

THIS INDENTURE

made the 1st day of November, 2023.

In Pursuance of the Short Forms of Leases Act and the Commercial Tenancies Act

B E T W E E N :

TERRAIN CONSTRUCTION MANAGEMENT INC.

hereinafter called the "Lessor"

OF THE FIRST PART

- and -

ALGOMA NURSE PRACTITIONER LED CLINIC

hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee, to be paid, observed and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessee.

PREMISES

1. **ALL THOSE CERTAIN PREMISES** comprising approximately 6,498 square feet of rentable floor area including all washroom facilities and, more or less, constituting the full 2nd floor of civic number 258 Queen Street East and hereinafter referred to as the demised premises; **TOGETHER WITH** access to the demised premises by the stairways and elevator and to Queen Street and the rear yard and four (4) designated parking spaces on the rear yard of the said building as well as an additional minimum of twenty – one (21) parking spaces to be allotted by the Lessor acting reasonably on the Landlord's auxiliary lot at civic #221-227 Albert Street East.

TERM

2. **TO HAVE AND TO HOLD** the said demised premises for and during the term of **FIFTEEN (15) YEARS**, to be computed from the **1st day of Month** following the fulfillment of the Lessee's conditions (as provided for in paragraph 3 herein) with a start date no later than

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- b. The Lessee satisfying itself, in its sole and absolute discretion, that the Lessee has the necessary financing to carry the cost of the lease for the term of the lease; and.
- c. The Lessee receiving the necessary authorizations, permissions and approvals from its governmental funding and regulating agencies.

The Lessee will provide the Lessor a non – refundable deposit of \$5,000.00 upon the execution of this lease by both parties.

If the Lessee's conditions are waived within 30 days of the execution of this lease by both parties, the \$5,000.00 non – refundable deposit will be applied to the first rental payment due in accord with this lease.

If the Lessee's conditions are not waived within the first 30 days after the execution of this lease but are waived before 60 days after the execution of this lease by both parties, \$2,500.00 of the non – refundable deposit will be applied to the first rental payment due in accord with this lease with the remaining \$2,500.00 forfeited to the Lessor.

If the Lessee's conditions are not waived within the first 60 days after the execution of this lease, the \$5,000.00 non – refundable deposit will be forfeited to the Lessor.

If the Lessee's conditions are not waived on or before April 31st, 2024, this lease will be considered null and void and the parties will release each other from any further obligation.

RENTAL

4. **YIELDING AND PAYING THEREFOR** unto the said Lessor:

- i) **Year 1** – commencing on the first day of the first month of the term and continuing for twelve 12 consecutive months, the sum of **SEVENTY-FOUR THOUSAND SEVEN HUNDRED AND TWENTY-SEVEN DOLLARS (\$74,727.00)** per annum, plus applicable Harmonized Sales Tax (HST) payable at the rate of \$6,227.25 plus applicable HST per month.
- ii) **Years 2 to 5** – commencing the first day of the thirteenth (13) month of the term and continuing for forty – eight (48) consecutive months, the sum of **EIGHTY – ONE THOUSAND TWO HUNDRED AND TWENTY-FIVE DOLLARS (\$81,225.00)** per annum plus HST payable at the rate of \$6,768.75 plus applicable HST per month.
- ii) **Years 6 to 10** – commencing the first day of the sixty first (61st) month of the term and continuing for sixty (60) consecutive months, the sum of **EIGHTY-FOUR THOUSAND FOUR HUNDRED AND SEVENTY-FOUR DOLLARS (\$84,474.00)** per annum plus HST payable at the rate of \$7,039.50 plus applicable HST per month.
- iii) **Years 11 to 15** – commencing the first day of the one hundred and twenty first (121st) month of the term and continuing for sixty (60) consecutive months, the sum of **EIGHTY-SEVEN THOUSAND SEVEN HUNDRED AND TWENTY – THREE DOLLARS (\$87,723.00)** per annum plus HST payable at the rate of \$7,310.25 plus applicable HST per month.
- iv) All rental payments made by the Lessee to the Lessor shall be by Electric Funds Transfer (EFT).

LESSEE COVENANTS

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PROVIDED that any assignment or sublet of the within lease will not release the Lessee from the covenants herein contained.

8. **AND** the said Lessee further covenants with the said Lessor, its successors and assigns:
- (i) Business: **THAT** the said demised premises will not, during the said term, be at any time used for any other purpose than the operation of a Nurse Practitioner Led Clinic;
 - (ii) Fixtures: **AND THAT** no fixtures of any kind will, except in the ordinary course of business, be removed from the demised premises during the term hereby demised or at any time thereafter without the written consent of the Lessor, its successors or assigns, being first had and obtained, until all rent in arrears as well as all rent to become due during the remainder of the term hereby granted shall have been fully paid, or the payment thereof secured to the satisfaction of the Lessor or its assigns.
 - (iii) Electric Power: **THAT** the Lessee will not, during the said term or at any time prior or subsequent thereto, purchase, acquire or use any electric current for lighting or other purposes except from the company or corporation which shall for the time supply the Lessor with electric current for such purposes in the said building; the intention being that without the written consent of the Lessor, there shall be only one system of electric lighting in the said building. PROVIDED the Lessor will secure a source of electricity at reasonable competitive rates. The Lessee shall be responsible for payment of all utilities during the term of the said Lease.
 - (iv) Security System and Locks: **THAT** the Lessee shall be permitted to install such security system as it considers necessary at its expense, the Lessee may remove same upon expiration or early termination of the lease and repair any damage resulting from such removal. The Lessee shall be permitted to install any new locks to the premises that it deems necessary at its sole expense and to reinstall the original locks upon the expiration of the lease or deliver all keys to the Lessor for the new locks.
 - (v) Alterations, Partitions, etc.: **THAT** if the Lessee shall during the said term desire to affix or erect partitions, counters or fixtures in any part of the walls, floors, or ceilings of the demised premises, it may do so at its own expense at any time and from time to time provided that the Lessee's rights to make such alterations to the demised premises shall be subject to the following conditions:
 - (A) **THAT** before undertaking any such alterations, the Lessee shall submit to the Lessor a plan showing the proposed alterations and shall obtain the approval and consent of the Lessor to the same.
 - (B) **THAT** all such alterations shall conform to all building by-laws, if any, then in force affecting the demised premises.
 - (C) **THAT** such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.
 - (vi) **THAT**, except as herein provided the Lessee will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Lessor being first had and obtained

immediately become forfeited and void, and an amount equivalent to the next ensuing three months' rent shall be at once due and payable.

(viii) Insurance: **THAT the Lessee** shall, at its own expense, maintain:

- a. all risk property insurance on a replacement cost basis for its chattels, inventory, stock, equipment and fixtures (including those items which may be leased by the Lessee or otherwise in the care, custody, or control of the Lessee), leasehold and Lessee improvements, and all property that is not owned by the Landlord within the Leased Premises;
- b. commercial general liability insurance on an occurrence basis, against claims including but not limited to claims for bodily injury, personal injury and property damage in or about the Leased Premises, contractual liability, Lessee's legal liability, non-owned automobile liability, and owner's and contractor's protective liability, in amounts which are not less than TWO MILLION (\$2,000,000.00 CDN) DOLLARS in respect of each occurrence or such other amounts as Landlord may reasonably request;
- c. The Lessee shall carry insurance coverage to cover plate glass breakage on the Leased Premises, provided that rates for same are acceptable and if the are not, the Lessee shall attend to any replacement or repair of the plate glass at its own expense;
- d. The Lessee shall also maintain its own business insurance including business interruption coverage;
- e. The Lessee shall also maintain any other form of insurance as the Landlord may in its discretion require, including but not limited to environmental liability insurance.

Policies for such insurance of the Lessee shall (i) be with an insurer approved by the Landlord and be in such form, coverage(s) amount, and terms and conditions as the Landlord may approve acting reasonably, (ii) require at least thirty (30) days' written notice to Landlord of termination or material alteration during the Term, (iii) waive any right of subrogation against Landlord and those for whom Landlord is at law responsible, (iv) contain a standard mortgage clause as required by any mortgagee, (v) contain a provision that Lessee's insurance is primary, (vi) not call into contribution any other insurance available to Landlord, (vii) contain a severability of interests clause and a cross-liability clause where applicable, and shall not contain a co-insurance clause; (viii) add Landlord and its mortgagees as additional insureds; and (viii) provide that the policy shall not be invalidated in respect of the interests of the Landlord and any Mortgagee by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policies. If requested by Landlord, Lessee shall from time to time promptly deliver to Landlord certified copies or other evidence satisfactory to Landlord of such policies, and evidence satisfactory to Landlord that all premiums thereon have been paid and the policies are in full force and effect. The Lessee agrees that if the Lessee fails to take out or keep in force any such mandatory insurance, the Landlord shall have the right to do so and to pay the premium therefor, and in such event, the Lessee shall repay to the Landlord the amount paid as premium therefor, which repayment shall be deemed to be Additional Rent payable on the first day of the next month following the said payment by the Landlord.

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completed. The Lessor will complete those repairs at its sole cost and expense prior to the commencement of this lease.

10. The **Lessor** covenants with the Lessee for quiet enjoyment.

11. The **Lessor** further covenants with the Lessee as follows:

- (i) To the best of the Lessor's knowledge and belief the Lessor warrants, as of the commencement date of the term of the lease, the roof, walls, floors, plumbing, electrical, sprinkler and lighting systems are in good working condition and fully operational and the demised premises are free from any rodent or vermin problem;
- (ii) Access: The Lessee shall have unrestricted access to the demised premises while the Lessor and its agents shall not have access thereto without the consent or permission of the Lessee, which permission cannot be unreasonably withheld.
- (iii) The Lessee shall have access and use of the server room on the 3rd floor which shall be shared with the Lessor for its operational purposes.

RE-ENTRY

12. **PROVIDED**, and it is hereby expressly agreed, that if and whenever the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the days on which the same ought to have been paid, although no formal demand shall have been made thereof, or in the case of the breach or non-performance of any of the covenants or rent or agreements herein contained on the part of the Lessee, then and in either of such cases it shall be lawful for the Lessor at any time thereafter, upon fifteen (15) days written notice to the Lessee to re-enter upon the said demised premises or any part thereof, and the same to have again, repossess and enjoy, as of the Lessor's former estate; anything hereinafter contained to the contrary notwithstanding.

RISKS OF INJURY

13. **SAVE FOR** the fault or negligence on the part of the Lessor and those for whom is responsible at law, the Lessor shall not be responsible for any personal injury which shall be sustained by the Lessee or any employee, customer, or other person who may be upon the demised premises or in the said building or the entrances or appurtenances thereto.

NOTICE OF ACCIDENT

14. **THE** Lessee shall give the Lessor prompt written notice of any accident or other defect in the sprinkler system, water pipes, gas pipes or heating apparatus, telephone, electric or other wires on any part of the premises either directly or through its property manager.

INSURANCE

15. (i) **THE** Lessor agrees to maintain building and liability insurance and provide the Lessee with a waiver of subrogation in favour of the Lessee and the Lessee shall secure coverage for its chattels, equipment and fixtures and liability arising from their premises and/or business operations.

(ii) **THE** Lessor acknowledges that at the inception of the lease and so long as the premises are used as a registered charity, the use by the Lessee is not of a nature as to increase the insurance costs of the Lessor. The Lessee covenants with the said Lessor

ENVIRONMENTAL

16. (i) **THE** Lessor covenants to ensure that the demised premises is environmentally free of hazardous materials in accordance with standards accepted by the Ontario Ministry of the Environment and the Ontario Ministry of Labour as of the date hereof.

(ii) **THEREAFTER** the Lessee covenants to strictly abide by all environmental laws and regulations which may be applicable to the activities of the Lessee or the Lessee's use of the leased premises and lands. It shall always be the Lessee's obligation to determine applicable laws and regulations and to ensure strict compliance therewith. Specifically, the Lessee agrees not to do any act or thing, or to bring any substance or material of any kind whatsoever upon the lands or into the leased premises which may injure the lands, or any occupant(s) thereof, or which may in any way be hazardous to human health, or which may prevent or interfere with the Lessor's continued use of the whole of the lands. The Lessee hereby saves the Lessor from any claim, action, suit or proceeding of any kind which may arise as a result of the Lessee's activities upon the said lands and leased premises and which are in breach of the provisions of this paragraph.

NUISANCE

17. **PROVIDED** that the Lessee will not do or permit anything to be done on the said premises or permit or keep anything therein which may be annoying to the occupants of the said building or which the said Lessor may deem to be a nuisance and that no machinery shall be used therein which shall cause any undue vibration in or to the said premises and that in case of the Lessor or any other occupants of the said building reasonably complaining that any machinery or operation or process is a nuisance to it or them or which causes any undue vibration or noise in the said premises, that upon receiving notice thereof, the said Lessee will immediately abate such nuisance. The said Lessee covenants not to obstruct or interfere with the rights of the Lessor or other occupants of the said building or in any way injure or annoy them or conflict with any of the rules and regulations of the Board of Health or with any Statute or municipal by-law.

SIGN

18. **AND IT IS HEREBY FURTHER AGREED** by and between the said Lessor and the said Lessee that no sign, advertisement or notice shall be inscribed, painted or affixed by the said Lessee on any part **of** the outside or inside of the building whatever, unless of such manner, colour, size and style and in such places upon or in said building as shall be first designated by the Lessor, and furthermore, the Lessee, on ceasing to be Lessee of the demised premises, will, before removing his goods and fixtures from the said premises, cause any sign as aforesaid to be removed or obliterated at his own expense and in a workmanlike manner to the satisfaction of the Lessor.

PLATE GLASS

19. **THE** Lessee agrees at his own expense to replace any plate glass or other glass that has been broken or removed during the term of the within lease or of any renewal thereof at the fault of the Lessee.

FIRE

20. **PROVIDED** that if during the term herein or any renewal thereof the premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:

- (i) If the demised premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one

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is going on, and the Lessor shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.

- (iii) If the demised premises shall be repaired within one hundred and twenty days as aforesaid, and if the damage is such that the said premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises.

NO ABATEMENT OF RENT

21. **THERE** shall be no abatement from or reduction of the rent due hereunder, nor shall the Lessee be entitled to damages, losses, costs or disbursements from the Lessor during the term hereby created on, caused by or on account of fire (except as above), water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable time.

RIGHT TO SHOW PREMISES

22. **THAT** the Lessee will permit the Lessor to exhibit the demised premises during the last three months of the term to any prospective Lessee and will permit all persons having written authority therefor to view the said premises at all reasonable hours.

NOTICES

23. **THAT** any notice which either of the parties is required or permitted to give pursuant to any provision of this lease may, if intended for the Lessee, be given by a notice in writing left at the demised premises or mailed by registered mail addressed to the Lessee at 258 Queen Street East, Sault Ste. Marie, Ontario, P6A 1Y7, and if intended for the Lessor by a notice in writing left at the premises of the Lessor at civic 165 Queen Street East, Sault Ste. Marie, Ontario, P6A 1Y6, or mailed by registered mail addressed to the Lessor at the Lessor's said premises, and such notice shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

APPROVALS

24. **THIS LEASE** is subject to the Lessee obtaining the required statutory approvals.

GENERAL

25. The words importing the singular number only shall include the plural, and vice versa, and words **importing** the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
26. Unless the context otherwise required, the word "Lessor" and the word "Lessee" wherever used **herein** shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said Lessor and Lessee, respectively, and when there are two or more Lessees bound by the same covenants herein contained, their obligations shall be joint and several.
27. The invalidity of any particular clause or subclause of this Agreement shall not affect any other clause or subclause of this Agreement, but this Agreement shall be construed as if

DATED: November 1st, 2023

TERRAIN CONSTRUCTION MANAGEMENT INC.

- and -

ALGOMA NURSE PRACTITIONER LED CLINIC

COMMERCIAL LEASE

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