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PROPOSAL CALL

REQUEST FOR PROPOSAL
COMMERCIAL NET LEASE

Proposal Name:

APPROX. 3,000 m² OFFICE SPACE

Location:

YELLOWKNIFE, N.W.T.

Closing Date:

1 March 1990 (1500 hrs Local Time)

JAN 30 1998

GOVERNMENT OF THE NORTHWEST TERRITORIES
DEPARTMENT OF PUBLIC WORKS

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PART .1 GENERAL INSTRUCTIONS

describes general instructions and information to the Proponents.

PART .2 LEASE PROJECT REQUIREMENTS

lists the requirements of this Proposal Call and includes the Standards which are to be met. Tenant Improvements are to comply with the Part-6 .

PART .3 PROPOSAL SUBMISSION AND AGREEMENT FORM

is the Proposal Submission Form with Proposal Agreement - (3 copies included). The Proponent must complete this PART in its entirety, attach the required information and /or Schedules and submit all in DUPLICATE. The Proponent may retain the third copy. Unsigned proposals or incomplete submission may render the Proposal invalid.

SCHEDULE '3A' - NORTHERN PREFERENCE ON LEASE PROPOSALS

SCHEDULE '3B' - LOCAL/ NORTHERN EMPLOYMENT

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PART .4 PROPOSAL EVALUATION

explains the criteria to be used in the evaluation of the proposals.

PART .5 STANDARD LEASE DOCUMENT

Contains the Standard Form of Lease which the successful Proponent shall be asked to execute with the required Schedules, Appendices and Documents. The Proponent is advised to read, examine and understand all the clauses in the lease including all Schedules, and any attached Appendices and Documents.

SCHEDULE '5A' - ADDITIONAL RENT

SCHEDULE '5B' - CLEANING SPECIFICATIONS

SCHEDULE '5C' - MAINTENANCE PROGRAM

SCHEDULE '5D' - O & M - 1ST YR ESTIMATES

PART .6 TENANT IMPROVEMENT STANDARDS

Contains tenant improvements space and construction quality standards

PART . 5

STANDARD FORM OF LEASE

This PART contains the Lease Form with the Schedules which the successful Proponent shall be asked to execute.

The Proponent should read and understand the terms and conditions of this PART .

PART 5.0 STANDARD FORM OF LEASE

LEASE

BETWEEN:

(The Landlord)

- and -

THE COMMISSIONER OF THE
NORTHWEST TERRITORIES

(The Tenant)

IN RESPECT OF:

_____ Square Meters of Office Space
in the _____ Building
_____, N.W.T.

Date: _____ 19__

LEASE NO: _____

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THIS INDENTURE OF LEASE made this ____ day of _____ 19__.

BETWEEN:

_____, a
body corporate incorporated under the Companies Act
for the Northwest Territories having a registered
office in _____ in the Northwest Territories
(hereinafter called the "Landlord")

of the FIRST PART:

- and -

THE COMMISSIONER OF THE NORTHWEST TERRITORIES
as represented by the Minister of Public Works
(hereinafter called the "Tenant")

of the SECOND PART.

WHEREAS by virtue of _____ dated the ____ day of _____, and made between the
Commissioner of the Northwest Territories and the Landlord (hereinafter referred to as the "Ground
Lease" and attached as Schedule "A"), the Landlord acquired a leasehold interest in respect of that parcel
of land in the _____ in the Northwest Territories, for an original term of
____ () years expiring on the ____ day of _____, ____ or as otherwise provided for in
the "Ground Lease";

AND WHEREAS the Landlord has constructed a office building on the said leasehold property
(hereinafter referred to as "the building") situate in the _____;

AND WHEREAS the Tenant desires to lease _____ of the Building (hereinafter referred to as the
"Demised Premises" and further described in Section B hereinafter);

NOW THEREFORE In consideration of the rents, covenants and agreements hereinafter reserved and
contained on the part of the Tenant to be paid, observed and performed, the Landlord does lease unto the
Tenant the Demised Premises on the terms hereof and the Parties mutually covenant and agree as
follows:

A. DEFINITIONS

A.(a) "Lease Year" means a one year period from _____ to _____ next ensuing and falling completely within the term of this lease or any extension or renewal thereof.

A.(b) "Term" means the initial term of this lease and any extensions thereof.

B. DESCRIPTION

The Demised Premises consist of more or less _____ (_____) square metres of space contained within the Building as outlined in red on the plan attached as Schedule "B", Municipal Address _____

Legal description _____ (block) _____ (lot) _____ (plan)

together with: _____ () parking stalls located at

Municipal Address _____

Legal description _____ (block) _____ (lot) _____ (plan)

C. TERM OF LEASE

C.1. INITIAL TERM

The term of this lease shall be for _____ () years commencing on the _____, _____ (hereinafter referred to as the Commencement Date. The Commencement date of the Lease shall be the first day of the month following the date of occupancy and the date of occupancy shall be the date the Tenant takes over the premises and commences operations from the premises.

C.2. EXTENSION OF TERM

Provided that at the end of the initial term the Tenant has complied with the covenants hereunder, the Tenant shall have the option of extending the term of this lease for a further term of _____ () years, provided that the Tenant shall notify the Landlord of its desire to extend the term at least six (6) months before the expiration of the initial term. All covenants, provisions and agreements contained herein shall apply to the extended term with the exception of the payment of rent as specified below.

Provided that at the end of the first renewal term the Tenant has complied with the covenants hereunder, the Tenant shall have the option of extending the term of this lease one further term of _____ () years, provided that the Landlord shall notify the lessor of its desire to extend the term at least six (6) months before the expiration of the first renewal term. All covenants, provisions and agreements contained herein shall apply to the extended term with the following exception:

The amount of Annual Base Rent to be payable on each renewal is to be the then market rent as negotiated between the parties and failing agreement, then the rent is to be determined by arbitration under the Arbitration Act of the Northwest Territories. The costs of determining the market rent shall be apportioned equally between the parties. Such rent shall be payable in the same manner as rent is payable during the initial term.

There shall be no further right of extension except as provided above.

D. RENT

YIELDING AND PAYING THEREFORE to the Landlord as rent in lawful money of Canada:

D.1. BASE RENT

As Base Rent the sum of _____ Dollars
_____ Cents (\$ _____) per annum to be paid in equal monthly installments of
_____ Dollars and _____ Cents (\$ _____),
each payable in advance on the first day of each and every month in each and every year during the term.

D.2. ADDITIONAL RENT - O&M

And as additional rent the Tenant shall pay his proportionate share of the direct operating and maintenance costs as outlined in Schedule 5A. The first year estimate for these operating and maintenance costs is attached as Schedule 5D and shall be paid in equal monthly installments of _____ Dollars (\$ _____) each payable in advance on the first day of each and every month. Thereafter, for each lease year the estimated monthly installments for additional rents shall be one twelfth (1/12) of the actual rents for the prior lease year EXCEPT THAT in the second year the increase in additional rent shall not exceed 10% of the estimated first year costs.

The Landlord shall provide to the Tenant , within sixty (60) days of the completion of each lease year, with a statement of the actual costs incurred during the said period. This statement shall be supported by copies of invoices, vouchers, time sheets, etc. as required to verify costs, but nevertheless the Tenant shall have the right to audit the Landlord's accounts and records to verify the the accuracy of the statement.

In the event of a dispute arising after the accounts and records have been checked by the Tenant such accounts and records shall be referred to an independent professional accountant for preparation of an audited statement. In the event that there is more than a 5% difference from the amount originally charged by the Landlord, the Landlord shall pay the costs of the accountant's fees and in the event that there is less than a 5% difference, the cost of the accountant's fee shall be paid by the Tenant.

If the total costs incurred during the lease year exceed the total amount of the additional rent paid during the said period, the Tenant shall pay to the Landlord within forty-five (45) days after the Tenant received the said statement, as an adjustment to the additional rent, the difference of the said operating costs less the additional rent paid during the said period EXCEPT THAT in the first year no such adjustment shall be made and in the second year the total additional rent paid in monthly installments and in year end adjustment shall not exceed the estimated first year costs by more than 10%.

If the total costs incurred during the lease year are less than the total amount of the additional rent paid during the said period, the Landlord shall pay to the Tenant within forty-five (45) days after the Tenant received the said statement, as an adjustment to the additional rent, the difference of the total additional rent paid during the said period less the total operating costs.

E. THE TENANT COVENANTS AS FOLLOWS:

E.1. PAYMENT OF RENT

To pay the rent to the Landlord at the Landlord's address specified hereunder for service of notices or at such other place as the Landlord may from time to time designate by notice to the Tenant, without any deduction or set-off except as may be provided herein or except as provided by law.

E.2. ACCESS BY LANDLORD

That the Landlord and its agents may enter the premises at reasonable times to examine the condition of them or to effect the repairs, replacements or maintenance required of the Landlord provided that the Landlord gives reasonable prior notice to the Tenant and provided that such entry does not materially interfere with the Tenant's use and enjoyment of the premises.

E.3. USE OF DEMISED PREMISES

That the Demised Premises shall be used and occupied by the Tenant solely for the purposes of office accommodation.

E.4. BUSINESS AND SIMILAR TAXES

To pay when due business, machinery or other taxes, charges, rates and license fees assessed, levied or imposed by a competent authority in respect of the Tenant's business carried on in the Demised Premises.

E.5. NOTICE OF LETTING - SHOWING

To allow during the last THREE (3) months of the term such persons as may be desirous of inspecting the Demised Premises for the purposes of renting them to visit and inspect the same at all reasonable hours and upon reasonable notice.

E.6. SURRENDER

To deliver up to the Landlord forthwith at the expiry or sooner termination of the term, the Demised Premises in good and tenantable condition, excepting damage to the Demised Premises resulting from fire, the elements, other cause or casualty beyond the Tenant's control; reasonable wear and tear; repairs, replacements and maintenance for which the Landlord is responsible; and such other damages as are within the insurance to be provided by the Landlord.

Upon termination of this Lease the Tenant will immediately surrender and yield up possession of the Demised Premises to the Landlord and will forthwith surrender all keys to locks within the Demised Premises.

F. THE LANDLORD COVENANTS AS FOLLOWS:

F.1. QUIET ENJOYMENT

That upon the Tenant paying the rents and performing and observing the terms, covenants and conditions herein, it shall and may peaceably possess and enjoy the Demised Premises for the term hereby granted without any interruption or disturbance from or by the Landlord or any other person or corporation lawfully claiming by, through or under it.

F.2. INSURANCE BY LANDLORD

The Landlord will obtain and maintain throughout the term in respect of the Building insurance on an "All Risks" Commercial Building Form or equivalent basis, and Boiler and Machinery Insurance coverage, in amounts not less than the full insurable replacement value. (including the value of Tenant's fixed alterations and improvements.) Loss payable under these insurances shall be to the Landlord and Tenant, as their interests may appear.

The Landlord will ensure that all policies of insurance required hereby shall contain a waiver of subrogation by the insurer as against the Tenant, its affiliates, employees, servants and agents.

The Landlord will obtain and maintain throughout the term in respect of the Building and lands, Comprehensive General Liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars, and naming the Commissioner of the Northwest Territories as Additional Insured with respect to liability arising out of this agreement.

Prior to initial renewal and subsequent renewals, the Landlord will provide at least two (2) written quotations for review by the Tenant. The Landlord will pay all premiums owing in respect of said insurance, when due. Upon the submission of a receipted invoice for the insurance premium the Tenant will reimburse the Landlord for his proportionate share of that cost.

The Landlord will provide, prior to the commencement of the term and at any time during the term, to the Tenant's satisfaction, evidence that the insurance required hereby has been effected.

F.3. ASSIGNMENT AND SUBLETTING

The Tenant will not assign this lease or sublet the Lands or Building without the Landlord's prior written consent, which consent will not be unreasonably or arbitrarily withheld, PROVIDED, however, that no assignment or sublease of the premises by the Tenant shall relieve the Tenant of any of its obligations under the Lease.

F.4. MAINTENANCE AND REPAIR

The Landlord shall, at Landlord's expense, maintain, repair and keep in good working order all fixtures and equipment including heating, air conditioning, lighting, sanitary, mechanical, electrical or plumbing equipment, installations or apparatus located in the Demised Premises or in the Building or buildings containing the Demised Premises or which are necessary for the Tenant's use of the Demised Premises;

The Landlord shall, at Landlord's expense, as and when required make repairs to the roof, perimeter walls, foundation structure, load-bearing internal walls and columns of the Demised Premises or of the building or buildings containing the Demised Premises including all repairs to the interior of the Demised Premises occasioned by structural weakness or latent defects;

The Landlord shall, at Landlord's expense, repair, maintain, clean, paint and decorate the common areas including hallways, entrances and parking areas, and the exterior of the building;

The Landlord shall, at Landlord's expense, carry out all repairs, maintenance and decoration of the Demised Premises necessitated by fire, the elements or other cause or casualty;

The Landlord shall implement a preventive maintenance program which provides for periodic inspection, repair and replacement of Building and Demised Premises equipment, finishes and fixtures on a frequency not less than specified in Schedule "5C".

The Landlord will provide janitorial services to the demised premises as specified in Schedule "5B" attached;

The Landlord agrees to comply with applicable health, safety and building standards;

The Landlord agrees to expeditiously carry out all maintenance, repairs or replacements required of the Landlord and in the event the Landlord fails to do so after receiving notice from the Tenant, the Tenant shall have the right to effect such maintenance, repair or replacement and to set-off or deduct the cost of same, including a 10% administration fee, against or out of the rent that may then or at any time thereafter become due in respect of the Demised Premises.

The actual costs charged by the Tenant to effect such maintenance, repair, replacement, painting and decorating may be included in the Landlord's statement of operating and maintenance costs pursuant to Clause D.2, but not the Tenant's 10% administration fee nor will these costs be subject to the Landlord's management fee.

PROVIDED ALWAYS that costs incurred by the Landlord pursuant to this Clause F.4. shall be reimbursed to the Landlord to the extent such costs are the responsibility of the Tenant pursuant to Clause D.2 and Schedule "5A".

F.5. ACCESS BY TENANT

The Landlord shall permit the Tenant, its employees and all other persons lawfully requiring access to the Demised Premises to have the use, in common with other persons entitled thereto during normal business hours, of the main entrances, stairways, corridors, elevators and the use of lavatories and washrooms provided for male and female persons in the Building as shall from time to time be allocated for their use.

The Tenant and its employees, servants, agents and contractors may enter the Demised Premises when the Building is closed to the public but only by way of such entrances as the Landlord may designate from time to time and subject to such means as the Landlord may require to control the presence of persons within the Building when so closed.

F.6. TENANT'S ALTERATIONS

That the Tenant may, at the Tenant's expense, make changes, alterations or improvements to, or paint and decorate the interior of the Demised Premises without causing any structural weakness or damage to the Building, PROVIDED THAT such work will be in compliance with all applicable statutes, ordinances, regulations and by-laws.

F.7. ASSIGNMENT BY LANDLORD

That the Landlord shall not assign the Lease without the prior written consent of the Tenant.

F.8. ABILITY TO LEASE

That the Landlord is entitled to enter into this Lease and the nature of the Landlord's possession of the Demised Premises enables the Landlord to lease the Demised Premises under the term of and for the entire term of this Lease and of any extensions thereof.

F.9. ENCUMBRANCES ON TITLE

That the Landlord shall not cause, permit or suffer any Caveat, Mechanic's Lien or other encumbrance to be maintained against the lands on which the Demised Premises are located without the written permission of the Tenant which shall not be unreasonably withheld;

That the Landlord will indemnify and save harmless the Tenant respecting Mechanic's Liens or other liens for any work done or materials provided or services rendered for improvements, alterations or repairs, if any, made by the Landlord to the Demised Premises.

F.10. LANDLORD'S MISCELLANEOUS COVENANTS

To pay as they fall due all taxes and rates, municipal, parliamentary or otherwise levied against the Building and lands or the Landlord on account thereof;

To provide washroom and lavatory accommodation for men and women with such hot and cold water, soap, towelling and toiletries that may be reasonably required;

To provide sufficient heating, ventilating and air conditioning of the Demised Premises to maintain a temperature of 20° to 24° Celsius while avoiding simultaneous heating and cooling at a Relative Humidity of not less than 20% with 4 to 10 air changes per hour for air circulation and a minimum of 10 l/sec/occupant of filtered outdoor air at a noise level of NC30 to 45 measured at the diffuser therein at all times between the hours 7 AM and 9 PM Monday to Friday and 9 AM to 6 PM weekends and Holidays;

To cause the common areas of the Building in which the Demised Premises are located to be cleaned and maintained regularly to the standard of a first class building and in keeping with the purpose for which the Demised Premises are being used;

To pay as they fall due all charges for electrical energy, heating fuel, and water and sewage services supplied to the Demised Premises;

To provide a directory board in the main lobby of the Building in which the Demised Premises are situated which clearly indicates the location of each Department/Division and other occupants as amended from time to time;

To keep the parking lots, sidewalks, entrances, outside walkways and stairways, curbs and landscaped areas adjoining the building free and clear of ice, snow, dirt and rubbish and in a state of good repair;

That costs of all services and supplies in respect of the Demised Premises, including the apportioned costs of shared items, will be net of Federal Sales Tax and any other rebates or discounts available to the Landlord by reason of the Tenant's status or otherwise available and further that the aforesaid costs shall exclude any penalty or interest payable and any taxes on income or profit of the Landlord.

PROVIDED ALWAYS that any costs incurred by the Landlord pursuant to this clause shall be reimbursed to the Landlord to the extent such costs are the responsibility of the Tenant pursuant to Clause D.2.

F.11. LOCAL SERVICES

The Landlord shall take full advantage of locally provided services when undertaking the repair and maintenance activities required under this lease.

Any costs claimed by the Landlord for services obtained outside Yellowknife, where a similar service is available locally, may be disallowed by the Tenant as part of the claim for additional rent under Clause D.2.

G. MUTUAL COVENANTS

G.1. DAMAGE

In the event the Demised Premises or any portion thereof be destroyed by fire, the elements or other cause or casualty during the term, or not being totally destroyed are damaged to such an extent as in the opinion of the Tenant will render the same unfit for occupancy, the Tenant may give notice to the Landlord requiring the Demised Premises, within a reasonable time to be mentioned in said notice, to be repaired and put in such condition which in the opinion of the Tenant will be necessary to render them suitable for occupancy for the purpose for which they have been leased. The Landlord shall within Seven (7) days after receipt of said notice give notice to the Tenant that the Landlord intends so to repair and the Landlord hereby covenants to repair accordingly. Upon failure by the Landlord to repair within such reasonable time as may be stipulated by the Tenant, the Tenant may, but shall not be bound to, terminate the lease and surrender the Demised Premises or any portion thereof or repair the same and charge the cost of such repairs against the total rent thereafter to be paid; PROVIDED always that the rent for any portion of the Demised Premises damaged or destroyed as aforesaid, shall cease to be payable forthwith upon such damage and until such time as the Demised Premises in the opinion of the Tenant become fit for occupancy again.

G.2. EXPROPRIATION

If the Demised Premises or any part thereof are expropriated or condemned by any competent authority the Landlord shall immediately notify the Tenant and the Tenant may terminate this Lease by giving notice to the Landlord and thereupon rent and all other payments payable by the Tenant shall be apportioned and paid to the date of termination and the Tenant shall surrender and yield up possession of the Demised Premises. Nothing herein shall affect or limit the Tenant's rights to compensation or to damages against the expropriating authority. If any award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefore to the Tenant.

G.3. INDEMNITY

Except to the extent that the claim, action, demand or liability referred to in this clause is caused by the negligence of the Tenant or another person for whose negligence the Tenant is responsible in law, the Landlord agrees to indemnify and save the Tenant harmless from and against any and all manner of claims, actions, demands and liabilities by or to third parties of any nature whatsoever relating to or arising during the term hereof out of any breach, violation or non-performance of any covenant, condition or agreement of this Lease set forth and contained on the part of the Landlord to be fulfilled, kept, observed or performed. The obligation of the Landlord to indemnify the Tenant under the provisions of this clause with respect to liability by reason of any matter arising prior to the termination of this Lease shall survive any termination of this Lease.

G.4. HOLDING OVER

In the event the Tenant remains in possession of the Demised Premises after the expiration of this Lease the Tenant will be deemed to be occupying the Demised Premises as a Tenant from month to month at a monthly rental equal to one twelfth (1/12) of the annual rental payable during the last full year of the term of this Lease AND SUBJECT ALWAYS to all of the covenants, agreements, conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year will not be created by implication or law; PROVIDED that nothing in this clause contained shall be construed as in any way limiting action or remedies by law provided for expulsion of the Tenant or for damages occasioned by the Tenant's holding over.

G.5. DEFAULT

In case of unlawful breach, non-observance or non-performance by the Tenant of any of the covenants on the part of the Tenant to be observed or performed, the Landlord before exercising any remedy or action available to it shall give the Tenant Thirty (30) days notice to remedy such breach, non-observance or non-performance and if after the expiry of the notice period the breach remains unremedied then and in every such case the Landlord in addition to any other remedy or action may enter into and upon the Demised Premises and repossess and enjoy the same as its former estate.

G.6. NON-CANCELLATION OF LEASE

The parties hereto covenant and agree each with the other that the term of this Lease be not subject to cancellation or early termination for any cause whatsoever, except as expressly provided for herein, and any such cancellation or early termination by either of the parties will enable the other party to seek all legal remedies which would normally be available to it by implication or operation of the law.

G.7. REMOVALS

The Tenant shall have the right at any time prior to or at the expiration of the term to take, remove and carry away from the Demised Premises all property of every kind brought in or installed on or affixed to the Demised Premises by it, whether before or after the commencement date of this lease, provided that the Tenant shall make good any damage or injury caused to the Demised Premises by reason of such removal.

Should the Tenant elect not to remove such alterations or improvements they shall become the property of the Landlord without any compensation being paid therefor.

H. GENERAL

H.1. SUCCESSORS BOUND

Everything herein contained shall, except as otherwise provided, be binding upon and enure to the benefit of the parties hereto and their respective successors, heirs, administrators and permitted assigns.

H.2. CAPTIONS

The captions, clause or paragraph numbers, headings, index and marginal notes appearing in the Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Lease nor any part thereof.

H.3. INTERPRETATION

The provisions of this Lease shall be interpreted according to the laws of the Northwest Territories.

If any clause or part of a clause contained in this Lease shall be judicially held invalid or unenforceable the remainder of this Lease shall be interpreted as if such clause or part of a clause had not been included.

H.4. AMENDMENT

This Lease shall not be or be deemed or construed to be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns specifically asserting that the Lease is thereby amended.

H.5. WAIVER

Any condoning, excusing or overlooking by the Landlord or the Tenant of any default or non-observance by the Tenant or the Landlord at any time in respect of any covenant, provision or condition contained herein shall not operate as a waiver of the Landlord's or the Tenant's rights or obligations hereunder in respect of any subsequent default, breach or non-observance.

H.6. REMEDIES CUMULATIVE

All rights and remedies of the Landlord and the Tenant enumerated in this Lease are cumulative and none will exclude any right or remedy allowed by law. The use of any right or remedy allowed by law shall not prejudice any other covenants herein.

H.7. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to this Lease.

H.8. TIME

Time shall be of the essence hereof.

H.9. NOTICES

Any notice or invoice provided for in this Lease shall be given in writing and may be personally delivered or posted by prepaid registered mail and shall be addressed to the Landlord or Tenant as follows:

TENANT

Regional / District Superintendent
Department of Public Works
Government of the Northwest Territories
_____ Region
_____, N.W.T.
_____ (postal code)

LANDLORD

Name of company _____
Office Address _____
_____, N.W.T.
Postal Code _____

or at such other address as the Landlord or Tenant may from time to time notify each other.

Every such notice or invoice if delivered by hand shall be deemed to have been received on the date of delivery thereof and every such notice if sent by prepaid registered mail shall be deemed to have been received on the 7th day from the date of posting thereof.

H.10. RELATIONSHIP OF THE PARTIES

No act of the parties hereto nor any other provisions contained herein shall create any relationship between the parties hereto other than that of Landlord and Tenant.

In the event of any litigation arising out of this Lease the parties hereto agree that the Tenant or the Landlord may commence such action in the Supreme Court of the Northwest Territories and the Tenant may bring such action in the name of the Commissioner of the Northwest Territories, as Plaintiff, and the Landlord may sue the Tenant in the name of the Commissioner of the Northwest Territories as Defendent.

H.11. SECTION 46 FINANCIAL ADMINISTRATION ACT, 1987

It is a condition of every contract providing for the payment of any money by the Territories that payment pursuant to the contract is subject to there being a sufficient unencumbered balance in the appropriate activity for the fiscal year in which the funds would be required under the contract.

H.12. REGISTRATION

It is the intention of the Landlord and the Tenant that this Lease be registered against the title to the land on which the Building is situated. Registration and the costs thereof shall be the responsibility of the Tenant but the Landlord shall render all necessary assistance and provide all necessary documents to the Tenant in this regard.

IN WITNESS WHEREOF the Party of the First Part has hereto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set his hand and seal on the day, month and year above written.

LANDLORD:

Per:

SEAL

Per:

TENANT:

**THE COMMISSIONER OF THE
NORTHWEST TERRITORIES:**

Per: _____

Nellie Courmoyea
Minister of Public Works

Witness

DATED: _____

SCHEDULE "5A"

5A. ADDITIONAL RENT - CLAUSE D.2

Tenant's proportionate share of the operating and maintenance costs of the building:

A. UTILITIES:

- 1) ____% of the cost of supplying water and removing sewage from the building;
- 2) 100% of the cost of electrical energy for the Demised Premises
- 3) ____% of the cost of fuel and common area electricity supplied to the building;
- 4) ____% of the cost of garbage removal from the building;

B. REPAIRS AND MAINTENANCE:

- 5) ____% of the direct cost of repair and maintenance of the building and its systems including, but not limited to, heating, ventilation, air-conditioning, plumbing, elevators and electrical equipment, and replacement of all fixtures and equipment which by their nature require periodic replacement. Major capital replacement and major structural repairs shall be at the cost of the Landlord;
- 6) ____% of the actual cost of cleaning, decorating and painting the common areas of the building if any;
- 7) 100% of the costs of janitorial service to the Demised Premises;
- 8) ____% of the cost of snow removal from and sweeping of the driveways, pathways and common parking areas pertaining to the building;

C. TAXES :

- 9) ____% of the cost of the land lease and real property, local improvement and school taxes, rates and charges, charged, levied or rated by any competent authority, and the cost of all appeals therefrom less any discount allowed for prompt payment but excluding any penalties or interest payable and any taxes, rates or charges levied on machinery or equipment owned by another tenant of the building and any taxes on the income or profit of the Landlord;

D. INSURANCE:

- 10) ____% of the cost of insurance as to be provided by the Landlord pursuant to Clause F.2;

E. ADMINISTRATION COSTS:

- 11) ____% of the sum of the costs set out in 5,6,7, and 8 above on account of the Landlord's administration costs.

The operation and maintenance costs noted above are for work performed directly on the Building including on site supervision of employees or contractors. Excluded are costs for bookkeeping, legal or accounting services, office management or other administration costs. Such costs are considered covered under "11. Administration".

SCHEDULE "5B "

5B CLEANING SPECIFICATIONS

DAILY:

1. Sweep stairways, elevator lobbies, etc.
2. Vacuum entire carpeted areas.
3. Damp mop and repolish tiled floors as required or as directed, ie: elevator lobbies, etc.
4. Dust all fixtures including window sills, ledges, etc.
5. Empty and clean all ash trays.
6. Clean front entrance doors including glass (where applicable).
7. Wash and disinfect all washroom floors and fixtures.
8. Replenish paper towels, toilet tissue and toilet soap.
9. Empty all waste baskets and wipe clean, wash weekly.
10. Wash terrazzo floors.
11. Brass, metal door frames and hardware to be cleaned of finger marks.
12. All mats to be removed and cleaned on both sides.

WEEKLY:

1. Wash, wax and polish public lobbies, excluding terrazzo floors.
2. Clean and polish all interior and exterior ornamental metal.
3. Interior glass doors to be washed.
4. Counter tops washed and polished.
5. All tiled floors to be buffed at least twice weekly.
6. Toilet partitions to be cleaned.
7. All stairs to be washed.
8. All notice boards to be cleaned.

MONTHLY:

1. Wash, wax and polish all tiled floors, excluding terrazzo and concrete floors.

NOTE: Inclement weather conditions and other circumstances will at times necessitate additional floor cleaning to be carried out. This will be done without additional cost or being specifically requested.

2. Wash, wax and polish counter tops.
3. Wash all finger marks from walls, doors, etc.
4. Wash all glass partitions and draft deflectors.
5. Scrub terrazzo floors.
6. Clean all light wells (where applicable).
7. Dust all venetian blinds (where applicable).
8. Dust and clean all air intake grills.
9. Wash all window stools (where applicable).
10. Wash washroom walls.
11. Clean all ceramic tile (where applicable).

SCHEDULE "5B"

SEMI-ANNUAL:

1. Wash all interior glass and door transom glass (where applicable).
2. Wash and scrub with abrasive all terrazzo floors.
3. Wash down all exterior marble and granite around entrance ways (where applicable).
4. Wash all venetian blinds (where applicable).
5. Shampoo all carpeted areas using a commercial grade anti static treatment.

YEARLY:

1. Dust and wash all walls, dust all ceilings.
2. Vacuum out all accessible ductwork, in the vicinity of return air grills.

OTHER DUTIES:

1. Wash all exterior windows, both sides a minimum of twice yearly.
2. Clean all light fixtures, including lights bulbs and fluorescent tubes, annually.
3. Replace burned out light bulbs and fluorescent tubes as required.
4. Strip tile floors of old wax every three months and rewax entire area.
5. Dust and oil all wood panelled walls every three months (where applicable).
6. Remove all storm sash in the Spring and replace in the Fall, properly cleaned and washed (where applicable).
7. Replenish Dual Dispensers (napkin and tampon) in womens washrooms.

GROUNDS:

1. To carry out removal of snow and ice including dirt, dust or other loose or objectionable materials, from sidewalks, including municipal sidewalks, if applicable, driveways and parking lots to ensure the safety of the public and the unhindered flow of vehicular traffic.

INSPECTION:

1. The Department of Public Works will have the right to inspect the Building to ensure that the work is being performed to the Department's satisfaction.
2. The Owner of the Building will be responsible for the supply of all cleaning materials and equipment such as: soap, liquid detergent, wax, sink and toilet cleaners, dusters, disinfectants, mops, brooms, pails, floor-polisher-scrubber, incandescent bulbs, fluorescent tubes, starters, towels, toilet tissue, and any other supplies necessary to keep the Building in a clean condition.

Notwithstanding the requirements of the foregoing Cleaning Specifications, there shall be no objection to a building Owner adopting a cleaning program of a standard normally practised in a Class "A" office building, subject to prior approval of the Department of Public Works.

5C MAINTENANCE OF BUILDING SERVICES

Item	Activity	Frequency
1.	Hot water boiler/heaters	Check/repair Semi-annual
2.	Hot water piping	Check/repair Semi-annual
3.	Hot water circulating pumps	Check/repair Semi-annual
4.	Other pumps	Check/repair Semi-annual
5.	Convection heaters	Check/repair Annual
6.	HVAC systems	Check/repair Annual
7.	HVAC controls	Check/repair Annual
8.	Electric motors	Check/repair Semi-annual
9.	Electrical panels	Check/repair Annual
10.	Lighting (exterior / interior)	Check/repair Annual
11.	Emergency Lighting	Check/repair Monthly
12.	Washroom fans	Check/repair Annual
13.	Fans in special areas	Check/repair Annual
14.	Fuel tank	Check/repair Annual
15.	Fuel tank	Paint Every 5 years
16.	Water and sewage holding tanks	Check/repair Annual
17.	Heat trace	Check/repair Annual
18.	Plumbing (taps, toilets, piping)	Check/repair Annual
19.	Smoke detector	Check/repair Annual
20.	Heat detector	Check/repair Annual
21.	Fire extinguisher	Check/repair Annual
22.	Fire extinguisher	Hydrostatic test Every 5 years
23.	Sprinkler System (wet or dry)	inspection Annual
24.	Sprinkler System (wet or dry)	certified flushout Every Five Years
25.	Elevator	Check/repair Quarterly
26.	Air distribution - demised premises	Air balance report Every two years

5C-1 BUILDING STRUCTURE:

Item	Activity	Frequency
1.	Interior walls	Paint Every 4 years
2.	Interior walls (patch up)	Check/repair Annual
3.	Exterior walls	Paint Every 4 years
4.	Exterior walls (patch up)	Check/repair Annual
5.	Parking rails	Paint Every 4 years
6.	Parking rails	Check/repair Annual
7.	Foundation	Check/repair Annual
8.	Roofing	Check/repair Annual
9.	Roofing	Replace Every 20 years
10.	Flooring	Check/repair Annual
11.	Flooring (carpet)	Replace Every 5 - 10 years
12.	Flooring (composition)	Replace Every 5 -10 years
13.	Windows	Check/repair Annual
14.	Doors and Hardware	Check/repair Annual

COMMERCIAL LEASE - PART .5

SCHEDULE - 5D

FIRST YEAR - OPERATION & MAINTENANCE CLAIM:

Estimated Operation and Maintenance costs for the demised premises are as follows: site

UTILITIES

Water and Sewer	\$ _____
Demised area Electricity	\$ _____
Common area Electricity	\$ _____
Fuel	\$ _____
Garbage removal	\$ _____
TOTAL	\$ _____

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REPAIRS AND MAINTENANCE

Repairs and Maintenance	\$ _____
Cleaning, decorating, painting of common areas	\$ _____
Professional services in demised area	\$ _____
Asbestos Removal	\$ _____
TOTAL	\$ _____

TAXES

Property, local improvement, school and other specified taxes	\$ _____
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INSURANCE

Specialty liability insurance	\$ _____
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ADMINISTRATION

Administration fee at ____% of 5,6,7 and 8 above	\$ _____
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Operating and Maintenance Costs	\$ _____
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Operation and maintenance costs noted above are for work performed directly on the Building on a site supervision of employees or contractors. Excluded are costs for bookkeeping, legal or other services, office management or other administration costs. Such costs are considered covered under "Administration".

END OF PART -5 SCHEDULES