

B-281016

B-281016

DATED: JULY 15th, A.D. 1970.

10.53

A.

26th

February

71

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TARTU COLLEGE

and

Section M-2

STUDENT MANAGEMENT
SERVICES LIMITED

W. J. Laiter

OFFICE

NOTICE OF L E A S E

PETER ZINKO,
Barrister and Solicitor,
1728 Queen Street West,
Toronto 3, Ontario.

RECEIVED OFFICE

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THE LAND TITLES ACT

APPLICATION TO REGISTER DEED OF LEASE
SECTION 109 SUBSECTION 1

TO: THE MASTER OF TITLES AT TORONTO

STUDENT MANAGEMENT SERVICES LIMITED being interested in the lands entered in the Register for Section M-2 Toronto as Parcel Numbers 2-2 and 3-1 of which Tartu College is the registered owner, by reason of the Lease produced herewith, applies to you to register for the said Parcels, Notice of a Lease dated the 15th day of July, 1970, made between Tartu College as the Lessor and Student Management Services Limited as the Lessee for the term of fifty (50) years.

The evidence in support of this Application consists of:

1. The original lease or a copy thereof, attached hereto.

The address of the Applicant for service is :

Student Management Services Limited, 39 Prince Arthur Avenue,
Toronto, Ontario.

Tartu College, the owner of the lands concurs in this Application.

DATED AT TORONTO this 28th day of September, 1970.

STUDENT MANAGEMENT SERVICES
LIMITED, by its Solicitor,


PETER ZINKO

Tartu College, the registered owner of the said lands hereby concurs in this application and consents to its registration.

TARTU COLLEGE by its Solicitor,


PETER ZINKO

C O N S E N T

CENTRAL MORTGAGE AND HOUSING CORPORATION having the first mortgage interest in the lands and premises municipally known as 310 Bloor Street West, Toronto, which lands and premises are registered in the Office of Land Titles at Toronto, namely: Firstly: under Parcel 2-2 and under Parcel 3-1, both for Section M-2 Toronto, HEREBY CONSENTS AND APPROVES to the leasing of the commercial space in the said premises, being about three thousand five hundred and seventy-seven (3,577) square feet, by Tartu College to Student Management Services Limited in the terms and conditions as set out in the Indenture of Lease made between the said Tartu College and the said Student Management Services Limited, dated the 15th day of July, 1970. But this consent and approval shall not be deemed to authorize any further or other assignment or sub-letting of the said demised premises, without our further approval.

DATED AT TORONTO this 31 day of August, A.D.. 1970.

CENTRAL MORTGAGE AND HOUSING CORPORATION

by


E.T. CONNELL

*Edmund Waldin, Trustee, hereby consent to the
registration of the 1000th lease.
Signed at Toronto this 26th day of February, 1971.
Edmund Waldin,
Trustee.*

THIS INDENTURE of Agreement made this Fifteenth day of July,
A.D., 1970.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT

BETWEEN:

TARTU COLLEGE, a Company incorporated
under the laws of the Province of Ontario, with
Head Office in the City of Toronto,

hereinafter called the LANDLORD OF THE FIRST PART;

- and -

STUDENT MANAGEMENT SERVICES LIMITED,
a Company incorporated under the laws of the
Province of Ontario, with Head Office in the
Municipality of Metropolitan Toronto,

hereinafter called the TENANT OF THE SECOND PART.

WHEREAS the Tenant is desirous of leasing, from the Landlord, the
premises outlined in Green on Schedule "A" attached hereto on the terms and
conditions hereinafter set forth, which premises are hereinafter more
particularly described;

Premises

WITNESSETH:

1. That in consideration of the sum of ONE DOLLAR (\$1.00) now paid by
the Tenant to the Landlord, and other good and valuable consideration paid
by the Tenant to the Landlord (the receipt of which is hereby acknowledged)
and in consideration of the rents, covenants and agreements hereinafter
reserved and contained on the part of the Tenant to be paid, observed and
performed, the Landlord does hereby lease: ALL THOSE CERTAIN PREMISES
excluding any part of the external wall known and described as follows:

being about the three thousand five hundred and seventy-seven (3,577)
square foot space in the south west section on the first floor of the real property
municipally known as #310 Bloor Street West, in the City of Toronto, in the
County of York, which area or space has been outlined in green in the plan
attached hereto and marked as Schedule "A", all of which premises are herein-
after referred to as " the demised premises " together with the right to the
Tenant, its successors, assigns and sub-tenants, at all times to pass along that
part of the said real property of #310 Bloor Street West, together with the
Landlord and other tenants or occupants in the said Landlord's premises having
the like right, and being a corridor to the East of the demised premises and a
corridor from the aforementioned corridor to the loading dock at the rear of the
said real property both as outlined in red on the said plan marked Schedule "A"

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and attached hereto which leased and demised premises are registered in the Office of Land Titles at Toronto, namely: Firstly: under Parcel 2-2 for Section M-2, Toronto, and Secondly: under Parcel 3-1 for Section M-2, Toronto

Term

2. TO HAVE AND TO HOLD the demised premises subject as herein provided for a term of fifty (50) years, to be computed from the 1st day of August, 1970, and from thenceforth ensuing and to be completed and ended on the 31st day of July, 2020.

3. (a) YIELDING AND PAYING therefore yearly in advance during the said term hereby granted unto the Landlord, its successors and assigns, an annual rent in the sum of ONE DOLLAR (\$1.00) per year for the demised premises, to be payable on the 1st day of August in each year during the term hereby demised, at 310 Bloor Street West, in the said City of Toronto, or at such other place as the Landlord may hereafter from time to time direct in writing. The first of such payments to become due and payable on the 1st day of August, 1970.

Rent

(b) AND YIELDING AND PAYING therefore unto the Landlord, its successors and assigns, as additional rent and with the same rights and remedies in respect to the recovering thereof as in the case of fixed rent in arrears, the monies and other costs, charges and expenses as hereinafter provided to be paid by the Tenant, on the several dates and times when same become due and payable.

Tenant's
Covenants
Use

4. THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS:

(a) To use the demised premises for offices or banking facilities. In addition to the foregoing, the demised premises may be used for such other use as may be permitted by municipal by-law and regulations, provided that such additional or alternative use is approved by the Landlord, which approval shall not be unreasonably withheld, save for such uses as hereinafter are specifically prohibited. Notwithstanding the foregoing, the demised premises shall not be used for the purpose of catering facilities, restaurant, night club, fraternity hall or laundry;

(b) To pay rent and other charges as set forth herein;

Payment
of Taxes

(c) (i) To pay, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all taxes, rates, duties, assessments and local improvements, that may be levied, rated, charged or assessed against the demised premises and all equipment and facilities thereon and therein and any property on the demised premises owned or brought thereon by the Tenant or by any or every of its sub-tenants, and every tax and licence fee in respect of any and every business carried on thereon, or in respect of the occupancy of

the demised premises or by any or every of its sub-tenants or assigns, whether such taxes, rates, duties, assessments and licence fees (all of which are hereinafter referred to as " impositions ") are charged by any municipal, parliamentary or other body during the term of this lease, provided however, that if, by law, any such imposition is payable, or may at the option of the taxpayer be paid by instalments; (whether or not interest shall accrue on the unpaid balance of such imposition) the Tenant shall pay the sum (and any interest on the unpaid balance of such imposition) in instalments as the same respectively become due and before any fine, penalty or cost may be added thereto ^{due} to the non-payment of such instalment and interest.

(ii) Should the demised premises not be separately assessed for the purpose of the aforesaid impositions and should such impositions be part of the impositions of the building of which the demised premises forms a part, then the Tenant shall pay a proportionate cost of the impositions assessed, levied, charged or rated against the building of which the demised premises forms a part in the proportion that the number of square feet of the demised premises bears to the number of square feet of the building of which the demised premises forms a part.

(d) That it will exhibit to the Landlord, within thirty (30) days after the Landlord's written demand, copies of official receipts of the appropriate taxing authority or other proof satisfactory to the Landlord, certifying payment thereof as contemplated by Paragraph (c) heretofore.

(e) Notwithstanding anything contained in this lease to the contrary, the Tenant shall have the right to contest the amount or validity of any imposition or with respect to ^{on} the demised premises by appropriate legal proceedings, which proceedings shall be conducted promptly by the Tenant (the Landlord hereby agrees to join in such proceedings if the Tenant so requests) at the Tenant's expense and free of all expense to the Landlord, and the Tenant agrees to post reasonable security with the Landlord, Such tax litigation, however, shall not be deemed or considered in any way as relieving, modifying or extending the Tenant's covenant to pay such imposition at the time or in the manner as in this lease provided unless the legal proceedings shall operate to prevent the collection of the imposition so contested.

If the Landlord shall receive any statement or notice relative to any impositions or declaring such impositions to be due, the Landlord shall promptly, on the receipt thereof, deliver the same to the Tenant.

(f) (i) The Tenant, at its own expense, shall keep at all times and maintain

Repairs

the demised premises in good repair and condition such as a careful and prudent owner would, including the plumbing and electrical wiring; structural defects, damage by fire, lightning and tempest, earthquake, war, acts of God, or the Queen's enemies, riots, civil commotions, insurrection, impact by vehicles or aircraft, explosion, any other casualty against which the Landlord is insured, ~~excepted by the negligence of the Tenant~~ damage by the elements of nature, repairs to the outside of the exterior walls, reasonable wear and tear and those matters which the Landlord has specifically covenanted herein to repair, only excepted.

(ii) The Tenant shall keep and maintain the demised premises in a clean and tidy manner.

(iii) The Tenant shall repair those matters which the Tenant is hereinbefore obligated to repair upon written notice by the Landlord.

Insurance

(g) The Tenant further covenants with the Landlord, to pay to the Landlord, its proportionate share (in the proportion that the demised premises bears to the building of which the said demised premises forms a part) of all expenses incurred by the Landlord;

SW for the insurance premium of all insurance as maintained by the Landlord for the full insurable value against loss or damage by fire and other casualties to the buildings, boiler pressure apparatus and heating system and equipment, which insurance shall have extended coverage endorsement. Provided and it is distinctly understood that in the case of the business of the Tenant becoming of such a nature as to increase the insurance risk or causing the Landlord or other occupants of the said building to pay an increased rate of insurance premiums, the Tenant will from time to time pay to the Landlord the full increased amount of insurance premiums, which the Landlord and other occupants of the building have to pay in consequence thereof. Provided further that the Tenant covenants that it will not carry on or permit to be carried on any business in the demised premises which may make void or voidable any insurance held by the Landlord or other occupants of the said building. Such insurance policies shall stipulate the Landlord and the Tenant and the Tenant's sub-tenants from time to time as named insureds and which policy shall contain a waiver of subrogation endorsement with respect to the Tenant and the Tenant's sub-tenants from time to time;

(h) If at any time the Tenant feels that the foregoing classes of insurance

are not for full insurable value and are inadequate to reasonably protect the Landlord and the Tenant, or the said insurance coverages or premiums are unreasonably high, then the Tenant may apply to a Judge of the Supreme Court of Ontario to determine that and what amounts of insurance should be obtained for the reasonable protection and such insurance as the Judge may determine shall thereupon be placed by the Landlord, and the proportionate share or shares of premiums shall be determined as hercinbefore set out.

Public
Liability
& Property
Damage
Insurance

5. The Tenant further covenants with the Landlord to carry and maintain, at the Tenant's expense, general and public liability insurance protecting any and all claims for damages to person or property or for loss of life or of property, occurring upon, in or about the building or the demised premises, such insurance to offer immediate protection to the limit of not less than Two Hundred Thousand Dollars (\$200,000.00) in respect of bodily injury or death of any one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect of any one occurrence and to the limit of not less than Two Hundred Thousand Dollars (\$200,000.00) property damage per occurrence.

Insurance
Risk

6. The Tenant agrees that it will not do or permit anything to be done on the demised premises which would result in the cancellation of the insurances hereinbefore mentioned (carried or maintained by either the Landlord or by the Tenant) and also agrees that if such insurance is cancelled by reason of anything done on the demised premises, then this lease shall forthwith terminate and the Landlord may immediately re-enter and take possession of the demised premises should the Tenant not cease such use as would cause such insurance cancellation within forty-eight (48) hours of the Landlord's written notice to the Tenant to cease such use.

7. The Tenant agrees that it will make all payments hereunder, forthwith upon receiving a notice from the Landlord, for part of which the Tenant is hereunder responsible, and immediately upon the Tenant receiving a notice of apportionment of costs and expenses as allowed hereunder, all such payments hereunder shall be deemed to be part of the rent reserved under the lease herein and all remedies available to the Landlord relating to rent, both under this lease and at law, shall apply hereto. Where the notice relates to demand for payment, for which the Tenant is in part responsible as hercin provided, such notice shall contain details of the basis upon which the Landlord has calculated the Tenant's proportionate share.

8. The Tenants agrees to quit and vacate the demised premises at the

expiry of the term hereof or other sooner termination hereof, and surrender and yield and deliver up the demised premises to the Landlord, in a clean condition, in a good repair such as a careful and prudent owner would, including the plumbing and electrical wiring; structural defects, damage by fire, lightning and tempest, earthquake, war, acts of God, or the Queen's enemies, riots, civil commotions, insurrection, impact by vehicles or aircraft explosion, any other casualty against which the Landlord is insured, ~~except~~ *Sw.* ~~except by the negligence of the Tenant~~, damage by the elements of nature, repairs to the outside of the exterior walls and reasonable wear and tear only excepted.

9. The Tenant further covenants not to do or omit or permit to be done or omitted, upon the demised premises, or the said building, anything which shall be or result in a nuisance.

Mechanics'
Liens

10. The Tenant agrees, throughout the term of this lease, at its expense, to cause any and all Mechanics' Liens claimed in respect of the demised premises, for work, labour, services or materials ordered by it or any of its sub-tenants for the cost of which it may be in any way obligated, to be discharged and indemnify and save the Landlord harmless from any and all claims which may arise under any contract entered into by the Tenant in respect of the demised premises.

11. The Tenant further covenants and agrees that it will not assign or sub-let without leave of the Landlord, and before approval of each and every assignee or sub-lettee has been approved by the Central Mortgage and Housing Corporation or its assigns, provided however, that such consent and approval shall not be unreasonably withheld.

Business
Tax,
Heating and
Other
Utility
Charges

12. To pay all its business taxes and all charges or costs for the consumption of water, heat, electricity and gas, and any other utility charges as and when due and payable as may be used or consumed on the demised premises. If the foregoing are not separately metered for the Tenant's space then the Tenant will pay to the Landlord a proportionate cost of the foregoing in proportion that the demised premises bears to the building of which the demised premises forms a part:

Indemnifi-
cation

13. The Tenant covenants that it will indemnify and keep the Landlord indemnified and save it harmless of and from all liabilities, fines, damages, costs, claims, demands, suits or actions for which the Landlord shall or may become liable or suffer arising out of:

(i) Any breach, violation or non-performance of any covenant, term, condition, agreement or proviso in this lease set forth and contained

- on the part of the Tenant, to be fulfilled, kept, observed or performed;
- (ii) Any damage to the property of the Tenant, any tenant of the Tenant, licensee, invitee or other occupants of the demised premises and all persons claiming through or under the Tenant, them or any of them or damage to any other property, occasioned by the use and occupation of the demised premises and the building of which the demised premises forms a part, save where caused by or attributable to the negligence of the Landlord, its servants or agents, or the Landlord's other tenants of the building of which the demised premises forms a part.
 - (iii) Any injury or death resulting from, occasioned to, or suffered by any person or persons at any time, occurring in or about the demised premises, saving where caused by or attributable to the negligence of the Landlord, its servants or agents, or the Landlord's other tenants.
 - (iv) Such indemnification in respect of any such breach, violation or non-performance, damage to the property, injury or death occurring during the term of this lease, shall survive any termination of this lease, anything in this lease to the contrary notwithstanding.

14. To permit the Landlord at all reasonable times to enter and view the state of repairs of the demised premises and the building.

Distress

15. All goods, chattels and the property of the Tenant from time to time on the demised premises or in the said building shall be subject to distress for rent, and the Tenant irrevocably waives and renounces the benefit of any present or future legislation taking away or diminishing the Landlord's right to distress. If at any time, the Tenant shall remove or attempt to remove any goods or chattels during the term of this lease, and whether or not any payment of rent is due, the Landlord may, without notice to the Tenant, forthwith distrain upon all goods then on the said premises or building, in addition to any other remedies provided by this indenture.

Signs and
Billboards

16. It is hereby understood and agreed that the Tenant, its assigns and sub-tenants shall have no right to erect, paint, display, maintain any billboards or advertising matters or signs of any kind on the exterior wall on the building herein demised, or on the walls of the building of which the demised premises forms a part, saving and excepting the signs at the entrances to the demised premises as approved first in writing by the Landlord, and which signs shall remain the property of the Tenant and shall be taken down by the Tenant upon the termination of the term hereof, and removed by the Tenant, first making good all damage occasioned to the building by the taking down and removal thereof. Should the Tenant fail to remove the sign and repair the

damage as aforesaid, the Landlord may do same and the Landlord's cost in doing same shall be reimbursed by the Tenant to the Landlord.

Bankruptcy
or
Insolvency

17. The Tenant agrees that if the term hereby granted or the goods and chattels of the Tenant or any assignee ~~(or sub-tenant)~~ shall at any time be seized or taken in execution or attachment, or if the Tenant or any assignee ~~or sub-tenant~~ shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent or make a proposal to its creditors pursuant to then existing bankruptcy legislation, or without the consent of the Landlord first being obtained in writing, shall make a sale, under the Bulk Sales Act, in respect of goods on the premises, or being a Company shall proceed to become subject to any legislative enactment relating to liquidation or wind-up, either voluntary or compulsory, the said term shall immediately become forfeited and void, and an amount of monies equivalent to the next ensuing three (3) months' impositions as hereinbefore described and other duties hereunder shall be paid at once as proportioned and estimated by the Landlord and demanded in writing from the Tenant.

18. The Tenant covenants further to give to the Landlord prompt notice of any accident to or defect in the water or other pipes, the heating system, electric light or other wires, and generally the said premises and anything connected therewith, ^{when it has knowledge about same} unless otherwise expressly provided, there shall be no obligation on the part of the Landlord to repair or make good any such matters.

Landlord's
Covenants

19. THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:

- (i) Provided the Tenant pays the rent hereby reserved and performs the covenants herein on the Tenant's part contained to be performed, the Tenant shall and may peacefully possess and enjoy the said demised premises for the term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under the Landlord.
- (ii) The Landlord will keep the heating plant and system in good working order at the Landlord's cost in order to heat the demised premises;
- (iii) The Landlord shall pay all realty taxes, assessments, levies, rates and local improvements levied, rated or assessed against the lands and building of which the demised premises forms a part and shall keep same in good standing at all times (the foregoing shall not relieve the Tenant of its responsibility for ~~taxes~~ impositions as hereunder contemplated);
- (iv) The Landlord shall keep and maintain, free of ice, snow and debris, the sidewalks and steps outside of and leading to the entrances of the demised premises and the building of which the demised premises forms a part, at the cost of the Landlord;

(v) The Landlord shall keep the electrical system in the building in which the demised premises are situate in good working order at all times, at the Landlord's cost, and shall ensure that the said system is available to the said Tenant at all times. except that the Landlord shall not be responsible to repair the electrical system within the demised premises where such repair is required as a result of the Tenant's use.

(vi) The Landlord shall repair, at the Landlord's cost, all structural defects from time to time including, without limitation, the outside of the exterior walls and structural defects to the floor (except for surface floor covering) save where such repairs are required as a result of any act of the Tenants, its servants, agents or assigns, in which event the Tenant shall pay the cost of such repairs.

20. (a) This lease and the term and estate hereby granted are subject to the limitation that:

(i) Whenever the Tenant shall default in the payment of the annual rent as provided for in Paragraph 3 hereof and such default shall continue for ten (10) days after the date on which the same becomes due; or

(ii) Whenever the Tenant shall default in the payment of impositions or any sum covenanted to be paid by the Tenant to the Landlord hereunder (other than the aforesaid annual rent) on any date upon which the same ought to be paid and if such default shall continue for ten days; or

(iii) Whenever the Tenant shall do, or shall fail to keep or perform any of the other covenants, agreements, terms or provisions contained in this lease, which on the part of, or on behalf of, the Tenant is to be kept or performed, for a period of twenty days;

Sw. (iv) Then, and from thenceforth, it shall and may be lawful to and for the Landlord, ^{✓ to enter} into and upon the said demised premises and every part thereof in the name of the whole, to re-enter and the same to have again, re-possess and enjoy as in its former estate, and the Tenant and all and every other occupier thereof from thenceforth utterly to expel and remove and put out, anything in these presents to the contrary in anywise notwithstanding, /and thenceforth ^{-subject to Paragraph # 21} these presents shall be utterly void in accordance with the terms thereof.

Sw. 21. Provided further, however, that the above mentioned rights of re-entry or forfeiture shall not be enforceable by action, entry or otherwise unless the Landlord shall serve upon the Tenant, in the case of rent in arrears or impositions in arrears, or any sum covenanted to be paid by the Tenant to the Landlord hereunder in arrears, a Notice of the arrears requiring payment thereof forthwith, and in the case of any covenant or condition in this lease other than //

the provisos in respect of the payment of rent or impositions or any sum covenanted to be paid by the Tenant to the Landlord, a Notice specifying the particular breach complained of and if the breach is capable of remedy, requiring the Tenant to remedy the breach and if it is not capable of remedy, the Tenant shall make compensation in money for the breach and if the Tenant, or its assignees or sub-tenants as aforesaid should fail to pay the arrears of rents, impositions or any sums covenanted to be paid by the Tenant to the Landlord within twenty (20) days after such notice and in the case of breach of covenant or condition in the lease, within reasonable time thereafter to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money for the breach, then the aforementioned right of re-entry shall be enforceable as aforesaid.

Partitions

22. That if the Tenant, during the said term at any time desires to erect partitions, counters or fixtures, or make any improvements or alterations upon the demised premises, or install office machinery and equipment in any part of the walls or floors, it may do so at its own expense, at any time, and from time to time, provided that the Tenant's rights to make such alterations, improvements and installations to the demised premises shall be subject to the following conditions:

- (a) That before making or undertaking any such alterations, improvement or installation, the Tenant shall submit to the Landlord plan or plans showing the proposed alteration, improvement or installation and shall *Sw.* not proceed with it or them before the approval ~~of the Architect~~ of the Landlord has been obtained; which approval shall not be unreasonably withheld; *Sw.*
- (b) That all such alterations, improvements and installations shall conform to all municipal building by-laws in force and affecting the demised premises;
- (c) That such alterations, improvements and installations will not be of such a kind or extent as to in any way or manner weaken the structure of the building after the alteration, improvements or installations are completed or reduce the value of the building;
- (d) That notwithstanding the fact that the Tenant's property may be erected, affixed or installed in such a manner that, but for this provision, same would constitute a part of the demised premises, the Tenant's property shall nevertheless be and remain the property of the Tenant, and may be *Sw.* removed by the Tenant during and/or the expiration of the term of this *at*

lease or at the earlier termination as hereinafter provided;

(e) That, at the expiration of the term hereby granted, or the earlier termination of the lease herein, all fixtures belonging to the Tenant or the Tenant's sub-tenant(s) shall forthwith be taken down and removed by the Tenant from the demised premises provided the Tenant makes good all damage occasioned to the demised premises by the taking down and removal thereof. Should the Tenant fail to remove or take down its fixtures and make good any damages occasioned thereby, then the Landlord may do same and the Landlord's cost in doing same shall be reimbursed by the Tenant to the Landlord;

(f) The Tenant shall have the right to maintain the front and rear entrance as they presently exist.

23. If, upon the determination of this lease by effluxion of time, the Landlord permits the Tenant to remain in possession of the demised premises and accepts rent in respect thereof, a tenancy from year to year or otherwise shall not be created by implication of law, and the Tenant shall be deemed to be a monthly tenant only, at the then current rent for similar commercial properties, and otherwise upon the covenants, agreements and provisos herein contained.

EW 24. Any condoning, excusing or overlooking by the Landlord or the Tenant of any breach or non-observance by the other at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, nor so as to defeat or affect in any way the rights of the Landlord or the Tenant hereunder in respect of any such continuing or subsequent default, breach or non-observance and all rights and remedies herein contained on the Landlord's or the Tenant's part shall be deemed to be cumulative and not alternative.

EW 25. Upon the termination of this lease by passage of time, the parties shall pro-rate, adjust, apportion and allow between themselves all items of rent, taxes, water rates, insurance and electricity to the intent and purpose that the Tenant shall bear the burden thereof and receive the benefit thereof only until it shall deliver up possession of the demised premises on the termination of the lease or on the expiry of any holding over and not afterwards.

26. Except as herein provided no surrender of this lease by the Tenant shall be valid unless accepted in writing by the Landlord.

27. (a) And it is further agreed that in addition to any and all other rights of

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the Tenant hereunder the Tenant shall have access to the basement of the building under the demised premises upon first giving reasonable notice to the Landlord and the occupier of such basement space, which access shall be for the purpose of repairs to the demised premises and or for the maintenance and installation of services to the demised premises from time to time, and the Tenant shall make good any damage it may cause to the basement while performing such acts, provided that no structural changes to the water or sewer pipes or the building shall be made by installation of such services.

(b) The Tenant shall place all of its garbage and debris in the garbage chute and/or refuse room as provided by the Landlord for such purpose in the building of which the demised premises forms a part, which refuse and or garbage the Landlord shall have removed regularly from such locations.

28. The Tenant shall have the right to mortgage this lease and to assign, pledge or hypothecate this lease as security for any mortgage or debenture loan that may be given to the Tenant from time to time during the currency of this lease.

29. Provided that if during the term herein the demised premises shall be destroyed or damaged by fire, lightning or explosion or any other cause for which the Landlord is insured, then the following provisions shall apply:

(a) If the demised premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within two (2) years of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the demised premises to the Landlord, and the rent and other charges contemplated to be paid by the Tenant hereunder for same from time to time at such surrender shall be apportioned;

(b) If the demised premises shall be capable, with reasonable diligence of being repaired and rendered fit for occupancy within two (2) years from the happening of such injury as aforesaid, but if the damage is such as to render the demised premises wholly not fit for occupancy, then the rent hereby reserved and other charges contemplated to be paid by the Tenant hereunder shall not run or accrue after such injury or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent and other charges contemplated to be paid by the Tenant hereunder shall re-commence immediately after such repairs shall be completed;

- (c) If the demised premises shall be capable of being repaired within two (2) years as aforesaid, and if the damage is such that the said premises are capable of being partially used for the then use carried on in the demised premises, then until such damage shall have been repaired, the rent and other charges contemplated to be paid by the Tenant hereunder shall abate in the proportion that the part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises.

30. Any notice to be given pursuant to this lease shall be sufficiently given if mailed by prepaid registered post as follows:

To the Landlord at:

310 Bloor Street West,
Toronto 5, Ontario.

To the Tenant at:

39 Prince Arthur Avenue,
Toronto 5, Ontario.

unless either party hereto gives notice to the other of change of address by prepaid registered mail. The date of receipt of any such notice shall be deemed to be forty eight (48) hours after such mailing.

31. This lease may not be modified or amended except by an instrument of writing of equal formality herewith and signed by the parties hereto or by their heirs, executors, administrators, successors and assigns.

32. The terms and provisions of this lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns respectively, and shall be interpreted according to the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties hereto have hereunto fixed their Corporate Seals under the hands of their proper officers duly authorized in that behalf.

TARTU COLLEGE

Per:

Ervin Maegi
Ervin Maegi, President

Per:

Edmund Waldin
Edmund Waldin, Secretary

STUDENT MANAGEMENT SERVICES LIMITED

Per:

Elmar Tampold
Elmar Tampold, President

Per:

Michael
Michael, Vice President

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LAND TITLES ACT

I, EDMUND WALDIN, of the City of Toronto, in the County of York,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Secretary of Tartu College.
2. That Edmund Waldin, whose signature is affixed to the annexed (or within document, is the Secretary of the Corporation, and Ervin Maegi, whose signature is also affixed thereto is the President of the said Corporation, and the seal affixed thereto is the Corporate Seal of the Corporation.
3. Under the by-laws of the said Corporation, the President and the Secretary are empowered to execute on behalf of the Corporation, all deeds and other instruments requiring the seal of the Corporation.
4. The said Corporation, is, I verily believe, the owner of the land mentioned in the said document.

SWORN BEFORE ME at the City of)
Toronto in the County of York this)
8th day of September, A.D., 1970.)

Edmund Waldin
.....
EDMUND WALDIN

.....
A Commissioner, Etc.

LAND TITLES ACT

J. Malcolm Wells
I, ~~ELMAR TAMPOLD~~, of the City of Toronto, in the County of York,
MAKE OATH AND SAY AS FOLLOWS:

1. That I am the ^{VICE PRESIDENT} President of Student Management Services Limited.
2. That ~~Elmar Tampold~~ ^{J. Malcolm Wells}, whose signature is affixed to the annexed or within document is the ^{VICE PRESIDENT} President of the said Company, and the seal affixed thereto is the Corporate Seal of the said Company.
3. Under the by-laws of the said Company, the President ^{VICE PRESIDENT} is empowered to execute on behalf of the Company, all deeds and other instruments requiring the seal of the Company.

SWORN BEFORE ME at the)
City of Toronto in the County)
of York this 8th day of September)
A.D., 1970.)

J. Malcolm Wells
.....
ELMAR TAMPOLD

.....
A Commissioner, Etc.

THIS IS TO CERTIFY that pursuant to s. 27 of the Planning Act, THE CONSENT of the Committee of Adjustment of the City of Toronto has been given to the within instrument by a decision of a majority of the Committee; AND THAT all conditions imposed by the Committee have been complied with; AND THAT the time for appeal from the decision of the Committee has expired and no such appeal is pending.

Dated at Toronto this 23RD OF FEBRUARY 1971

Application No. A. 162

Date of Hearing JAN 11, 1971

John E. Littlejohn
.....
Secretary-Treasurer, Committee of Adjustment

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STATION "A"

