

Form A19

LEASE

Standard Forms of Conveyances Act, S.N.B. 1980, c. S-12, s.2

The parties to this lease are:

THE CITY OF SAINT JOHN, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick (hereinafter referred to as the "**Lessor**")

- and -

NEW REGIONAL ECONOMIC DEVELOPMENT AGENCY FOR GREATER SAINT JOHN doing business as **ENVISION SAINT JOHN: THE REGIONAL GROWTH AGENCY**, a duly incorporated company under the *Canada Not-for-profit Corporations Act*, S.C. 2009, c.23, having its head office at 47 Charlotte Street, Saint John, New Brunswick, E2L 2H7 (hereinafter referred to as the "**Lessee**")

The Lessor leases to the Lessee the premises described in Schedule "A" attached hereto on the following conditions:

- Duration: One (1) year (the "**Term**")
- Date of Commencement: April 1, 2021.
- Date of Termination: March 31, 2022.
- Rent: The annual rent payable for the Office Space during the Term shall be \$74,020.00 plus HST.
- Payment Dates: Rent shall be paid in equal monthly installments of \$6,168.33 plus HST on the first day of each and every month during the Term, commencing on April 1, 2021.
- Place of Payment: Cashier's Office of the City of Saint John or any other office substituted by the Lessor in lieu thereof.

This lease contains the covenants and conditions which are attached and set out in:

- a) the Leases Regulation – *Standard Forms of Conveyances Act* and set out in Schedule "B" attached hereto; and
- b) Schedule "C" attached hereto.

DATED the _____ day of _____, 2021.

SIGNED, SEALED & DELIVERED)	THE CITY OF SAINT JOHN
In the presence of:)	
)	
)	_____
)	Mayor
)	
)	_____
)	City Clerk
)	
)	Common Council Resolution:
)	_____

SCHEDULE "A"

That portion of the third floor of the property bearing PID number 00039420, having civic address 47 Charlotte Street, in the City of Saint John and Province of New Brunswick, also known as City Market Tower (the "**Site**") specifically, the 3701 square foot area highlighted in yellow on the Schedule "A-1" attached hereto and forming part hereof (the "**Office Space**").

The Lessee shall have the nonexclusive right to use in common with others entitled thereto the common areas included in the Building (the "**Common Areas**"), such as:

- a) bathrooms
- b) boardrooms located on the 4th floor;
- c) elevators;
- d) public hallways; and
- e) public stairwells.

Collectively, the "**Leased Premises**".

SCHEDULE "B"

11. The Lessee shall pay rent.
16. The Lessee shall not assign or sublet without the Lessor's consent.
17. The Lessee shall comply with all laws.
18. The Lessee shall deliver vacant possession upon termination of the lease.
22. The Lessee shall pay occupancy taxes.
25. The Lessee shall conduct his business in a reputable manner.
28. The Lessor promises to the Lessee quiet enjoyment of the premises.
29. The Lessor shall provide fire and other insurance.
30. The Lessor shall pay real property taxes and local improvements.
33. The Lessee has an insurable interest in improvements made by him.
39. The Lessee may install signs with the Lessor's consent.
40. All disputes are to be settled by arbitration.
42. All Lessee's insurance policies shall contain a waiver of subrogation.

SCHEDULE "C"

ARTICLE I RENT PAST DUE

1.01 Rent Past Due

If the Lessee fails to pay, when the same is due and payable, rent or other amount payable by the Lessee under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment, compounded monthly at the rate equal to four (4) percentage points in excess of the Prime Rate.

ARTICLE II TAXES

2.01 HST Payable by Lessee

The Lessee shall pay to the Lessor all HST on rent and any other HST imposed by the applicable legislation on the Lessor or Lessee with respect to this Lease, in the manner and at the times required by the applicable legislation. Such amounts are not consideration for the rental of space or the provision by the Lessor of any service under this Lease, but shall be deemed to be rent and the Lessor shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of rent under this Lease. If a deposit is forfeited to the Lessor, or an amount becomes payable to the Lessor due to a default or as consideration for a modification of this Lease, and the applicable legislation deems a part of the deposit or amount to include HST, the deposit or amount will be increased and the increase paid by the Lessee so that the Lessor will receive the full amount of the forfeited deposit or other amount payable without encroachment by any deemed HST portion.

ARTICLE III CONDUCT OF BUSINESS BY LESSEE

3.01 Use of Leased Premises

The Leased Premises shall be used for the sole and direct purpose of supporting economic development in Greater Saint John and continuing and advancing the Lessee's role as a non-profit organization providing services related to economic development. In connection with the business to be conducted by the Lessee on the Leased Premises, the Lessee will not change the advertised name of the business to be operated in the Leased Premises without the prior written consent of the Lessor.

ARTICLE IV FIXTURES, ALTERATIONS AND REPAIRS

4.01 Installations by the Lessee

All equipment, fixtures and improvements installed by the Lessee in the Leased Premises shall be new or completely reconditioned. The Lessee shall not make any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the Leased Premises without first obtaining the Lessor's written approval and consent. The Lessee shall present to the Lessor plans and specifications in form, content and such detail as the Lessor may reasonably require for such work at the time approval is sought. The Lessee covenants that any work that may be done in respect of the Leased Premises by or on behalf of the Lessee shall be done in such a manner as not to conflict or interfere with any work being done or about to be done by the Lessor in or about the Site and the Lessee shall obtain all requisite permits, licenses and inspections in respect of any such work done by or on the Lessee's behalf. Notwithstanding anything herein contained, the Lessee shall make no alterations, additions or improvements that are of a structural nature or that would lessen the value of the Leased Premises or the buildings in which they are located.

4.02 Surrender of Leased Premises

The Lessee will leave the Leased Premises in good repair, reasonable wear and tear only excepted. Without limiting the generality of the foregoing, at the expiration or earlier termination of the Term the Lessee shall surrender the Leased Premises in the same condition as the Leased

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Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear only excepted, and shall surrender all keys for the Leased Premises to the Lessor at the place then fixed for the payment of rent and shall inform the Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Should the Lessee fail to remove its fixtures and personal property, such fixtures and personal property shall be deemed to be abandoned by the Lessee and may be appropriated, sold or otherwise disposed of by the Lessor without notice or obligation to compensate the Lessee or to account therefor. The Lessee's obligations to observe or perform this covenant shall survive the expiration or earlier termination of the Term of this Lease.

4.03 Lessee to Discharge all Liens

The Lessee will ensure that no construction or other lien or charge, or notice thereof, is registered or filed against:

- a) the Lessee's interest in the Leased Premises or any of the leasehold improvements in the Leased Premises.

by any person claiming by, through, under or against the Lessee or its contractors or subcontractors. If such a lien or charge or notice thereof is registered or filed and the Lessee fails to discharge it within five (5) days after written notice from the Lessor, the Lessor may discharge it by paying the amount claimed to be due into court or directly to the claimant and the Lessee will pay to the Lessor as additional rent on demand all costs (including legal fees) incurred by the Lessor in connection therewith, together with an administrative overhead charge of fifteen percent (15%) thereon.

4.04 Maintenance and Repair by the Lessor

The Lessor shall, subject to the other provisions of this Lease, maintain and repair or cause to be maintained and repaired, the structures in which the Leased Premises are located, including without limitation, the foundations, exterior weather walls, subfloor, roof, bearing walls and structural columns and beams. If, however, the Lessor is required to maintain or repair any structural portions or any other portion of the Leased Premises by reason of the negligent acts or omissions of the Lessee, its employees, agents, invitees, suppliers, agents and suppliers, licensees, concessionaires or subtenants, the Lessee shall pay on demand as additional rent, the Lessor's costs for making such maintenance or repairs, together with an administrative fee of fifteen percent (15%) of such costs.

4.05 Lessor's Right to Enter Leased Premises

- a) It is not a re-entry or a breach of quiet enjoyment if the Lessor or its authorized representatives enter the Leased Premises at reasonable times to:
 - i. examine them;
 - ii. make permitted or required repairs, alterations, improvements or additions to the Leased Premises (including the pipes, conduits, wiring, ducts, columns and other installations in the Leased Premises).
- b) At any time during the Term, the Lessor, its agents, servants and employees may exhibit the Leased Premises to prospective purchasers or tenants during the Term of this Lease with 24 hours notice, the Lessor may exhibit the Leased Premises to prospective tenants and place upon the Site the usual notice "To Let" which notice the Lessee shall permit to remain where placed without molestation;
- c) If the Lessee shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or the Lessor's agents may enter the same by a master key, or may forcibly enter the same, without rendering the Lessor or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease;
- d) Nothing in this Section contained, however, shall be deemed or construed to impose upon the Lessor any obligation, responsibility or liability whatsoever for the care,

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maintenance or repair of the Site or any part thereof, except as otherwise in this Lease specifically provided.

**ARTICLE V
INSURANCE AND INDEMNITY**

5.01 Lessee's Insurance

- a) The Lessee shall throughout the Term, at its own cost and expense, take out and keep in full force and effect the following insurance:
 - i. All-risk insurance upon property owned by the Lessee or for which the Lessee is legally liable and which is located upon the Leased Premises in an amount of not less than the full replacement cost thereof;
 - ii. Comprehensive General Liability with minimum limits of at least Two Million Dollars (\$2,000,000.00) or such higher limits as the Lessor may reasonably require from time to time. This policy shall include:
 - a. The City of Saint John added as an Additional Insured;
 - b. Inclusive limits for bodily injury and property damage;
 - c. Personal injury liability;
 - d. Lessee's Legal Liability;
 - e. Contractual Liability with respect to this Lease;
 - f. Premises, Property and Operations;
 - g. Completed Operations;
 - h. A Cross Liability Clause;
 - i. A Thirty (30) days written notice of Cancellation shall be given to the Lessor.
 - iii. The Lessee shall also provide any other form of insurance as the Lessee or the Lessor may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.
- b) All policies shall be taken out with reputable and recognized insurers acceptable to the Lessor and shall be in a form satisfactory from time to time to the Lessor. The Lessee agrees that certificates of insurance of each such insurance policy will be delivered to the Lessor as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Lessor in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof;
- c) The Lessee agrees that if the Lessee fails to take out or keep in force any such insurance referred to in this Section 5.01, or should any such insurance not be approved by the Lessor and should the Lessee not rectify the situation immediately after written notice by the Lessor to the Lessee, the Lessor has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Lessee and all outlays by the Lessor shall be immediately paid by the Lessee to the Lessor as additional rent without prejudice to any other rights and remedies of the Lessor under this Lease.

5.02 Increase in Insurance Premium

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The Lessee will not allow or cause anything to occur in the Leased Premises which shall cause any increase of premium for any insurance on the Leased Premises or the structures in which the Leased Premises are located above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises. If the Lessee is in default under this Section 5.02, the Lessee shall pay any resulting additional premium on any insurance policies taken out or maintained by the Lessor, or if any insurance policy upon the Leased Premises or the structures in which the Leased Premises are located shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation of the Leased Premises or any part thereof or the acts or omissions of the Lessee, the Lessee shall forthwith remedy or rectify such use or occupation upon request to do so in writing by the Lessor, and if the Lessee shall fail to do so within twenty-four (24) hours of such written request, the Lessor shall have the right to enter the Leased Premises and rectify the situation, without liability to the Lessee for any loss or damage occasioned by such entry and rectification, or shall be entitled to hold the Lessee liable for any damage or loss resulting from such cancellation or refusal, or the Lessor may at its option determine this Lease forthwith by leaving upon the Leased Premises notice in writing of its intention to do so, and thereupon rent and any other payments for which the Lessee is liable under this Lease shall be apportioned and paid in full to the date of such determination of the Lease, and together with an amount equal to the rent payable for a period of one (1) year as liquidated damages, and the Lessee shall immediately deliver up possession of the Leased Premises. A schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make the fire insurance rate of the Leased Premises. Bills for such additional premiums shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect and shall be due from and payable by the Lessee when rendered, and the amount thereof shall be deemed to be and be paid as additional rent.

5.03 Loss or Damage

The Lessor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the Site, or damage to property of the Lessee or of others located on the Leased Premises, nor shall it be responsible for any loss of or damage to any property of the Lessee or others from any cause whatsoever, except any such death, injury, loss or damage results from the negligence of the Lessor, its agents, servants or employees or other persons for whom the Lessor is in law responsible. Without limiting the generality of the foregoing, the Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Leased Premises or from the pipes, appliances, plumbing works, roof or subsurface of any floor or ceiling or from the street or any other place or other tenants or persons in the structure in which the Leased Premises are located or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of the Lessee only and the Lessee shall indemnify the Lessor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Lessor's insurers. In no event shall the Lessor be liable for any injury to the Lessee, its servants, agents, employees, customers and invitees or for any injury or damage to the Leased Premises or to any property of the Lessee, or to any property of any other person, firm or corporation on or about the Leased Premises caused by an interruption, suspension or failure in the supply of any utilities to the Leased Premises.

5.04 Indemnification of the Lessor

The Lessee will indemnify the Lessor, and save harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, the occupancy or use by the Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, servants, licensees, or concessionaires or invitees. In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against the Lessee, then the Lessee shall protect and hold it harmless and shall pay all costs, expenses and solicitors' and counsel fees on a solicitor and client basis incurred or paid by them in connection with such litigation.

ARTICLE VI DAMAGE AND DESTRUCTION

6.01 Total or Partial Destruction of Leased Premises

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If, during the Term, the Leased Premises are totally or partially destroyed or damaged by any cause in respect of which the Lessor is insured, the following provisions shall have effect:

- a) If the Leased Premises are rendered partially unfit for occupancy by the Lessee, rent shall abate in part only, in the proportion that the part of the Leased Premises rendered unfit for occupancy by the Lessee bears to the whole of the Leased Premises or if the Leased Premises are rendered wholly unfit for occupancy by the Lessee the rent hereby reserved shall be suspended in either event until the day following a reasonable period (taking into account the extent of the Lessee's restoration) following completion of the Lessor's restoration;
- b) Notwithstanding the provisions of subparagraph (a), if the Leased Premises in the opinion of the Lessor shall be incapable of being rebuilt and/or repaired or restored with reasonable diligence within 180 days of the happening of such destruction or damage, or if the Lessor determines in good faith that such rebuilding, repairing or restoring is not advisable, then the Lessor may at its option terminate this Lease by notice in writing to the Lessee given within thirty (30) days of the date of such destruction or damage and in the event of such notice being so given this Lease shall cease and become null and void from the date of such destruction or damage and the Lessee shall immediately surrender the Leased Premises and all interest therein to the Lessor and the rent shall be apportioned and shall be payable by the Lessee only to the date of such destruction or damage and the Lessor may re-enter and repossess the Leased Premises discharged of this Lease;

If the Leased Premises are capable of being rebuilt and/or repaired or restored within 180 days of the happening of such damage or destruction and the Lessor chooses to do so, or if within the period of thirty (30) days referred to in Section 6.01(b) the Lessor shall not give notice terminating this Lease, the Lessor shall with reasonable promptitude proceed to rebuild and/or repair or restore the Leased Premises to the extent of the Lessor's repair obligations under the Lease and the Lessee shall immediately upon substantial completion of the Lessor's work and, within a reasonable period determined by the Lessor (given the extent of the Lessee's restoration) complete the restoration of the Leased Premises.

The determination made in good faith by the Lessor shall bind the parties as to the (i) extent to which the Leased Premises are unfit for occupancy; (ii) whether it is advisable to rebuild, repair or restore the Leased Premises or any part thereof; (iii) time required to rebuild and/or repair or restore the Leased Premises; and (iv) due completion of repairs.

ARTICLE VII DEFAULT OF LESSEE

7.01 Right to Re-Enter

When

- a) the Lessee shall be in default in the payment of any rent whether lawfully demanded or not and such default shall continue for a period of five (5) consecutive days; or
- b) the Lessee shall be in default of any of its covenants, obligations or agreements under this Lease or of any term or condition of this Lease (other than its covenant to pay rent) and such default shall continue for a period of fifteen (15) consecutive days or such longer or shorter period as the Lessor, acting reasonably, determines after five (5) days written notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied;

then and in any of such cases the then current month's rent, together with the rent for the three (3) months next ensuing shall immediately become due and payable, and at the option of the Lessor, the Term shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, provided however, that such forfeiture shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent default by the Lessee of its covenants, obligations or agreements

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under this Lease or any term or condition of this Lease and provided further that notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of this Lease having been prematurely determined. In addition, the Lessor shall have the right to remove and sell the Lessee's goods and chattels and trade fixtures and apply the proceeds thereof to rent due under the Lease.

7.02 Right to Re-Let

Should the Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Leased Premises, and re-let the Leased Premises or any part thereof as agent for the Lessee for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Lessor in its sole discretion may deem advisable; upon each re-letting all rentals received by the Lessor from such re-letting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the repayment of any reasonable costs and expenses of such re-letting, including brokerage fees and solicitors' fees and of costs of such alterations and repairs; third, to the payment of rent due as the same may become due and payable hereunder. If such rent received from such re-letting during any month be less than that to be paid during that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by the Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, and including the worth at the time of such 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 hereof over the then reasonable rental value of the Leased Premises for the remainder of the Term hereof, all of which amounts shall be immediately due and payable from the Lessee to the Lessor.

7.03 Legal Expenses

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Lessee to be kept or performed and a breach shall be established, the Lessee shall pay to the Lessor all expenses incurred therefor, including reasonable solicitors' and counsel fees on a solicitor and client basis.

7.04 Bankruptcy

The Lessee covenants and agrees that if the Term or any of the goods and chattels of the Lessee on the Leased Premises shall be at any time during the Term seized or taken in execution or attachment by any creditor of the Lessee or if a receiver, interim receiver or receiver and manager is appointed for the assets or business of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or any bulk sale or, becoming bankrupt or insolvent, shall take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if any order shall be made for the winding up of the Lessee, or if the Leased Premises shall without the written consent of the Lessor become and remain vacant for a period of fifteen (15) days, or be used by any other persons than such as are entitled to use them under the terms of this Lease, or if the Lessee shall without the written consent of the Lessor abandon or attempt to abandon the Leased Premises or to sell or dispose of goods or chattels of the Lessee or to remove them or any of them from the Leased Premises so that there would not in the event of such abandonment, sale or disposal be sufficient goods on the Leased Premises subject to distress to satisfy the rent above due or accruing due, then and in every such case the then current month's rent and the next ensuing three (3) months' rent shall immediately become due and be paid and the Lessor may re-enter and take possession of the Leased premises as though the Lessee or the servants of the Lessee or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Term shall, at the option of the Lessor, immediately without any notice or opportunity for cure provided to the Lessee, become forfeited and determined, and in every one of the cases above such accelerated rent shall be recoverable by the Lessor in the same manner as the rent hereby reserved and if rent were in arrears and the said option shall be deemed to have been exercised if the Lessor or its agents given notice to the Lessee as provided for herein.

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7.05 Lessor May Perform Lessee's Covenants

If the Lessee shall fail to perform any of its covenants or obligations under or in respect of this Lease, the Lessor may from time to time at its discretion, perform or cause to be performed any such covenants or obligations, or any part thereof, and for such purpose may do such things upon or in respect of the Leased Premises or any part thereof as the Lessor may consider requisite or necessary.

All expenses incurred and expenditures made by or on behalf of the Lessor under this Section, together with an administrative fee equal to fifteen (15%) percent thereon, shall be forthwith paid by the Lessee to the Lessor on demand as additional rent.

7.06 Waiver of Exemptions from Distress

Despite any applicable Act, legislation or any legal or equitable rule of law: (a) none of the inventory, furniture, equipment or other property at any time owned by the Lessee is exempt from distress; and (b) no lack of compliance with any requirement concerning the day of the week, time of day or night, method of entry, giving of notice, appraising of goods, or anything else, will render any distress unlawful where the Lessee owes arrears of rent at the time of the distress.

7.07 Remedies Cumulative

No reference to nor exercise of any specific right or remedy by the Lessor will prejudice or preclude the Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Lessor may from time to time exercise any one or more of such remedies independently or in combination.

ARTICLE VIII OPTION TO TERMINATE

8.01 Option to Terminate

The Lessor hereby gives to the Lessee an option to terminate this Lease at any time provided that the Lessee gives written notice to the Lessor of its intention to terminate this Lease which notice must be given to the Lessor not later than thirty (30) days prior to the intended date of termination of the Lease.

ARTICLE IX MISCELLANEOUS

9.01 Overholding

If the Lessee remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Lessee shall be deemed to be occupying the Leased Premises as a Lessee from month to month at monthly rent payable in advance on the first day of each month equal to the sum of one and one half (1½) times the rent payable during the last month of the Term and otherwise upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and any right of renewal mutatis mutandis.

9.02 Successors

This Lease applies to the successors and assigns of the Lessor and the heirs, executors, administrators and permitted successors and permitted assigns of the Lessee. If there is more than one party named as Lessee, they are jointly and severally liable under this Lease.

9.03 Waiver

Failure by the Lessor to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term

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or condition of this Lease shall be deemed to have been waived by the Lessor, unless such waiver be in writing by the Lessor.

9.04 Accord and Satisfaction

No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement or any cheque or any letter accompanying any cheque or payment as rent be deemed an accord and satisfaction, and the Lessor may accept such cheque or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

9.05 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Lessor and the Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Lessor or the Lessee unless reduced to writing and signed by them.

9.06 No Partnership

The Lessor does not, in any way or for any purpose, become a partner of the Lessee in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the Lessee.

9.07 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemic, quarantine or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything herein contained, the provisions of this Section shall not operate to excuse the Lessee from the prompt payment of rent, additional rent or any other payments required by the terms of this Lease, nor entitle the Lessee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

9.08 Notices

Any notice herein provided or permitted to be given by the Lessee to the Lessor shall be sufficiently given if delivered personally to the City Clerk, or if transmitted by telecopier or if mailed in Canada, registered and postage prepaid, addressed to the Lessor at: C/O The City Clerk, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, with a copy to Real Estate Services, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, and any notice herein provided or permitted to be given by the Lessor to the Lessee shall be sufficiently given if delivered personally to the party being given such notice or to a responsible employee of the party being given such notice, or if transmitted by telecopier or if mailed in Canada, registered and postage prepaid, addressed to the Lessee at 47 Charlotte Street, Saint John, New Brunswick, Attention: Chief Executive Officer. Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or transmitted or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party given such notice and from and after the giving of such notice the address therein specified shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Lessor to the Lessee or by the Lessee to the Lessor. If there is more than one party named as Lessee, notice to one shall be deemed sufficient as notice to all.

9.09 Place for Payment of Rent

The Lessee shall pay the rent to the Cashier's Office, City Hall, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1 or such other location of which the Lessor gives notice in writing to the Lessee.

Schedule "C"

9.10 Approval in Writing

Wherever the Lessor's consent is required to be given hereunder or wherever the Lessor must approve any act or performance by the Lessee, such consent or approval, as the case may be, shall be given in writing by the Lessor before same and shall be deemed to be effective.

9.11 Governing Law

The Lease is to be governed by and construed according to the laws of the Province of New Brunswick.

9.12 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

9.13 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

9.14 No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by the Lessor and the Lessee.

9.15 Time To Be of the Essence

Time shall be of the essence of this Lease.

9.16 Riders and Schedules

Schedules attached hereto form part of this Lease.

