



HEAD OFFICE
425 Ainess Street, Downsview (Toronto)
Ontario M3J 2H4 Canada
Telephone: (416) 667-1211 Telex: 06-217501

October 29, 1986

Dr. Bruce S. Mallett, Chief
Materials Licensing Section
United States Nuclear Regulatory Commission
Region III
799 Roosevelt Road
Glen Ellyn, Illinois
60137 USA

Subject: License No. 12-21478-01

Dear Dr. Mallett:

In reply to your letter of October 7, 1986, we would like to continue our program with NRC. We wish to amend our present license for our new warehouse location, which is:

Mirtone Industries Inc.
2225 Kenmore Avenue
Tonawanda, N.Y.
USA 14207

As per my conversation with Mr. Steve Baggett at NRC Washington, we need an exempt distribution license only, since we are applying to New York for a possession and storage license.

Please find attached a cheque number 06174 for \$150US to cover the cost of the amendment. Please feel free to contact me at (416) 667-1211 EXT. 114 if you have any questions.

Yours sincerely,

Mara Cherub

Mara Cherubin, CET

Encl.

Log	Dec-1-1986
Remitter	
Check No.	06174
Amount	\$150
Fed Category	34
Type of Fee	And
Date Check Recd	12/19/86
Date Completed	12/13/86
By	Messier

*we'd
LFMB
12/19/86*

8801220314 861029
NMSS LIC30
31-24822-01E PDR

CONTROL NO. 82450

RECEIVED

NOV 03 1986

NOV 3

1986

REGION III

475 ALNESS STREET, DOWNSVIEW
(TORONTO) ONTARIO M3J 2M4, CANADA
TELEPHONE (416) 887-1211
SERVICE 887-1240 TELEX 08-277501

Terms and Conditions of This Order

- 1 Acknowledge this order in writing stating when shipment will be made
- 2 Make no substitutions or changes without authority from us
- 3 If price incorrect please advise prior to accepting this order
- 4 We reserve the right to cancel this order or any portion of same, if delivery is not made as and when specified

10 | 16 | 20

THE FOLLOWING MUST BE
ATTACHED TO EACH INVOICE AND COMPLETION
PAGE:

SHIP TO

THE OCEAN

Geo. E. W. M. 1841

☐ Collect ☐ Prepaid

FOB

GA 020162 PO# 81425

Please Supply the Following Goods Subject to the Conditions Specified Below

[illegible]

SPECIAL INSTRUCTIONS

MIRTONE INDUSTRIES LTD.

A177466 1991/11/13, 1992/11/13

I = INCLUDED
T = EXTRA
CR = EXEMPT

PST	FSI
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

①

Memorandum For: Glenda Jackson, CFMB
John Hickey, NMSS

From: Bruce Mallett, Region III

Subject: MIRTONE INDUSTRIES LIMITED, LIC. NO.
12-21478-01

3P
374 030-
20835

As per our telephone conversations, attached are control sheets and back up materials for 2 ~~the~~ actions. One action is for an amendment to terminate the subject license and has been assigned a control number = 382249. The second action is for a new license for distribution only from a New York address and has been assigned a control number = 382450. I have also attached the fee sheet and fee for the new license action.

Both of these actions arose out of the returned mail system. I believe there is sufficient information to close out and terminate the place of use and license, respectively, for the Illinois license (see letter and attachments dated September 16, 1986 and inspector's memo to file dated May 1, 1986).

From telephone conversations with Lloyd Bolling, OSB, it is understood that MIRTONE is in the process of applying for a possession license with the State of New York.

~~8801220623 2P~~

82450

(2)

Since both actions will be issued by NMSS, I have entered them in the LMS under reviewer code IO. If you have any questions please contact me at FTS: 388-5742. My contact at MIRTONE has been Ms. Mara Chernin at 416-667-1211.

Region III has notified MIRTONE in letter dated October 7, 1986, that they are in 'noncompliance' for this relocation to New York and termination of activities in Illinois without notification to the NRC. We do not plan on taking any further enforcement action unless there is a problem in issuing the termination or new license.

Bruce J. Mallett, Chief
Materials Licensing Section, Region III

CONVERSATION RECORD			TIME	DATE
TYPE	<input type="checkbox"/> VISIT <input type="checkbox"/> CONFERENCE <input checked="" type="checkbox"/> TELEPHONE			
		<input type="checkbox"/> INCOMING <input checked="" type="checkbox"/> OUTGOING		
Location of Visit/Conference:				
NAME OF PERSON(S) CONTACTED OR IN CONTACT WITH YOU		ORGANIZATION (Office, dept., bureau, etc.)	TELEPHONE NO.	
Mara Greenstein		MARTONE	416-667-1211	
SUBJECT				
M.C. Lic. No. 12-2478-01 and 7/29/86 letter.				

ROUTING	
NAME/SYMBOL	INT

SUMMARY

B. Mallitt asked to clarify following:

1. Status of license in Nagerville, IL. Mara Greenstein stated she is now the contact pt. for the license. They removed all material from Nagerville. The license was really only for sales rep. in U.S. to receive & redistribute smoke detectors from manufacturers in Canada. B. Mallitt asked Mara to clarify in a letter what happened to all old material & method used to assess no longer in Nagerville.

2. B. Mallitt asked Mara to indicate nature of Torawanda, NY facility & whether it processes license for devices. May not need one if transferred to Torawanda as an exempt licensee.

3. B. Mallitt asked Mara to state what they want done with license (i.e., terminate; amend. to change making address, etc.).

ACTION REQUIRED

A 10/2/86 telcon to L. Bolling in State Program - Mr. Bolling chd of MARTONE has a

NAME OF PERSON DOCUMENTING CONVERSATION	SIGNATURE	DATE
license for redistribution of smoke detectors in State of NY.		

ACTION TAKEN

asked licensee to respond in writing.

SIGNATURE	TITLE	DATE
Bruce Mallitt		9/8/86

CONVERSATION RECORD

TIME

DATE

11/10/86

TYPE

☐ VISIT☐ CONFERENCE☒ TELEPHONE☐ INCOMING☒ OUTGOING

Location of Visit/Conference:

NAME OF PERSON(S) CONTACTED OR IN CONTACT WITH YOU

Mara Cherubin

ORGANIZATION (Office, dept., bureau, etc.)

Mikone

TELEPHONE NO.

(416) 667-1211

ROUTING

NAME/SYMBOL

INT

SUBJECT

Request to terminate use in Niperville and transfer to New York

SUMMARY

S. Mallett discussed following w/ Mara Cherubin:

1. Understand they are in process of obtaining possession license in State of New York for Tonawanda address. Region III will terminate licenses in Region III concurrent w/ issuance of new license for distribution (E) only from New York Address.
2. E license will be issued from NRC, Washington, D.C. office
3. Possession license will be obtained from State of NY as stated in Mikone's Oct. 29, 1986 letter.

ACTION REQUIRED

New license w/ E no. & NY address.
Note on fw sheet - this is amendment to change address for
for NY 12-21478-01

NAME OF PERSON DOCUMENTING CONVERSATION

SIGNATURE

Bruce S. Mallett

DATE

11/7/86

ACTION TAKEN

NOTE: Termination is under control # 382249.

SIGNATURE

TITLE

CONTROL NO. 82450

DATE



UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION III
799 ROOSEVELT ROAD
GLEN ELLYN, ILLINOIS 60137

DATE: 10/7/86

THIS IS TO ACKNOWLEDGE THAT THE GLEN ELLYN OFFICE OF THE NUCLEAR
REGULATORY COMMISSION HAS RECEIVED YOUR:

LETTER DATED/RECEIVED 9/16/86

APPLICATION DATED/RECEIVED _____

THIS IS AN ACKNOWLEDGEMENT ONLY, NOT A REPLY TO YOUR REQUEST.
THE FOLLOWING NUMBERS HAVE BEEN ASSIGNED. PLEASE REFER TO THEM
IN FUTURE CORRESPONDENCE.

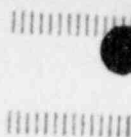
LICENSE NUMBER 12-21478-01 CONTROL NUMBER 82249

PLEASE CALL 312-790-5625 IF YOU HAVE QUESTIONS REGARDING YOUR REQUEST.

THANK YOU.

R111

UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION III
799 ROOSEVELT ROAD
GLEN ELLYN, ILLINOIS 60137



MD

*Mirone Ind. LTP.
510 West 5th Ave
Naperville, IL 60540*

F-05

OCT 21 1986

MIR 10 231136N1 10/11/86

Attn: Wala Ch

RETURN TO SENDER
NO FORWARDING ORDER ON FILE
UNABLE TO FORWARD

201

LEASE

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT
BEGINNING	ENDING	
October 25, 1982	January 1, 1983	Sec. Dep. \$1065.00
	December 31, 1984	Monthly Rent \$1225.00

Location of Premises: 510 West Fifth Avenue Naperville, Illinois 60540

Purpose:

Retail Wholesale - sales of fire alarms, intercommunication and life safety system

LESSEE	LESSOR
NAME: Mirtone Industries, Ltd.	NAME: Mill Street Properties
ADDRESS: 1552 Columbia Street	ADDRESS: c/o Mustang Construction
CITY: Naperville, Illinois 60540	CITY: 600 West Fifth Avenue
	Naperville, Illinois 60540

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

WATER,
GAS AND
ELECTRIC
CHARGES

2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessee shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING;
ASSIGNMENT

3. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created as liquidated damages.

LESSEE NOT
TO MISUSE

4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating permitted by applicable local ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part, except for commercial cleaning solvents used in maintenance of the premises.

CONDITION
ON
POSSESSION

5. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

REPAIRS AND
MAINTENANCE

6. Lessee shall keep the Premises and appurtenances thereto in a clean, slightly and healthy condition and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, less by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, slightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants, employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in the condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

ACCESS TO
PREMISES

7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same but not before 60 days before termination of this lease. *At reasonable times not interfering with Lessee's business.

NON-
LIABILITY
OF LESSOR

8. Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or water pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are

*** possession of premises.

LEASE AGREEMENT

UNILAND DEVELOPMENT COMPANY

and

MIRTONE INDUSTRIES, INC.

Date: May 15th, 1984

Lease No. 757

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LEASE AGREEMENT

THIS LEASE AGREEMENT made this 15th day of MAY, 1984
by and between UNILAND DEVELOPMENT COMPANY, a general
partnership, 260 Wales Avenue, Tonawanda, New York 14150,
hereinafter called "Landlord", and MIRTONE INDUSTRIES, INC.,
a Corporation located at 425 Alness Street, Downsview,
Ontario, Canada M3J 2H4, hereinafter called "Tenant."

FIRST: DESCRIPTION Landlord leases to Tenant
and Tenant hereby takes office, shop and warehouse space
comprising approximately of approximately 4,000 square feet
of demised area and proportioned share of common area in a
building located at Tonawanda Commerce Centre,
Building O, 2245 Kenmore Avenue, Tonawanda, New York; more
specifically designated on a plan attached hereto and
designated as Schedule "A" and made a part hereof.

SECOND: TERM The term hereof shall commence
on the 1st day of the month following Tenant's acceptance of
premises and continue for a period of five (5) years.

THIRD: RENT The total rent shall be
Seventy-Nine Thousand Twenty and 00/100 Dollars
(\$79,020.00), payable as follows: One Thousand Three Hundred
Seventeen and 00/100 Dollars (\$1,317.00) on or before the
signing of the Lease as the 1st month's rent and on the 1st
day of the second month of the tenancy and on the 1st day of
each and every calendar month thereafter, Tenant shall pay to
Landlord the sum of One Thousand Three Hundred Seventeen and
00/100 Dollars (\$1,317.00) during the said term. All rents
shall be paid to Landlord or authorized agent at 260 Wales
Avenue, Tonawanda, New York 14150 or at such other places as
may be designated by Landlord from time to time. Rental rate
is expressed in U.S. Dollars and shall be paid by draft from
a banking institution located in the United States. *in Canada*
(22)

State of New York)
County of Erie) ss:

On this 15th day of May, 1984,
before me, the subscriber, personally appeared
CARL J. MONTANTE, general partner in the Uniland Development
Company, a limited partnership doing business under the laws
of the State of New York and he acknowledged to me that he
has executed the within Lease Agreement as such general
partner acting on behalf of such partnership.

F. Louise Burns
F. LOUISE BURNS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1985

Province
~~State~~ of ONTARIO)
County of CANADA) ss:

On this 11th day of MAY 1984, personally
appeared LARRY LETOFSKY of Mirtone
Industries, Inc. a Corporation, said Corporation being named
above, deposes and says that he resides at 323 RIVERVIEW DRIVE,
TORONTO, ONTARIO and that he is the officer of said
Corporation, the Corporation described in and who executed
the foregoing Lease Agreement; that he knows the seal of said
Corporation, that the seal affixed to said instrument is such
Corporate seal; that it was fixed by the Order of the Board
of Directors of said Corporation and that he signed his name
thereto by like order.

DAVE
DAVID H. HARRIS, a Notary Public, etc.,
Notary Public of New York, for his Chartered
Accountant Position.
Expires March 14, 1987.

LEASE AGREEMENT
UNILAND DEVELOPMENT COMPANY
AND
MIRTONE INDUSTRIES, INC.

Date: 3/5/85
Lease No. 757-F

ATTORNEYS AT LAW • 135 DELAWARE AVE. • SUITE 405 • BUFFALO, NEW YORK 14203 • (716) 856-5410

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 7th day of FEB, 1985, by and between UNILAND DEVELOPMENT COMPANY, a New York general partnership, 260 Wales Avenue, Tonawanda, New York 14150, hereinafter called "Landlord", and MIRTONE INDUSTRIES, INC., a Corporation located at 425 Alness Street, Downsview, Ontario, Canada M3J 2H4 hereinafter called "Tenant".

FIRST: LEASED PREMISES. Landlord leases to Tenant and Tenant hereby takes office and warehouse space comprising of approximately 12,060 square feet in Building Q, located at 2225 Kenmore Avenue, Buffalo, New York 14207 more specifically designated on a plan attached hereto and designate as Schedule "A" and made a part hereof.

SECOND: TERM. The term hereof shall commence on the first day of the month following Tenant's acceptance of the Leased Premises pursuant to paragraph "SIXTH" herein, and continue for a period of five (5) years.

THIRD: RENT. The total rent shall be TWO HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED DOLLARS (\$238,200.00) payable as follows: on or before the signing of the Lease as the first month's rent the sum of THREE THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$3,970.00) and on the first day of the second month of the tenancy and on the first day of each and every calendar month thereafter, Tenant shall pay to Landlord the sum of THREE THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$3,970.00) during the said term. Tenant shall be liable for and Landlord may collect a late charge of up to five percent (5%) on any installment of rent or other sums due hereunder in the event Tenant shall fail to pay same within ten (10) days after the date such installment becomes due hereunder. Such charge shall be in addition to and not in lieu of any other remedy of Landlord hereunder. All rents shall be paid to Landlord or authorized agent at 260 Wales Avenue, Tonawanda, New York 14150, or at such other places as may be designated by Landlord from time to time.

ATTORNEYS AT LAW • 115 DELAWARE AVE • SUITE 405 • BUFFALO, NEW YORK 14202 • (716) 854-7410
PARRINO, COOPER, BUTLER & DOBSON

FOURTH: CONSTRUCTION OF LEASED PREMISES. Landlord, within 30 days after the signing of the Lease, shall cause to be built and completed in in Building Q, 2225 Kenmore Avenue, Buffalo, New York 14207 office and warehouse space more specifically described in Schedule "B", attached hereto and made a part hereof. The Leased Premises shall be constructed in a good and workmanlike manner. Landlord warrants that the Leased Premises will be constructed with new materials of good quality and in accordance with all the currently existing laws, ordinances and statutes of the municipal or State governments.

FIFTH: DELAYS IN CONSTRUCTION. In the event that all improvements have not been completed within 30 days after the signing of the Lease, Tenant shall have the right but not the obligation to enter into possession of such portions as may be ready for occupancy and Landlord shall diligently proceed so as to place the Leased Premises in conformance with Schedule "B" within 60 days after the signing of the Lease. During such period of partial occupancy, the rent to be paid hereunder shall be apportioned as to include only that floor space actually occupied by Tenant. For the purposes of apportionment of rent under this Paragraph and Paragraph "SEVENTH" only, it is agreed that office space shall be annually let for \$ per square foot, and warehouse space at the annual rate of \$ per square foot. No entering into possession by Tenant of any portion of the Leased Premises under the provisions of this paragraph shall constitute waiver of Landlord's obligation to complete unfinished items of construction or to correct defective work so as to bring the improvements in accordance with Schedule "B". If Landlord is unable to deliver possession of total Leased Premises within 90 days after the signing of the Lease, either party may terminate this Lease without any claim for damages and all advanced rents and security deposits shall be refunded by Landlord to Tenant.

SIXTH: POSSESSION. The entire Leased Premises shall be considered ready for possession and Tenant shall accept the entire Leased Premises when:

STATE OF NEW YORK)
) SS.
COUNTY OF ERIE)

On this 5th day of March, 1985, before me, the subscriber, personally appeared CARL J. MONTANTE, Partner in the UNILAND DEVELOPMENT COMPANY A General Partnership doing business under the laws of the State of New York, and he acknowledged to me that he has executed the within Lease Agreement as such general partner acting on behalf of such partnership.

F. Louise Burns

F. LOUISE BURNS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1985

PROVINCE OF ONTARIO)
) SS.
JUDICIAL DISTRICT)
OF YORK)

On this 15th day of FEBRUARY, 1985, personally appeared Larry Letofsky, of MIRTONE INDUSTRIES, INC. said corporation being named above, deposes and says that he resides at 323 Riverview Drive, Toronto, Ontario and that he is an officer of said corporation, the corporation described in and who executed the foregoing Lease Agreement; that he knows the seal of said Corporation, that the seal affixed to said Instrument is such Corporate seal; that it was affixed by the Order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

Richard Harold Klein
RICHARD HAROLD KLEIN, a Commissioner, etc.,
Judicial District of York, for his Chartered
Accountant Practice,
Expires March 18, 1987.