have the right to apply any or all monies on deposit from the Tenant to such unpaid invoices. The Landlord shall supply heat, water and electricity at the Tenant’s expense.  The Tenant shall be responsible for acquiring telephone, fax, and internet services. Notwithstanding this provision, the Landlord shall have the right to install dedicated, individual utility meters reflecting actual consumption within the Tenant’s Premises, after which time the Tenant shall be charged as part of its Additional Rent in accordance with such dedicated meters.
3. A proportionate share of all costs and expenses of whatsoever nature, including, by way of example only and without limitation, those relating to maintenance, management, insurance, repairs, replacements, upgrades, capital expenditures, and improvements to the Common Areas and Facilities, Leasable Area, Premises, and Building, as these terms are defined in this Lease, as well as all real property taxes, school taxes, business taxes, capital taxes or any other taxes relating to or in respect of the Building and its value, or any new or replacement taxes in respect thereof.  The said items shall all form a part of Additional Rent. For the purposes of this Lease, “**proportionate**” shall mean a fraction multiplied by the total cost of said repair or upgrade, whereby that fraction is equal to the Leasable Area divided by the total area of the Building.
4. All legal fees and disbursements incurred by the Landlord reflecting any consultation or dispute resolution in connection with a Tenant’s question or disagreement with any aspect of this Lease.  This provision shall include all written legal opinions, all correspondence between the Tenant and any lawyer acting on behalf of the Landlord, transportation, photocopies, and other reasonable disbursements in connection with such legal work.
5. The Landlord shall have the right, at any time and from time to time throughout the Term:
6. to readjust the amount to be paid by the Tenant by the Tenant pursuant to this Section 20; and
7. to bill the Tenant the full amount of any of such component of Additional Rent , in which case the monthly payments of Additional Rent shall be adjusted accordingly by the Landlord.

**Use and Occupation**

1. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever.  The Tenant will carry on business under the name of ------------------------ and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
2. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with:
3. all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority; and
4. all policies of insurance maintained by the Tenant and the Landlord;

and will not do anything on or in the Premises in contravention of any of them.

1. At no time shall the Tenant use or permit the Premises to be used for a residential purpose.  The Tenant acknowledges that this Lease does not fall within the scope of the Residential Tenancies Act, 2006 or any similar succeeding legislation.
2. The Tenant shall be fully liable for the acts and omissions of all unauthorized third parties within the Premises.

**Advance Rent and Security Deposit**

1. On execution of this Lease, the Tenant will pay the Landlord advance rent (the “**Advance Rent**”) to be held by the Landlord without interest and to be applied on account of the first installment of Base Rent as it falls due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.

1. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of $---------- (the “**Security Deposit**”) to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear.
2. The Tenant may not use the Security Deposit as payment for the Rent. The Landlord may make deductions from the Security Deposit which reflect:
3. the Landlord’s costs in repairing damage to the Tenant’s rental unit, common areas, or any other part of the Landlord’s property; and
4. any outstanding invoices owing by the Tenant.
5. Within 120 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: --------------------------------------, or at such other place as the Tenant may advise.
6. Notwithstanding anything contained in this Lease, In the event of bankruptcy or insolvency of the Tenant, the parties hereto confirm that the Advance Rent and the Security Deposit shall be deemed to have been paid by the Tenant as an advance payment of Rent, belonging to the Landlord and forming part of its patrimony as and from the date they were received by the Landlord.

**Quiet Enjoyment**

1. The Landlord covenants that on paying the Base Rent and Additional Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed Term, the whole as per the terms and conditions of this Lease.

**Default**

1. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 5 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 5 days notice and the Term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately re-enter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state, anything contained in this Lease or in any statute or law to the contrary notwithstanding.
2. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 5 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 5 days to rectify, unless the Tenant will commence rectification within the said 5 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 5 days notice and the Term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately re-enter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state, anything contained in this Lease or in any statute or law to the contrary notwithstanding.
3. If and whenever:
4. The Tenant’s leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
5. the Tenant fails to commence, diligently pursue and complete the Tenant’s work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately re-enter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding. If the Landlord exercises its rights under Sections 31, 32 or 37, the Landlord shall have the right to move the Tenant’s property to a reasonable location and shall provide the Tenant with an opportunity to obtain such property within 72 hours of such seizure. The Tenant shall in such instance be liable for the Landlord’s moving and storage expenses.  If the Tenant does not make any reasonable effort to obtain its property within this 72-hour period, then the Landlord shall have the right to dispose of such property.  In such instance, the Tenant shall be liable for disposal fees. The moving and storage of property pursuant to Sections 31, 32 or 37 shall not be distress of chattels. If the Landlord does elect to exercise the remedy of distress under these circumstances, then the Landlord shall provide notice of same to the Tenant, in the manner specified in this Lease.

1. In the event that the Tenant intends to enter into any of the states described in Section 33a), including but limited to, within the meaning of the *Bankruptcy and Insolvency Act* (Canada), an assignment, bankruptcy, or a consumer proposal, then the Tenant shall provide immediate notice of such intent to the Landlord.  Such notice shall be grounds for termination of this Lease, which termination shall be deemed to have occurred prior to any insolvency or bankruptcy of the Tenant and shall trigger all rights and remedies herein described which are triggered by termination.
2. In the event of default by the Tenant or lawful termination of this Lease by the Landlord, the Tenant shall be liable for the Landlord’s legal fees and disbursements in connection with same, on a full indemnity basis.  This provision shall function as consent on the part of the Tenant to pay all such costs in the event that submissions relating to costs are submitted to a court, whether via oral submissions while a court is in session, written submissions made to a judge, or via a motion brought for an order awarding costs.
3. In the event that the Landlord has terminated the Lease pursuant to provisions hereof, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant’s liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.
4. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 5 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, the Landlord has the right under s. 5(3) of the *Personal Information Protection and Electronic Documents Act*, to report the Tenant to the Credit Bureau for the purpose of collecting unpaid Rent, and any monies owed for the remainder of the full Term of the Lease.

**Distress**

1. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant’s goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord’s right of distress.

**Overholding**

1. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as Rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will, and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this Section 39 will preclude the Landlord from taking action for recovery of possession of the Premises.
2. If any of the obligations of Tenant pursuant to this Lease have not been completed by the expiry or earlier termination of this Lease (“**End of Term**”), such obligations shall survive such End of Term and Tenant shall continue to be responsible for the same. Notwithstanding the foregoing, Landlord, at its option, may perform any such obligations which have not been completed on or before the End of Term (other than the payment of Rent), the cost of which, plus fifteen percent (15%) of such cost, shall be paid by Tenant to Landlord forthwith upon request. During any period following the End of Term in which such obligations are being performed either by Tenant or by Landlord on Tenant’s behalf, Tenant shall pay all Rent, including Base Rent as provided in Section 39 above, as though Tenant was overholding beyond the End of Term without the consent of Landlord, for the period from the date upon which the End of Term occurs, to the last day of the month in which all of such obligations have been completed.

**Additional Rights on Re-Entry**

1. If the Landlord re-enters the Premises or terminates this Lease, then:
2. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
3. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
4. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
5. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant.  If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord.  The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
6. the Landlord may re-let the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such re-letting including any alterations and improvements to the Premises;
7. after re-entry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
8. after re-entry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant.  Without this notice, re-entry of the Premises by the Landlord or its agents will not terminate this Lease;
9. the Tenant will pay to the Landlord on demand:
10. all Rent, Additional Rent and other amounts payable under this Lease up to the time of re-entry or termination, whichever is later;
	1. reasonable expenses as the Landlord incurs or has incurred in connection with the re-entering, terminating, re-letting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for re-letting; and
	2. as liquidated damages for the loss of Rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
11. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
12. an amount equal to the Base Rent and estimated Additional Rent for a period of \_\_\_\_\_\_\_\_\_\_\_months.

**Inspections and Landlord’s Right to Enter**

1. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
2. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times.  However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.
3. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety (90) days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

 **Tenant Improvements**

1. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

1. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

1. removing or adding walls, or performing any structural alterations;

1. installing a waterbed(s);

1. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

1. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

1. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

**Signs**

1. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord’s design criteria for the Building and as first approved in writing by the Landlord.  All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord.  The Tenant will not erect, install or maintain any sign other than in accordance with this section.

 **Insurance**

1. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant’s insurance agent regarding a Tenant’s Policy of Insurance.
2. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord, its mortgagees, directors, officers, employees and those for whom it is responsible in law (the Landlord acting in trust for and on their behalf).
3. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

**Tenant’s Insurance**

1. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant’s sole expense, in such form as used by solvent insurance companies in the Province of Ontario:
2. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant’s business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a ‘cross liability’ and ‘severability of interest’ clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than $2,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant’s benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

1. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord.  In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.

1. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.

1. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

1. The Tenant’s policies of insurance hereinbefore referred to will contain the following:
2. a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);

1. provisions that such policies and the coverage evidenced thereby will be primary and non-contributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;

1. all insurance referred to above will provide for waiver of the insurer’s rights of subrogation as against the Landlord; and

1. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.
2. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time.  Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
3. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled.  If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent.  If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
4. The Tenant will not at any time during the term of this Lease use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.  Without limiting the foregoing, “**nuisance**” and “**disturbance**” shall include but not be limited to: the Tenant, its agents, children or animals causing damage to and/or running at large in and/or causing excessive noise or noxious odours in the Common Areas and Facilities or in other tenants’ leased premises.

**Abandonment**

1. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord’s discretion, as agent for the Tenant, re-let the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at the Landlord’s option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the re-letting.  If the Landlord’s right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

**Subordination and Attornment**

1. This Lease and the Tenant’s rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
2. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
3. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

**Registration of Caveat**

1. The Tenant will not register this Lease, provided, however, that:
2. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the Commencement Date of the Term.  The caveat will not state the Base Rent or any other financial provisions contained in this Lease.

1. If the Landlord’s permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord’s permanent financing has been fully advanced.

**Estoppel Certificate and Acknowledgement**

1. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

**Sale by Landlord**

1. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease, to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations.  This Lease may be assigned by the Landlord to any mortgagee or encumbrance of the Building as security.

**Tenant’s Indemnity**

1. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any builders’ or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.
2. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause, whether due to the negligence of the Landlord or those for whom it is responsible in law or otherwise.
3. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, whether due to their negligence or otherwise, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
4. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, whether due to the negligence of the Landlord or those for whom it is responsible in law or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

**Liens**

1. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders’ or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord.  Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord’s legal costs.

**Governing Law**

1. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

1. If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Ontario (the ‘Act’), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act, except in instances in which the said Act permits freedom of contract to prevail over its default provisions. Further, any provisions that are required by the Act are incorporated into this Lease.
2. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

**Amendment of Lease**

1. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.  A party’s failure to insist on strict performance of a provision of this Lease and/or a party’s acquiescence to a breach of any part of this Lease shall not constitute an implied amendment to this Lease.

**Assignment and Subletting**

1. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises.  An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord’s option, terminate this Lease.

**Bulk Sale and transfer of shares or substantial control**

1. No bulk sale of goods and assets, shares, or substantial control of business operations of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser of said goods and assets, shares, or substantial control of business operations are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant’s obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said sale.

**Licencing and Regulated Activities**

1. The Tenant is responsible for obtaining and maintaining all necessary operational and licensing approvals from the City of Mississauga and from Provincial or Federal authorities pertaining to their operation and nature of business.  The Landlord is not responsible for any violations that may occur due to the Tenant’s lack of the proper documentation and licensing.

**Damage to Premises**

1. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty due to the Tenant’s negligence or willful act or that of the Tenant’s employee, family, agent, or visitor, or others for whom the Tenant is responsible in law, then the Tenant shall be liable to the Landlord for all repair and replacement costs as a consequence thereof, whether reasonably foreseeable.  Without limiting the foregoing, this liability shall extend to all Common Area equipment, including but not limited to pumptrucks, forklifts, vacuums, garbage bins, lighting, mezzanines, walls, windows, doors, floors, pavement, pipes, valves, telecommunications equipment, laundry facilities, lounge, cameras, fire extinguishers, electrical fixtures and lines, compressors, and cleaning equipment.  If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty *not* due to the Tenant’s negligence or willful act or that of the Tenant’s employee, family, agent, or visitor, or others for whom the Tenant is responsible in law, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenantable.  However, if the Premises should be damaged other than by the Tenant’s negligence or willful act or that of the Tenant’s employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be charged *pro rata* up to the time of the damage.

**Force Majeure**

1. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, restrictive governmental Laws, the other party’s delay in providing approvals as required in this Lease, strikes, labour troubles, third party lockouts, inability to procure materials or services, power failure, fire, flood, earthquake, lightning, storm, acts of God or our Country’s enemies, riots, sabotage, rebellion, insurrections or other reasons of like nature or not beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) (collectively an “**Unavoidable Delay**”) and provided that such party uses all reasonable diligence to overcome such Unavoidable Delay, then the performance of such obligation will be excused for the period of the Unavoidable Delay and the time period for performance of such an obligation will be extended for a period equivalent to the duration of such Unavoidable Delay. Notwithstanding the foregoing, in no event shall any Unavoidable Delay relieve the Tenant from its obligation to pay its full Rent on the dates and in the manner as provided for in this Lease.

**Eminent Domain and Expropriation**

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

**Condemnation**

1. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings.  All future Rent instalments to be paid by the Tenant under this Lease will be terminated.

**Tenant’s Repairs and Alterations**

1. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste.  The Tenant will at all times and at its sole expense, subject to the Landlord’s repair obligations, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted.  Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
2. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord’s repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant’s merchandise, fixtures or other property or to the Tenant’s business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord’s cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
3. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all lights, toilets, ballasts, fixtures, glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense.  When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.  The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
4. The Tenant will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord’s written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises, save that any of the foregoing that affect the structural portions of the Building or the Building systems may be withheld by the Landlord at its sole dsicretion.
5. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord’s written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
6. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work, which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
7. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building.  Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged, within ten (10) days of such lien being registered, failing which, and without prejudice to the Landlord’s other rights and recourses set out in this Lease or at law, the Landlord shall be entitled to cause such lien to be discharged by way of payment into court or to the lien claimant, and the amount so paid by the Landlord, together with a fifteen percent (15% administration fee thereon and all of the Landlord’s legal costs (on a full indemnity basis) shall immediately become due and payable by the Tenant to the Landlord as Additional Rent.
8. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

**Landlord’s Repairs**

1. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord’s overhead and supervision.

**Care and Use of Premises**

1. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.  The meaning of “**nuisance**” shall include the examples provided in Section 54, *supra*.
2. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
3. The Tenant will not engage in any illegal trade or activity on or about the Premises.
4. The Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
5. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

**Environmental**

1. The Tenant covenants with the Landlord that the Tenant:
2. shall be responsible for Hazardous Substances (including the Remediation (as hereinafter defined) thereof) introduced on the Lands by Tenant during the Term of this Lease and during any period of time prior to the Commencement Date during which Tenant occupied or had use of all or any portion of the Building for any purpose and during any period of time following the Expiry Date that Tenant use or occupy the Building, or any portion thereof, for any purpose;
3. shall not use or permit or suffer the use of the Premises or any part of the Building to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substance or permit the release of any Hazardous Substances from the Premises except in strict compliance with all Environmental Laws including, without limitation, the Environmental Protection Act, R.S.O. 1990, c. E-19 and all other Environmental Laws in respect of environmental, land use, occupation, or health and safety matters. In the event Tenant fails to comply with any such Environmental Laws, Landlord may, but shall not be obligated to, do such things as necessary to effect such compliance, and all costs and expenses incurred by Landlord in so doing, together with an administration charge equal to fifteen percent (15%) of such costs and expenses, shall be payable forthwith by Tenant to Landlord as Additional Rent;
4. shall not permit any person to engage in any activity on or about the Building, or permit any person to engage in any activity on or about the Premises, which may reasonably be anticipated to lead to a violation of any Environmental Laws;
5. shall deliver prompt written notice to Landlord, and any Environmental Authority, of the actual, alleged or suspected release of any Hazardous Substances from the Premises;
6. shall forthwith deliver to Landlord any environmental site assessment, audit or report relating to the Premises conducted by or on behalf of Tenant, at Tenant’s request, from time to time;
7. shall forthwith deliver to Landlord written notice of receipt by Tenant of any claim, order, directive, notice, charge or other communication whatsoever received from any Authority relating to any Environmental Laws or relating to any actual or alleged breach by Tenant of any Environmental Laws (collectively, “**Order**”), which Notice shall be accompanied by a duplicate copy of such Order. Tenant shall, at its sole cost and expense, prepare and submit for approval all necessary studies, plans and proposals required to comply with the Order and shall provide all bonds and other security required by the Authority having issued the Order. Tenant shall keep Landlord advised in writing on a weekly basis of Tenant’s progress in complying with the Order. Notwithstanding anything contained in the foregoing to the contrary, if Landlord determines, in its sole discretion, that Landlord or the Building or any person thereon, or the reputation of Landlord or of the Building or of such other persons, is or are placed in jeopardy as a result of the Order, Landlord may, at its option, undertake itself to comply with the Order, and all costs and expenses incurred by Landlord in so doing, together with an administration charge equal to fifteen percent (15%) of such costs and expenses, shall be payable forthwith upon demand by Tenant to Landlord as Additional Rent;
8. shall authorize and permit Landlord to make enquiries from time to time of any Environmental Authority with respect to Tenant’s compliance with any Laws and Tenant covenants and agrees that Tenant shall, upon receipt of Landlord’s request therefor, provide to Landlord such written authorization as Landlord may reasonably require in order to facilitate the procurement of such information; and
9. shall maintain all environmental site assessments, audits, reports, Orders and all information relating to or produced in regard to the Remediation strictly confidential and shall not divulge the contents thereof to any Person (including without limitation any governmental Authority), save and except that Tenant may divulge the contents thereof:
10. as required by Law;
11. to Tenant’s professional advisers and lenders on a need-to-know basis; or
12. with the prior written consent of Landlord, which consent may be unreasonably withheld.

The foregoing obligations shall survive the expiration of earlier termination of this Lease.

1. Landlord shall be entitled at any time or times to enter the Premises to inspect same and to conduct such other investigations as in its sole discretion it deems necessary for the purpose of satisfying itself as to compliance by Tenant with all Environmental Laws and with all provisions of the Lease. Without limiting the generality of the foregoing, Landlord shall have the right to remove samples from the Premises, interview Tenant’s employees and conduct such physical inspections of the Premises and examination of such documentation relating to the Premises (which documentation Tenant agrees to make available at the Premises) and Tenant’s compliance with the provisions hereof as Landlord may deem necessary. All such information shall be used by Landlord solely for the purpose of ensuring compliance by Tenant with the provisions of this Lease and, otherwise, such information shall (except to the extent disseminated to or amongst Landlord’s subsidiaries, assigns, affiliates, agents, property managers and base Building engineers and consultants) be kept strictly confidential.
2. At any time during the Term: at Landlord’s written request therefor (accompanied by particulars substantiating such request); at the request of any Authority; if required by Laws; if required as a result of any deposit, spill, discharge or other release of Hazardous Substances or other breach of the provisions of this Lease, and at least three (3) months prior to the expiry or sooner surrender (to which surrender the parties have granted their mutual written consent) of the Term, Tenant shall, at its sole cost and expense, obtain an intrusive environmental site assessment of the Premises and/or an intrusive environmental audit of the operations of the Premises (collectively, “**Assessment**”) from an independent and qualified environmental consultant approved by Landlord in writing in advance (“**Approved Consultant**”) and shall deliver to Landlord a duplicate copy of any reports produced by the Approved Consultant in connection with the Assessment, including a reliance letter in favour of Landlord providing reliance for Landlord on the work completed by the Approved Consultant as if Landlord itself had retained the Approved Consultant (“**Reliance Letter**”). If this Lease is terminated prior to the expiry of the Term in accordance with the provisions of this Lease, Landlord, at its option (acting in its sole and absolute discretion), as soon as reasonably possible following any such termination, may itself obtain the Assessment from its environmental consultant (“**Landlord Consultant**”) and all costs and expenses incurred by Landlord in so doing, together with an administration charge equal to fifteen percent (15%) of such costs and expenses, shall be payable forthwith by Tenant to Landlord as Additional Rent. If any Assessment reveals the existence of any Hazardous Substances for which Tenant is responsible hereunder at the Premises or on or about the Building or the Lands or which emanates therefrom onto any adjacent property, then Tenant shall, at its sole cost and expense, be required to remove same to the satisfaction of the Approved Consultant or Landlord’s Consultant, as the case may be, and to the satisfaction of Landlord, in their sole and absolute discretion (the “**Remediation**”). In completing the Remediation, Tenant shall act diligently and expeditiously and in a good and workmanlike manner, in accordance with the applicable provisions of this Lease and all applicable Laws, and in such manner so as to minimize interference with the use and operation of the Building by Landlord and the other tenants and occupants thereof. If such Remediation cannot reasonably be completed prior to the expiry or sooner surrender of the Term, or if such Remediation is being completed following the earlier termination of the Term (whether or not such Remediation is being completed by Tenant or Landlord), the provisions of Section 41 of this Lease shall apply. Tenant shall compensate Landlord, its successors and assigns, for any demolition or destruction of, on, under or to the Building which results from the Remediation and Tenant shall, at its sole cost and expense, repair or replace the Premises or any buildings or other leasehold improvements in or on the Premises or the Building and any demolished or destroyed property on, under or attached to the Premises or any portion of the Building following such Remediation, including the removal, treatment, disposal, restoration and replacement of the soil or any other part of the Building as may be required by Landlord, or any Authority pursuant to any Environmental Laws and shall restore the Building to the condition in which it existed prior to the commencement of such Remediation (and, otherwise, to the condition in which the Building existed prior to the contamination for which such Remediation is required) using building materials of like kind and quality but which, in any event, must be acceptable to Landlord, acting reasonably. Prior to commencing any Remediation, Tenant shall provide Landlord with a written scope of work (prepared by Tenant at its expense) for Landlord’s written approval, not to be unreasonably withheld, and Tenant shall deliver to Landlord any related bonds or other financial assurances as may be required by Landlord in connection therewith. Landlord shall be entitled to have Landlord Consultant attend during the Remediation (and any testing, inspections, surveys and studies in connection therewith) and Landlord shall be entitled to itself take duplicate samples of any material being sampled, all at Tenant’s sole cost and expense. Tenant shall provide duplicate copies to Landlord of any inspection, investigation or assessment reports conducted or prepared in connection with the Remediation and same shall be accompanied by a Reliance Letter. In the event of any dispute hereunder between Landlord Consultant and the Approved Consultant, the opinion of Landlord Consultant shall be final and binding upon the parties.
3. Tenant shall not be permitted to carry out any type of risk assessment of the Premises or the Building as purported compliance with the requirements of Section 93, and the provisions of Section 93 supersedes any other provision of this Lease to the contrary.
4. Any Hazardous Substances on or about the Premises for which Tenant is liable pursuant to this Lease shall remain the sole and exclusive property of Tenant and shall not become the property of Landlord, notwithstanding the degree of affixation to the Premises. This affirmation of Tenant’s interest in the Hazardous Substances or the goods containing the Hazardous Substances shall not, however, prohibit Landlord from dealing with such material as otherwise provided for in this Lease.
5. Tenant will be solely responsible for, and shall indemnify and save harmless Landlord from and against all liabilities, claims, damages, losses and expenses, penalties, fines and sanctions of any kind whatsoever, including costs of Remediation and any fines and damages resulting from any of the same and including all legal and other consultants’ fees and disbursements caused by or resulting from any Hazardous Substance at any time on or affecting the Premises or the Building resulting from:
6. any act or omission of Tenant on the Building;
7. any act or omission of Tenant or any other person on the Premises (save and except Landlord), or
8. any activity or substance on or generated from the Premises during the Term (save and except to the extent caused by Landlord), and any period prior to the Term during which the Premises were used or occupied by or under the control of Tenant and any period of time following the Expiry Date that Tenant use or occupy the Premises for any purpose;

and Tenant will be responsible for the clean-up and removal of any of the same and any liabilities, claims, damages, losses and expenses, penalties, fines and sanctions of any kind whatsoever, including costs of Remediation and any fines and damages resulting from any of the same and including all legal and other consultants’ fees and disbursements caused by the occurrence, clean-up or removal of any of the same, and Tenant will indemnify Landlord in respect thereof.

1. Wherever reference is made to, or an obligation or restriction is imposed on, Tenant, same shall be deemed to include its directors, officers, employees, agents or those for whom it is responsible in law.
2. Tenant agrees to complete the environmental questionnaire attached hereto as Schedule "A" and to forthwith advise Landlord, in writing, of any amendments thereto.

**Surrender of Premises**

1. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any.  All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items.  If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord.  Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant’s expense, should the Landlord so require by notice to the Tenant.  If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord.  The Tenant’s obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the term of this Lease.

**Rules and Regulations**

1. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

**Fines**

1. Building violations include but not limited to: placing items in Common Areas and Facilities and in neighbouring areas, un-necessary energy consumption, damages caused to common use equipment and building structure, failure to arm or properly disarm the security system, blocking loading bays with personal vehicles, repetitive noise or smell complaints from neighbours and all other damages caused by the Tenant’s negligence or willful act including the Tenant’s employee, family, agents, or visitors to the Building. A written warning will follow first time violations. If tenant proceeds to violate property regulations further, a financial fine of up to $1,000.00 plus HST will apply. Landlord reserves the right to terminate this Lease without notice if the Tenant continues to violate the Building regulations.

**Address for Notice**

1. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
2. the address for service of the Tenant is the Premises during this tenancy, -------------------------------------------and after this tenancy is terminated.  The phone number of the Tenant is: -----------------------------.
3. the address for service of the Landlord is 102-115 Matheson Blvd. West Mississauga, Ontario L5R 3L1, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease. All notices that shall be delivered pursuant to this Lease may be sent by email (with confirmation of receipt required), save if specifically prohibited by the terms of this Lease.

**No Waiver**

1. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

 **Limited Liability Beyond Insurance Coverage**

1. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord’s insurance.

 **Remedies Cumulative**

1. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease.  No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

 **Landlord May Perform**

1. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant’s default or the Landlord’s right to take any action as may be otherwise permissible under this Lease in the case of any default.

 **Early Termination Right**

1. Notwithstanding anything contained in this Lease, the Landlord has the absolute right, by way of notice in writing of at least thirty (30) days given to the Tenant (the “Early Termination Notice”), to terminate this Lease as of the date set out in the Early Termination Notice (the “Early Termination Date”). As of the Early Termination Date, the Term shall be deemed to come to an end, the Tenant shall vacate the Premises in accordance with the terms of the Lease, and the Tenant waives and renounces any claims relating to an abatement in Rent (in whole or in part), damages or the right to terminate the Lease prior to the Early Termination Date.

**Relocation**

1. Notwithstanding anything contained in this Lease, the Landlord has the absolute right, by way of notice in writing of at least thirty (30) days given to the Tenant (the “**Relocation Notice**”), to relocate the Premises to comparable premises (the “**Relocation Premises**”) in any other facility of the Landlord or any of its affiliates (as that term is defined in the Canada Business Corporations Act). Upon its receipt of the Relocation Notice, the Tenant shall have the right, by way of notice in writing (the “**Termination Notice**”) to be received by the Landlord no later than ten (10) days after the Tenant’s receipt of the Relocation Notice, to terminate this Lease as of the date set out in the Relocation Notice (the “**Early Termination Date**”). As of the Early Termination Date, the Term shall be deemed to come to an end, the Tenant shall vacate the Premises in accordance with the terms of the Lease, and the Tenant waives and renounces any claims relating to an abatement in Rent (in whole or in part), damages or the right to terminate the Lease prior to the Early Termination Date. Should the Tenant not deliver the Termination Notice as aforesaid, the Tenant shall relocate to the Relocation Premises as of the date set out in the Relocation Notice, and the Lease shall continue to apply, with all appropriate adjustments as required to be made, in view of the Relocation Premises and the possibility that the Relocation Premises are located in another facility, as aforesaid. The Tenant waives and renounces any claims relating to abatement in Rent (in whole or in part) or damages as a result of the exercise by the Landlord of its rights set forth in this Section 108.

**General Provisions**

1. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease.   All covenants are to be construed as conditions of this Lease.
2. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
3. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other’s acts, omissions and liabilities pursuant to this Lease.
4. The Tenant will be charged an additional amount of $45.00 plus HST for each N.S.F. cheque or cheque returned by the Tenant’s financial institution.
5. All schedules to this Lease are incorporated into and form an integral part of this Lease.
6. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease.  Words in the singular mean and include the plural and vice versa.  Words in the masculine mean and include the feminine and vice versa.
7. This Lease may be executed in counterparts.  Facsimile signatures are binding and are considered to be original signatures.
8. Time is of the essence in this Lease.
9. This Lease will constitute the entire agreement between the Landlord and the Tenant.  Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
10. The Tenant acknowledges having had the opportunity to obtain independent legal advice in relation to the meanings of all terms constituting this Lease and understands same.  The Tenant executed this Lease by its own volition and without duress or any undue influence by the Landlord or any agent or representative thereof.

The Tenant’s director(s), by his/her/their signatures on this lease, shall be personally, jointly, and severally liable for all breaches of this Lease by the Tenant and can accordingly be named as defendants in any action in which the Tenant could be properly named as a defendant.  Accordingly, no such director properly named in any demand or pleading shall plead the limited liability ordinarily entailed when a corporation is liable.

**IN WITNESS WHEREOF** the Parties to this Lease, being this page and the preceding 16 pages, together with the Schedule attached, have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this -----day of ----------, 2020.

SHARED WORK SPACE INC (Seal)

Per:

Signing Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

Per:

Signing Office

**Schedule “A”**

**Environmental Questionnaire**

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| --- | --- | --- |
| **Tenant’s Company Name:** | ⚫ | **Phone No.** |
| **Address:** |  **Unit No.** |
| **Contact Name:** |  |

|  |  |
| --- | --- |
| a) | Describe the business activities carried on in the Premises and specify raw materials used, goods manufactured and any resulting waste materials or by-products that are generated: |
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|  |

|  |  |
| --- | --- |
| b) | Will the business activities to be carried on in the Premises entail the use, generating or storing of any Hazardous Substances in any quantity? (including but not limited to chemical products, degreasers, corrosives, flammable or combustibles, fuels, solvents, paints, medication, oil, gas, batteries, extinguisher, etc.)NO  YES  If yes, please describe: |
|  |  |
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| --- | --- |
| c) | Indicate the approximate amounts of Hazardous Substances which will be used or generated, monthly or annually, in the Premises: |
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|  |  |
| --- | --- |
| d) | How do you intend to store the Hazardous Substances described in c)? |
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| --- | --- |
| e) | How will you dispose of the Hazardous Substances generated in the Premises by your business and who will be the carrier? |
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| --- | --- |
| f) | Will the business activities to be carried on in the Premises require that you obtain any certificate of authorization, permit, environmental approvals, or provide environmental data (i.e. NPRI or Ontario Reg. 127) to government agencies?NO  YES  If yes, please give details and attach your certificate |
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| --- | --- |
| g) | Will the business activities to be carried on in the Premises entail the discharge of Hazardous Substances into the sewer system, water system or into the air? If so, will pollution control equipment be required in the Premises to comply with Environmental Laws and any other applicable Laws?NO  YES  If yes, please give details and list standards to be met |
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| --- | --- |
| h) | Will the business activities to be carried on in the Premises necessitate the installation of an underground or surface storage tank in the Premises or on the Common Areas and Facilities?NO  YES  If yes, please describe tank to be installed and stored materials |
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| --- | --- |
| i) | Do you intend to have a prevention training or emergency plan in place to prevent an environmental incident or to deal with one if it occurs?NO  YES  If yes, give details and attach a copy of the plan and/or training |
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| --- | --- |
| j) | Does your firm have an environmental management program in place?NO  YES  If yes, please give details and attach a copy of the program |
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|  |  |
| --- | --- |
| k) | Do you have appropriate insurance to handle Hazardous Substances?NO  YES  If yes, give details and attach a copy of the policy or certificate |
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|  |

**TENANT’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**