

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 03-063

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND CANADIAN PACIFIC RAILWAY COMPANY FOR LANDS ADJACENT TO 829 LANSDOWNE STREET WEST (Mr. Transmission property)

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute a Lease Agreement between the Corporation of the City of Peterborough and Canadian Pacific Railway Company in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 12th day of May, 2003

By-law read a third time and finally passed this 12th day of May 2003

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE "A"

LEASE NO. TEMK6060103

THIS LEASE

made this 1st day of April, 2003.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY
a corporation incorporated under the Law of Canada.

(hereinafter called the "Landlord"),
OF THE FIRST PART,

- AND -

THE CORPORATION OF THE CITY OF PETERBOROUGH

(hereinafter called the "Tenant"),
OF THE SECOND PART.

Land

ARTICLE 1.01

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, being registered or entitled to become registered as owner of that parcel of land and premises of the Landlord located in CITY of PETERBOROUGH, in the Province of Ontario, excepting thereout all mines and minerals and being composed of all that irregular/rectangular shaped tract or parcel of land containing an area of ONE THOUSAND SIX HUNDRED AND SIXTY-SIX (1,666) square feet, more or less, (hereinafter called "the leased premises") as shown outlined in red on the plan attached hereto as Schedule "A" and forming part hereof, leases to the Tenant the leased premises, subject to the following terms, covenants and conditions.

SAVING AND RESERVING to the Landlord the right to construct and operate a track or tracks of railway over any part of the leased premises not actually covered by any building or structure hereinafter mentioned, and of access to enter for such purposes the whole of the leased premises without liability on the part of the Landlord to pay for compensation or damages respecting any damage resulting from the exercise of these rights.

Adjustment of Description

ARTICLE 1.02

If at any time during the term of the Lease, the leased premises are surveyed and the area of the leased premises is found to be smaller or greater than described herein, the Landlord shall have the right, if it so desires, to adjust the area and description of the leased premises and the rental hereinafter reserved shall be accordingly adjusted.

Term

ARTICLE 2.01

TO HAVE AND TO HOLD the leased premises for and during the term commencing on the 1st day of May, A.D. 2003 and to continue in full force and effect until terminated by either party pursuant to Article 2.05 hereof (herein called the "term").

Rental Payment

ARTICLE 2.02

The Tenant shall pay to the Landlord, its successors and assigns, without any deduction, setoff, or abatement whatsoever, yearly and every year or portion thereof during the term the sum of ONE THOUSAND TWO HUNDRED Dollars (\$1,200.00) of lawful money of Canada, payable in equal YEARLY installments of ONE THOUSAND TWO HUNDRED Dollars (\$1,200.00) each in advance on the first day of each lease year during the term of the Lease, the first payment to be made on the 1st day of APRIL, 2003. If the term hereof commences on a day other than the first or ends on a day other than the last day of a month, rental for the fraction of

the month at the commencement or at the end of the term shall be adjusted pro rata.

CPI Increase

ARTICLE 2.03

The above rental shall apply from the 1st day of April, 2003 to the 31st day of March, 2004. Commencing on the 1st day of April, 2004, the yearly rental shall be subject to a yearly increase by the Landlord, based on the percentage change in the annual average of the Consumers Price Index for Canada, All-Items, as published by Statistics Canada, for the twelve-month period ending on the 31st day of December of the previous year.

Interest

ARTICLE 2.04

If the Tenant fails to pay when due and payable any rent, additional rent or other sum required to be paid by the Tenant to the Landlord pursuant to this Lease, the unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum (one and one-half percent (1-1/2%) per month) payable monthly (or if such rate of interest shall become unlawful, at the maximum rate permitted by law).

Termination

ARTICLE 2.05

Notwithstanding any other provision of this Lease, this Lease may be terminated at any time, by either party giving three months' written notice of termination to the other party without liability to such other party for damages or compensation by reason of such termination.

Use

ARTICLE 3

The leased premises shall be used and occupied by the Tenant, in a lawful manner, solely for the purpose of an access route for vehicles, and that except as herein permitted no goods of an explosive, dangerous or inflammable nature or character shall be stored in or upon the leased premises, without the written consent of the Landlord, nor shall the leased premises be used in any way which the Landlord considers objectionable.

Assignment

ARTICLE 4

The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, nor mortgage, or encumber this Lease or the leased premises or any part thereof, nor suffer or permit the occupation of all or any part thereof by others without the written consent of the Landlord. The Landlord hereby specifically consents to the Tenant subletting these premises to the owners or operators of the transmission business located immediately north of the leased premises, on the lands municipally known as 829 Lansdowne Street West.

Taxes

ARTICLE 5

The Tenant shall pay the real property taxes attributable to the leased premises when due, and the Tenant shall pay when due all other taxes, rates, duties, local improvements and assessments and other charges that may be levied, rated, charged or assessed against all improvements, equipment and facilities of the Tenant on or in the leased premises, and every tax and license fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant (and any and every subtenant or licensee), whether the taxes, rates, duties, local improvements, assessments and license fees are charged by a municipal, parliamentary, school or other body during the term, and will indemnify and keep indemnified the Landlord from and against payment for all loss, costs, charges and expenses occasioned by, or arising from any and all such taxes, rates, duties, local improvements, assessments, license fees, and any and all taxes which may in future be levied in lieu of such taxes, and any such loss, costs, charges and expenses suffered by the Landlord may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

The Tenant shall also be responsible for the payment of all goods and services taxes (and any similar or replacement taxes) in respect of any amounts payable, and any services provided, hereunder and shall reimburse the Landlord immediately upon demand for all amounts payable or paid by the Landlord according to the law in respect to such taxes.

<i>Tenant Not to Construct Without Landlord's Consent</i>	<p>ARTICLE 6.01</p> <p>The Tenant shall not construct, erect or place, or cause to be constructed, erected or placed on the leased premises, including but not limited to, any building, structure, and any other work of a physical character (hereinafter referred to as "improvements"), without the written consent of the Landlord and if required by the Landlord, the Tenant shall submit to the Landlord all plans and specifications for the improvements. Any making of such improvements without the prior written consent of the Landlord shall constitute a breach of this covenant, in which event the Landlord may, in its sole discretion, immediately terminate this Lease, and the Landlord shall not be liable to the Tenant for any damages or compensation by reason of such termination.</p>
<i>Roadways</i>	<p>ARTICLE 6.02</p> <p>It is understood and agreed that portions of the leased premises may consist of roadway or rights-of-way used by third parties for the purpose of gaining access to adjoining land, and the Tenant agrees that such roadways or rights-of-way may be used for such purpose, jointly with the Tenant. The Landlord hereby confers the right and authority and imposes the obligation upon the Tenant to ensure that such usage by the Tenant is reasonable at all times, and that the Tenant shall not use such roadways or rights-of-way for storage or parking but that same shall be kept clear at all times for vehicular traffic. The Landlord shall not be responsible for the removal of snow from such roadways or rights-of-way.</p>
<i>Easements</i>	<p>ARTICLE 6.03</p> <p>It is further understood that all or a portion of the leased premises may be subject to the existence of or may later become subject to the existence of easements for power, telephone or telegraph lines or easement for drains, sewers, pipes and subsurface structures or any other type of easement and the Tenant agrees to allow any and all personnel to enter upon the leased premises for the purpose of repairing and maintaining such power, telephone or telegraph lines, drains, sewers, pipes and subsurface structures or for the purpose of doing those things which may arise from the grant of any easement which burdens the leased land.</p>
<i>Tenant to Repair</i>	<p>ARTICLE 7.01</p> <p>The Tenant shall during the term sufficiently repair and maintain and keep the leased premises and the improvements erected or to be erected thereon in good and substantial repair at its own cost and expense and in the event of the destruction thereof by fire or otherwise, shall immediately rebuild the same, and shall whenever required by the Landlord, have all buildings painted to the satisfaction of the Landlord. The Tenant shall be responsible for any damage to the leased premises or any buildings or improvements on the leased premises that may occur during the term of this Lease or during any renewal thereof.</p>
<i>Surrender of Premises</i>	<p>ARTICLE 7.02</p> <p>(a) The Tenant shall, prior to the expiration or sooner determination of the term, unless otherwise required by the provisions of Article 7.02(b), demolish and remove from the leased premises all buildings, (including foundations), improvements and fixtures as well as any chattels located thereon and fill and compact all excavations thereon with gravel or clean fill and at the expiration or sooner determination of the term, peaceably surrender and yield up to the Landlord, the leased premises in a neat, clean and level condition free and clear of all waste material, debris and rubbish all to the reasonable satisfaction of the Landlord and the Tenant shall make good any and all damages caused by such demolition, removal, filling and compacting.</p> <p>(b) Notwithstanding the provisions of Article 7.02(a), the Landlord shall have the right by notice in writing given to the Tenant at any time prior to the expiry date or earlier termination of this Lease, to require the Tenant to leave on the leased premises any buildings, (including foundations), improvements and fixtures located thereon and to otherwise require the Tenant to peaceably surrender and yield up to the Landlord the leased premises in a neat and clean condition, free and clear of all waste material, debris and rubbish, and upon such expiry date or</p>

earlier termination of this Lease the said buildings, (including foundations), improvement and fixtures, all of which the Tenant shall surrender in good repair and condition and in a sound structural state, shall become the absolute property of the Landlord.

- (c) If the Tenant fails to demolish and remove pursuant to Article 7.02(a) or fails to peaceably surrender and yield up the leased premises in a neat, clean and level condition, as required pursuant to Article 7.02(a) or in a neat and clean condition, as required pursuant to Article 7.02(b), then the Landlord, in its sole discretion, may carry out such work and the Tenant shall pay to the Landlord all costs and expenses incurred in so doing, and the Landlord shall be entitled to recover from the Tenant the costs thereof together with a fee for supervision of carrying out such work in an amount equal to fifteen percent (15%) of the costs of so doing. The Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of this Lease.

Landlord May Perform Covenants

ARTICLE 9

If the Tenant fails to perform any of the covenants or obligations of the Tenant under this Lease, the Landlord in addition to its rights under this Lease may from time to time at its discretion perform or cause to be performed any of the covenants, or obligations, and for that purpose may do such things as may be requisite, including, without limitation, enter upon the leased premises on not less than five (5) days' prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the leased premises as the Landlord may consider requisite or necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this Article plus fifteen percent (15%) for overhead will be paid by the Tenant upon presentation of a bill therefore, as additional rent. The Landlord will have no liability to the Tenant for loss or damages resulting from such action by the Landlord.

Right to Re-enter

ARTICLE 10.01

If the Tenant fails to pay rent when due, or fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by the Tenant, or if re-entry is permitted under any other terms of this Lease, then the Landlord in addition to any other right or remedy it may have, will have the right of immediate re-entry and may remove all persons and property from the leased premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage occasioned thereby.

Bankruptcy of Tenant

ARTICLE 10.02

If the term or any of the goods and chattels or improvements of the Tenant on the leased premises at any time during the term are seized or taken in execution or attachment by a creditor of the Tenant, or if the Tenant or a guarantor or indemnifier of this Lease, makes an assignment for the benefit of creditors or a bulk sale from the leased premises or becomes bankrupt or insolvent or takes the benefit of a Statute now or hereafter in force for bankrupt or insolvent debtors, or if an order is made for the winding-up of the Tenant, or if the Tenant abandons or vacates or attempts to abandon or vacate the leased premises or sells or disposes of goods or chattels, or the improvements, if any, of the Tenant or removes them or any of them from the leased premises so that there would not in the event of abandonment, vacating, sale or disposal, be sufficient assets on the leased premises subject to distress to satisfy all rentals due or accruing due hereunder, then and in every such case, in addition to the remedies herein provided, the then current month's rent and the next ensuing three (3) months' rent (i.e. three-twelfths (3/12) of the next preceding year's rental) immediately will become due and payable and the Landlord may re-enter and take possession of the leased premises as though the Tenant or the servants of the Tenant or any other occupant of the leased premises were holding over after the expiration of the term and the Lease, at the option of the Landlord will forthwith become forfeited and determined. In every one of the cases above mentioned, the accelerated rent will be recoverable by the Landlord in the same manner as the rents hereby reserved and as if rents were in arrears and the option will be deemed to have been exercised if the Landlord or its agents give notice to that effect to the Tenant.

*Right to
Relet*

ARTICLE 10.03

Should the Landlord re-enter, as herein provided, it may either terminate this Lease or it may from time to time, without terminating the Tenant's obligations under this Lease, make alterations and repairs considered by the Landlord necessary to facilitate a reletting, and relet the leased premises or any part thereof for such term or terms (which may be for a term extending beyond the term) and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion may deem advisable: upon each reletting all rentals received by the Landlord from the reletting will be applied first to the payment of any indebtedness other than rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of the reletting including brokerage fees and solicitor fees and of costs of the alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, will be held by the Landlord and applied in payment of future rent as it becomes due and payable hereunder. If the rent received from the reletting is less than the rent to be paid hereunder by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid annually. No re-entry by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that intention be given to the Tenant. Despite a reletting without termination the Landlord may at any time thereafter elect to terminate this Lease for the previous breach. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of the breach, including the cost of recovering the leased premises, reasonable legal fees, and the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the term over the then reasonable rental value of the leased premises for the remainder of the term, all of which amounts will be immediately due and payable from the Tenant to the Landlord.

*Legal
Expenses*

ARTICLE 10.04

If the Landlord brings an action to recover possession of the leased premises or to recover rent or other money due under this Lease, or to enforce any covenant or condition of this Lease, and the action is successful, or if because of the breach of any other covenant on the part of the Tenant to be kept or performed, a breach is established, the Tenant will pay to the Landlord all expenses incurred, therefore, including the Landlord's reasonable fees incurred in any such action and in any successful appeals from a judicial decision made in such action. The Tenant will further pay all reasonable and legal fees incurred in any appeals from municipal assessments relating to the leased premises.

*Waiver of
Distress*

ARTICLE 10.05

In case of removal by the Tenant of the goods and chattels of the Tenant from the leased premises, the Landlord may follow them for one (1) year. The Tenant covenants with the Landlord in consideration of the premises and of leasing and letting by the Landlord to the Tenant of the leased premises for the term, and it is upon that express understanding that this Lease is entered into that notwithstanding anything contained in any Statute in force limiting or abrogating the right of distress or any successor statute, none of the goods and chattels of the Tenant during the term on the leased premises is exempt from levy by distress for rent in arrears by the Tenant and that upon a claim being made for exemption by the Tenant or on distress being made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in an action brought to test the right to levy upon any goods named as exempted in such Statute or amendment or amendments thereto, the Tenant waiving, as it does every benefit that could have accrued to the Tenant under or by virtue of any such Statute or any amendment or amendments thereto but for this covenant.

*Right of
Entry*

ARTICLE 11

The Landlord, its agents or servants, may at all times enter upon the leased premises, or enter any building or improvement situate thereon for the purpose of viewing the state of repair, conditions and use of the leased premises, or to perform any work or repair thereon, or to show the leased premises to prospective purchasers, mortgagees, or tenants or to exercise any of the rights or obligations of the Landlord under this

Lease. The Tenant agrees that should the Landlord upon after viewing the leased premises for the state of repair and condition, determine that certain repairs are required to keep the premises in good and substantial repair, the Landlord will provide written notice to the Tenant of such repairs required and the Tenant upon receipt of such written notice shall be responsible to perform all repairs at its own cost and expense and within sixty (60) days after receipt of the written notice from the Landlord, and such repairs shall be done all to the satisfaction of the Landlord. During the twelve (12) months prior to the expiration of the Term, or other termination of the Lease, the Landlord may exhibit the leased premises to prospective tenants and place upon the leased premises a sign or notice, indicating property for lease or rent, which sign or notice the Tenant will permit to remain without obstruction or molestation.

*Subordination
and Attornment
by Tenant
to Mortgagee*

ARTICLE 12

This Lease is subordinate to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) which now affect the leased premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to the proviso contained in this sentence the Tenant agrees to subordinate this Lease to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) and to all renewals, modifications, consolidations, replacements and extensions thereof which may hereafter affect the leased premises and to execute promptly a document in confirmation of the subordination if requested by the Landlord, and hereby constitutes the Landlord, the agent or attorney of the Tenant for the purpose of executing the document and of making application at any time and from time to time to register postponements of this Lease in favor of any such mortgage, provided that the mortgagee (or trustee) agrees in writing that if the mortgagee (or trustee) becomes a mortgagee in possession or takes action to realize the security of the mortgage the Tenant may attorn to the mortgagee (or trustee) as a tenant upon all the terms of this Lease and continue in occupation of the leased premises unless and until this Lease is terminated by passage of time or by action taken because of a default of the Tenant.

*Construction
Lien*

ARTICLE 13

The Tenant shall not suffer or permit any construction lien or similar lien to be filed or registered against the leased premises. If such lien shall at any time be filed or registered the Tenant shall procure its discharge within twenty (20) days after the lien has come to the notice of the Tenant, provided however, that if the Tenant desires to contest in good faith the amount or validity of the lien and shall have so notified the Landlord, and if the Tenant shall have deposited with the Landlord or paid into the Court to the credit of any lien action the amount of the lien claimed plus a reasonable amount for costs, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the leased premises nor the Tenant's leasehold interest therein shall thereby become liable to forfeiture or sale. The Landlord may, in its sole discretion, discharge any lien filed or registered at any time against the leased premises, and any amount paid by the Landlord in so doing together with all reasonable costs and expenses of the Landlord including its legal fees shall be paid to the Landlord by the Tenant on demand.

*Indemnificatio
n of Landlord*

ARTICLE 14.01

Except to the extent caused by the negligence of the Landlord, the Tenant shall indemnify and save harmless the Landlord from and against:

- (a) any and all claims, liens, demands, awards, judgments, actions and proceedings by whomsoever made, brought, filed or prosecuted in respect of the leased premises, or in respect of damage to, or loss or destruction of, property or personal injuries, including injuries resulting in death; and
- (b) any and all loss, damages or expenses suffered or incurred by the Landlord or its employees or agents, including injuries and injuries resulting in death, arising from or incidental to, this Lease Agreement.

*Loss and
Damage*

ARTICLE 14.02

The Landlord shall not be liable for death or injury or damage to property of the Tenant or of others located on the leased premises, nor for the loss of or damage to any property of the Tenant or of others by theft or otherwise from any cause whatsoever except by the negligence of the Landlord.

Insurance

ARTICLE 15.01

The Tenant shall, throughout the term and during such other time as the Tenant occupies the leased premises or part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:

- (i) Comprehensive General Liability insurance including but not limited to bodily injury, death and property damage, personal injury liability, tenant's legal liability, and contractual liability coverage with respect to the leased premises and the operation of the Tenant and any other person on the leased premises, and by the Tenant and any other person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible in any other part of the leased premises. Such policy shall be written with inclusive limits of not less than TWO MILLION Dollars (\$2,000,000.00) for each occurrence involving bodily injury, death or property damage, or for such higher limits as the Landlord may reasonably require from time to time.
 - (a) The Landlord is included as an additional insured;
 - (b) A cross liability clause which shall have the effect of insuring each person, firm, or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
- (ii) Any other form of insurance, in such amounts and against such risks, as the Landlord may from time to time reasonably require of a Tenant comparable to tenants of similar circumstances.

ARTICLE 15.02

Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the Landlord at least thirty (30) days before the effective date thereof.

ARTICLE 15.03

All policies of insurance stipulated in this Article will be with insurers acceptable to the Landlord and in form satisfactory to the Landlord, and the Tenant will see that there is delivered to the Landlord immediately, a copy of all policies or certificate of insurance. The Tenant agrees that if the Tenant fails to take out or keep in force any policy of insurance when so required by the Landlord or hereunder, the Tenant has the right to pay the Landlord, upon demand, the amount so paid as premium plus fifteen percent (15%) for overhead as additional rent and it will be due and payable on the first day of the month next following the payment by the Landlord.

ARTICLE 15.04

Any insurance coverage taken out by the Tenant hereunder will in no manner restrict or limit the liabilities assumed by the Tenant under this Lease.

*Quiet
Enjoyment*

ARTICLE 16

The Landlord covenants with the Tenant for quiet enjoyment.

Expropriation

ARTICLE 17.01

If at any time during the term of this Lease or during any renewal term the whole or any part of the leased premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may, at its option, give notice to the Tenant terminating this Lease in its entirety or, only insofar as it affects the part of the leased premises taken by the lawful power or authority by right of expropriation, on the date

when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the leased premises or the part of the leased premises taken by the expropriating authority, as the case may be, and all its interest therein, and the rent shall abate and be apportioned to the date of termination and the Tenant shall forthwith pay to the Landlord the apportioned rent and all other amounts which may be due to the Landlord up to the date of termination. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired term of this Lease, or for any loss of business income or for any loss of any kind whatsoever sustained as a result of the expropriation, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the leased premises taken and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

*Condition
of Leased
Premises*

ARTICLE 17.02

It is understood and agreed that the leased premises are being leased to the Tenant "as is". The Tenant has satisfied itself as to the condition of the leased premises and their fitness for the use intended. The Tenant acknowledges that it has inspected the leased premises and conducted an independent investigation of current and past uses of such leased premises and that the Tenant has not relied on any representations by the Landlord concerning any condition of the leased premises, environmental or otherwise. The Landlord makes no representations or warranties whatsoever regarding the fitness of the leased premises for any particular use or regarding the presence or absence upon or under such leased premises or any surrounding or neighbouring lands of, or the leakage or likely leakage or emission from or onto the leased premises of, any toxic, hazardous, dangerous or potentially dangerous substance or condition.

*Tenant to
Keep Leased
Premises
Clear of All
Environmental
Contamination*

ARTICLE 17.03

The Tenant shall immediately carry out all measures which the Landlord, in its sole discretion, considers necessary to keep the leased premises free and clear of all environmental contaminants or residue (hereinafter referred to as "environmental contamination") resulting from the Tenant's occupation or use of the leased premises. The Tenant shall be solely responsible for the cost of all such work, as well as any work carried out to correct any environmental contamination which occurs on other lands as a result of the Tenant's occupation or use of the leased premises.

*Tenant to
Correct Any
Environmental
Contamination*

ARTICLE 17.04

If the Tenant fails to correct any environmental contamination for which the Tenant would be responsible, pursuant to Article 17.03, to the satisfaction of the Landlord and any public authority having jurisdiction, the Landlord may charge the Tenant from time to time for all the costs incurred by the Landlord in correcting such environmental contamination, plus fifteen percent (15%) for overhead, and the Tenant shall pay the Landlord's invoice or invoices for such costs within ten (10) days of receipt of each invoice. In the event such remedial work is carried out by any public authority, the cost of such work shall be borne by the Tenant.

*Tenant to
Comply With
Applicable
Laws to
Maintain a
Clean
Environment*

ARTICLE 17.05

The Tenant shall comply with the provisions of any federal, provincial or municipal laws applicable to the leased premises with respect to maintaining a clean environment. If any public authority having jurisdiction with respect to environmental protection, or fire protection, requires the installation of equipment or apparatus, the Tenant shall take such measures as may be required by such public authority. The Tenant shall be solely responsible for the cost of all work carried out to comply with the requirements of a public authority.

*Tenant to
Leave Leased
Premises Free
of
Environmental
Contamination*

ARTICLE 17.06

Upon termination of this Lease, the Tenant shall leave the leased premises free of any environmental contamination resulting from the Tenant's occupation or use of the leased premises. The Tenant shall have the burden of proving that any environmental contamination has not resulted from its occupation or use of the leased premises.

<i>Continuation of Environmental Obligations</i>	ARTICLE 17.07 The responsibility of the Tenant to the Landlord with respect to the environmental obligations contained herein shall continue to be enforceable by the Landlord notwithstanding the termination of this Lease.
<i>Non-Registration of Lease</i>	ARTICLE 18 The Tenant covenants and agrees with the Landlord that it will not register or cause to be registered or permit to be registered this Lease or any Notice thereof at any time in any Registry Office or Land Titles Office and in the event that this Lease is at any time so registered, the Tenant will upon the request of the Landlord forthwith withdraw, discharge and release or cause to be forthwith withdrawn, discharged and released such registration at its own expense.
<i>Net Lease</i>	ARTICLE 19 It is agreed by the Landlord and the Tenant that the rentals reserved to the Landlord under this Lease shall be net to the Landlord, and shall be clear of all taxes, rates, duties, assessment, costs, charges, utilities charges and insurance premiums arising from or relating to the leased premises and that the Tenant will pay all of the foregoing, together with all expenses of every nature and kind whatsoever relating to the leased premises and the Tenant covenants with the Landlord accordingly, provided that nothing of the foregoing contained shall require the Tenant to pay any income taxes and corporation taxes which are the responsibility of the Landlord.
<i>Time</i>	ARTICLE 20 Time shall be of the essence of this Lease.
<i>Applicable Law</i>	ARTICLE 21 This Lease shall be construed pursuant to the laws of the Province of Ontario.
<i>Successors and Assigns</i>	ARTICLE 22 This Lease extends to and binds the respective heirs, executors, administrators, and successors of the parties hereto as the case may be. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
<i>Waiver</i>	ARTICLE 23 The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of rent by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.
<i>Headings</i>	ARTICLE 24 The captions and headings are inserted only as a matter of convenience and for reference only.
<i>No Option</i>	ARTICLE 25 Submission of this Lease for examination does not constitute a reservation of or option for the leased premises and the Lease becomes effective as a Lease only upon execution and delivery thereof by the Landlord and the Tenant.

Notice

ARTICLE 26

Any notice required to be given by either party under this Lease and all rent, additional rent and or other sum payable hereunder by the Tenant to the Landlord shall be sufficiently given if mailed by registered letter, prepaid or delivered to the parties at their respective addresses as follows:

(a) The Landlord:

Canadian Pacific Railway Company
Suite 200
40 University Avenue
Toronto, Ontario
M5J 1T1

(b) The Tenant:

The Corporation of the City Of Peterborough
500 George Street North
Peterborough, Ontario
K9H 3R9

Attn: Mr. Alex McLeod

Such notice shall be deemed to have been given to and received by the addressee in the case of mailing, five (5) business days following the mailing thereof, and in the case of delivery, the day on which notice was delivered.

*Planning
Legislation*

ARTICLE 27

The Tenant acknowledges that this Lease may be subject to the provisions of the Planning Act (Ontario), as amended and the Parties agree, at the Tenant's sole cost and expense to take such action as may be necessary to comply with the provisions of the Planning Act (Ontario), as amended.

*Representation
by Landlord
or No
Warranty*

ARTICLE 28

The Tenant hereby accepts the Landlord's title to the leased premises and the rights herein granted and agrees that nothing in this Lease expressed or implied shall operate or have effect as any warranty, guarantee, or covenant of title.

*Entire
Agreement*

ARTICLE 29

The leased premises are taken by the Tenant without any representation or warranty of any kind other than those contained in this Lease on the part of the Landlord. This Lease contains all of the terms, covenants, conditions and agreements between the parties hereto and any addition to or alteration of or changes in this Lease to be binding must be made in writing and signed by both parties.

*Opportunity
for Tenant to
Purchase*

ARTICLE 30

Should the Tenant not be in default of its obligations hereunder, and should the Landlord decide to sell the leased premises, in whole or in part, the Tenant shall have 90 days from the receipt of Landlord's advice to purchase the leased premises under terms and conditions that will be mutually agreed upon. If the Landlord and the Tenant do not agree on the terms and conditions for the sale of the leased premises within the 90-day period, then the Landlord may offer to sell the leased premises to other parties.

Fencing

ARTICLE 31

The Tenant agrees to erect and thereafter maintain during the continuance of this

Lease, at its own risk and expenses, and to the satisfaction of the Landlord, a six-(6) foot high chain link fence along the perimeter of the area marked in red on Schedule "A" to this Lease. Upon the termination of this Lease by either party, the Tenant shall, at its own risk and expense, remove said fence from the leased premises of the Landlord, if requested by the Landlord to do so.

Short Forms

ARTICLE 32

This Lease is made pursuant to the short forms of leases legislation of the Province of Ontario.

The Tenant hereby accepts this Lease of the leased premises to be held by it as Tenant subject to the terms, covenants and conditions above set forth.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

CANADIAN PACIFIC RAILWAY COMPANY

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**

Sylvia Sutherland, Mayor

Nancy Wright-Laking, Clerk

SCHEDULE "A"

Plan attached as Schedule "A" on file with the City Clerk.