

THIS INDENTURE

made the 1st, day of November, 2016.

In Pursuance of the Short Forms of Leases Act

BETWEEN

THE CORPORATION OF THE COUNTY OF WELLINGTON

hereinafter called the "Lessor" OF

THE FIRST PART

and

THE CORPORATION OF THE TOWN OF MINTO

hereinafter called the "Lessee" OF

THE SECOND PART

PREMISES

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

ALL THOSE CERTAIN PREMISES known and described as part of a building at Lots 46 to 48, Plan: Village of Clifford; designated as Part 1, 61R9974; Minto, containing an area deemed to be 2,183 sq. ft., (the "premises"), together with twenty-two (22) shared outdoor parking spaces, for the purposes of a medical facility.

AND WHEREAS the County wishes to provide for the application of *S110 of the Municipal Act* S.O. 2001,c.25, and further to provide for tax exemptions as provided in subsection (6) thereof and has entered into this Lease Amendment Agreement pursuant to the said Act and the Municipal Capital Facility By-Law 5239 -11.

AND WHEREAS the Lessee has entered into a Lease Agreement with the County to lease the said premises for the purposes of providing health services at the said premises, being a class of municipal capital facility pursuant to Ontario Regulation 603/06 and the said premises on which the municipal capital facilities is being provided is entirely occupied and used for a service that may be provided by a municipality.

WITNESSETH that in consideration of the covenants herein and for good and valuable consideration, the parties agree as follows:

1. The Lessee will provide health services, such services being a class of municipal capital facility pursuant to Ontario Regulation 603/06, on the said premises demised in the Lease.
2. The County has entered into this Lease Amendment Agreement pursuant to *S110 of the Municipal Act S.O. 2001,c.25* and the Municipal Capital Facilities By-Law 5239- 11.
3. The said premises shall be exempt from taxation for municipal and school purposes and this exemption shall continue only for so long as the Lease read with this Lease Amendment Agreement is in good standing and not in default.
4. Other than the tax exemption referred to above, the Tenant shall be solely liable for and pay all taxes, fees and charges as may be applicable in law as provided in the Lease.
5. The Lessor and the Lessee agree and acknowledge that the Landlord shall not be liable in any regard in the event that applicable legislation and by-laws relating to tax exemptions do not allow for the tax exemptions set out above or the continuation thereof in accordance with this Agreement.

AND OTHERWISE this Lease Amendment Agreement shall include the same covenants, provisos and conditions, so far as they are applicable or not inconsistent, as are in the Lease.

TERM

TO HAVE AND TO HOLD the said premises for and during the term of five (5) years to be computed from the 1st day of November, 2016 and from thenceforth ensuing and to be fully completed and ended on the 31st day of October, 2021. This lease may be renewed for an additional five (5) years upon mutual consent and negotiation.

RENT YIELDING AND PAYING THEREFOR yearly and every year during the said term hereby granted, unto the said Lessor, the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) per annum payable at par at Guelph, Ontario, in equal quarterly installments each in advance on the said term, the first payment to be made on the 1st day of November, 2016.

OPERATING COSTS Operating costs refer to those costs set out in Schedule A attached hereto and shall be allocated between the Lessor and Lessee in the proportions therein set out and shall be paid as Additional Rent All Additional Rent payable under this Lease shall be charged to the Lessee as Rent and, unless otherwise provided in this Lease, shall be payable on demand, without deduction or set-off, as soon after the end of the calendar year in which the charge is made as the amount can be determined. The Lessor, acting reasonably, may in each year of the term estimate the amount of Additional Rent payable for the year. At the Lessor's option, the Additional Rent may be payable in equal quarterly instalments during the year. If quarterly instalments are made, the amount of the Additional Rent actually due shall be calculated at the end of the year and the Lessee shall pay the deficiency, if any, on demand, or the Lessor shall credit the Lessee with any overpayment, such overpayment to be applied in payment of the instalments of Rent next falling due, or if the Term has expired, the overpayment shall be repaid to Lessee

TAXES The Lessee, in addition to applicable taxes included in the Operating Costs, shall pay any other tax or taxes laid, levied, assessed or imposed with respect to the premises by any local, provincial or federal legislation

ARTICLE I THE SAID LESSEE COVENANTS WITH THE SAID LESSOR, ITS SUCCESSORS AND ASSIGNS:

RENT (a) THAT it will pay Rent and Additional Rent.

USE OF PREMISES (b) THAT the said premises will not, during the said term, be at any time used contrary to any law, regulation or by-law having jurisdiction.

FIXTURES (c) THAT no fixtures, goods or chattels of any kind will be removed from the premises during the term hereby demised or at any time thereafter without the written consent of the Lessor, its successors or assigns, being first had and obtained.

(d) THAT the Lessee will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Lessor being first had and obtained.

(e) THAT, at the expiration of the term hereby granted, or any renewal thereof, the Lessee may, but shall not be required to, at its sole option, remove or replace any leasehold improvements or alterations made or installed on the premises by it or the Lessor, provided that it shall make good all damage occasioned to the premises as a result of any such removal, reasonable wear and tear excepted.

NOTICE OF DEFECT (f) THAT it will give the Lessor notice, as soon as reasonably possible, of any accident to or defect in any system or part of the premises which the Lessor is obligated to repair.

NOT TO AFFECT
INSURANCE

(g) THAT it will not do or omit or permit to be done or omitted on the premises anything which shall cause the insurance premiums for the building to be increased and if the insurance premiums for the building shall be increased, the Lessee shall, within five (5) business days after receipt of notice from the Lessor setting out in reasonable detail the cause for such increased premiums, pay to the Lessor the amount of such increase.

LESSEE'S COMPLIANCE
WITH LAWS

(h) THAT it will comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes of any relevant authority which relate to the Lessee's use or occupation of the premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements that relate to such use or occupation by the Lessee.

WASTE

(i) THAT it will not do or allow any waste, damage, disfiguration or injury to the premises or the fixtures and equipment forming a part thereof or permit any overloading of the floors thereof.

MAINTENANCE

(j) THAT it will provide for the entire premises the following: landscaping, grass cutting, and maintenance, snow shoveling, and removal from all sidewalks, walkways, and the shared parking lot.

NUISANCE

(k) THAT it will not use or permit the use of any part of the premises for any dangerous, noxious or offensive purpose or cause or permit any nuisance in, at or on the premises.

LESSEE'S
INDEMNITY

(l) THAT, save and except for any damage arising from the negligent act or omission of the Lessor or for whom it is in law responsible, to

indemnify and save harmless the Lessor from and against any and all claims, including, without limitation, all claims for bodily injury or property damage arising from any act or omission of the Lessee or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Lessee and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon.

ASSIGNMENT AND
SUBLETTING

(m) The Lessee shall, before subletting any part of the premises to tenants other than those engaged in the medical profession, first obtain the written approval of the Lessor.

ARTICLE II THE LESSOR COVENANTS WITH THE LESSEE:

QUIET ENJOYMENT(a) For quiet enjoyment.

HEATING

(b) To heat the said premises in such manner as to keep the said premises at a reasonable temperature for the reasonable use thereof by the Lessee, except during the making of repairs. In case the boilers, engines, pipes, or other apparatus or any of them used in effecting the heating of the said premises shall at any time become incapable of heating said premises as aforesaid, or become damaged or destroyed, to repair said damage or replace said boilers, engines, pipes or apparatus or any of them or (at the option of the Lessor) substitute other heating apparatus therefor within a reasonable time, provided, however, that the Lessor shall not be liable for indirect or consequential damages for personal discomfort or illness arising from any default of the Lessor;

ACCESS

(c) To permit the Lessee, its agents, invitees and those having business with any or all of them, full and uninterrupted access to the building seven (7) days per week twenty-four (24) hours per day during the term, including access for disabled persons. The Lessor covenants and agrees to provide all services and facilities required to be provided by it hereunder (including without limitation, light, water, fuel, electricity, plumbing, heating, ventilation and air-conditioning) at all times throughout the term.

SERVICES AND
FACILITIES

(d) To provide and operate the following services and facilities for the premises as expressed below, and maintain the same such services and facilities in good repair (and, if necessary, replace same) during the term:

(1) Utility Systems

All utility systems and facilities, including water, fuel and electricity and including all charges for utilities used or consumed within the premises.

(2) Electrical Systems/Lenses, Bulbs and Related Equipment

An electrical system, including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the term, and all maintenance and parts thereof.

(3) Thermal Conditions and Air Quality

Subject to clause (c) a heating, ventilation and air-conditioning system.

(4) Water System

A water system capable of supplying hot and cold water to the premises and the washrooms serving the premises.

(5) Washrooms

Fully equipped washroom facilities.

(6) Exterior, Interior and Common Areas

Maintenance of the interior and exterior of the premises, walkways, the landscaped grounds and parking lots, including snow removal from access and existing routes, walkways and parking lots.

(7) Glass Replacement

Prompt replacement in case of breakage, of all plate glass and other glazing materials of the building, including without limitation with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Lessee, its servants or agents.

(8) Waste Management and Recycling

In accordance with applicable municipal programs.

REPAIR

(e) To maintain the premises, including the building, the electrical and mechanical systems and the structure, in good repair and tenantable condition during the term and make good any defect or want of repair and/or replacement promptly upon notice thereof with a minimum of disruption.

TELEPHONE

INSTALLATION AND
COMMUNICATIONS

(f) To permit the Lessee to effect the installation of telephone and inter-communication apparatus in the premises as it may require.

LESSOR
IMPROVEMENTS

(g) That, unless the Lessor fully complies with the terms and conditions set out below, at no time during the term thereof shall it commence any further construction or alterations to the building which will have the effect of:

- (1) Interfering with the operations of the Lessee;
- (2) Interfering with ingress to or egress from the premises; or unless the Lessee otherwise consents, the Lessee's consent therefor not to be unreasonably withheld.

INDEMNITY

(h) To indemnify the Lessee and save it harmless from and against all losses, claims, actions, damages, costs, liabilities and expenses (together the "Claims") in connection with loss of life, personal injury, damage to property (including any portion of the building and its equipment, machinery, services, fixtures and leasehold improvements) or any other loss or injury arising from or out of the negligent conduct of any work or service provided by the Lessor, or any negligent act or omission of the Lessor or those for whom the Lessor is at law responsible or by anyone permitted to be in the building by the Lessor. If the Lessee is, without fault on its part, made a party to any litigation commenced by or against the Lessor, then the Lessor will protect, indemnify and hold the Lessee harmless and pay all expenses and reasonable legal fees incurred or paid by the Lessee in connection with such litigation.

INSURANCE

(i) At all times throughout the term, to obtain and maintain:

(1) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of all, contents and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous apparatus owned or operated by the Lessor or by others on behalf of the Lessor in the building and on the lands;

(2) "All risks" insurance on the building and the equipment. contained in or servicing the building and on the lands, in an amount at least equal to the full replacement cost thereof, insuring all property of the Lessor, property for which the Lessor is legally liable or property installed by or on behalf of the Lessor;

(3) comprehensive general liability insurance including personal injury,

broad form contractual liability, owners' and contractors' protective, contingent employers' liability, employers' liability, medical payments, products liability, completed operations, non-owned automobile liability, all coverages with respect to the building, the lands and the use of the common areas and facilities. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Ten Million Dollars (\$10,000.00) per occurrence; and

(4) Other forms of insurance as would be carried by a prudent owner of a similar building.

All of such policies shall be taken out and kept in full force and effect in the names of the Lessor and the Lessee, as their respective interests may appear and shall contain a cross-liability clause. None of the policies shall be invalidated as respects the interest of the Lessee, or those for whom the Lessee is at law responsible, by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the said policies.

All of the policies shall contain an undertaking by the insurers to notify the Lessee in writing not less than thirty (30) days prior to any material change, cancellation or termination. If requested by the Lessee, the Lessor agrees to deliver certificates of insurance of the underwriting insurance company or complete certified copies of policies to the Lessee within thirty (30) days after the placing of the required insurance. No review or approval of such insurance documentation by the Lessee shall derogate from or diminish the Lessee's rights or the Lessor's obligations as contained in this lease.

ADDITIONAL
SERVICES

(j) If the Lessee requires any additional services to be performed in or relating to the premises, it shall so advise the Lessor in writing, and the Lessor may, as soon as reasonably possible, perform or provide any such additional services. Provided however, the Lessor may not provide such additional services, if to do so would:

- (1) Seriously interfere with the reasonable enjoyment of the other tenants of their respective premises or the common areas and facilities;
- (2) Jeopardize or impede the Lessor's financing of the building and/or lands; or
- (3) Cause the building or its services and common areas and facilities not to be of building standards.

USE OF
PREMISES

(k)The Lessor represents and warrants that the Lessee's intended use of the premises complies with all existing laws, regulations and by- laws having jurisdiction as at the commencement of the term.

ENVIRONMENTAL

(l) The Lessor shall use its continuing efforts throughout the term to ensure that no part of the building or the premises is used, without limitation (either by the Lessor or all other Lessees in the building) to generate, manufacture, refine treat, transport, store, handle, dispose of, transfer or produce any Environmental Contaminant and/or mould, except in strict compliance with all applicable requirements of any relevant authority, including without limitation, environmental land use, occupational health and safety laws, regulations, requirements, permits and by-laws.

The Lessor shall remove any Environmental Contaminant and/or mould located on or in the building, whether or not known to the Lessor, as of the date of execution of the Lease, and whether or not resulting from any act, omission, or negligence of the Lessor or those for whom it is in law responsible, which is not contained in accordance with all applicable requirements of any relevant authority.

ARTICLE III PROVISOS:

UNAVOIDABLE
DELAYS

(a) Notwithstanding anything in this lease, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant, or act required hereunder by reason of strikes or labour trouble; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Lease (but excluding the inability to perform because of financial difficulties or lack of funds), then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform the term, covenant or act within the appropriate time period after the expiration of the period of the delay. If any of the events or problems referred to in this section occur and either party contemplates that it will be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason thereof, such party shall forthwith deliver written notice to the other, with full and detailed particulars setting out the nature of such event or problem and the period of the delay contemplated by the party giving notice for the performance of any such term, covenant or act required hereunder.

RIGHT-OF-WAY

(b) If the premises are now or hereafter served by any easement or right-of-way, the Lessee, its servants, agents, employees, licensees and invitees shall have full right of ingress and egress over such easement or right-of-way in common with all others entitled thereto.

DAMAGE AND DESTRUCTION

(c) If, at any time during the term, the building is damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Lessor, then, and in every such event:

- (1) If the damage or destruction to the building is such that, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the date of the occurrence of such damage or destruction (the "Date of Damage"), the premises are rendered partially unfit for occupancy or impossible or unsafe for use or occupancy, then the rent shall abate as of the Date of Damage in proportion to the part of the premises which is rendered unfit for occupancy or impossible or unsafe for use or occupancy, and rent will not be payable again until such time as the premises and the leasehold improvements have been fully restored by the Lessor to their condition as of the commencement date.
- (2) If the damage or destruction to the building is such that, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the date of damage, the premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if, in either event, the damage, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the Date of Damage, cannot be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then either the Lessor or the Lessee may terminate this tenancy within twenty (20) days following the date of the giving of the Lessee's architect's opinion, upon written notice to the other party, in which event this lease and the term hereby demised will cease and be at an end as of the date of such damage or destruction and the rent shall be apportioned and paid in full to the Date of Damage. In the event that neither the Lessor nor the Lessee shall terminate this lease in accordance with the provisions hereof, then the Lessor shall repair the premises, the leasehold improvements and the building with all reasonable speed and the rent hereby reserved shall abate from the Date of Damage until the date that either the premises and leasehold improvements are restored to their condition as of the commencement date or reasonable and convenient access is restored thereto.
- (3) If the damage or destruction is such that, in the opinion of the Lessee's architect to be given to the Lessor within twenty (20) days of the Date of Damage, the premises are rendered wholly unfit for

occupancy or if it is impossible or unsafe to use and occupy the premises, and if, in either event, the damage, in the opinion of the Lessee's architect to be given within twenty (20) days from the Date of Damage, can be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then the rent shall abate from the Date of Damage until the date the premises and leasehold improvements are restored to their condition as of the commencement date, provided that the Lessor shall repair the premises and the leasehold improvements with all reasonable speed.

- (4) The decision of the Lessee's architect as to the time within which the damage or destruction to the premises, the leasehold improvements or the building can or cannot be repaired, the extent of the damage, or the state of tenantability of the premises, as the case may be, shall be final and binding upon the parties.
- (5) Notwithstanding anything contained in this section (e), if the Lessor does not commence to repair or restore the premises, the leasehold improvements or the building within fifteen (15) days of the date of delivery of the Lessee's architect's opinion, or, having commenced the repair or restoration of the premises, the leasehold improvements or the building does not continue to complete same with reasonable dispatch, the Lessee may terminate the lease upon fifteen (15) days' prior notice to the Lessor, in which case, this lease and the term hereby demised shall cease and be at an end as of the date of such damage or destruction and the rent shall be apportioned and paid in full to the date of such damage or destruction.

RE-ENTRY (d) If the rent hereby reserved, or any part thereof, shall be in arrears or if the Lessee shall make default in the observance or performance of any of the Lessee's covenants or agreements contained in the lease and such arrears of default shall continue for a period of fourteen (14) days, then the Lessor may give the Lessee written notice requiring the Lessee to pay the arrears or remedy the default within thirty (30) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Lessee fails to pay the arrears or to commence to remedy the default within such period, the Lessor may, in addition to any other remedies the Lessor may have, either in this lease or at law, re- enter the premises and the term hereby granted shall thereupon be terminated.

TERMINATION (e) The Lessee and/or Lessor shall have a right to cancel the lease by providing the other party with twelve (12) months' prior written notice at any time.

NON-WAIVER (f) No condoning, excusing or overlooking by the Lessor or Lessee of any default, breach or non-observance by the Lessee or the Lessor at

any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Lessor's or the Lessee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Lessor or the Lessee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Lessor or the Lessee save only an express waiver in writing.

NOTICES

(g) Any notice required or contemplated by any provision of this lease shall be given in writing enclosed in a sealed envelope addressed in the case of notice:

to the Lessor: Corporation of the County of Wellington
74 Woolwich Street, Guelph, ON N1H 3T9

Attention: Scott Wilson, CAO
Facsimile No: (519) 837-1909

to the Lessee: Corporation of the Town of Minto
RR 1, 5941 Highway 89
Harriston, ON N0G 1Z0

Attention: Gordon Duff, CPA, CGA
Facsimile No: (519) 338-2005

and delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the third business day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery.

ENTIRE
AGREEMENT

(h) The Lessee and the Lessor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this lease save as expressly set out in this lease and that this lease and the schedules hereto constitute the entire agreement between the Lessor and the Lessee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality.

SEVERABILITY

(i) The Lessor and the Lessee agree that all of the provisions of the lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each

separate paragraph hereof. Should any provision or provisions of the lease be illegal or not enforceable, it or they shall be considered separate and severable from this lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

INTERPRETATION

- (j)
- (1) "Environmental Contaminant" means (a) any substance which, when it exists in the building or the water supplied to or in the building, or when it is released into the building or any part thereof, or into the water or the natural environment, is likely to cause at any time material harm or degradation to the building or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including without limitation and by way of example stachybotrys chartarum and other moulds), mercury and its compounds, dioxams and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (b) any substance declared to be hazardous or toxic under any environmental laws now or hereafter enacted or promulgated by any authorities, or (c) both (a) and (b).
- (2) The words 'herein', 'hereof', 'hereby', 'hereunder', 'hereto', 'hereinafter', and similar expressions refer to this lease and not thereof, unless there is something in the subject matter or context inconsistent therewith. In no event shall this lease be interpreted as a semi-gross or a net lease and the Lessee shall only be responsible for costs and expenses specifically set out herein.

REGISTRATION

(k) The Lessee may, at its option, register a Notice of this lease in the applicable Land Registry or Land Titles Office, and the Lessor will cooperate with the Lessee to facilitate the registration and execute all documentation required for such purpose.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE.

**THE CORPORATION OF THE COUNTY OF
WELLINGTON**

Per:

SCHEDULE "A"

Description	Procurement & payment responsibility	Cost sharing method	Included in operating cost component of lease
Hydro (including lighting for parking lot and signs)	County	40% to Minto 60% to County	Yes
Union Gas	County	40% to Minto 60% to County	Yes
Water and wastewater	County	50% to Minto 50% to County	Yes
Property taxes (if any)	County	100% to Minto	Yes
Pest Control	County	100% County	No
Insurance on building	County	100% County	No
Solid Waste Disposal	County	100% County	No
Fire alarm / extinguisher monitoring	County	100% County	No
Grounds maintenance, landscaping and snow removal for entire	Minto	100% Minto Paid directly by Minto	No
Tenant's liability insurance	Minto	100% Minto Paid directly by Minto	No
Janitorial services	Minto	100% Minto Paid directly by Minto	No
Security system	Minto	100% Minto Paid directly by Minto	No
Telephone and internet	Minto	100% Minto Paid directly by Minto	No