

THIS LEASE made as of the 1st day of May ,2024 In Pursuance of the *Short Forms of Leases Act*

BETWEEN:

THE CORPORATION OF THE TOWN OF COBOURG, a municipal corporation under the laws of the Province of Ontario

(hereinafter called the "Landlord")

-and-

ADAM HOLZMAN and
JACOB TAYLOR
(CARRYING ON BUSINESS AS PUCK--IT),

(hereinafter called the "Tenant")

of the FIRST PART

of the SECOND PART

RECITALS

A. WHEREAS the Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord the hereinafter described Leased Premises being approximately 234 sq. ft. of space in the building known as the Cobourg Community Centre located at 750 D' Arey Street, Cobourg, Ontario.

IN CONSIDERATION of the rents, covenants and agreements hereinafter contained and by the parties to be respectively paid, observed and performed, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

In this Lease, unless there is something in the subject matter or context inconsistent therewith:

- 1.01

"Building" means the Cobourg Community Centre building in which the Leased Premises are located as described in recital 'A' above, including the common areas and surrounding lands.
- 1.02

"Common Areas" means the common areas or portion or portions thereof intended and designated from time to time by the Landlord for the use and enjoyment of the Landlord and all of the tenants of the Building, including the Tenant and their respective agents, invitees, servants, employees and licensees as the case may be.
- 1.03

"Leased Premises" means the premises described in recital 'A' above forming part of the Building.
- 1.04

"Lease" means this document as originally signed and delivered or as amended from time to time.
- 1.05

"Lease Year" means that period from June 1 to May 31 in each year of the Term.
- 1.06

"Pro-Shop" means the Pro-Shop to be operated by the Tenant in the Leased Premises.
- 1.07

"Term" means the initial term of this Lease as set out in Section 2.02 hereof, any Renewal Term and any overholding period.

ARTICLEII: GRANT AND TERM

2.01 Leased Premises

In consideration of the rents, covenants and agreements provided for herein to be paid, observed and performed by the Landlord and the Tenant, the Landlord leases to the Tenant and the Tenant rents from the Landlord the Leased Premises, for the Term, and at the rent and on the terms and conditions stated in this Lease.

2.02 Term

- (a) The ORIGINAL term of the Lease will be for a period of five (5) years, extending from June 1, 2022 to May 31 2027, subject to earlier termination in accordance with the express terms of this Lease, reassigned on MAY 1, 2024.
- (b) The "Date of Commencement" shall be MAY 1, 2024.

2.03 Acceptance of Premises

The Tenant hereby acknowledges that it has examined the Leased Premises before taking possession hereunder and the Tenant shall conclusively be deemed to have found the Leased Premises in order, and such taking of possession shall be conclusive evidence as against the Tenant that, at the time thereof, the Leased Premises were in good order and satisfactory condition. The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any construction, fixturing, finishing, alteration, modelling, or decorating of or installation of equipment or fixtures in the Leased Premises, except such, if any, as are expressly set forth in this Lease.

2.04 RENEWAL

This Lease may be renewed in writing by mutual agreement of the parties upon such rent, terms and conditions as the parties may agree to.

ARTICLEIII: PAYMENT OF RENT

3.01 Rent

The Tenant covenants and agrees to pay to the Landlord, without notice or demand and without deduction, set-off or abatement for any reason whatsoever except as expressly provided in this Lease an annual minimum rent as outlined in the following table. All annual or sub-annual amounts are payable in equal monthly installments.

Table 1: ProShop Calendarized Lease Rates 2022-2026

Column1	Term	Monthly		Annual
Year 1	June 1, 2022 - May 31, 2023	\$	467.42	\$ 5,608.98
Year 2	June 1, 2023 – May 31, 2024	\$	476.76	\$ 5,721.16
Year 3	June 1, 2024 – May 31, 2025	\$	486.30	\$ 5,835.58
Year 4	June 1, 2025 – May 31, 2026	\$	496.02	\$ 5,952.29
Year 5	June 1, 2026 – May 31, 2027	\$	505.95	\$ 6,071.34

The Tenant shall deliver to the Landlord, within sixty (60) days after the end of each Lease Year, a statement signed and verified by the Tenant, showing in reasonable detail and in such form as the Landlord may reasonably require, the Gross Revenue for the preceding Lease Year.

ARTICLE IV: TAXES, DUTIES, ASSESSMENTS & CHARGES.

4.01

- (a) Each year during the Term, the Tenant shall pay to the authorities having jurisdiction and discharge when the same become due and payable, all taxes, duties and assessments and other charges that may be levied, rated, charged or assessed against or in respect of all operations, improvements, equipment and facilities of the Tenant on or in the Leased Premises or any part or parts thereof and every tax and license fee in respect of any and every operation carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant, and the Tenant will indemnify and keep indemnified the Landlord from and against payment for sam

ARTICLE V: UTILITIES & SERVICES

5.01 (a) Utilities

The Landlord shall be solely responsible for and shall promptly pay all charges for water, gas, electricity, sewers for the Leased Premises (the "Utilities") and for all fittings, machines, apparatus or other things leased in respect thereof, and for all work or services performed by any corporation or commission in connection with such public or private utilities. In no event shall the Landlord be liable for, nor have any obligation with respect to, any interruption or cessation of, or any failure in the supply of any such Utilities, services or systems, including, without limitation, the water and sewage systems, to the Building or to the Leased Premises, whether or not supplied by the Landlord or others.

The Landlord shall also be responsible for its own security system, telephone, internet, WiFi charges and any other *services*.

ARTICLE VI: ADDITIONAL COVENANTS

6.01 Alterations or Improvements

The Tenant shall not make any alterations, replacements, decorations or improvements to any part of the Leased Premises without the Landlord's written approval, which approval shall not be unreasonably withheld. If the Tenant desires to make any such alterations, replacements, decorations or improvements, the Tenant shall, at its sole cost and expense, at the time of its application for the Landlord's consent, submit to the Landlord:

- (i) details of the proposed work including drawings and specifications prepared by qualified designers and conforming to good engineering practice.
- (ii) an agreement to indemnify the Landlord against liens, costs, damages and expenses in such form as the Landlord shall reasonably require; and
- (iii) evidence satisfactory to the Landlord that the Tenant has obtained all necessary consents, permits, licenses and inspections from all governmental authorities having jurisdiction.

All repairs, replacements, alterations, decorations or improvements by the Tenant shall be at the sole cost of the Tenant, shall be performed by competent workmen fully covered by Workers' Compensation, shall be performed in a good and workmanlike manner in accordance with the drawings and specifications which the Landlord has approved, and shall be subject to the reasonable supervision and direction of the Landlord. The Tenant's contractors shall carry property damage and liability insurance satisfactory to the Landlord for their operations. Any such repair, replacement, alteration, decoration or improvement made by the Tenant without the prior written consent of the Landlord or which is not in accordance with the drawings and specifications approved by the Landlord shall, if requested by the Landlord, be promptly removed by the Tenant at its expense and the Leased Premises restored to their previous condition.

No alterations, additions or improvements to the Leased Premises by or on behalf of the Tenant shall be permitted which may weaken or endanger the structure of the building or adversely affect the condition or operation of the Leased Premises or diminish the value thereof, or restrict or reduce the Landlord's coverage for municipal zoning purposes.

6.02 External Changes

The Tenant covenants and agrees that it will not erect or affix on the roof or exterior of the Building any antennae, sign, fixture or attachment of any kind; neither shall it make any opening in the roof for stacks or other reason, nor alter the walls or structure of the Leased Premises, nor install in the Leased Premises or the Building free standing air conditioning units, without the prior written consent of the Landlord, which consent may not be arbitrarily or unreasonably withheld.

6.03	Notify Landlord	If damage occurs to the Leased Premises for any cause whatsoever, the Tenant covenants and agrees to give immediate notice in writing to the Landlord of such damage immediately upon such damage becoming known to the Tenant.
6.04	Right of Entry	The Landlord or its agents may enter and examine the Leased Premises at all reasonable times upon prior written notice to the Tenant, and may make such repairs, alterations, improvements or additions to the Leased Premises as the Landlord considers necessary and which are the Landlord's obligation pursuant to the terms of this Lease, and the Landlord shall have the right to make changes and additions to pipes, conduits, wiring and ducts in the Leased Premises where necessary to serve other premises and the Landlord shall be allowed to take all material required therefor on the premises without the same constituting an eviction of the Tenant and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made, and the Landlord shall not be liable for damage to property of the Tenant or of others located on the Leased Premises as a result of any such entry. In case of an emergency, if the Tenant is not present to open and permit an entry into the Leased Premises when for any reason an entry shall be necessary, the Landlord or its agents may, using reasonable force, enter the Leased Premises without rendering the Landlord or such agents liable therefor, and without affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall impose upon the Landlord any obligation, responsibility or liability for the care, maintenance or repair of the Leased Premises, except as specifically provided in this Lease.
6.05	Keep Tidy	The Tenant covenants and agrees at the end of each business day to leave the Leased Premises in a tidy condition.
6.06	Janitorial Service	The Tenant hereby agrees to be totally responsible for cleaning the Leased Premises to a satisfactory level with all costs for such services to be paid for by the Tenant. The Tenant shall be responsible for the maintaining and cleaning up all of the garbage that has been accumulated inside and outside the buildings as a result of the operation of the Tenant's business. If the garbage is not removed to the satisfaction of the Landlord, in its sole direction, the Landlord shall give written notice to the Tenant to properly dispose of the garbage.
6.07	Loading and Unloading	The Tenant covenants and agrees that all deliveries or movement of heavy articles to and from the Leased Premises shall be made only by accessways, doorways or corridors designated by the Landlord for such purpose.
6.08	Common Area	The Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to the operation of the Common Areas of the Building, and the Tenant agrees to comply with such rules and regulations.
6.09	Tenant Not to Overload Floors	The Tenant shall not bring upon the Leased Premises or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might in the opinion of the Landlord damage the Leased Premises and shall not at any time overload the floors of the Leased Premises. If any damage is caused to the Leased Premises by any machinery, equipment, object or thing or by its overloading, or by any act, neglect or misuse on the part of the Tenant, the

Tenant shall forthwith repair the same, or, at the option of the Landlord, pay the Landlord forthwith on demand the cost of making good the same.

6.10 Protection of Equipment

The Tenant shall protect from damage all of the heating and air conditioning apparatus, water, gas and drain pipes, tanks, pressure tanks, hoses, water closets, sinks and accessories thereof in or about the Leased Premises and keep same free from all obstructions that might prevent their free working and give to the Landlord prompt written notice of any accident to or defects in apparatus, pipes, water closets, sinks or any of their accessories. Any damage resulting from misuse or failure to protect same shall be the sole responsibility of the Tenant.

6.11 Tenant Compliance with Governmental Regulations, Etc.

The Tenant will comply with all provisions of law including, but not limited to, federal and provincial legislative enactments, zoning and building by-laws and environmental laws, regulations and guidelines and any other governmental or municipal regulations in respect of its operation or use of the Leased Premises. The Tenant will comply with all police, fire and sanitary regulations imposed by federal, provincial or municipal authority or made by fire insurance underwriters, and with all governmental and municipal regulations and other requirements governing the conduct of business from the Leased Premises or the Building.

6.12 Surrender of Demised Lands and the Building

On the termination of this Lease for any reason the Tenant will surrender the Demised Premises to the Landlord in the condition in which they are required by this Lease to be kept by the Tenant.

ARTICLE VII: ASSIGNMENT AND SUBLETTING

7.01 Consent Required

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, or part with or share possession of, all or any part of the Leased Premises by any person (all of the foregoing being hereinafter collectively referred to as a "Transfer"), without the prior written consent of the Landlord in each instance, which consent may be unreasonably and arbitrarily withheld, notwithstanding any statutory provision to the contrary including, without limitation, the provisions of Section 23 of the Commercial Tenancies Act, R.S.O. 1990 c.L.7 as amended, or any statute subsequently passed to take the place of or to amend the said Act. The consent by the Landlord to any Transfer, if granted, shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. This prohibition against a Transfer is construed so as to include a prohibition against any Transfer by operation of law and no Transfer shall take place by reason of a failure by the Landlord to reply to a request by the Tenant for consent to Transfer.

ARTICLE VIII: USE OF PREMISES

8.01 Use

The Tenant covenants and agrees that it shall use the Leased Premises solely for the purpose of a Pro-Shop and the Tenant shall not use or permit, or suffer the use of, the Leased Premises or any part or parts thereof for any other business or purpose.

The Landlord agrees during the term of their Lease not to rent space in the Building to another Tenant carrying on these same uses.

8.02

Observance of Law

The Tenant covenants and agrees that during the Term it shall, at its cost and expense, save as hereinbefore provided, comply with all provisions of law including, without limitation, federal and provincial legislative enactments, building bylaws and any other governmental or municipal regulations which relate to the, equipment, operation and use of the Leased Premises and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of orto the Leased Premises and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authorities or made by the Insurers Advisory Organization or any other similar body, and to observe and obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Leased Premises.

8.03

Waste and Nuisance

The Tenant covenants and agrees not to do or suffer any waste or damage, disfiguration or injury to the Leased Premises or the fixtures and equipment thereof or permit or suffer any overloading of the floors thereof, and not to use or permit to be used any part of the Leased Premises for any dangerous or noxious trade or business and not to cause or permit any nuisance in, at or on the Leased Premises.

8.04

Rules and Regulations

The Tenant and the Tenant's employees and all persons visiting and doing business with the Tenant in the Leased Premises shall be bound by and shall observe the rules and regulations attached to and forming part of this Lease and such further and other rules and regulations made hereafter by the Landlord relating to the Building or the Leased Premises and all such rules and regulations shall be deemed to be incorporated into and form part of this Lease.

8.05

Common Areas

The Tenant shall not unreasonably block or in any manner hinder the Landlord or any other tenants or persons claiming by, through or under them, or any of them, who may be authorized by the Landlord to utilize the Common Areas from so doing. Notwithstanding anything herein to the contrary, the Landlord shall have the right to make such changes and improvements in respect of the Common Areas or any part thereof as the Landlord may from time to time in its absolute discretion determine.

8.06

Service Easements

The Tenant covenants and agrees that the Landlord and any persons authorized by it shall have the right to install, maintain or repair pipes, wires, ducts or other installations in, under or through the Building or the Leased Premises for or in connection with the supply of any services to the Leased Premises or other premises in the Building, but nothing herein contained shall oblige the Landlord to make any such installations or do such maintenance or effect such repairs. The Landlord shall be liable for any losses or damages which may be incurred by the Tenant as a result thereof.

ARTICLE IX: INSURANCE AND INDEMNIFICATIONS

9.01

Insurance

- (a) The Tenant shall, at its cost and expense, take out and keep in full force and effect and in the names of the Tenant and the Landlord, the following insurance:
- (i) public liability and property damage insurance in the names of the Landlord and Tenant including personal liability, with respect to the Leased Premises and the Common Areas and the Tenant's use of any part of the Building, coverage to include the operations conducted by the Tenant and any other

person on or from the Leased Premises. Such policies shall be written on a comprehensive basis with limits of not less than \$5,000,000.00 for bodily injury to any one or more persons, and \$2,000,000.00 for property damage, and such higher limits as the Landlord may reasonably require from time to time.

9.02 Increase in Insurance Premiums

The Tenant shall not do or permit anything to be done upon the Leased Premises which shall cause the rate of insurance on the Building or any part thereof to be increased.

9.03 Theft

The Landlord shall not be liable to the Tenant or anyone claiming through the Tenant for the theft of any property at any time in the Leased Premises or the Building.

9.04 Loss and Damage to Personal Property

The Tenant covenants and agrees that the Landlord shall not be liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to employees of the Tenant or to any other person while such property is on the Leased Premises or in the Building or on the surrounding lands and buildings owned or leased by the Landlord, whether or not such property has been entrusted to employees of the Landlord and, without limiting the generality of the foregoing, the Landlord shall not be liable for any damage to any such property caused by wind or otherwise, or for escape or leakage of smoke, gas, water, rain, snow, steam, electrical or other energy, however caused, nor for any damage to property nor injury to person or persons caused by any motor vehicle or by the breaking of any drain, water pipe, gas pipe, electrical wire, lamp, combustion chamber, conductor, reactor or glass (broken from the inside of the leased premises), howsoever caused, nor for any accident to property of the Tenant, nor for any injury, howsoever caused, to any persons in, on or about the Leased Premises or the Building.

9.05 Indemnification

Each of the Landlord and the Tenant shall unconditionally and irrevocably indemnify and save harmless the other party from and against any and all expenses, costs, damages, suits, actions or liabilities arising or growing out of any default hereunder and from all claims and demands of every kind and nature made by any person or persons to or against the other party except where same occurs as a result of the gross negligence of the other party.

ARTICLE X: FIXTURES AND SIGNS

10.01 Removal and Restoration by Tenant

All alterations, additions, fixtures and improvements made, brought on to or installed by the Tenant, for use in connection with the Tenant's operation or made by the Landlord on the Tenant's behalf, shall immediately become the property of the Landlord without compensation to the Tenant. Such alterations, additions, fixtures or other improvements shall not be removed from the Leased Premises except that:

- (a) the Tenant shall, at the end of the Term, remove such of its leasehold improvements and fixtures as the Landlord may require to be removed;
- (b) provided the Tenant is not in default the Tenant may remove its trade fixtures during the Term in the usual and normal course of its business and with the prior written consent of the Landlord if such trade fixtures have become excess for the Tenant's purposes or the Tenant is substituting new and similar trade fixtures.

The Tenant shall, in the case of every such removal, either during or at the end of the Term, make good any damage caused to the Leased Premises or the Building by the installation

and removal of any such alteration, decoration, addition, fixture or improvement and any such removal shall be done at the Tenant's sole cost and expense.

10.03 **Tenant's Signs**

Except as hereinafter provided, the Tenant will not erect any sign or advertising material upon any part of the exterior of the Leased Premises, the Building or upon the exterior or interior surfaces of any window, or of any exterior door to the Leased Premises or upon the exterior of any demising walls, or upon any Common Area, without the consent of the Landlord, which consent may not be unreasonably withheld.

ARTICLE XI: DAMAGE AND DESTRUCTION

11.01 **Destruction**

It is understood and agreed that, notwithstanding the other provisions of this Lease, in the event of a partial or total destruction of the Leased Premises or the Building or any part thereof by fire, lightning or tempest or by other casualty against which the Landlord is insured as shall, in the opinion of the Landlord, acting reasonably, render the Leased Premises untenable, the Rent hereby reserved shall abate until the Leased Premises and Building shall be rebuilt or repaired in a manner sufficient to again render the Leased Premises tenantable, in the opinion of the Landlord, acting reasonably. If the Leased Premises are damaged or destroyed by any cause whatsoever such that, in the opinion of the Architects of the Landlord, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction, the Landlord may at its option terminate this Lease by giving to the Tenant within thirty (30) days after such damage or destruction, notice of termination and thereupon Rent and any other payment for which the Tenant is liable under this Lease shall be apportioned and paid to the date of such damage and the Tenant shall immediately deliver up vacant possession of the Leased Premises to the Landlord. In the case of total destruction of or any substantial damage to the Building by any cause whatsoever which, in the opinion of the Landlord, reasonably arrived at, cannot be repaired within one hundred and eighty (180) days after the occurrence of such damage or destruction, the Landlord may at its option terminate this Lease by giving the Tenant, within thirty (30) days after such damage or destruction, notice of termination requiring vacant possession of the Leased Premises sixty (60) days after delivery of the notice of termination and thereupon Rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid to the date on which vacant possession is required and the Tenant shall deliver up possession of the Leased Premises to the Landlord in accordance with such notice of termination.

ARTICLE XII: IMPOSSIBILITY OF PERFORMANCE

12.01 Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligations hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the materials, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any statute, law or order-in-council, or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any governmental department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, whether of the foregoing character or not, the Landlord shall be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay or restriction and the Tenant shall not be entitled to any compensation for any inconvenience, nuisance or discomfort thereby occasioned.

ARTICLE XIII: DEFAULT

13.01 **Right to Re-Enter**

Proviso for re-entry by the Landlord on non-payment of rent or non-performance of covenants where such non-performance has not been cured within thirty (30) days of receipt of written notice of same. Without limiting the generality of the foregoing, if:

- (a) the Tenant fails to pay any rent or other sums due hereunder on the day or dates appointed for the payment thereof; or
- (b) the Tenant fails to observe or perform any other of the terms, covenants or conditions of this Lease to be observed or performed by the Tenant and such breach is not cured within thirty (30) days of receipt of notice of same; or
- (b) a receiver or a receiver and manager is appointed for all or a portion of the Tenant's property; or
- (d) any steps are taken or any action or proceedings are instituted by the Tenant or by any other party including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of the Tenant; or
- (e) the Tenant abandons or attempts to abandon the Leased Premises; or
- (f) the Tenant assigns, transfers, encumbers, sublets or permits the occupation or use or the parting with or sharing possession of all or any part of the Leased Premises by anyone except in a manner permitted by this Lease; or

then the Landlord, in addition to any other rights or remedies it has pursuant to this Lease or by law, has, to the extent permitted by law, the immediate right of re-entry upon the Leased Premises and it may expel all persons and remove all property from the Leased Premises and such property may be removed and sold or disposed of by the Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without service of notice or resort to legal process and without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

13.02 Rights Cumulative

The rights and remedies given to the Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by the Landlord, shall be deemed to be in exclusion of any other rights or remedies provided in this Lease or by law or in equity.

13.03 Acceptance of Rent - Non-Waiver

No receipt of monies by the Landlord from the Tenant after the cancellation of this Lease in any lawful manner shall reinstate, continue or extend the Term, or affect any notice previously given to the Tenant or operate as a waiver of the right of the Landlord to enforce the payment of Minimum Rent and Additional Rent then due or thereafter falling due, or operate as a waiver of the right of the Landlord to recover possession of the Leased Premises by proper suit, action, proceedings or other remedy; it being agreed that after the service of a notice to cancel this Lease and the expiration of the time therein specified, and after the commencement of any suit, action, proceeding or other remedy, or after a final order or judgement for possession of the Leased Premises, the Landlord may demand, receive and collect any monies due or thereafter falling due without in any manner affecting such notice, suit, action, proceeding, or order to judgement; and any and all such monies so collected shall be deemed payments on account of the use and occupation of the Leased Premises or, at the election of the Landlord, on account of the Tenant's liability hereunder.

ARTICLE XIV: MISCELLANEOUS

14.01 No Waiver

No condoning or waiver by either the Landlord or the Tenant of any default or breach by the other at any time or times in respect of any of the agreements, terms, covenants and conditions contained in this Lease to be performed or observed by the other shall be deemed or construed to operate as a waiver of the Landlord's or Tenant's rights under this Lease, as the case may be, in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way

the rights or remedies of the Landlord or Tenant under this Lease, as the case may be, in respect of any such continuing default or breach.

Unless expressly waived in writing, the failure of the Landlord or the Tenant to insist in any one or more cases upon the strict performance of any of the agreements, terms, covenants and conditions contained in this Lease to be performed or observed by the other shall not be deemed or construed to operate as a waiver for the future strict performance or observance of such agreements, terms, covenants and conditions.

14.02 Overholding

The Landlord and Tenant mutually covenant and agree that upon the termination of this Lease by affluxion of time and the Tenant remaining in possession of the Leased Premises with or without the consent of the Landlord, and without any further written agreement, a tenancy from year to year shall not be created by operation of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only.

14.03 Early Termination

In the event that either the Landlord or the Tenant at any time during the Term, or any renewal thereof, shall determine that, in the sole discretion of either party that this Lease should be terminated, then upon, ninety (90) day prior written notice, the Tenant will, surrender this Lease and all the remainder of the Term, if any, yet to come and unexpired, as from the day mentioned in such notice, and will, subject nevertheless to the provisions hereinbefore contained thereupon, vacate the Leased Premises and yield up to the Landlord the peaceable possession thereof. It is understood that the said ninety (90) days' notice need not expire at the end of a year or at the end of any month.

14.04 Notice

Any notice required or contemplated by any provision of this Lease shall be given in writing enclosed in a sealed envelope addressed, in the case of notice to the Landlord, to it at the same address to which rent under this Lease is to be forwarded and, in the case of notice to the Tenant, to it at the Leased Premises and sent by registered mail and postage prepaid. The time of giving of such notice shall be conclusively deemed to be the second business day after the day of such mailing. Such notice shall also be sufficiently given if and when the same shall be delivered, in the case of notice to the Landlord, to the Clerk of the Municipality and, in the case of notice to the Tenant, to him personally or to an executive officer of the Tenant if the Tenant is a corporation. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery. Provided that either party may, by notice to the other, from time to time, designate another address in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

14.05 Lease Entire Agreement

There are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease, and this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Landlord and the Tenant.

14.06 Registration

Neither this Lease nor any assignment hereof or sublease hereunder shall be registered against title to the Building or the Leased Premises by the Tenant or by anyone on the Tenant's behalf or claiming under the Tenant, nor shall the Tenant register a "short form" of this Lease against title to the Building and the land upon which it is situated, or the Leased Premises.

14.07

Construction of Lease

This Lease shall be governed and construed in accordance with the laws of Ontario.

14.08

Interpretation

In this Lease, "herein", "hereof", "hereunder", "hereinafter" and similar expressions refer to this Lease and not to any particular paragraph, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith; "business day" means any of the days from Monday to Friday of each week inclusive unless sUch day is a holiday; and "normal business hours" means the hours of 8 am to 6 pm on business days; and the parties agree that all of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included, and further that the captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provisions hereof.

14.09

Successors

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by the Landlord in writing as provided in this Lease.

14.10

No Partnership

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

SIGNED, SEALED & DELIVERED)
in the presence of

THE CORPORATION OF THE TOWN OF COBOURG

)
)
)
)

Per:

MAYOR

Per:

CLERK

NEW TENANT

Per:

ADAM HOLZMAN

Per:

JACOB TAYLOR

FORMER TENANT

Per:

DAVID MARSHALL

SCHEDULE "A"

RULES AND REGULATIONS

1. The Tenant shall not permit any cooking in the Leased Premises without the written consent of the Landlord.
2. The sidewalks, entrances, driveways and roadways shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the Leased Premises. The Landlord reserves the entire control of all parts of the Building employed for the common benefit of the tenants hereof.
3. The Tenant, its agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe, business machinery or other heavy machinery or equipment or anything liable to injure or destroy any part of the Building or common areas without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right, in its sole discretion, to use and design planks, skids, or platforms to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Landlord.
4. The Tenant shall not place or cause to be placed upon any doors of the Leased Premises any additional locks without the approval of the Landlord and then subject only to any conditions imposed by the Landlord.
5. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse shall be borne by the Tenant. The Tenant shall not deface or mark any part of the Building, or drive nails, spikes, hooks or screws into the walls or woodwork of the Building.
6. No one shall use the Leased Premises for sleeping apartments or residential purposes or for the storage of personal effects or articles other than those required for business purposes.
7. The Tenant shall not receive or ship articles of any kind except through facilities accessways and designated doors and at hours designated by the Landlord.
8. No inflammable oils or other inflammable, dangerous or explosive materials except those approved in writing by the Landlord shall be kept or permitted to be kept in the Leased Premises.
9. If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced and without such direction no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized by the Landlord. No outside radio or television aerials shall be allowed on the Leased Premises without prior written authorization by the Landlord.
10. The Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within or without the Leased Premises or cause or permit objectionable odors to emanate or be dispelled from the Leased Premises.
11. The Landlord shall have the right to make such other and further rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.