

74281

THIS INDENTURE made the 19th day of November, 1979.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N :

CANADA MORTGAGE AND HOUSING CORPORATION,

(hereinafter called the "LESSOR")

- OF THE FIRST PART -

AND:

R. J. NICOL HOMES LIMITED, of the City of
Ottawa in the Regional Municipality of Ottawa-
Carleton

(hereinafter called the "LESSEE"),

- OF THE SECOND PART -

WHEREAS by an Agreement dated the 13th day of
August , 1979 (hereinafter called "the said Agreement"),
the Lessor agreed to lease to the Lessee and the Lessee agreed
to take a lease from the Lessor, of the lands described in
Schedule "A" hereto (hereinafter called "the said Lands");

AND WHEREAS the said Agreement provided that the
Lessee should, in accordance with the terms and conditions set
forth therein, construct a Building (herein defined) on the said
Lands, which Building and any replacement thereof erected on the
said Lands together with the improvements and appurtenances to
such Building are to be and remain the absolute property of the
Lessee during the term of this Lease or any renewal thereof;

NOW THEREFORE THIS INDENTURE WITNESSETH that in
consideration of the rents reserved and the covenants and
agreements hereinafter set forth the parties covenant and agree
as follows:

1. DEFINITIONS

1.01 For the purposes of this Lease unless the context otherwise
requires the following terms shall have the meanings
hereinafter specified:

- (a) "Additional Rent" shall mean the amounts, if any,
payable by the Lessee pursuant to Sections 5.01,
6.01 and 7.02;
- (b) "Building" shall mean all structures and build-
ings constructed upon the said Lands together

with all replacements, alterations, additions, changes, substitutions, improvements or repairs thereto and all other improvements from time to time constructed upon or affixed or appurtenant to the said Lands;

- (c) "Lessee" shall mean the Lessee specifically named herein as well as its successors and assigns;
- (d) "Lessor" shall mean the Lessor specifically named herein as well as its successors and assigns;
- (e) "Rent" shall mean the rent specified in Sections 4.01 and 19.01(b) hereof;
- (f) "Said Agreement" shall mean the Agreement between the parties hereto dated the 13th day of August, 1979;
- (g) "Said Lands" shall mean the lands described in Schedule "A" hereto;
- (h) "Term" shall mean the seventy-five (75) year period commencing and ending on the dates referred to in Section 3.01 hereof.

2. INTERPRETATION

2.01 All the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate provision hereof.

2.02 The words "herein", "hereby", "hereunder" and words of similar import refer to this Lease as a whole and not to any particular article, section or subsection thereof.

3. DEMISE

3.01 The Lessor hereby demises and leases unto the Lessee and the Lessee hereby takes and rents the said Lands upon and subject to the conditions hereinafter expressed.

4. TERM

4.01 TO HAVE AND TO HOLD the said Lands for and during the term of seventy-five (75) years commencing on the first day of November, 1979 and ending on the 31st day of October, 2054 unless this Lease shall be renewed

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4. under the provisions of Article 19 hereof.

RENT

4.01 YIELDING AND PAYING THEREFOR for the whole of the said Term of seventy-five (75) years the sum of ~~EIGHT THOUSAND~~ dollars (\$~~8,000.00~~) payable in advance on the date of delivery of this Lease.

4.02 NET LEASE

All rent required to be paid by the Lessee hereunder shall be paid without any deduction, abatement or set-off whatsoever, it being the intention of this Lease that all expenses, costs, payments and outgoings incurred in respect of the said Lands, the Building and any other improvements on the said Lands or for any other matter or thing affecting the said Lands, shall be borne by the Lessee, that the rent herein provided shall be absolutely net to the Lessor and free of all abatements, set-off or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments or outgoings of every nature arising from or related to the said Lands, the Building or any other improvements on the said Lands, and that the Lessee shall pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments and outgoings.

4.03 ADDITIONAL RENT

Any sums, costs, expenses, or other amounts from time to time payable by the Lessee to the Lessor under the provisions of this Lease by way of indemnity or otherwise and whether expressed to be rent or otherwise may at the option of the Lessor be treated as and deemed to be Rent, in which event the Lessor shall have all the remedies for the collection of such sums, costs, expenses or other amounts, when in arrears, as are available to the Lessor for the collection of rent in arrears.

5. PAYMENT OF TAXES

5.01 The Lessee will in each and every year during the Term not later than the day immediately preceding the date or dates

on which real-property taxes and other charges imposed upon real property within the City of Ottawa become due and payable whether monthly, quarterly, twice-yearly or otherwise, pay and discharge or cause to be paid and discharged all taxes, rates, duties, charges and assessments, including school taxes, local improvement rates and other charges which now are or shall or may be levied, rated, charged or assessed against the said Lands, the Buildings, all other structures, all machinery, equipment, facilities and other property of any nature whatsoever thereon and therein, whether such taxes, rates, duties, charges and assessments are charged by any municipal, parliamentary, legislative, regional, school or other authority during the Term or any renewal thereof and will indemnify and keep indemnified the Lessor from and against payment of all losses, costs, charges and expenses occasioned by or arising from any and all such taxes, rates, duties, charges and assessments; and any such losses, costs, charges and expenses suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of rent in arrears. The Lessee shall have the right from time to time to appeal any assessment of the said lands or the Building or any other tax, rate, duty, charge or amount referred to in this Section 5.01 provided that such appeal shall be at the sole cost and expense of the Lessee. The Lessee shall have the further right from time to time to apply for the cancellation, reduction or refund of taxes, rates, duties, charges or amounts levied, rated, charged or assessed in any year in respect of any structure or building on the said Lands that was razed by fire, demolition or otherwise or in respect of an overcharge of taxes levied or such other charges imposed on the said Lands, the Building, or any other structure, any machinery, equipment, facilities and other property of any nature whatsoever thereon or therein by reason of any

error, provided that any such application shall be at the sole cost and expense of the Lessee; and any such refund of taxes, rates, duties, assessments or such other charges shall belong to the party which has, at the date of such refund, borne the expense of such taxes, rates, duties, assessments or charges.

If in the future the Lessee is unable to appeal any assessment of the said Lands or the Building or any other tax, rate, duty, charge or amount referred to in this Section 5.01 except in the name of the Lessor, then the Lessee shall have the right to appeal in the name of the Lessor.

6. PAYMENT FOR UTILITY SERVICES

6.01 The Lessee covenants with the Lessor to pay for or cause to be paid when due all charges for gas, electricity, light, heat, power, telephone, water, cable television and other utilities and services used in or supplied to the said Lands and the Building and will indemnify and keep indemnified the Lessor from and against payment of all losses, costs, charges and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges and expenses occasioned by or arising from any and all such charges, and any such loss, costs, charges and expenses which relate to such charges suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of rent in arrears.

7. REPAIRS AND MAINTENANCE

7.01 Lessee Responsible for all Repairs and Maintenance -

The Lessee understands and agrees that this is a Lease of raw lands only, the Building and all improvements to the said Lands being the property of the Lessee, and that the Lessor shall not be obliged to furnish any services or facilities to make repairs or alterations in or to the said Lands or the Building. The Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the said

Lands and the Building. Should the Lessor at any time or times during the term of this Lease or a renewal thereof be called upon to assume any responsibility for the condition, operation, repair, replacement, maintenance or management of the said Lands or the Building any amount paid or costs incurred by the Lessor as a result thereof shall be reimbursed to the Lessor by the Lessee on demand and may be recovered by the Lessor as Additional Rent.

7.02 Maintenance and Shared Right-of-Way

If the said Lands consist in part of a shared right-of-way for the passage of persons and vehicles or a shared visitors' parking area then the Lessee covenants and agrees to share pro rata with such other persons entitled to the use thereof all costs and expenses (including snow removal costs) of repairing and maintaining such right-of-way and visitors' parking area.

7.03 Maintenance of Shared Trunk Lines -

If the Building is serviced through hydro, telephone, gas, television cable, water or sewer trunk lines running through or under any lands adjoining those demised herein other than public streets, then the Lessee covenants and agrees to share pro rata with such other persons entitled to the use thereof all costs and expenses of repairing or maintaining such hydro, telephone, gas, television cable, water or sewer trunk lines.

7.04 Party Walls -

The Lessee acknowledges that any wall which is common to the Building and any other building situated on lands adjoining the said Lands is a party wall and the Lessee covenants and agrees not to do or permit the doing of any thing or act which will alter or tend to weaken the said party wall.

8. USE AND DEVELOPMENT

8.01 Use of Land for Residential Purposes Only -

The Lessee covenants and agrees that the said Lands shall

be used exclusively for residential purposes.

8.02 Design and Site Plan Approval from National Capital Commission for Alteration or Redevelopment

The Lessee covenants and agrees that it shall not substantially alter the exterior of or extend the Building or replace or reconstruct the Building or add any other structure to the said Lands unless the site, design, location and plans thereof have first been approved by the National Capital Commission.

9. EXHIBITION BY LESSOR OR NCC

9.01 During the final twelve (12) months of the Term or any renewal thereof the Lessor or the National Capital Commission shall be entitled to display upon the said Lands the usual signs advertising the said Lands and Building as being available for purchase or letting, provided such signs are displayed in such a manner as not to interfere unreasonably with the Lessee's use of of the said Lands and the Building.

10. INDEMNITY

10.01 Breach, Violation or Non-performance of Covenants by Lessee

The Lessee shall indemnify and save harmless the Lessor from any and all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising out of any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed or performed.

10.02 Injury, Damage or Loss of Property

The Lessee shall indemnify and save harmless the Lessor from any and all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising out of:

- (a) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the said Lands or the Building; and
- (b) any damage to or loss of property occasioned by the use and occupation of the said Land or the Building.

10.03 Indemnification Survives Termination of Lease

The Obligations of the Lessee to indemnify the Lessor under the the provisions of Sections 5.01, 6.01, 10.01 and 10.02 hereof with respect to liability by reason of any matter arising during the Term or any renewal thereof shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.

10.04 Assumption of Development Agreement by Lessee

The Lessee hereby undertakes and assumes for the duration of the Term and any renewal thereof sole responsibility for all of the obligations of the Lessor set out in a development agreement registered in the Registry Office for the Registry Division of Ottawa-Carleton on the 25th day of October, 1979 as Number NS 71241 and the Lessee covenants and agrees to wholly and completely carry out and perform during the Term and any renewal thereof all of the obligations of the developer set out therein.

MORTGAGE

11.01 Lessee shall be Liable for Rent and Taxes Notwithstanding Mortgage

Nothing herein contained shall be construed to prevent or prohibit the assignment or subletting by the Lessee of this Lease or the leasehold interest of the Lessee in any portion of the said Lands and the Building by way of Mortgage provided however that in the event of and notwithstanding any such assignment or subletting the Lessee shall be and remain liable for the payment of all Rent and Additional Rent and taxes and the performance of all the terms, covenants and conditions of this Lease.

11.02 Mortgage subject to Lessor's Right under Lease.

Subject to the provisions of Section 12.02, every Mortgage shall be made expressly subject to the rights of the Lessor under this Lease and in particular to the right of the Lessor to acquire title thereto upon expiration or termination of this Lease as provided in Section 18.02.

12. DEFAULT BY LESSEE

12.01 Re-entry on certain Defaults by Lessee

The Lessor and the Lessee agree that, subject to the provisions of Section 12.02, if

- (a) the Lessee shall default in the payment of Rent or Additional Rent or any other sums required to be paid to the Lessor by any provisions of this Lease, and such default shall continue for thirty (30) days after notice thereof given by the Lessor to the Lessee; or
- (b) the Lessee shall default in performing or observing its other covenants or obligations under this Lease, or any contingency shall occur which by the terms of this Lease constitute a breach hereof or confers upon the Lessor the right to re-enter or forfeit or terminate this Lease and the Lessor shall have given to the Lessee notice of such default or the happening of such contingency, and at the expiration of sixty (60) days after the giving of such notice the default or contingency shall continue to exist or, in the case of a default or contingency which cannot with due diligence be cured within the period of sixty (60) days as aforesaid, the Lessee fails to proceed promptly after giving of such notice to cure such default or contingency; or
- (c) the Lessee shall default in any of its obligations under the said Agreement; or

(d) this Lease shall expire or be forfeited or be terminated by any other provision in it contained; the Lessor or the Lessor's agents or employees authorized by the Lessor may immediately or at any time thereafter re-enter the said Land and the Building without being liable to any prosecution or damages therefor, and may repossess and enjoy the said Lands, the Building and all fixtures and improvements upon the said Lands, except fixtures and improvements which are of the nature of usual tenants' fixtures and normally removable by tenants, and which are not part of the Building or the said Lands without such re-entry and possession resulting in any waiver of the rents to be paid and the covenants to be performed by the Lessee upon the date of such re-entry and re-possession. Within twelve (12) months of such re-entry and re-possession or as soon as practicable thereafter the Lessor shall dispose of the Building and if the Lessor should realize a surplus therefrom after allowing for all fees, costs and expenses incurred in remedying the default and in dealing with the said Lands and the Building and in terminating the rights of the Lessee and after allowing for the rent and all other sums due, if any, together with interest thereon at the rate of ten per cent (10%) per annum from the date such was incurred or due, the amount of such surplus, if any, as calculated by the Lessor, shall be paid to the Lessee or to such other persons as have registered interests in the Building, as their respective interests may appear, who shall have no further or other claim against the Lessor.

12.02 Notice to and Remedies of Mortgagee

(a) No re-entry, termination or forfeiture of this Lease by the Lessor shall be valid against a Mortgagee who has filed with the Lessor written notice of Mortgage in favour of the Mortgagee specifying an address for notice under Section 21.01 unless the Lessor shall

first have given to the Mortgagee notice of the default or contingency entitling the Lessor to re-enter, terminate or forfeit this Lease, specifying the nature of that default or contingency, and stating the Lessor's intention to take such proceedings and requiring the Mortgagee:

- (i) to cure the default or contingency specified in the notice within a period of sixty (60) days from the date of receipt of that notice by the Mortgagee; or
- (ii) if the default or contingency is other than the failure to pay Rent or Additional Rent or taxes or any other sums required to be paid to the Lessor by any provision of this Lease and if the default or contingency cannot reasonably be cured within such sixty (60) day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency,

and the Lessor hereby grants the Mortgagee access to the said Lands and Building for that purpose. If the default or contingency is cured within the period specified, the Mortgagee shall be entitled to continue as tenant for the balance of the Term remaining at date of the notice of default or contingency, providing that the Mortgagee attorns as tenant to the Lessor and undertakes to be bound by and to perform the covenants and agreements of this Lease; PROVIDED HOWEVER that in the event that there exists more than one mortgagee each having a separate charge upon the Lessee's interest in this Lease, and more than one of them wishes to cure the default or contingency specified in the notice aforesaid, then the Lessor hereby agrees to permit curing of the default or contingency specified as aforesaid, and the assumption of the balance of the Term as aforesaid, by that mortgagee which is willing to cure and

assume as aforesaid and whose charge ranks in priority over the charge or charges held by the other mortgagee or mortgagees willing to cure and assume as aforesaid; EXCEPT THAT in the event any Mortgagee has commenced a foreclosure action the provisions of Section 12.02 (b) shall apply.

(b) In the event the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agrees with the Lessor under this Lease at the time such foreclosure proceedings are commenced, the Lessor shall not re-enter, terminate or forfeit this Lease after the commencement of foreclosure proceedings on the grounds of any default or contingency entitling the Lessor to re-enter, terminate or forfeit this Lease if the Mortgagee:

(i) shall first have given to the Lessor notice of the foreclosure proceedings;

(ii) is actively prosecuting the foreclosure proceedings;

(iii) cures the default or contingency within a period sixty (60) days from the date of receipt of notice from the Lessor specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease and if such default or contingency cannot reasonably be cured within such sixty (60) day period, immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency;

(iv) performs and observes all of the Lessee's covenants and agreements under this Lease.

and without undue delay diligently prosecute to a conclusion the foreclosure proceedings commenced by the Mortgagee.

In the event that the Mortgagee acquires titles to the Lessee's interest in the said Lands and Building pursuant to the foreclosure proceedings, it shall thereupon become subrogated to the rights of the Lessee under this Lease provided it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of this Lease. PROVIDED HOWEVER that in the event that there exists more than one mortgagee and more than one of them commences foreclosure proceedings, the right to cure any default or contingency granted by this Section 12.02(b) to a foreclosing mortgagee shall be deemed granted to them in the order of priority of the charges held by the foreclosing mortgagees.

- (b) No entry upon the said Lands or into the Building by a Mortgagee pursuant to this Section 12.02 for the purpose of curing any default or defaults of the Lessee shall release or impair the continuing obligations of the Lessee.

13. REMEDIES OF LESSOR ARE CUMULATIVE

13.03 The remedies of the Lessor specified in this Lease are cumulative and are in addition to any remedies of the Lessor at law or equity. No remedy shall be deemed to be exclusive, and the Lessor may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Lease, the Lessor shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Lessor of any of the covenants or agreements hereof.

14. WAIVER BY LESSOR

14.01 The failure of the Lessor to insist upon the strict performance of any covenant or agreement of this Lease

shall not waive such covenant or agreement, and the waiver by the Lessor of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Lessor of rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Lessee shall not waive such breach. No waiver by the Lessor shall be effective unless made in writing.

15. COVENANTS

15.01 The Lessor covenants with the Lessee that the Lessor has a good and marketable title to the said Lands and that the Lessor has not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the said Lands or any part thereof are charged or encumbered in title or estate other than the subsisting exceptions and reservations contained in the original grant of the said Lands from the Crown.

15.02 The Lessor covenants with the Lessee that it now has in itself good right, full power and absolute authority to lease the said Lands to the Lessee in the manner and according to the true intent of this Lease.

16. ARBITRATION

16.01 Save as hereinafter provided, if the Lessor and the Lessee do not agree as to any of the matters which, if no agreement is reached upon them are by the provisions hereof to be determined by arbitration, any such disagreement shall be determined by arbitration pursuant to the provisions of the Arbitration Act, R.S.O. 1970, Chapter 25 as amended. The provisions to be implied in submission in pursuance of the said Arbitration Act shall not be applicable to arbitration hereunder. The

following provisions shall govern any arbitration hereunder:-

- (a) The reference to arbitration shall be to three arbitrators, one of whom shall be chosen by the Lessor, one by the Lessee and the third by the two so chosen and the third arbitrator so chosen shall be the chairman.
- (b) The award may be made by the majority of the arbitrators.
- (c) Save as in this Lease otherwise expressly provided, the Arbitrators shall make their award in writing either within three (3) months after entering on the reference or after having been called on to act by notice in writing from either party to the submission, whichever is the earlier, or on or before any later date to which the Lessor and the Lessee by writing signed by them may from time to time enlarge the time for making the award.
- (d) If the arbitrators have allowed their time or extended time to expire without making an award or if the chairman shall have delivered to both parties hereto a notice in writing stating that the arbitrators cannot agree, either party hereto may apply to the Supreme Court of Ontario or to a judge thereof to appoint an umpire who shall have the like power to act in the reference and to make an award as if he had been duly appointed by all the parties to the submission and by the consent of all the parties who originally appointed arbitrators thereto.
- (e) The umpire shall make his award within one (1) month after the original time appointed for making the award of the arbitrators has expired, or on or before any later day to which the

parties by any writing signed by them may from time to time enlarge the time for making the award, or if the parties have not agreed, then within such time as the Court or Judge appointing such arbitrator may deem proper.

(f) The arbitrators or any umpire acting under any submission to arbitration herein may state an award as to the whole or part thereof in the form of a special case for the opinion of the Court.

(g) The costs of the reference and award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid, or any part thereof, and may award costs to be paid as between solicitor and client.

(h) If, within a reasonable time, a party who has been notified of any dispute fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to a judge of the Supreme Court of Ontario for the appointment by such Judge of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators.

The parties agree that with respect to any amendment to the said Arbitration Act which shall be proclaimed after January 1, 1979 which makes provision that there shall be incorporated in any submission any provision not herein contained, then such provision shall not be a part of such submission to arbitration hereunder unless the parties hereto shall in writing expressly agree to the incorporation of such provision herein.

17. SURRENDER OF LANDS

17.01 Upon termination of this Lease by forfeiture or default or at the end of the Term or a renewal thereof the Lessee

shall surrender the said Lands and the Building to the Lessor. Upon such surrender the Lessee shall assign to the Lessor the benefit of all leases, licenses, agreements and other agreements and rights benefiting the said Lands or the Building or the Lessee's interest therein, if and to the extent that the Lessor shall require such benefits to be so assigned.

18. QUIET ENJOYMENT AND OWNERSHIP
OF THE BUILDING

18.01 If the Lessee pays the rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Lessee's part contained, the Lessee shall and may peaceably enjoy and possess the said Lands for the Term, without any interruption or disturbance whatsoever from the Lessor or any other person, firm or corporation lawfully claiming from or under the Lessor, provided however that nothing in this Section 18.01 shall limit the rights of exhibition conferred upon the Lessor by Section 9.01.

18.02 The Lessor and the Lessee agree that the title to and ownership of the Building and all alterations, additions, changes, substitutions or improvements thereto shall at all times during the term be vested in the Lessee, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the Building in the Lessor as owner of the freehold. The title to and ownership of the Building shall not pass to or become vested in the Lessor until one of the following events first occurs: (i) termination of the Term or any renewal thereof either by forfeiture or default under the terms of this Lease in which event the Building shall become the absolute property of the Lessor free of all encumbrances; or (ii) termination of the Term or any

renewal thereof and the fulfilment by the Lessor of its obligation to purchase pursuant to Section 20.

18.03 The provisions of Section 18.02 shall not be construed to prevent the Lessee from conferring on tenants or occupants of the Building the right of property in, or the right to remove, fixtures or improvements which are of the nature of usual tenants' fixtures and normally removable by tenants, and which are not part of the Building or the said Lands. The Lessee shall make good or shall cause such tenant to make good, any damage to the Building caused by any removal of tenants' fixtures

19. RENEWAL OF LEASE

19.01 Renewal of Lease -

- (a) At any time during the forty-first and forty-second year of the Term the Lessee may serve upon the Lessor a notice indicating the Lessee's desire to renew this Lease upon the terms provided herein and setting out an address where the Lessor may direct its reply.
- (b) Should the Lessor fail at or before the end of the first month of the forty-sixth year of the Term to give the Lessee notice of the Lessor's intention not to renew this Lease then the Lessee shall have the option, exercisable by written notice to the Lessor at any time prior to the end of the seventy-third year of the Term to renew the Lease for a further term of thirty (30) years subject to the covenants, provisions and agreements as are herein contained (save and except this provision for renewal) mutatis mutandis, and at the Rent determined as follows:

The Rent payable by the Lessee for the renewal term shall be such lump sum as may be agreed upon in writing by and between the Lessor and the Lessee, PROVIDED HOWEVER that if the Lessor and Lessee do not agree in writing upon the Rent for such renewal term at least twelve (12) months

prior to the end of the seventy-fifth year of the original Term of this Lease, the Rent for such renewal term shall be the market rental value of the said Lands exclusive of the Building, its appurtenances and any improvements to the said Lands payable in lump sum in advance and such market rental value shall be determined by arbitration. The arbitrators shall within such twelve (12) month period appraise and determine the market rental value of the said Lands devised for the renewal term on the basis hereinbefore set out.

The Lessee covenants and agrees to pay the Rent as so agreed or determined on or before the first day of the renewal term.

20. PURCHASE OF BUILDING

20.01 The Lessee's interest in the Building shall be subject to the provisions herein contained for the purchase of the Building at the end of the Term or of the renewal term.

20.02 The purchase price of the Lessee's interest in the Building shall be its fair market value exclusive of the said Lands but evaluated as if the Lease did not terminate and the purchase price shall be reckoned and be payable as of the date of termination of this Lease as the case may be.

20.03 Provided that the Lessee is not in default under any of the provisions of this Lease or any renewal thereof the Lessor shall purchase the Lessee's interest in the Building in the following events:

(a) Upon the expiry of the seventy-fifth (75th) year of the original Term if the Lessor gives notice of its intention not to renew the Lease pursuant to Section 19.01(b);

(b) Upon the expiry of the seventy-fifth (75th) year of the original Term if the Lessee fails to exercise the option to renew the Lease pursuant to Section 19.01(b);

- (c) Upon the expiry of the seventy-fifth (75th) year of the original term if the Lessee fails to give the Lessor notice of the Lessee's desire to renew the Lease pursuant to Section 19.01(a);
- (d) Upon the expiry of the thirtieth (30th) year of the renewal Term if the Lessee exercises the option to renew pursuant to Section 19.01(b).

20.04 Where the Lessor is required to purchase the Lessee's interest in the Building pursuant to Section 20.03 and the Lessor and the Lessee have failed to agree upon the purchase price of the Lessee's interest in the Building at least twelve (12) months prior to the effective date of the purchase then the purchase price shall be determined by arbitration.

20.05 The purchase price of the Lessee's interest in the Building shall be subject to abatement for all arrears of Rent and Additional Rent, if any.

21. NOTICE

21.01 All notices, demands and requests which may or are required to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered, in the case of the Lessor addressed to:

Canada Mortgage and Housing Corporation,
National Office,
Ottawa, Ontario.

or such other address as the Lessor may from time to time advise by notice in writing; and in the case of the Lessee and any mortgagee addressed to the last address made known by notice in writing to the Lessor or ascertainable from reasonable examination of the records at the Registry Office. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such

notice, demand or request is served personally or if mailed as aforesaid on the second business day next following the date of such mailing, PROVIDED HOWEVER that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down of postal service or other labour dispute which affects the delivery of such notice, then such notice shall be deemed to be received when actually delivered.

22. EASEMENTS

22.01 The Lessee shall assume or accept or permit or grant whatever rights or easements as are required for hydro, fuel, telephone, cable, television, municipal or other services to adjoining lands provided that the same are not inconsistent with the Building erected on the said Lands.

23. MISCELLANEOUS

23.01 The Lessor and the Lessee agree that at any time and from time to time upon not less than thirty (30) days prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:-

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the rent and other charges have been paid and the request shall specify any charges in respect of which such information is required; and
- (c) that, so far as the maker of the statement knows, the party who requests the statement is not in default under any provisions of this Lease, or, if in default the particulars thereof.

23.02 Time shall be of the essence of this Lease, save as herein otherwise specified.

- 23.03 This Lease may not be modified or amended except by an instrument in writing of equal formality herewith executed by the Lessor and the Lessee or by the successors or assigns of the Lessor and the Lessee.
- 23.04 The captions and headings throughout this Lease are for convenience of reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.
- 23.05 It is further agreed and declared by the Lessor and the Lessee that these presents shall extend to, be binding upon and enure to the benefit of the Lessor and the Lessee and their heirs, executors, administrators, successors and assigns.
- 23.06 Building Not to be Classed as MURB
The Lessee for itself and its successors and assigns covenants and agrees that it or they shall not seek or obtain either directly or indirectly or make use of any certificate from Canada Mortgage and Housing Corporation or any other department, agency or corporation of the Government of Canada certifying any facts that would enable the Building to be classified as other than a Class 3 or Class 6 property within the meaning of Schedule B of the Income Tax Regulations of the Canada Income Tax Act.
- 23.07 Number and Gender.
In every clause herein, unless the contrary intention appears, words importing the singular number or the plural number shall include the other and words importing the masculine, the feminine or the neuter gender shall include any gender appropriate to the person, party or thing referred to.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto caused to be affixed their respective seals attested by

74281

the signatures of their respective proper officers duly authorized for such purposes this 23 day of NOV 1979.

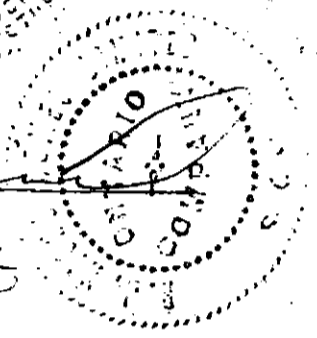
CANADA MORTGAGE AND HOUSING CORPORATION

APPROVED	
APPROUVE	
CONSENT	<i>[Signature]</i>
PROFIT	<i>[Signature]</i>

[Signature]
for: President

[Signature]
for: Vice-President

[Signature]
R. J. NICOL HOMES LIMITED
President



ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and being composed of Parts of Lot 27 on the east side of Booth Street as shown a plan registered in the Registry Office for the Registry Division of Ottawa-Carleton No. 5 as No. 7 which parts are designated as Parts 7 & 28 on a Reference Plan of Survey deposited in the said Registry Office as No. 5R-4652.

TOGETHER WITH AND SUBJECT TO the benefits and burdens hereinafter set out:

The tenants and occupants from time to time of Parts 7 & 28 on Plan 5R-4652 (hereinafter referred to as the said Reference Plan) shall have the right with their servants, agents and workmen, to enter into and upon and to pass and repass over Parts 6 & 29 and Parts 8 & 27 on the said Reference Plan at all reasonable times with equipment and machinery for the purposes only of cleaning, painting, repairing, replacing and otherwise maintaining the building situated on the said Parts 7 & 28.

Provided that the tenants from time to time of Parts 6 & 29 and Parts 8 & 27 on the said Reference Plan shall have the right to erect a building or other improvements permitted by law upon the said Parts 6 & 29 and Parts 8 & 27 and the use of the aforementioned right by the tenants of the said Parts 7 & 28 shall not constitute a nuisance, nor interfere with the use of such building or improvements nor damage such building, improvements or the land itself (including landscaping) and the person making use of the aforementioned right shall not enter into any such building but such person shall have the right of passing and repassing over the roof of the said building subject as aforesaid.

Provided that any damage to the building or improvements situated on the said Parts 6 & 29 and Parts 8 & 27 or to the land itself (including landscaping) caused by any

person, persons or corporation in the exercise or purported exercise of the said right of entry shall be repaired by and at the expense of the said tenant of the said Parts 7 & 28 and the property shall, at the expense of the tenant of the said Parts 7 & 28 be restored to the condition in which it existed immediately prior to the occurrence of the damage.

Provided that the right of entry conferred herein is subject to the express proviso that the tenants and occupants of the said Parts 6 & 29 and Parts 8 & 27 shall not be liable to the tenants and occupants of the said Parts 7 & 28 nor to any other person or persons whomsoever, in any manner whatsoever for any injury suffered by the tenants or occupants of the said Parts 7 & 28 or any other person or persons arising out of the exercise of the said right of entry, save and except only such injury as may arise directly from the negligence of the tenants or occupants of the said Parts 6 & 29 and Parts 8 & 27.

The tenants and occupants from time to time of Parts 6 & 29 and Parts 8 & 27 on Plan 5R-4652 shall have the right with their servants, agents, and workmen, to enter into and upon and to pass and repass over Parts 7 & 28 on the said Reference Plan at all reasonable times with equipment and machinery for the purposes only of cleaning, painting, repairing, replacing and otherwise maintaining the building situated on the said Parts 6 & 29 and Parts 8 & 27.

Provided that the tenants from time to time of Parts 7 & 28 on the said Reference Plan shall have the right to erect a building or other improvements permitted by law upon the said Parts 7 & 28

and the use of the aforementioned right by the tenants of the said Parts 6 & 29 and Parts 8 & 27 shall not constitute a nuisance, nor interfere with the use of such building or improvements nor damage such building, improvements or the land itself (including landscaping) and the person making use of the aforementioned right shall not enter into any such building but such persons shall have the right of passing and repassing over the roof of the said building subject as aforesaid.

Provided that any damage to the building or improvements situated on the said Parts 7 & 28 or to the land itself (including landscaping) caused by any person, persons or corporation in exercise or purported exercise of the said right of entry shall be repaired by and at the expense of the said tenant of the said Parts 6 & 29 and Parts 8 & 27 and the property shall, at the expense of the said tenant of the said Parts 6 & 29 and Parts 8 & 27 be restored to the condition in which it existed immediately prior to the occurrence of the damage.

Provided that the right of entry conferred herein is subject to the express proviso that the tenants and occupants of the said Parts 7 & 28 shall not be liable to the tenants and occupants of the said Parts 6 & 29 and Parts 8 & 29 nor to any other person or persons whomsoever, in any manner whatsoever for any injury suffered by the tenants or occupants of the said Parts 6 & 29 and Parts 8 & 29 or any other person or persons arising out of the exercise of the said right of entry, save and except only such injury as may arise directly from the negligence of the tenants or occupants of the said Parts 7 & 28.

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SUBJECT TO an easement in favour of The Bell Telephone Company
of Canada over Part(s) 7 on the said Reference Plan.

SUBJECT TO an easement in favour of The Hydro Electric Commission
of the City of Ottawa over Part(s) 28 on the said
Reference Plan.

SUBJECT TO an easement in favour of Ottawa Cablevision Limited
over Part(s) 7 on the said Reference Plan.

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Parts of Lots 27, east side of ... 10th Street, Plan 7, which parts are designated Parts 7 & 20 on a Reference Plan of Survey ... No. 5R-4652

BY (print names of all transferors in full) CANADA MORTGAGE AND HOUSING CORPORATION

TO (see instruction 1 and print names of all transferees in full) R.J. NICOL HOMES LIMITED

I, (see instruction 2 and print name(s) in full) P. Donald Rasmussen

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)) (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above - described conveyance is being conveyed;
(b) A trustee named in the above - described conveyance to whom the land is being conveyed;
(c) A transferee named in the above - described conveyance;
(d) The authorized agent or solicitor acting in this transaction for ... R.J. NICOL HOMES LIMITED (insert name(s) of principal(s))

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

(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of ... (insert name of spouse)

who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses f and g of subsection 1 of section 1 of the Act. (see instruction 3)

3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) None

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

Table with 3 columns: Description, Amount, and Total. Rows include: (a) Monies paid or to be paid in cash \$ 8000.00; (b) Mortgages (i) Assumed \$ nil; (c) Property transferred in exchange \$ nil; (d) Securities transferred to the value of \$ nil; (e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil; (f) Other valuable consideration subject to land transfer tax (detail below) \$ nil; (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (total of (a) to (f)) \$ 8000.00; (h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of The Retail Sales Tax Act, R.S.O. 1970, c. 415, as amended) \$ nil; (i) Other consideration for transaction not included in (g) or (h) above \$ nil; (j) TOTAL CONSIDERATION \$ 8000.00

ALL BLANKS MUST BE FILLED IN. INSERT "NIL" WHERE APPLICABLE

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

6. Other remarks and explanations, if necessary na

SWORN before me at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 26th day of November, 1979.

A Commissioner for taking Affidavits, etc. PAMELA D. BUCKINGHAM, A Commissioner

(signature(s))

PROPERTY INFORMATION RECORD

- A. Describe nature of instrument Lease
B. (i) Address of property being conveyed (if available)
(ii) Assessment Roll (if available)
C. Mailing address(es) for future Notices of Assessment under The Assessment Act for property being conveyed (see instruction 6) 1755 COURTLWOOD RES OTTAWA
D. (i) Registration number for last conveyance of property being conveyed (if available) NONE
(ii) Legal description of property conveyed: Same as in D. (i) above. Yes No Not Known
E. Name(s) and address(es) of each transferee's solicitor HEWITT, HEWITT, NESBITT, REID, 75 ALBERT STREET, OTTAWA, K1P 5E7 ONTARIO

For Land Registry Office use only

REGISTRATION NO. Land Registry Office No.

NS 74281

Be any Division of Ottawa-Carlton (No. 5)
I certify that this instrument is registered as of

NOV 28 1979

in the

29

Land Registry
City of Ottawa,
Ontario

J. A. ...

LAND REGISTRY

74281

e

DATED November 19, 1979.

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION

AND:

R. J. NICOL HOMES LIMITED

LEASE

HEWITT, HEWITT, NESBITT, REID,
75 ALBERT STREET, SUITE 604,
OTTAWA,
K1P 5E7
(PDR/ad)

LAND REGISTRY #

L.O.
BK. LIES. VOL. 4

002600 0000 2010 0000

THIS INDENTURE made the 7th day of September, 1984.

BETWEEN:

GRANT WALSH, Accountant, of the City of Ottawa,
in the Regional Municipality of Ottawa-Carleton,

hereinafter called the "ASSIGNOR"

OF THE FIRST PART

AND:

KAZIMIER SMOLKA, Computer Programmer, of the City
of Ottawa, in the Regional Municipality of Ottawa-
Carleton,

hereinafter called the "ASSIGNEE"

OF THE SECOND PART

WHEREAS by lease dated the 19th day of November, 1979, and registered on the 28th day of November, 1979 as Instrument No. NS 74281, made between Canada Mortgage and Housing Corporation, as Lessor, and R. J. Nicol Homes Limited, as Lessee, the said Lessor did demise unto the said Lessee the lands hereinafter described in Schedule "A" annexed hereto (hereinafter referred to as "the lands") to hold from the 1st day of November, 1979 for the term of seventy-five (75) years, for a rent in the amount of EIGHT THOUSAND (\$8,000.00) DOLLARS, payable in advance on the date of the delivery of the said lease and subject to the Lessee's covenants and agreements therein contained;

AND WHEREAS by Assignment of Lease dated the 27th day of August, 1980 and registered as Instrument No. NS 95633, the said R. J. Nicol Homes Limited did grant and assign unto France Bergeron all of its interest in the said lands, as Lessee;

AND WHEREAS by Assignment of Lease dated the 25th day of August, 1983 and registered as Instrument No. NS 209136, the said France Bergeron did grant and assign unto Grant Walsh all of her interest in the said lands, as Lessee;

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Assignee to the Assignor, the receipt whereof is hereby acknowledged and the covenants of the Assignee hereafter set forth, the Assignor doth hereby grant and assign unto the Assignee, all of his interest as Lessee in the lands together with the unexpired residue

of the said term of years and the said lease and all benefits and advantages to be derived therefrom including all of the Assignor's right, title and interest in and to all buildings constructed on the lands which shall be, subject only to the terms of the said lease, the absolute property of the Assignee during the term of the lease or any renewal thereof.

TO HAVE AND TO HOLD unto the Assignee, subject to the payment of any additional rent as therein described, and the performance and observance of the Lessee's covenants and conditions in the said lease and in this indenture.

THE Assignor covenants with the Assignee that, notwithstanding any act of the Assignor, the said lease is a good, valid and subsisting lease unamended, that the rent reserved as provided in section 4.01 of the lease in the amount of EIGHT THOUSAND-----(\$8,000.00)-----DOLLARS has been paid and the covenants and conditions therein have been duly observed and performed by the Assignor up to this date.

AND that the Assignor now has in him good right, full power and absolute authority to assign the said lands and lease and all of his right, title and interest in and to all buildings constructed on the lands, in the manner aforesaid, according to the true intent and meaning of this indenture.

AND that subject to the payment of the additional rent and the performance and observance of the Lessee's covenants and conditions in the said lease contained and hereafter set forth, the Assignee may enter into and upon and hold and enjoy the said lands and buildings for the residue of the term granted by the said lease and every renewal thereof, if any, for his own use and benefit without any interruption of the Assignor or any other person whomsoever claiming through him.

AND that the Assignor shall and will from time to time, and at all times hereafter, at the request and cost of the Assignee, execute such further assurances of the land and buildings as the Assignee shall reasonably require.

AND the Assignee covenants with the Assignor that the Assignee shall and will, from time to time during all the residue of the said term granted by the said lease and every renewal thereof, pay the additional rent at the times

and in the manner provided in the lease and perform the Lessee's covenants, conditions, agreements and provisos set forth therein and will indemnify and save harmless the Assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.

AND the Assignee further covenants with the Assignor as follows:

- (a) To maintain the grades of the land as approved by the Corporation of the City of Ottawa and Canada Mortgage and Housing Corporation and not to make or permit any alteration or variation whatsoever to the said grades nor any obstructions of the ditches, swales or drain flows on the said land without approval in writing from the Corporation of the City of Ottawa and Canada Mortgage and Housing Corporation;
- (b) To be bound by and perform the maintenance obligations (but not the installation obligations) as contained in paragraphs 8(a) and 8(b) of an agreement dated the 13th day of August, 1979, between Robert J. Nicol, In Trust, as "Developer", The Corporation of the City of Ottawa and Central Mortgage and Housing Corporation, which agreement was registered under Instrument No. NS 71241;
- (c) To abide by and be bound by the following enumerated provisions of the agreement dated August 30th, 1979, between Canada Mortgage and Housing Corporation and Robert J. Nicol, In Trust, which agreement was registered under Instrument No. NS 72291;
 - (i) Paragraph 2.12
 - (ii) Paragraph 12.01
 - (iii) Paragraph 12.02
 - (iv) Paragraph 22.01; in Schedule "C" to said Agreement.
- (d) To indemnify and save harmless the Assignor from any and all claims of every nature and kind which may be made against the Assignor as a result of the breach by the Assignee or the Assignee's heirs, executors, administrators, successors and assigns arising out of the breach of the Assignee's covenants contained in paragraphs (a), (b) and (c) aforesaid.

AND it is hereby declared and agreed that this indenture shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

And I, France Bergeron, spouse of the Said Grantor hereby consent to the transaction evidenced by this Instrument and release all my interest in the within lands, under the Provisions of Part III of the Family Law Reform Act.

SIGNED, SEALED AND DELIVERED)

in the presence of:)
Louis Blain & Hardy)
Louis Blain & Hardy)




FRANCE BERGERON

GRANT WALSH


KAZIMIER SMOLKA

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and being composed of Parts of Lot 27 on the east side of Booth Street as shown a plan registered in the Registry Office for the Registry Division of Ottawa-Carleton No. 5 as No. 7 which parts are designated as Parts 7 & 28 on a Reference Plan of Survey deposited in the said Registry Office as No. 5R-4652. TOGETHER WITH AND SUBJECT TO the benefits and burdens hereinafter set out:

The tenants and occupants from time to time of Parts 7 & 28 on Plan 5R-4652 (hereinafter referred to as the said Reference Plan) shall have the right with their servants, agents and workmen, to enter into and upon and to pass and repass over Parts 6 & 29 and Parts 8 & 27 on the said Reference Plan at all reasonable times with equipment and machinery for the purposes only of cleaning, painting, repairing, replacing and otherwise maintaining the building situated on the said Parts 7 & 28.

Provided that the tenants from time to time of Parts 6 & 29 and Parts 8 & 27 on the said Reference Plan shall have the right to erect a building or other improvements permitted by law upon the said Parts 6 & 29 and Parts 8 & 27 and the use of the aforementioned right by the tenants of the said Parts 7 & 28 shall not constitute a nuisance, nor interfere with the use of such building or improvements nor damage such building, improvements or the land itself (including landscaping and the person making use of the aforementioned right shall not enter into any such building but such person shall have the right of passing and repassing over the roof of the said building subject as aforesaid.

Provided that any damage to the building or improvements situated on the said Parts 6 & 29 and Parts 8 & 27 or to the land itself (including landscaping) caused by any person, persons or corporation in the exercise or purported exercise

of the said right of entry shall be repaired by and at the expense of the said tenant of the said Parts 7 & 28 and the property shall, at the expense of the tenant of the said Parts 7 & 28 be restored to the condition in which it existed immediately prior to the occurrence of the damage.

Provided that the right of entry conferred herein is subject to the express proviso that the tenants and occupants of the said Parts 6 & 29 and Parts 8 & 27 shall not be liable to the tenants and occupants of the said Parts 7 & 28 nor to any other person or persons whomsoever, in any manner whatsoever for any injury suffered by the tenants or occupants of the said Parts 7 & 28 or any other person or persons arising out of the exercise of the said right of entry, save and except only such injury as may arise directly from the negligence of the tenants or occupants of the said Parts 6 & 29 and Parts 8 & 27.

The tenants and occupants from time to time of Parts 6 & 29 and Parts 8 & 27 on Plan 5R-4652 shall have the right with their servants, agents, and workmen, to enter into and upon and to pass and repass over Parts 7 & 28 on the said Reference Plan at all reasonable times with equipment and machinery for the purposes only of cleaning, painting, repairing, replacing and otherwise maintaining the building situated on the said Parts 6 & 29 and Parts 8 & 27.

Provided that the tenants from time to time of Parts 7 & 28 on the said Reference Plan shall have the right to erect a building or other improvements permitted by law upon the said Parts 7 & 28 and; the use of the aforementioned right by the tenants of the said Parts 6 & 29 and Parts 8 & 27 shall not constitute a nuisance, nor interfere with the use of such building or improvements nor damage such building, improvements or the land itself (including landscaping) and the person making use of the aforementioned right shall not enter into any such building but such persons shall have the right of passing and repassing over the roof of the said building subject as

aforesaid.

Provided that any damage to the building or improvements situated on the said Parts 7 & 28 or to the land itself (including landscaping) caused by any person, persons or corporation in exercise or purported exercise of the said right of entry shall be repaired by and at the expense of the said tenant of the said Parts 6 & 29 and Parts 8 & 27 and the property shall, at the expense of the said tenant of the said Parts 6 & 29 and Parts 8 & 27 be restored to the condition in which it existed immediately prior to the occurrence of the damage.

Provided that the right of entry conferred herein is subject to the express proviso that the tenants and occupants of the said Parts 7 & 28 shall not be liable to the tenants and occupants of the said Parts 6 & 29 and Parts 8 & 27 nor to any other person or persons whomsoever, in any manner whatsoever for any injury suffered by the tenants or occupants of the said Parts 6 & 29 and Parts 8 & 27 or any other person or persons arising out of the exercise of the said right of entry, save and except only such injury as may arise directly from the negligence of the tenants or occupants of the said Parts 7 & 28.

SUBJECT TO an easement in favour of The Bell Telephone Company of Canada over Part(s) 7 on the said Reference Plan.

SUBJECT TO an easement in favour of The Hydro Electric Commission of the City of Ottawa over Part(s) 28 on the said Reference Plan.

SUBJECT TO an easement in favour of Ottawa Cablevision Limited over Part(s) 7 on the said Reference Plan.

AFFIDAVIT OF SUBSCRIBING WITNESS

AMENDED MARCH 1972

I, Louise Belanger-Hardy
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at Ottawa by Grant Walsh and France Bergeron

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the
City of Ottawa, in the Regional
Municipality of Ottawa-Carleton
this 10th day of September 19 84

Louise Belanger Hardy

Susan Davis

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC. SUSAN RITA DAVIS, a Commissioner for taking Affidavits, Judicial District of Ottawa-Carleton, Para-Legal, for Scott & Ayles, Barristers and Solicitors. Expires February 4, 1985.

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

March 1978 WE ~~WAS~~ GRANT WALSH and France Bergeron
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

*If attorney see footnote

make oath and say: When ~~I~~ we executed the attached instrument,

we ~~was~~ ~~was~~ were at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

Strike out inapplicable clauses.

~~a) I was~~ ~~XXXXXX~~
b) We were spouses of one another
~~c) We were spouses of one another.~~

X) ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXX~~
France Bergeron was my spouse

- ~~d) (i) The property described in the attached instrument or writing has never been occupied by myself and my spouse as our matrimonial home~~
- ~~(ii) The property described in the attached instrument or writing is not designated under section 41 of The Family Law Reform Act, 1978, and an instrument designating another property as the matrimonial home of myself and my spouse is registered under said section 41 and not cancelled.~~
- ~~(iii) My spouse has released all rights under Part III of The Family Law Reform Act, 1978 by a separation agreement.~~

(SEVERALLY) SWORN before me at the
City of Ottawa in the Regional
Municipality of Ottawa-Carleton
this 10th day of September 19 84

Grant Walsh
GRANT WALSH
France Bergeron
France Bergeron

Louise Belanger Hardy
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Note: Where affidavit made by an attorney, substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status), and (if applicable, name of other spouse) within the meaning of section 1(f) of The Family Law Reform Act, 1978 and when he/she executed the power of attorney, he/she had attained the age of majority". If any of clauses d(i), d(ii) or d(iii) is applicable, this affidavit may not be made by an attorney.

Affidavit - Planning Act

IN THE MATTER OF THE PLANNING ACT (as amended)

AND IN THE MATTER OF THE TITLE TO Part Lot 27, East side of Booth Street,
Plan 7, City of Ottawa, being Parts 7 and 28
on Plan 5R-4652

Deed, Mortgage,
Partial
Discharge of
Mortgage,
Lease, Transfer,
Charge, etc.

AND IN THE MATTER OF A Assignment of Lease

THEREOF, FROM Grant Walsh

TO Kazimier Smolka

DATED September 7th 1984 .

I, GRANT WALSH

of the City of Ottawa in the Regional Municipality
of Ottawa-Carleton

MAKE OATH AND SAY AS FOLLOWS:

1. I am

the Assignor named in the above mentioned Instrument, and have
knowledge of the matters hereinafter sworn.

2. A consent under section 49 of the Planning Act, as amended, in respect of the said
Instrument is not required because

Delete (a)
if not
applicable

(a) *the person conveying or otherwise dealing with land in the said Instrument does not
retain the fee or the equity of redemption in, or a power or right to grant, assign or
exercise a power of appointment with respect to any land abutting the land that is being
conveyed or otherwise dealt with.*

State
other
reason
if any

(b)

SWORN before me

at the City of Ottawa

in the Regional Municipality of Ottawa-
Carleton

this 10th

day of September

1984 .


GRANT WALSH

Walter Blamsey Hardy

257144

NO. 842 COMBINED

AFFIDAVIT OF SUBSCRIBING WITNESS
AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

UNITED STATIONERY CO. LTD., LEGAL FORM DEPT
30 PRODUCTION DRIVE, SCARBOROUGH

AFFIDAVIT OF SUBSCRIBING WITNESS

AMENDED MARCH 1972

I, RONALD TOMOSK
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at Ottawa by Kazimier Smolka

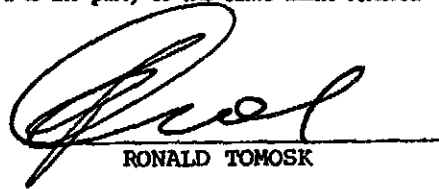
*See footnote

*See footnote


I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the

City of Ottawa, in the Regional
Municipality of Ottawa-Carleton
this 10th day of September 19 84



RONALD TOMOSK



LINDA LEA LYON, a Commissioner for
Taking Affidavits, Judicial District of
Ottawa-Carleton, for Tomosk, Peart &
Johnston, Barristers and Solicitors.

When a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add
Exp. of the instrument and then read to him and he appeared fully to understand it. Where executed under a power of attorney
insert "(name of attorney) as attorney for (name of party)"; and for last clause substitute "I verily believe that the person whose
signature I witnessed was authorized to execute the instrument as attorney for (name)".

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

March 1978

I/WE KAZIMIER SMOLKA
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

*If attorney
see footnote

make oath and say: When I executed the attached instrument,

I/WE was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

Strike out
to apply side
clause

a) I was not a spouse.

~~XXXXXXXXXXXXXXXXXXXXXXXX~~

~~xxxx~~

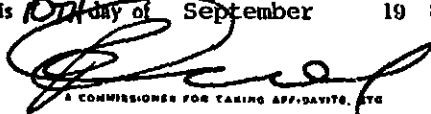
~~XXXXXXXXXXXXXXXXXXXX~~

- ~~d) (i) The property described in the attached instrument or writing has never been occupied by myself and my spouse as our matrimonial home~~
- (ii) The property described in the attached instrument or writing is not designated under section 41 of The Family Law Reform Act, 1978, and an instrument designating another property as the matrimonial home of myself and my spouse is registered under said section 41 and not cancelled.
- (iii) My spouse has released all rights under Part III of The Family Law Reform Act, 1978 by a separation agreement.

(SEVERALLY) SWORN before me at the
City of Ottawa, in the Regional
Municipality of Ottawa-Carleton
this 10th day of September 19 84



KAZIMIER SMOLKA



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Note: Where affidavit made by an attorney, substitute: "When I executed the attached instrument as attorney for (name), he/she was (spouse) status, and if applicable, name of other spouse; within the meaning of section 1(f) of The Family Law Reform Act, 1978 and when he/she executed the power of attorney, he/she had attained the age of majority". If any of clauses d(i), d(ii) or d(iii) is applicable, this affidavit may not be made by an attorney.

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part Lot 27, Plan 7, City of Ottawa, being Parts 7 and 28 on Plan 5R-4652

BY (print names of all transferors in full) Grant Walsh 257144

TO (see instruction 1 and print names of all transferees in full) Kazimier Smolka

I. (see instruction 2 and print name(s) in full) Kazimier Smolka

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for...
(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for...
(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of...

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act. (see instruction 3)

3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) N/A

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

Table with 3 columns: Description, Amount, and Total. Rows include: (a) Monies paid or to be paid in cash \$104,000.00; (b) Mortgages (i) Assumed nil, (ii) Given back to vendor nil; (c) Property transferred in exchange nil; (d) Securities transferred nil; (e) Liens, legacies, annuities and maintenance charges nil; (f) Other valuable consideration nil; (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (total of (a) to (f)) \$104,000.00; (h) VALUE OF ALL CHATTELS nil; (i) Other consideration for transaction not included in (g) or (h) above \$104,000.00; (j) TOTAL CONSIDERATION \$104,000.00

ALL BLANKS MUST BE FILLED IN. INSERT "NIL" WHERE APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) not applicable

6. If the consideration is nominal, is the land subject to any encumbrance? No

7. Other remarks and explanations, if necessary not applicable

SWORN before me at the City of Ottawa in the Regional Municipality of Ottawa-Carleton this 10th day of September 19 84

K. Smolka (Signature(s))

A Commissioner for taking Affidavits, etc.

PROPERTY INFORMATION RECORD

- A. Describe nature of instrument Assignment of Lease
B. (i) Address of property being conveyed (if available) 213 Booth Street, Ottawa, Ontario
(ii) Assessment Roll # (if available) not available
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 6) 213 Booth Street, Ottawa, Ontario
D. (i) Registration number for last conveyance of property being conveyed (if available) NS209136
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes [x] No [] Not Known []
E. Name(s) and address(es) of each transferee's solicitor Ronald Tomosk 470 Somerset Street West Ottawa, Ontario, K1R 5J8

For Land Registry Office use only
REGISTRATION NO.
LAND REGISTRY OFFICE NO.
REGISTRATION DATE

257144

NS257144

DATED: September 7th, 1984.

PROPERTY OF THE
LAND REGISTRY OFFICE

NS257144

GRANT WALSH

- to -

KAZIMIER SMOLKA

213 Booth Street,
Ottawa, Ontario

REGISTERED AS OF
OF OTTAWA-CALLETON (40.31
#3064 LFEE 652.00
#3054 RFEE 16.00
10SEP84 AA 3064 13.45

84 SEP 10 P1:48
IN THE LAND REGISTRY AT
OTTAWA, ONTARIO
LAND REGISTRY

LAND REGISTRY # 5

CK	①
A35	BK-CEB.4

ASSIGNMENT OF LEASE

[Signature]
TOMOSK, PEART & JOHNSTON (RT)
Barristers and Solicitors
470 Somerset Street West
Ottawa, Ontario
K1R 5J8

R.O. BOX 252

PROPERTY DESCRIPTION: PT LT 27, PL 7 , PARTS 7 & 28 , 5R4652; S/T THE INTEREST, IF ANY AS IN NS82099 ; S/T NS82100 OTTAWA/NEPEAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK 7LEB

PIN CREATION DATE:

1996/06/24

OWNERS' NAMES

CENTRAL MORTGAGE AND HOUSING CORPORATION

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/06/24**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/06/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1996/06/24 **</p>						
5R3279	1977/12/23	PLAN REFERENCE				C
NS41965	1979/01/11	NOTICE			THE CORPORATION OF THE CITY OF OTTAWA	C
<p>REMARKS: AGREEMENT CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'AGREEMENT' TO 'NOTICE' ON 2001/02/16 BY DRAG TRICKOVIC.</p>						
NS60687	1979/07/26	TRANSFER	\$1,750,000		CENTRAL MORTGAGE AND HOUSING CORPORATION	C
NS60687Z	1979/07/26	REST COV APL ANNEX				C
5R4492	1979/08/21	PLAN REFERENCE				C
NS71241	1979/10/25	AGREEMENT			THE CORPORATION OF THE CITY OF OTTAWA	C
5R4652	1979/10/31	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #4

04111-0008 (LT)

PREPARED FOR Kerihamel
ON 2023/11/14 AT 09:08:47

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
NS72291	1979/11/02	AGREEMENT				C
NS74281	1979/11/28	LEASE			R. J. NICOL HOMES LIMITED	C
NS82099	1980/03/21	AGREEMENT <i>REMARKS: EASEMENT</i>			THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF OTTAWA	C
NS82100	1980/03/21	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA OTTAWA CABLEVISION LIMITED	C
NS257144	1984/09/10	ASSIGNMENT LEASE <i>REMARKS: NS74281</i>			SMOLKA, KAZIMIER	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.