

THIS LEASE made this 28 <sup>June</sup> th day of February, 2016

PURSUANT to the Short Form of Leases Act, R.S.O. 1990, c. S.11

**L E A S E  
(COMMERCIAL)**

**B E T W E E N:**

**THE SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

**(THE "LANDLORD")**

**- AND -**

**ALGOMA NURSE PRACTITIONER-LED CLINIC**

**(THE "TENANT")**

In consideration of the rents, covenants and obligations stipulated herein the Landlord and Tenant have agreed to enter into a lease of the premises shown on the Schedule "A" attached hereto and being 2835 feet more or less as shown on Schedule "A" to this Lease.

**1. GRANT OF LEASE**

(1) The Landlord leases the Premises to the Tenant:

- (a) at the Rent set forth in Section 2;
- (b) for the Term set forth in Section 3; and
- (c) subject to the conditions and in accordance with the covenants, obligations and Agreements herein.

(2) The Landlord covenants that the Landlord has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

**2. RENT**

(1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Additional Rent.

(2) The Tenant covenants to pay to the Landlord, during the Term of this Lease rent in the sum of \$42,525.00 plus HST per annum in equal monthly instalments of \$3,543.75 plus HST each in advance on the first day of each and every month during the term of this lease commencing the first day of January, 2016 and being based upon \$15.00 per square foot.

(3) The Tenant shall pay the costs of all janitorial services with respect to the demised Premises.

**3. TERM AND POSSESSION**

(1) The Term shall be for a period of FIVE (5) years, commencing on the 1st day of January, 2016 and ending on the 31st day of December, 2020 (the "Term").

(2) (a) If the Tenant duly and regularly pays the Rent herein provided for and performs and observes all its covenants herein contained, the Tenant shall have one option of five years to renew or extend the primary term of this Lease upon the same terms and conditions as herein provided except as to Rent and except for any further right of renewal, such option to be exercised by the Tenant by giving written notice to the Landlord at least six months prior to the expiration of the expiring Term of the Lease;

(b) The Monthly Rent for each renewal term shall be the current market rent for the Demised Premises. The then current market rent shall be agreed between the Parties not more than ninety (90) days before the end of the expiring term but should the Parties be unable to agree by thirty (30) days before the end of the expiring term the then current market rent is to be determined by arbitration pursuant to the terms of the Arbitration Act of Ontario as amended from time to time or such legislation which may replace the said Act. In the event that the current market rent has not been established at the time the renewal period is to commence the Tenant shall pay on account of Rent the monthly Rent in effect at the time the option to renew was exercised. Upon determination of current market rent for the option period there will be an adjustment of the monthly Rent from the commencement date of the renewal period to and payable at the next monthly payment date. The current market rent is defined as the best monthly rent at which the Demised Premises could reasonably be expected to let in the open market by a willing Landlord to a willing Tenant for a term equal to the term hereby granted by means of a lease containing the same provisions (other than as to monthly rent) as this Lease. The costs of determining the current market rent shall be apportioned equally between the parties.

(c) There shall be no further right of extension.

(3) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

**4. ASSIGNMENT**

(1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless the Tenant first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld and the Tenant hereby waives the Tenant's right to the benefit of any present or future Act of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

(2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

**5. USE**

During the Term of this Lease the Premises shall not be used for any purpose other than NURSE PRACTITIONER CLINIC without the express consent of the Landlord given in writing.

**6. UTILITIES**

The Landlord hereby covenants to pay all charges for electric energy, gas, water and sewer charges with respect to the demised premises.

**7. PARKING AND ACCESS**

(1) The Landlord shall provide and maintain twenty (20) parking spaces in a coin metered area in close vicinity to the demised premises from Willow Street for the exclusive use of the Tenant's patients during business hours of the Tenant's Clinic.

(2) The Landlord shall have available parking spaces in the A-North parking lot available to staff of the Tenant. These parking spaces will be available for purchase by Tenant staff from Landlord (Physical Resources Office) on annual basis at 50% of the rate in effect for the Landlord staff.

(3) Access to the leased premises shall be provided through the L Wing Entrance and which entrance shall be maintained by the Landlord.

(4) Winter access to the leased premises will be maintained by the Landlord in accordance to the operating hours of the Landlord. Accordingly, on weekends, statutory holidays and periods when the Landlord facilities are closed, snow removal is limited to access roads for emergency access only. Should the tenant require access cleared during these closed periods, such may be arranged through Physical Resources Department of Landlord and the tenant shall pay the costs of the same.

## **8. PROPERTY TAXES**

The Landlord covenants to pay all property taxes and rates assessed against the demised premises, saving and excepting any taxes upon personal property or income of the Tenant, licence fees, or other taxes imposed upon the property, business or income of the Tenant.

## **9. REPAIR AND MAINTENANCE**

(1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto but the Tenant shall not be liable to effect repairs attributable to reasonable wear, or to structural repairs to the premises or repairs attributable to structural defects or damage caused by fire, lightening or

storms. For greater clarity, the Landlord and Tenant specifically agree that the Tenant shall not be liable to effect repairs or general maintenance to infrastructure attributable to reasonable wear and tear or preventive maintenance.

(2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:

(a) and if in such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;

(b) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs;

(c) and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.

(3) Upon the expiry of the term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire lightning and storm only excepted.

(4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

## **10. RENOVATIONS/ALTERATIONS**

(1) The Tenant shall pay all costs of renovations/alterations it desires to make to the Premises, including but not limited to: erecting partitions, attaching equipment, mechanical, electrical and plumbing upgrades and installing necessary furnishings or additional equipment. The Tenant further agrees as follows:

(a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold his approval:

(b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located and all other regulatory requirements.

(2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements of every nature and kind including all alterations additions installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises unless otherwise agreed by the Landlord and the Tenant.

(3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.

(4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.

(5) The Tenant agrees, at the Tenant's own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant in connection with any other activity of the Tenant.

(6) If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that the Tenant will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

(7) Other than as provided herein above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:

(a) the removal is in the ordinary course of business;

(b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or

(c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by installation or removal of any Trade Fixtures, equipment, partitions, furnishings



and other objects whatsoever brought onto the Premises by the Tenant.

(8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises;

(a) and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises;

#### **11. WATER AND GAS DAMAGE**

It is further declared and agreed that the Landlord shall not be liable for any damage to any property at any time upon the demised premises no matter how caused save and except for damage directly arising from the neglect or negligence of the Landlord. The Tenant shall be liable for any damage done by reason of water being left running from taps in the demised premises or from gas permitted to escape therein.

#### **12. TENANT INDEMNITY**

The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property:

- (a) arising out of any occurrence in or about the Premises;
- (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or
- (c) arising from any breach by the Tenant of any provision of this Lease.

### 13. TENANT'S INSURANCE

(1) The Tenant shall at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

(a) "All Risks" insurance on the property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;

(b) General liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require from time to time;

(c) Medical practice insurance including medical malpractice insurance;

(d) Business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months;

(e) Such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time;

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The Insurance described in Section 13 (1)(a) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in 13(1)(b), 13(1)(c) and 13(1)(d) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds towards repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

(3) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord whether or not any loss is caused by the act, omission or negligence of the Landlord. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%) which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

**14. LANDLORD'S INSURANCE**

The Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

**15. DAMAGE TO THE PREMISES**

(1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:

(a) If the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date of damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of surrender shall abate;

(b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for

occupancy, then the rent hereby reserved shall not accrue after the date that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;

(c) If the leased Premises can be repaired within 120 days as aforesaid, but damage is such that the leased Premises are capable of being partially used; then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

(2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an engineer or architect retained by the Landlord.

(3) Except as herein provided there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

## **16. ACTS OF DEFAULT AND LANDLORD'S REMEDIES**

(1) An Act of Default has occurred when:

(a) The Tenant has failed to pay Rent for a period of 15 consecutive days; regardless of whether demand for payment has been made or not;

(b) The Tenant has breached his covenants or failed to perform any of the Tenant's obligations under the Lease; and

- (I) the Landlord has given notice specifying the nature of the default and steps required to correct it; and
- (ii) the Tenant has failed to correct the default as required by the notice within 15 days of the date of receipt of written notice from the Landlord;

(c) The Tenant has;

- (I) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
- (ii) had his property seized or attached in satisfaction of a judgement;
- (iii) had a receiver appointed;
- (iv) committed any act or neglected to anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
- (v) without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;
- (vi) taken action if the Tenant is a corporation, with a view of winding up, dissolution or liquidation;

(d) Any insurance policy is canceled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;

(e) The Premises;

- (I) become vacant or remain unoccupied for a period of thirty (30) consecutive days; or
- (ii) are not open for business on more than thirty (30) business days

in any twelve (12) month period or on any twelve (12) consecutive business days;

(iii) are used by other person or persons, or for any other purpose other than as provided for in this Lease without the written consent of the Landlord.

(2) When an Act of Default on the part of the Tenant has occurred:

(a) the current month's rent together with the next three months' rent shall become due and payable immediately; and

(b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as the Landlord may choose.

(3) If, because an Act of Default has occurred, the Landlord exercises the Landlord's right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord;

(a) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

(4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during

the term of this Lease shall not be exempt from levy by distress for rent in arrears:

(a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:

(I) the Tenant waives the benefit of any such legislative provision which might otherwise be available to the Tenant in the absence of this agreement and

(ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

(5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any and all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(6) If, when an Act of Default has occurred, the Landlord chooses to waive his right to exercise the remedies available to him under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent the Landlord exercising remedies with respect to a subsequent Act of Default:

(a) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

## **17. EARLY TERMINATION**

Either party may terminate this agreement upon six (6) months written notice to



the other party.

**18. TERMINATION UPON NOTICE AND AT END OF TERM**

(1) The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" signs at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

(2) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such over holding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this lease except those regarding the term.

**19. ACKNOWLEDGMENT BY TENANT**

The Tenant agrees that the Tenant will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent which is being paid;
- (c) the dates to which rent has been paid;
- (d) other charges payable under this Lease which have been paid;
- (e) particulars of any repayment of Rent or security deposits; and



if notice is served personally or seventy-two (72) hours after mailing if the notice is mailed

## **22. RIGHT OF FIRST REFUSAL FOR ABUTTING PREMISES**

- (1) PROVIDED that the lease is in good standing the Landlord irrevocably grants to the Tenant the right of first refusal to lease the premises described in Schedule "B" being approximately 1100 square feet and abutting the leased premises. In the event that the Landlord receives a bona fide arms length offer to lease the said premises hereinbefore described, the Landlord shall provide the Tenant with a copy of the Offer to Lease and the Tenant shall have 30 days following receipt of such Offer to Lease, to lease the said premises by delivering to the Landlord a signed Offer to Lease with the same terms and conditions which the Landlord shall accept. If the Tenant does not deliver an Offer to Lease to the Landlord within 30 days then the Tenant shall be deemed not to have exercised the first right of refusal.
- (2) For greater clarity, the Tenant acknowledges that this Right of First Refusal shall not in any manner restrict the Landlord's own use of the premises.

## **23. REGISTRATION**

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

## **24. INTERPRETATION**

- (1) 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.

(2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.

(3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

**25. SCHEDULE "A"**

The Landlord and Tenant further agree that Schedule "A" (attached hereto) forms part of this Lease Agreement.

**26. SCHEDULE "B"**

The Landlord and Tenant further agree that Schedule "B" (attached hereto) forms part of this Lease Agreement.

IN WITNESS of the foregoing covenants the Landlord and Tenant have executed this Lease.

WITNESS

**THE SAULT COLLEGE OF APPLIED ARTS  
AND TECHNOLOGY** (Landlord)

Ron  
Common - President  
(Name/Title)

Per: [Signature]

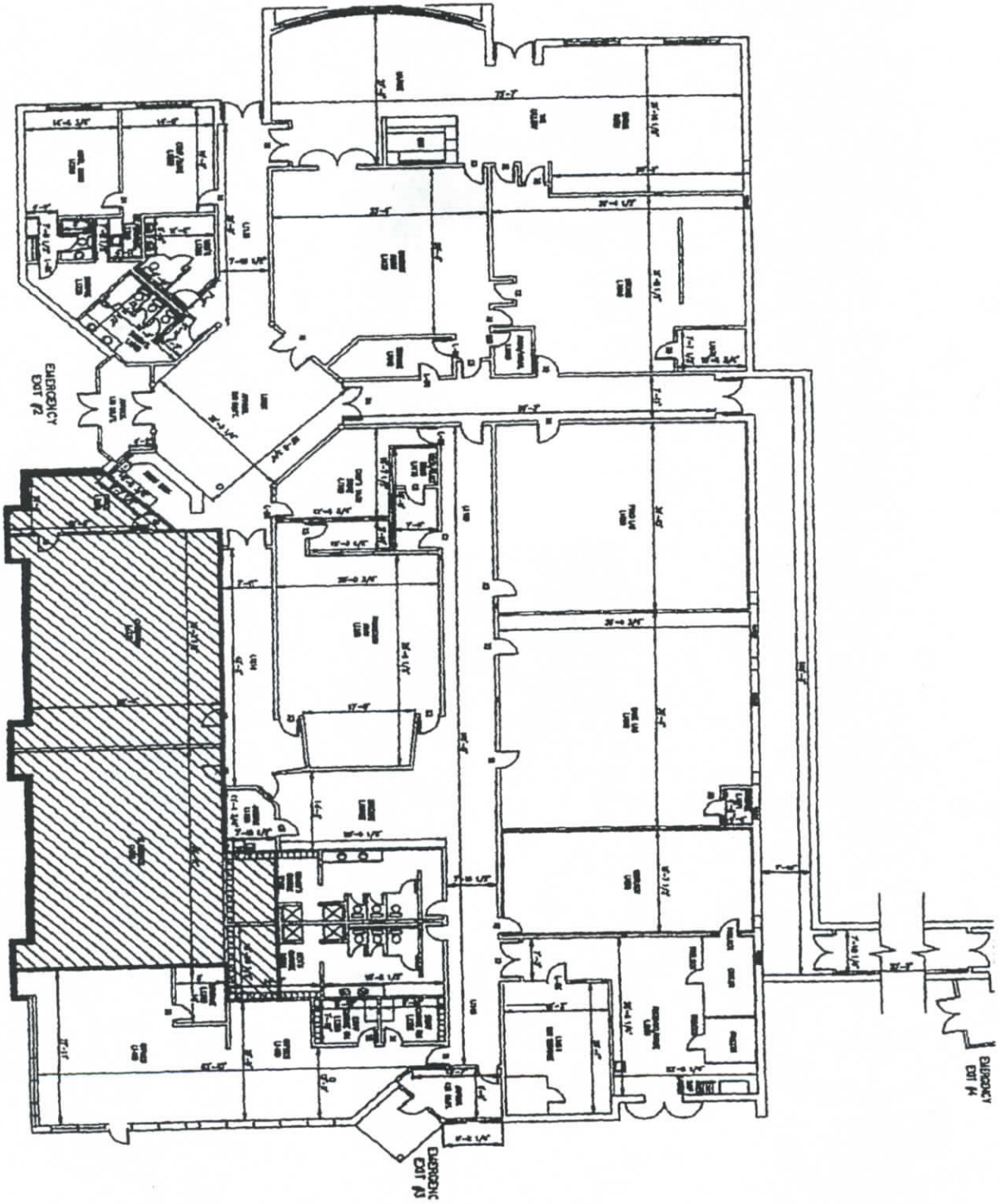
Wendelyn Payne  
(Name/Title)

**ALGOMA NURSE PRACTITIONER-LED  
CLINIC** (Tenant)  
Per: [Signature]

Max S. Liedke, Treasurer  
(Name/Title)

Max S. Liedke

**Schedule "A"**



**Schedule "B"**

