

THIS INDENTURE OF LEASE made as of June 1, 2022

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE

the “Lessor” or “Municipality”

OF THE FIRST PART

- and –

MIDDLESEX CENTRE REGIONAL MEDICINE CLINIC

the “Tenant”

OF THE SECOND PART

WHEREAS:

A. The Lessor is the registered and beneficial owner of that certain parcel or tract of land situate, lying and being in the geographic Township of London, in the Municipality of Middlesex Centre, in the Township of London, Lot 25, Concession 10 all as more particularly described in Schedule “A” annexed hereto (the “**Land**”);

B. The Lessor has caused to be constructed upon the Land a building (the “Building”) to be used for the purposes of operating a family medicine clinic having facilities for the education of personnel in various health professions and for research in the delivery of primary health care and other related facilities (the “**Clinic**”);

C. The Lessor has agreed to lease the Demised Premises (defined in Article 2 below) to the Tenant upon the terms and subject to the covenants and conditions hereinafter contained:

NOW THEREFORE THIS INDENTURE WITNESSETH that, 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 Lessor has demised and leased and by these presents doth demise and lease unto the Tenant and its successors and permitted assigns, the Demised Premises more particularly described in Section 2.1 of this Lease.

ARTICLE 1
ACCEPTANCE OF PREMISES

1.1 The Tenant acknowledges that it has accepted the Demised Premises in their existing condition (subject to structural failure, as such term is defined in Section 8.1 hereof) and further that the Lessor shall not have any obligation to the Tenant for any defects, faults or work, save and except as set out in this Lease.

ARTICLE 2
DEFINED TERMS AND INTERPRETATION

2.1 For the purpose of this Lease and all supplemental instruments corresponding to it, the following expressions are defined as:

- (a) “**Demised Premises**” shall mean (i) the Land, including parking improvements and landscaped areas within the Land, and (ii) the whole of the Building;
- (b) “**Engineer**” shall mean an Engineer from time to time named by the Lessor who shall be a member in good standing of the Association of Professional Engineers of Ontario;
- (c) “**Lease Commencement Date**” shall mean the 1st day of June, 2010;

- (d) **“Lease Interest Rate”** shall mean a rate of interest equal to two per cent (2%) above the prime rate of Royal Bank of Canada in effect in Canada from time to time charged on loans to responsible and substantial commercial borrowers. Each change in the Lease Interest Rate shall take effect simultaneously with the corresponding change in the said prime rate;
- (e) **“Lease Year”** shall mean (i) for the first Lease Year, the seven month period commencing on the 1st day of June, 2010 and ending on the 31st day of December, 2010, and (ii) for each succeeding Lease Year, the period of twelve (12) consecutive full calendar months commencing on the 1st day of January in each subsequent year (with the second Lease Year commencing on January 1, 2011).

ARTICLE 3 **DEMISE, TERM, RENT, ETC.**

3.1 The Lessor hereby demises and leases to the Tenant the Demised Premises and the Tenant hereby accepts from the Lessor the Demised Premises.

3.2 Term

The term of the lease is for an initial term of ten (10) years and seven months from the Lease Commencement Date continuing through and to be fully completed and ended on the 31st day of December, 2032.

3.3 Renewal Options

The Lessor agrees that if the Tenant is not in default in the payment of rent and has complied with all conditions of this Lease, the Tenant shall have the option of renewing this Lease for two (2) further consecutive five year periods, provided that the Tenant has given notice in writing of its intention to exercise this option to the Lessor at least six (6) months prior to the commencement of each such renewal term. Each such renewal term shall be on the same terms and conditions as contained in this Lease, save and except for the annual rentals to be paid during each such renewal term, which shall be such annual amounts as may be mutually agreed upon by the parties from time to time or settled by arbitration conducted in accordance with Article 18 of this Lease, in the event of any disagreement between the parties as to the rent to be paid for any renewal term; The parties agree that the annual rentals to be paid during each renewal term shall be the then current fair market rent for similar premises in the London area and shall not be tied to the basis on which annual rentals have been determined for the initial term of this Lease.

3.4 End of Term

The Tenant shall peaceably give up and surrender possession the entirety of the Demised Premises to the Lessor upon the expiration of the initial term or applicable renewal term of this Lease, as the case may be, in the condition and state of repair as in accordance with the provisions of Articles 8 and 12 of this Lease.

3.5 Rent

Monthly rent must be paid to the Lessor at the address stipulated in Section 20.1 of this Lease in lawful money of Canada and without any deduction, defalcation or set-off whatsoever in the amounts displayed below in this section (which rents, together with the annual rentals to be settled in accordance with Section 3.3 above for each renewal term, will sometimes be referred to as the “Base Rent”):

- (a) for the first three (3) Lease Years, a monthly Base Rent of Ten Dollars (\$10.00), in advance, payable on the first day of each calendar month of each such Lease Year (with the first such monthly payment to be made on June 1, 2010);

- (b) for the next nine (9) Lease Years of the initial term, a monthly Base Rent of \$7,971.36 (subject to adjustment from time to time as hereinafter provided), in advance, payable on the first day of each calendar month of each such Lease Year (with the first such monthly payment to be made on January 1, 2013).
- (c) for the remaining eleven (11) Lease Years of the initial term, a monthly Base Rent of \$5,415.34 (subject to adjustment from time to time as hereinafter provided), in advance, payable on the first day of each calendar month of each such Lease Year (with the first such monthly payment to be made on January 1, 2022).

All monthly instalments of rent to be paid shall be made by direct deposit or bank wire transfer to such bank account of the Lessor as may be specified by the Lessor from time to time.

The parties acknowledge and confirm that (i) the Lessor has expended the approximate aggregate sum of \$1,300,000.00 to construct the Building and/or develop the Clinic (which aggregate sum is sometimes referred to as the "Capital Contribution"), and (ii) the Base Rent stipulated in paragraph (b) above was calculated to ensure that the Lessor is repaid its Capital Contribution, together with a notional interest charge of 4% per annum (which is the Lessor's current debenture borrowing rate) The parties agree that, in the event that any of the following circumstances occur at any time or from time to time, during the currency of this Lease:

- (a) the Lessor obtains reimbursement of any portion of its Capital Contribution from any unrelated third party; or
- (b) the Lessor is obliged to pay further money for the operating expenses of the Demised Premises, and that such operating expenses are not capable of being paid in full by the Tenant due to a deficiency in its rental revenues and/or income (this additional money shall be considered to be an accretion to the Capital Contribution); or
- (c) the Lessor's current debenture borrowing rate as noted in this section 3.1 is either increased or decreased,

the parties shall use their best efforts, exercised in good faith, to agree upon an appropriate increase or decrease in the monthly Base Rent payable under this Lease (until the next occurrence of any of the circumstances expressed in this section 3.1) to ensure that the basis on which the monthly Base Rent stipulated in paragraph (b) above was determined is maintained. If an agreement cannot be made such increase or decrease in monthly Base Rent shall be settled by arbitration conducted in accordance with Article 18 of this Lease.

3.6 Holding Over

If the Tenant remains in possession of the Demised Premises after the expiration of the Initial Term or any Renewal Term of this Lease (without the prior written consent of the Lessor) and continues to pay rent, a tenancy from month to month shall be created and deemed part of the term of this Lease. The monthly rent shall be equal to one-twelfth of the annual rental paid by the Tenant for the last Lease Year paid by the Tenant plus twenty-five per cent (25%). The month to month tenancy shall be subject to the terms and conditions of this Lease and either the Lessor and/or the Tenant may terminate such tenancy by giving to the other not less than one month's prior written notice of such termination.

3.7 Exhibition of Demised Premises

The Lessor shall have the right within six (6) months prior to the expiration of the term of the Lease, upon reasonable advance written notice to the Tenant, to enter and

exhibit the Demised Premises at all reasonable times to any prospective tenant. The Lessor shall have the further right during the term of this Lease, upon reasonable advance written notice to the Tenant, to enter and exhibit the Demised Premises at all reasonable times to any prospective purchaser.

3.8 Past Rent Due

If the Tenant fails to pay the rent when it is due and payable, then the Tenant shall pay the rent together with interest calculated at the Lease Interest Rate.

ARTICLE 4

NET LEASE

4.1 Except as otherwise provided by this Lease, the Tenant acknowledges and agrees that this Lease shall be a completely carefree net lease for the Lessor, that the Lessor shall not be responsible during the term of this Lease for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Demised Premises or its contents save and except for the costs incurred by the Lessor in effecting structural repairs and/or repairs which, in accordance with generally accepted accounting principles, that are considered to be capital in nature, as provided in Section 8.1 below; that the parties acknowledge and agree that depreciation and/or amortization of all costs incurred by the Lessor in effecting such repairs at rates determined by the Lessor in accordance with sound accounting principles shall be included in the costs to be borne by the Tenant.. The Tenant shall also pay all charges, taxes, impositions, costs and expenses of every nature and kind relating to the Demised Premises.

Despite any other Article or Section of this Lease, the Tenant shall also pay to the Lessor an amount equal to any and all taxes imposed on the Lessor with respect to rent payable by the Tenant to the Lessor under this Lease or in respect of the rental of space under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, business transfer tax, harmonized sales tax or otherwise ("**Sales Taxes**"); The amount of the Sales Taxes payable by the Tenant shall be calculated by the Lessor in accordance with the applicable legislation and shall be paid to the Lessor at the same time as the amounts to which such Sales Taxes apply are payable to the Lessor under the terms of this Lease or upon demand of the Lessor. The amount payable by the Tenant under this paragraph shall be deemed not to be rent, but the Lessor shall have all of the same remedies for and rights of recovery of such amount as it has for recovery of rent under this Lease.

Each and every Term the Municipality agrees to estimate the total costs and expenses incurred in owning, operating, maintaining, managing and administering the Demised Premises, excluding only the original acquisition costs and financing and mortgaging charges the (the "**Estimated Expenses**"). The Municipality further agrees to deliver notice containing those Estimated expenses to the Landlord in a manner described in Article 20 of this Lease on the first day of each Term. No later than the last day of each Term, the Municipality shall calculate, according to sound accounting principles, and provide notice of the actual sum of the total costs and expenses (the "**Actual Expenses**") to the Tenant in a manner described in Article 20 of this Lease. The Municipality shall calculate and reconcile the difference in estimated and actual expenses by subtracting the actual expenses from the estimated expenses. This calculation and reconciliation shall be conducted by the Municipality no later than 30 days after receipt of the Actual expenses. If the difference is a positive number, at the Municipality's option, payment in that amount shall either be refunded to the Tenant or held by the Municipality to be applied to the difference in the following Term. If there is no Term following for any reason whatsoever, the difference will be paid to the Tenant. If the difference is a negative number the Tenant shall pay the amount of the difference to the Landlord within 30 days of being notified of the shortfall or, at the option of the Landlord, the difference will be added to the to the difference to be calculated in the following Term. If the Tenant fails to pay any amount set out in a manner described in this Article 4 then that amount shall immediately become due and payable by the Tenant as rent and the Municipality may take the same steps for the recovery of such sums as it might take for the recovery of rent in arrears under this Lease together with interest at the Lease Interest Rate

ARTICLE 5

TAXES AND ASSESSMENTS

5.1 In addition to the Base Rent, the Tenant shall pay any taxes, rates, local improvements rates, duties, charges, levies and assessments of every nature and kind whatsoever, charged at any time, upon or against the Demised Premises or any part of them or upon or against the Lessor. Evidence of such payment shall be given by the Tenant to the Lessor promptly upon written demand by the Lessor.

5.2 Business Taxes

In addition to the Base Rent, the Tenant shall pay any business taxes and all other taxes, rates, duties, charges or assessments assessed or levied in respect of the personal property forming part of the Demised Premises, Tenant's Improvements and/or the Tenant's Trade Fixtures (defined in Section 17.1 of this Lease) in or about the Demised Premises and/or the business of the Tenant carried on upon or from the Demised Premises as and when they may become due and payable including any associated fines. Evidence of such payment shall be given by the Tenant to the Lessor forthwith upon prior written demand therefore by the Lessor.

5.3 Change in Tax Structure

If there is any change in the basis upon which the taxes referred to in Sections 5.1 and 5.2 are calculated whatsoever in respect of the Demised Premises, any additional tax shall be paid by the Tenant in addition to the Base Rent and the provisions of Sections 5.1 and 5.2 shall apply, to that payment. It is the intent of the parties of this Lease all taxes, levies, charges and rates that are not against the Lessor (excluding capital taxes, which shall be paid by the Tenant as provided in Section 4.1) but are instead against or in connection with the Land, the Building or the business operations of the Tenant shall be paid by the Tenant.

5.4 Default in Payment

If the Tenant fails to pay any of the taxes, duties, charges, levies, rates and assessments referred to in Sections 5.1, 5.2, and 5.3 or any other payment required to be made by it in this Lease when they become due, then the Lessor may at its option and in addition to any other rights that it may have under this Lease pay the amount owed (provided that if the amount is not paid, it could result in the creation of a lien or encumbrance on the Land). A sum equal to the amount owed will immediately become due and payable by the Tenant as rent and any such payment by the Lessor will bear interest at the Lease Interest Rate from the date that the payment should have been made by the Tenant until the date the payment is repaid to the Lessor by the Tenant in full. Any payment made by the Lessor in order to cure the default of the Tenant, together with interest, shall be payable by the Tenant on demand.

5.5 Remedy for Default

The Lessor may take the same steps for the recovery of all sums which it has paid pursuant to the provisions of Section 5.4 as it might take for the recovery of rent in arrears under this Lease, together with interest thereon at the Lease Interest Rate.

5.6 Dispute

If the Tenant has a bona fide dispute concerning the validity or correctness of any tax, rate, duty, charge, levy or assessment referred to in this Article 5, at any time and in respect of it or the Demised Premises or any part of them, the Tenant will not be in default under this Lease so long as it is maintaining legal proceedings in respect of the payment owed, is prosecuting diligently and pays all sums required to be paid by it as they become due. The Tenant shall be entitled to conduct these proceedings in the name of the Lessor and shall save the Lessor harmless with respect to the proceedings.

5.7 Delivery of Tax Bills by Lessor

The Lessor shall deliver to the Tenant all assessment notices, tax bills, receipts and other official correspondence received by the Lessor from any duly authorized taxing authority promptly after receipt. The Lessor shall be responsible for the payment of such penalty and/or interest charge directly caused by the Lessors undue delay in delivering the documents to the Tenant.

ARTICLE 6 **INSURANCE**

6.1 Insurance

The Tenant shall at its own expense provide and maintain broad form insurance in the joint names of the Landlord and Tenant. The insurance must cover all risk of loss of the Demised Premises for the entirety of the term and for full replacement costs (exclusive of deductibles and of the value of the Land and the foundations, and which full replacement cost is to be mutually determined by the Lessor and the Tenant after consultation with their respective insurance advisors) against all risk of loss or damage which, without restricting the generality of the foregoing, is caused by or results from fire, lightning, explosion, windstorm, hail, riot, sprinkler leakage, smoke damage, impact of aircraft or any other peril included in a standard all risk or broad form commercial insurance policy and additional perils supplementary contract with malicious damage rider.

All loss described above respecting property owned by the Lessor shall be payable to the Lessor and, if the Lessor requests in writing, to any mortgagee or mortgagees of part or all the Lessor's interest in the Demised Premises or any part of them; provided that, subject to the consent of any mortgagee or mortgagees described above, any damage amounting to less than Fifty Thousand Dollars (\$50,000.00) payable under the said policies be paid to the Tenant and the Tenant shall make good such damage or injury promptly. All loss under such policies in respect of property owned by the Tenant shall be payable to the Tenant. The insurance required to be maintained shall be subject to the reasonable approval of any mortgagee of the Lessor.

6.2 Liability Insurance

The Tenant shall at its own expense provide and maintain, comprehensive public liability insurance in the amount of Five Million Dollars (\$5,000,000.00) and property damage insurance in the amount of Five Million Dollars (\$5,000,000.00), both of which shall be in the joint names of the Tenant and the Lessor. Such public liability and property damage insurance policy shall be written under one cover and shall insure the Demised Premises including all ramps, sidewalks and streets forming part of or adjoining such premises.

6.3 Insurance Companies

The Tenant shall deliver annually to the Lessor or its mortgagee, either certified copies of the policies or certificates of insurance evidencing all insurance referred to in this Article 6 for examination. All such policies shall provide for at least thirty (30) days notice to be given to the Lessor prior to their cancellation. The Tenant shall maintain the insurance specified in Sections 6.1, 6.2 and 6.3 of this Lease in full force and effect during the whole of the term of this Lease and will pay all their renewal premiums at least fifteen (15) days prior to the due date and provide the Lessor with evidence of such payment promptly. If the Tenant shall fail to provide any of the insurance coverages that it is obligated to provide under this Article 6, then the Lessor may at its option and in addition to any other rights that it may have under this Lease by reason of such failure, arrange suitable insurance coverage and a sum equal to the aggregate cost shall immediately become due and payable by the Tenant as rent and the Lessor may take the same steps for the recovery of such sums as it might take for the recovery of rent in arrears under this Lease together with interest at the Lease Interest Rate. All such policies of insurance shall

contain a waiver of subrogation, as between the insurers and the Lessor and the Tenant, if such waiver of subrogation is reasonably available at no cost to the Tenant.

ARTICLE 7

UTILITIES AND HEATING

7.1 Utilities

In addition to the Base Rent, the Tenant shall pay all charges for the supply of electricity, heating fuel and/or gas and water and other utilities or services to the Demised Premises and charges related to communication facilities such as telephones, fax, WI-FI, internet, and similar services used within the Demised Premises. If the Tenant fails to pay for the supply or the connection of such utilities when they become payable, then the Lessor may at its option pay those sums and shall immediately become due and payable by the Tenant as rent and the Lessor may take the same steps for the recovery as it might take for the recovery of rent in arrears under the Lease, including the applicable Lease Interest Rate.

7.2 Heating

The Tenant covenants and agrees that it will heat the Demised Premises at all appropriate times throughout the term of this Lease.

7.3 Exterior Maintenance

The Tenant covenants and agrees that it will, at its expense and in addition to the Base Rent, maintain all parking and landscaped areas within the Land including, without limiting the generality of the foregoing, all snow removal and lawn and garden maintenance throughout the term of the Lease.

ARTICLE 8

REPAIR

8.1 Tenant to Repair

The Tenant shall put and keep the Demised Premises and all parts of them as well as the Tenant's Improvements and Tenant's Trade Fixtures, in good order and condition, as a reasonable tenant of a similar undertaking would be expected to do, at its own cost and expense (only reasonable wear and tear excepted), subject to the provisions of this Section and to the provisions of Article 12. Such repairs shall be in all respects substantially equal in quality and workmanship to the original work and material in the Demised Premises and shall meet the requirements of all municipal or governmental authorities, applicable law, and the fire insurance underwriters. The Tenant shall not,

- a) permit or commit any waste or injury to the Demised Premises or any part of them;
- b) use or occupy or permit to be used or occupied the Demised Premises for,
 - i. any illegal or unlawful purpose;
 - ii. any purpose that would result in voiding the insurance maintained in accordance with the provisions of Article 6 of this Lease;
 - iii. in any manner which will be hazardous or contrary to the Ministry of the Environment (Ontario) regulations and guidelines.

Provided always that all repairs required to remedy defects arising out of structural failure (defined below in this section 8.1) shall be made good by the Lessor at the expense of the Lessor, save and except for defects arising out of structural failure due at least in part to the negligence of the Tenant or its employees, servants or agents or defects attributable to deterioration of the structural portions of the Building due to the use made by the Tenant of the Demised Premises during the term of this Lease. The term "structural

failure” shall be deemed to mean (i) the failure of load-bearing elements or members including the following: the foundation, load-bearing walls, columns, beams, floor slabs and roof deck of the Building, and (ii) all repairs which, in accordance with generally accepted accounting principles, are considered to be capital in nature.

8.2 View Repair

The Lessor may at any reasonable time and from time to time during the term of this Lease, upon reasonable prior written advance notice to the Tenant, enter upon the Demised Premises and examine its condition. If the Lessor finds want or lack of repair which is the responsibility of the Tenant, it shall serve notice in writing (with sufficient particulars of such want of repair) upon the Tenant and the Tenant shall promptly commence to have such repairs well and sufficiently made, subject, however, to the right of the Tenant to submit any demand made by the Lessor hereunder to arbitration under the provisions of Article 18 of this Lease within fifteen (15) days from the date of receipt of such notice in writing, in which event, the repairs shall not be performed by the Tenant unless the award of such arbitration proceeding so provides. If the Tenant fails to submit such question to arbitration within the time limited above or, having submitted the same to arbitration, is directed by the award to perform the stated repair work, then in either such event and so often as may occur, the Lessor shall be entitled, at its option and in addition to and not in lieu of or in substitution for any other rights that it may have under this Lease by reason of such failure, require payment immediately, together with interest at the Lease Interest Rate by the Tenant as rent and the Lessor may take the same steps for the recovery of the payment as it might take for the recovery of rent in arrears under this Lease. Notwithstanding the above, in the event of an emergency, the Lessor shall be entitled to enter upon the Demised Premises promptly to perform repairs and/or take steps to limit the extent of threatened damage. If the Lessor demands payment by the Tenant of the cost of such emergency repairs, the Tenant shall be entitled to submit that demand to arbitration under the provisions of Article 18 of this Lease within forty-five (45) days from the date of receipt of the noted demand.

ARTICLE 9 **ALTERATIONS**

9.1 Alterations

The Tenant shall not make or permit to be made any alterations, additions, changes or improvements (structural or otherwise) to the Demised Premises or any part or parts them without first obtaining the written approval of the Lessor. The Lessor agrees not to unreasonably withhold or delay the approval in this section provided the Tenant has submitted or caused to be submitted to the Lessor the following:

- (a) detailed plans setting forth the proposed alterations, additions, changes or improvements;
- (b) evidence satisfactory to the Lessor, acting reasonably, that the proposed alterations, additions, changes or improvements meet the requirements of every public authority including municipal zoning requirements; and
- (c) evidence satisfactory to the Lessor, acting reasonably, that the proposed alterations, additions, changes or improvements meet the requirements of the fire insurance underwriters, any mortgagee of part or all of the Lessor's interest in the Demised Premises and any mortgagee of the leasehold interest created by this Lease. The cost of all such alterations, additions, changes or improvements shall be borne by the Tenant. The Tenant hereby covenants that any alterations, additions, changes or improvements (structural or otherwise) made to the Demised Premises will be in accordance with the plans previously approved by the Lessor.

9.2 Changes in Decor

Notwithstanding the provisions of Section 9.1, the Tenant shall be at liberty to carry out changes in the internal decor of the Demised Premises or any part or parts thereof without the consent of the Lessor, provided that there is no reduction in the quality of the internal decor of the Demised Premises.

9.3 Prosecution of Work

The Lessor or the Tenant shall respectively prosecute all construction or repairs, alterations, additions, changes or improvements to the Demised Premises or any part or parts thereof commenced by either the Lessor or Tenant respectively, with reasonable diligence to completion, paid for in full, free and clear of any and all construction or other liens and completed in a good and workmanlike manner.

ARTICLE 10

LIENS

10.1 Liens Arising from Work Performed by the Lessor

The Lessor covenants and agrees that, at any time during the term of this Lease, it will at its own expense pay for, satisfy, and discharge any and all construction or other liens which may be registered against any part of the Demised Premises as a result of any work or service performed or materials placed or furnished by or at the request of the Lessor; failing which the Tenant shall be entitled to pay off all of such liens and to deduct the amount so paid, plus interest at the Lease Interest Rate, from the immediate next rent payments due..

10.2 Liens Arising from Work Performed by the Tenant

The Tenant covenants and agrees that at any time during the term of this Lease, it will at its own expense pay for, satisfy, and discharge any and all construction liens or other claims under which the claimant may be entitled to a lien, charge or encumbrance upon the whole or any part or parts of the Demised Premises as a result of any work or service performed or materials placed or furnished by or at the request of the Tenant after the Lease Commencement Date; failing which the Lessor shall be entitled to pay off all of such liens and all monies paid by the Lessor in this regard, together with interest at the Lease Interest Rate, shall be payable by the Tenant to the Lessor on demand.

10.3 Dispute

If the Lessor or the Tenant have or has a bona fide dispute concerning the validity or correctness of any such lien or claim, either party shall not be in default under this Lease if such either party is defending against the lien or claim in any proceedings. The Lessor or the Tenant shall indemnify the other against any losses and liabilities from any judgments, awards of costs and other expenses which may arise as a result of its dispute of any lien or claim hereunder.

ARTICLE 11

USE OF PREMISES

11.1 Use

The Demised Premises shall not be used for any purpose other than carrying out the duties of the Clinic, its related facilities and other incidental uses to the Clinic and its related facilities.

11.2 Nuisance

The Tenant will not allow directly or indirectly a nuisance to be committed on the Demised Premises. Promptly upon receipt of notice of a nuisance on the Demised Premises, the Tenant at its own cost and expense will remove or reasonably reduce the nuisance. By way of clarification, the Lessor agrees that the uses to be made by the

Tenant of the Building in accordance with Section 11.1 above shall not constitute nor be deemed to constitute a nuisance.

11.3 Observance of Governmental Regulations / Applicable Law

The Tenant shall comply with all the requirements of every federal, provincial or municipal authority and/or public utility lawfully acting under statutory powers and the lawful requirements of fire insurance underwriters relating to the use and maintenance of the Demised Premises. The Tenant will indemnify the Lessor against any losses and liabilities from each and every suit, claim or demand brought or commenced against the Lessor (including counsel's and solicitor's fees) suffered or incurred by the Lessor against which it is not insured, by fault of the Tenant; provided, however, that the Lessor shall have complied with all such requirements at the Lease Commencement Date.

11.4 Refuse

The Tenant shall not form any refuse dump or rubbish or scrap heap in any portion of the Demised Premises and will remove the same as often as is reasonably necessary to keep the Demised Premises clean and in good order and free of all refuse, rubbish, scrap, boxes, papers, containers and other waste material.

11.5 Injury to Persons or Property

The Lessor shall not be liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or any other person while such property is in or upon the Demised Premises or for any injury (including death) to any person while such person is in or upon the Demised Premises. This includes any loss, damage or injury caused by gas, steam, water, rain or snow which may leak into, issue or flow from any part of the Demised Premises or from gas, water, steam or drainage pipes or plumbing works of the Demised Premises or from any other place or quarter or for any loss, damage or injury caused by or attributable to the condition or arrangement of any electric or other wiring unless such loss, damage or injury is caused by the negligence of the Lessor or of its respective employees, servants, agents or those for whom it is in law responsible.

11.6 Indemnity

The Tenant shall indemnify the Lessor against any and all losses, liabilities, damages, debts, demand, losses, costs, claims, suits or actions for any damage to property or any injury (including death) to any person or persons resulting from the occupancy, use or operation by the Tenant of the Demised Premises (including, but not limited to, any claims for damage to the property of the Lessor or of its servants, agents, employees, subtenants, guests or invitees), unless such damage or injury is caused by the negligence of the Lessor or of its employees, servants, agents or those for whom it is in law responsible.

11.7 Expropriation

If any expropriation of the Demised Premises or any part thereof takes place during the term of this Lease, the Lessor and the Tenant shall negotiate or settle by suit or otherwise with the expropriating authority their respective damage claims arising from the said expropriation. If the parties cannot agree as to whether or not the Building can be restored for proper economic use as a result of the expropriation, then this question shall be determined by arbitration and any dispute as to any matter between the Landlord and Tenant arising from the expropriation shall be determined by arbitration conducted in accordance with the terms and provisions of Article 28 of this Lease.

11.8 Signs

The Tenant shall have the right to erect, at its sole cost and expense, on the exterior of the Demised Premises a sign or signs advertising the name under which the Building is operated; provided that such sign or signs shall be approved in advance by the Lessor, and the approval not to be unreasonably withheld. The Tenant shall be

responsible for and at its expense shall procure all necessary governmental permits and approvals prior to erecting any sign or signs.

ARTICLE 12

DAMAGE OR DESTRUCTION OF DEMISED PREMISES

12.1 Complete Destruction

In case the Demised Premises be damaged or destroyed by any cause whatsoever, then in such event:

- (a) if the Demised Premises are not capable of being repaired or restored within one year of the date of such damage or destruction, then, at the option of the Lessor or the Tenant, the term of this Lease shall cease and terminate effective on the date of such damage or destruction and further rent and other amounts payable by the Tenant in this Lease shall be apportioned to the date of termination; and
- (b) if the Demised Premises are capable of being repaired or restored within one year of such damage or destruction, then the Lessor shall proceed promptly with due diligence to repair or rebuild the same (to at least as good a condition and state as that existing prior to such damage or destruction) at the expense of the Lessor but all rent and other monies payable by the Tenant hereunder shall not be reduced while the Demised Premises are being repaired and/or restored.

12.2 For the purposes of determining whether the Demised Premises are capable of repair or restoration from the damage or destruction as stated in section 12.1, the opinion of a professional engineer (which engineer shall be a member in good standing of the Association of Professional Engineers of Ontario) selected jointly by the Lessor and the Tenant within ten (10) days of the occurrence of such damage or destruction to the Demised Premises shall be given in writing to the Tenant within thirty (30) days of the occurrence of such damage or destruction to the Demised Premises, and shall be determinative and binding.

12.3 If the term of this Lease is terminated as provided in Section 12.1(a) above, the Tenant shall release to the Lessor its interest in all insurance monies payable in respect of property owned by the Lessor as a result of such destruction. In the event that neither the Landlord nor the Tenant opts to terminate the term of this Lease, or in the case of Section 12.1(b) above, the stated insurance monies shall be released to the Lessor who shall repair the damage to or destruction of and restore the Demised Premises (to at least as good a condition and state as that existing prior to such damage or destruction) at the expense of the Lessor.

ARTICLE 13

DEFAULT - BANKRUPTCY

13.1 Remedies of the Lessor

If during the term of this Lease any of the following occurs (the “**Events**”):

- (a) the Tenant fails to pay any installment of rent or other sum specified in this Lease to be paid by the Tenant and such failure shall continue for ten (10) days after the date on which such payment was due; or
- (b) the Tenant fails to observe, perform or keep any of its covenants, agreements or obligations in this Lease and such failure shall not be cured within thirty (30) days (or within a reasonable time if such failure shall not be capable of being cured within thirty (30) days) after the Lessor shall have given to the Tenant written notice specifying such failure or, in the event of arbitration, within a reasonable time after delivery to the Tenant of the decision of such arbitration; or

- (c) any of the fixtures, goods or chattels of the Tenant on the Demised Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant and the Tenant has not made application to set the same aside within thirty (30) days of such seizure (or having made application within such time frame, fails to diligently proceed with it); or
- (d) the Tenant shall make any assignment for the benefit of creditors or become bankrupt or insolvent or shall take the benefit of any Act for bankrupt or insolvent debtors; or
- (e) any order is made for the winding-up of the Tenant and the Tenant has not made application to set the order aside within 30 days of the date of the granting of the order (or having made application within such time frame, fails to diligently proceed with the it) or the Tenant takes any step or proceeding to surrender its charter; or
- (f) the Demised Premises are left vacant and unattended for a period of longer than ten (10) days without the consent in writing of the Lessor (other than by reason of destruction or partial destruction by any cause mentioned in Article 12 of this Lease) or be abandoned by the Tenant;

then the Lessor shall have the option, to be exercised by notice in writing after the occurrence of the latest of the following: the Event; the notice given by the Lessor as a result of the Event; or the expiration of the time period permitted to the Tenant during which the Tenant shall cure or otherwise remedy the Event, either to:

- (i) claim the then current month's rent and the rent for the next ensuing three (3) months and all taxes, rates, duties, levies and other charges to be paid by the Tenant, shall immediately become due and payable and such accelerated rent and taxes, rates, duties, levies and other charges shall be recoverable by the Lessor in the same manner as the rental reserved in this Lease. The Lessor may also, at its option, re-enter the Demised Premises or any part of them in the name of the whole and take actual possession of them and shall have, possess and enjoy the Demised Premises as if this Lease had not been made., Concurrently, the term of this Lease shall become forfeited and determined; or
- (ii) the Lessor may, as agent of the Tenant, enter into or upon and re-let the Demised Premises or any part or parts of them for the whole or any part or parts of the then unexpired term of this Lease. The Lessor may, make changes, alterations and modifications in and to the Demised Premises or any part or parts of them and may receive and collect all rents payable due to the re-letting. The Tenant shall remain liable to pay rent in the manner provided for in this Lease and shall further remain liable in respect of all other agreements contained in this Lease and to be observed and performed by the Tenant. The Lessor shall credit the Tenant with the excess over the rental due or accruing due in such period of the net rent for such period realized by the Lessor by reason of such re-letting. For the purposes of this subparagraph (ii), the net rent realized by the Lessor shall mean the net proceeds of such re-letting after deducting the reasonable costs, charges and expenses of every nature and description incurred by the Lessor in so entering into or upon the Demised Premises and re-letting the same, including without limitation, the cost of changing, altering or modifying the Demised Premises or any part or parts of them and real estate agents' commissions and reasonable legal fees on a solicitor and client scale;

should the Lessor elect to proceed under subparagraph (ii) above, the Lessor shall, notwithstanding such election, be entitled at any time at its option to terminate this Lease pursuant to subparagraph (i) above.

13.2 Additional Rights

The Lessor may, in addition to the foregoing remedies and regardless of whether it does or does not re-enter the Demised Premises or terminate this Lease, sue for rents and/or damages and to enforce any alleged breach of any covenant or condition of this Lease.

13.3 Effect of Waiver of Forbearance

No waiver by the Lessor or the Tenant of any breach by the other of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach whatsoever., Nor shall any restraint by the Lessor or the Tenant to seek a remedy for any breach by the other be a waiver of its rights and remedies with respect to such or any subsequent breach.

ARTICLE 14

ASSIGNMENT - SUBLEASE

14.1 Assignment or Sublease

The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Demised Premises, nor mortgage or encumber the Demised Premises or any part of them, nor suffer or permit the occupation of all or any part thereof by others (other than as provided for in the Affiliation Agreement referred to in Section 11.1 above), without the prior written consent of the Lessor in each instance.

The referred to consent shall not be unreasonably withheld or delayed; provided, however, that the Lessor shall have the right to apply such tests and to make such investigations as it deems reasonable and necessary in determining the acceptability of the proposed assignee or subtenant and, without limiting the generality of the foregoing, such tests may include the financial background, business history, capability of the proposed assignee or subtenant in its line of business and the quality of its operation and provided further that the Tenant shall provide such information to the Lessor as it may reasonably require to enable the Lessor to determine the acceptability of the proposed assignee or subtenant including, without limiting the generality of the foregoing, the financial background, business history and capability of the proposed assignee or subtenant in its line of operation and the quality of its operation. If the Tenant shall not provide the aforementioned information to the Lessor, the Lessor may withhold its consent to the proposed assignment or sublease, which withholding of such consent in such circumstances shall not be or be deemed to be unreasonable. The consent by the Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

The prohibition against assigning and subletting contained in this Section 14.1 shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned or if the Demised Premises or any part them be sublet or occupied by anyone other than the Tenant, the Lessor may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants on the part of the Tenant contained in this Lease.

As a condition of consent to any assignment, the assignee shall execute an agreement with the Lessor to assume, be bound by, observe and perform all of the terms, covenants and conditions of this Lease required to be performed by the Tenant. Notwithstanding any assignment or sublease, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and

conditions of this Lease. Any assignment of this Lease, if consented to by the Lessor, shall be prepared by the Lessor or its solicitors and any and all reasonable legal costs with respect thereto shall be borne by the Tenant.

ARTICLE 15

QUIET ENJOYMENT AND OTHER COVENANTS

15.1 Quiet Enjoyment

Subject to the rights of the Lessor to enter and/or to re-enter into or upon the Demised Premises pursuant to the terms of this Lease, the Tenant may enjoy and possess the Demised Premises for the term hereby granted without any interruption or disturbance whatsoever from the Lessor or any other person, firm or corporation lawfully claiming from or under the Lessor, provided that the Tenant fully pays the rental and other charges hereby reserved and fully observes, performs and keeps all of its covenants, agreements and obligations in this Lease.

15.2 Warranty as to the Title of the Lessor

The Lessor covenants with and warrants to the Tenant that the Lessor has good and marketable title in fee simple to the Demised Premises, subject to no other leases, tenancies, agreements, servitudes, easements, rights-of-way, or defects in title save and except:

- (a) for those agreements, easements, rights-of-way and covenants that run with the Land provided they are complied with as of the Lease Commencement Date; and
- (b) for matters which would not in any way impair the enjoyment of the Demised Premises by the Tenant in accordance with the terms of this Lease; and
- (c) for any mortgages arranged by the Lessor to fund the acquisition of the Land and/or the construction of the Building.

The Lessor warrants that it has complied at its own expense with the provisions of the *Planning Act* (Ontario), as may be amended and replaced from time to time.

15.3 Lessor's Warranties

Subject to Section 15.2 above, the Lessor covenants with the Tenant and warrants that as at the Lease Commencement Date:

- (a) the Lessor has full power and authority to execute and deliver this Lease and that the same constitutes a valid and legally enforceable obligation of the Lessor;
- (b) there are no restrictive covenants nor any orders, ordinances or regulations prohibiting the use or occupancy of the Demised Premises for the purposes in this Lease indicated or which would prohibit the Tenant from using the Demised Premises for the lawful purposes set out in this Lease;
- (c) the Lessor has complied with all of the requirements of every public authority and the fire insurance underwriters relating to the construction, proposed use and maintenance of the Demised Premises and that the Demised Premises may be insured against risk of fire;
- (d) the Demised Premises are zoned for the uses contemplated in this Lease and the Building will not encroach beyond the boundaries of the Lands;
- (e) the Lessor shall comply fully with and abide by all terms and provisions of any mortgage(s) placed on the Demised Premises in accordance with Section 15.2 above;

- (f) there are no outstanding work orders or deficiency notices issued by any competent authority with respect to the Demised Premises;
- (g) there is no lease, tenancy, agreement, servitude, easement, right-of-way, encumbrance, lien or defect in or affecting title to the Demised premises save and except (i) those described and permitted in Section 15.2 hereof, or (ii) those created or imposed from time to time by any federal, provincial, municipal or other governmental authority (including, without limitation, those created or imposed pursuant to the Expropriations Act (Ontario);
- (h) there is no ruling, order or regulation regarding the environmental condition of the Demised Premises as a result of which there is any non-compliance with any applicable environmental laws,

and the Lessor agrees to indemnify the Tenant from all losses, liabilities, and damages arising from or suffered by the Tenant as a result of the breach by the Lessor of any of the warranties set out in Section 15.2 above or in this Section 15.3.

ARTICLE 16

MORTGAGES - RIGHTS RELATED THERETO

16.1 Right of the Lessor to Mortgage the Demised Premises - Non-Disturbance

- (a) The rights of the Lessor under this Lease and the Demised Premises may be sold, mortgaged, charged, transferred or assigned to a purchaser or to a mortgagee or trustee for bond and/or debenture holders and the Tenant agrees, in the event of a sale or default by the Lessor under any mortgage, trust deed or trust indenture and the purchaser, mortgagee or trustee, duly entering into possession of the Demised Premises and subject to delivery to the Tenant of the acknowledgment(s) mentioned in this section 16.1, to transfer and to become the tenant of such purchaser, mortgagee or trustee under the terms of this Lease.
- (b) Subject to delivery to the Tenant of the acknowledgment(s) mentioned in this section 16.1, this Lease is subject and subordinate to any mortgage, charge or deed of trust which may now or at any time after affect the Demised Premises in whole or in part and whether any such mortgage, charge or deed of trust shall affect only the Demised Premises or shall be a blanket mortgage, charge or deed of trust affecting other premises as well.
- (c) Subject to delivery to the Tenant of the acknowledgment(s) mentioned in this section 16.1, this Lease shall also be subject and subordinate to all renewals, modifications, consolidations, replacements and extensions of any of such mortgages, charges or deeds of trust.

The Tenant shall promptly, at any time as required by the Lessor, execute all documents and give such further assurances as may be reasonably required to postpone its rights and privileges to the holder of any such mortgage, charge or deed of trust; provided that the holder of any such mortgage, charge or deed of trust acknowledges in writing, in a form capable of registration on title, that the Tenant may, as long as it is not in default under this Lease and in accordance with its terms and conditions, continue in quiet possession of the Demised Premises for the term of this Lease. If the registration of notice of this Lease, as provided in Article 22, is subsequent to any mortgage, the Lessor shall obtain the form of acknowledgment mentioned in this section 16.1 for the benefit of the Tenant.

ARTICLE 17

TENANT'S FIXTURES, FURNISHINGS AND EQUIPMENT

17.1 Definitions

In this Article 17 and elsewhere in this Lease where the context permits, each of the following terms shall be deemed to have the meaning which succeeds them:

- (a) "Tenant's Trade Fixtures" means all trade fixtures, furnishings, furniture, fittings, utensils, equipment (other than equipment not owned by, but in the possession of, the Tenant and the Equipment belonging to the Lessor as referred to in paragraph 2.1(a) above), counters, shelving, office equipment, machinery and chattel property of every nature and kind, whether fastened or unfastened or whether supplied now or after by the Tenant in the conduct of its business, but excludes any and all "Tenant's Improvements" (as defined in section 17.1(b));
- (b) "Tenant's Improvements" means any and all alterations, improvements or additions incorporated into the structure of the Building and are distinct and separate from Tenant's Trade Fixtures.

17.2 Obligations of Tenant Respecting Tenant's Improvements and Tenant's Trade Fixtures

- (a) The Tenant covenants and agrees that all Tenant's Improvements made to the Demised Premises shall be maintained throughout the term of this Lease, free and clear of any and all liens, fixed or floating charges and encumbrances whatsoever.
- (b) In the event of the expiration or sooner termination of the term hereby created or any renewal term hereby granted, all Tenant's Improvements shall be deemed to be part of the realty and shall belong to the Lessor, free and clear of any encumbrances, fixed or floating charges or liens created by the Tenant whatsoever.

17.3 Tenant Entitled to Remove Tenant's Trade Fixtures

The Tenant shall be entitled to remove the Tenant's Trade Fixtures at the date of expiration of the term of this Lease or any sooner termination as this Lease may permit not occasioned by any default of the Tenant, provided all rent has been paid and all obligations on the part of the Tenant have been fully observed, performed and kept. The Tenant shall perform such removal in accordance with paragraph 17.4 of this Lease.

17.4 Removal of Tenant's Trade Fixtures

At the expiration or other termination of this Lease, the Tenant shall surrender the Demised Premises to the Lessor and, except as otherwise provided by this Lease, shall remove all Tenant's Trade Fixtures from and shall make good all damage to the Demised Premises occasioned by the installation and removal of all such Tenant's Trade Fixtures and restore the Demised Premises to a condition which is neat, clean, sound and in compliance with all of the Tenant's obligations under this Lease, reasonable wear and tear excepted. All of the Tenant's Trade Fixtures not removed in accordance with this section 17.4 after the expiration or termination of this Lease shall become the property of the Lessor.

ARTICLE 18 **ARBITRATION**

18.1 Arbitration

In the event of failure by the Lessor and Tenant to reach agreement in any manner described in this Lease, such dispute shall be submitted to a single arbitrator to be agreed upon by the parties under this Lease, provided that if a single arbitrator cannot be agreed upon by the parties within ten (10) days after the appointment of the single arbitrator has been requested by one of the parties, then the dispute shall be referred to a board of three (3) arbitrators, one to be appointed by each of the Lessor and the Tenant and a third arbitrator to be appointed by the first two named arbitrators in writing; and if either the Lessor or the Tenant shall refuse or neglect to appoint an arbitrator within twenty (20) days after the other party shall have appointed an arbitrator and shall have served a written notice upon the party so refusing or neglecting to appoint an arbitrator requiring such party to make such appointment, then the arbitrator first appointed shall, at the

request of the party appointing him, proceed to hear and determine the dispute as if he were a single arbitrator appointed by both the Lessor and the Tenant for that purpose. If two arbitrators are so named within the time prescribed and they do not agree within a period of ten (10) days upon the appointment of the third arbitrator, then, upon the application of either the Lessor or the Tenant, the third arbitrator shall be appointed by a Judge of the Supreme Court of Ontario. The determination which shall be made by the said arbitrators or a majority of them, or by a single arbitrator, as the case may be, shall be final and binding upon the parties and the costs of the single arbitrator or remuneration of the third arbitrator, shall be borne equally between the parties, each of the parties bearing the remuneration of the arbitrator appointed by it. The provisions of this Article 18 shall be deemed to be submission to arbitration within the provisions of the Arbitration Act (Ontario) and any statutory modification or re-enactment of it; provided that any limitation on the remuneration of arbitrators imposed by such legislation shall not have application to any arbitration proceeding commenced pursuant to this Lease.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 Ownership of Demised Premises

Promptly upon the expiration or sooner termination of the term hereby created, all Tenant's Improvements as defined in Article 17 shall, as among the parties to this Lease, be and become the absolute property of the Lessor subject to the right of the Tenant to remove its Tenant's Trade Fixtures as provided in Article 17 hereof.

19.2 Right of the Lessor to Follow Chattels

In the case of the unauthorized removal by the Tenant of the Tenant's Trade Fixtures from the Demised Premises, the Lessor may follow the same for thirty (30) days.

19.3 Waiver of Exemption

In consideration of the leasing and letting by the Lessor to the Tenant of the Demised Premises (and it is upon that express understanding that this Lease is entered into) and notwithstanding anything contained in any statute which may exist now or after this Lease is entered into, none of the fixtures, goods or chattels of the Tenant situated on the Demised Premises at any time during the continuance of the term of this Lease shall be exempt from levy by distress for rent and/or additional rent in arrears by the Tenant and upon any claims being made by the Lessor, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted; the Tenant waiving, as it hereby does, all and every benefit that would or might have accrued to it under and by virtue of any such statute but for this covenant.

19.4 No Agency or Partnership Created

Nothing contained in this Lease shall be construed by the parties of this Lease nor by any third party as creating any relationship other than that of landlord and tenant relationship.

19.5 Lessor May Perform Covenants

If the Tenant shall fail to perform any of its covenants, agreements or obligations under or in respect of this Lease within the time limits specified in paragraphs (a) and (b) of Section 13.1 (including, without limiting the generality of the foregoing, the obligation to make from time to time payments to be made by it under this Lease), the Lessor may, in addition to any other rights that it may have under this Lease by reason of such failure, perform or cause to be performed any of such covenants, agreements or obligations or any part of them and for such purpose may do such things as may be necessary or desirable to perform the same or cause the same to be performed, which shall, without limiting the generality of the foregoing, include entering upon the Demised Premises (forcibly or otherwise) and doing such acts and things in respect of the Demised Premises or any part or parts of them as the Lessor may consider necessary or desirable. All

expenses incurred and expenditures made by or on behalf of the Lessor in this section 19.5 shall be deemed to be additional rental payable immediately by the Tenant, together with interest at the Lease Interest Rate and the Lessor may take the same steps for the recovery of such expenses and expenditures as it might take for the recovery of rental in arrears under this Lease.

19.6 Cumulative Rights

No right or remedy conferred or reserved to the Lessor in this Lease is intended to be inclusive of any other right or remedy in this Lease or by law provided, but each shall be separate and distinct and in addition to every other right or remedy given in this Lease or the laws of Canada.

19.7 Obligations of the Lessor and Tenant to be Covenants and Conditions

All of the agreements and obligations of the Lessor and Tenant under this Lease shall be deemed to be covenants given by the Lessor or Tenant and conditions to be met by the Lessor and Tenant under this Lease, whether or not they are expressly set out in the Lease as covenants and conditions.

19.8 Lease Binding on Successors and Assigns

Wherever the word the "Lessor" appears in this Lease, the same shall extend to and include the successors and assigns of the Lessor and wherever the words the "Tenant" or the "Guarantor" appear in this Lease, the same shall, subject to the obtaining, if necessary, of the Lessor's consent pursuant to Article 14 of this Lease, extend to and include the respective successors and assigns of the Tenant and/or the Guarantor.

19.9 Interpretation

This Lease shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario. The headings immediately following the number of each article and paragraph are inserted for the purpose of convenience and are to be excluded from any construction or interpretation of this Lease. Any reference in this Lease to an article or paragraph by number shall mean the appropriate article or paragraph of this Lease unless the context otherwise requires.

19.10 Certificates

The parties mutually agree that each of them will at any time and from time to time, upon not less than ten (10) days prior notice given by the other party, execute and deliver to such other party or to whomsoever such other party directs, a statement in writing certifying that this Lease is unmodified and in full force and effect or if modified, stating the modifications and that the same is in full force and effect as so modified, the amount of the annual rental then being paid under this Lease, the dates to which the same, by installments or otherwise, and other charges under this Lease have been paid, and whether or not there is any existing default on the part of such other party of which the party issuing such statement has notice.

19.11 Termination - Pro-Rata Apportionment of Expenses

In the event of termination of this Lease for any reason not occasioned by the default of the Tenant, then taxes, including local improvement rates, hydro rates, water rates, water meter charges, rentals, fire and other insurance premiums and other items of expense with respect to the operation of the Demised Premises shall be pro-rated and apportioned between the Lessor and the Tenant as of the date of such termination.

19.12 Lease of Commercial Quality

This Lease is intended to be and shall constitute a lease of commercial quality and nothing in this Lease shall imply that this Lease is one of a residential quality.

19.13 Severability

If any provision contained in this Lease or the application of such provision shall be held illegal or unenforceable under any laws of any jurisdiction applicable to this Lease, the remainder of this Lease or the application of such provision to other persons, legal entities or circumstances shall not be affected thereby and each provision of this Lease shall be valid and then enforced to the extent permitted by law.

19.14 Time of the Essence

Time shall in all respects be of the essence of each and every part of this Lease.

19.15 Any amounts expressed in this Lease are to be payable in dollars (\$) and all amounts payable are to be paid in lawful money of Canada.

ARTICLE 20 **NOTICE**

20.1 Notice to Lessor

Any notice, delivery or payment to the Lessor hereunder may be delivered personally to its Chief Administrative Officer/Clerk or sent by facsimile/telex/email (fax number – 519-666-0271), email at clerk@middlesexcentre.ca or prepaid registered post addressed to the Lessor at 10227 Ilderton Rd., R.R. #2, Ilderton ON N0M 2A0, and any such notice, delivery or payment so delivered or sent shall be deemed to have been well and sufficiently given or made and received upon delivery of the same or on the third business day following such mailing of the same, as the case may be. In the event of any postal strike or stoppage of postal services, all notices or payments in this Lease shall be delivered.

20.2 Notice to the Tenant

Any notice, delivery or payment to the Tenant in this Lease may be delivered personally to its President sent by email, hand delivery, or prepaid registered post addressed to the Tenant at the Demised Premises and any such notice, delivery or payment so delivered or sent shall be deemed to have been well and sufficiently given or made and received upon delivery or on the third business day following such mailing of the same. In the event of any postal strike or stoppage of postal services, all notices in the Lease shall be delivered in person or delivered by email to the clients email address. .

20.3 Change of Address

Any of the parties to this Lease may change its address for the purpose of this Article 20 by giving the other parties hereto notice of such change of address in the manner provided in this Article 20.

ARTICLE 21 **FORCE MAJEURE**

21.1 In the event that any party to this Lease shall be delayed or hindered in or prevented from the performance of any act required in this Lease by reason of strikes, lockouts, continuous failure of power, riots, insurrection, war or other reason of a like nature, other than finance, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not cancel or postpone or delay the due date of any payment to be made by the Tenant in the Lease or operate to excuse the Tenant from prompt payment of rent, additional charges or other payments required by the terms of this Lease.

ARTICLE 22
REGISTRATION

22.1 The Tenant shall be permitted to register a notice of lease on title to the Demised Premises or, if the Demised Premises are registered under the Land Titles system, the Tenant shall be permitted to register this Lease.

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

MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____
Name:
Title:

Per: _____
Name:
Title:
We have the authority to bind the corporation

MIDDLESEX CENTRE REGIONAL
MEDICINE CLINIC

Per: _____
Name:
Title:

Per: _____
Name:
Title:
We have the authority to bind the corporation

SCHEDULE A

The southerly portion of that part of Lot 25, Concession 10, Middlesex Centre (formerly London Township), designated as Part 1, Plan 33R-3800 (as shown on the attached site plan), being a portion of the lands comprising PIN 08135-0204(LT) in Land Registry Office #33, together with a right-of-way over the existing driveways and walkways on the adjoining lands (to the south) owned by the Lessor (comprising PIN 08135-0283) for the purposes of vehicular and pedestrian access to and from Heritage Dr. and from and to the Demised Premises.

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