

**NET MULTI-TENANT OFFICE
BUILDING**

LEASE

THMC WINDSOR INC.

Landlord

- and -

**The Corporation of the County of
Essex**

Tenant

Building: 600 Tecumseh Road East, Windsor, Ontario
Suite: 349
Date: December 14, 2017

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THIS NET MULTI-TENANT OFFICE BUILDING LEASE AND BUSINESS CONTRACT is made the 14th day of December, 2017 between Landlord and Tenant listed below.

PART 1 - BASIC INFORMATION

- 1.1

Landlord

Name:

Address:

Phone No:

Fax No:

THMC Windsor Inc.

700 Tecumseh Road East, Suite 114, Windsor, ON N8X 4T2

519-258-3523

519-258-6434
- 1.2

Tenant

Name:

Premises Address:

Phone No:

Fax No:

The Corporation of the County of Essex

360 Fairview Avenue West, Essex, Ontario N8M 1Y6

519-776-6441

519-776-4455

Tenant's Residence:

Tenant's Residence Phone No:

~~1.3 Indemnifier Name:~~

1.4 Building

600 Tecumseh Road East, Windsor, Ontario and situate upon the Lands described in Schedule 1 to this Lease

1.5 Premises

Suite 349 having a Rentable Area of approximately 696 square feet located on the third (3rd) floor of the Building, shown on Schedule 2.

1.6 Use

The Premises may not be used for any purpose other than as a general office for Tenant's business of a general administrative office, in accordance with all applicable Laws.

1.7 Term

Three (3) Years commencing April 1, 2018 (the "Commencement Date") and expiring March 31, 2021.

1.8 Combined Minimum Basic Rent and Additional Rent Payable by the Tenant to the Landlord

Lease Years	Annual Rent* (per square foot of Rentable Area of the Premises)	Annual Amount*	Monthly Amount*
3 Yrs	\$ 6.32	\$ 4,398.72	\$ 366.56

*plus Goods and Services Taxes

Notwithstanding anything else contained in this Agreement, the Rent payable by the Tenant (inclusive of Basic Rent and Additional Rent but excluding costs for Additional Services) to the Landlord shall be the amounts set forth above for the Term unless the Additional Rent attributable to the Tenant exceeds \$ 12.95 a square foot on an annual basis. If, during the Term, the Additional Rent attributable to the Tenant exceeds \$ 12.95 a square foot per annum then the Tenant agrees to pay all Additional Rent attributable to the Tenant to the Landlord otherwise in accordance with this Lease. Any reduction to the Operating Costs and/or Realty Taxes payable for the Project shall not decrease the combined minimum Basic Rent and Additional Rent payable to the Landlord by the Tenant as set out in this provision.

~~1.9 Pre-paid Rent~~ INTENTIONALLY DELETED

~~1.10 Security Deposit~~ INTENTIONALLY DELETED

PART 2 – BASIC TERMS AND PRINCIPLES

2.1 Grant and Basic Covenants

In consideration of the rents to be paid and the covenants contained in this Lease, Landlord leases the Premises to Tenant and Tenant leases and accepts the Premises from Landlord, to have and to hold the Premises during the Term, at the Rent, and in accordance with and subject to the conditions, limitations and covenants contained in this Lease. Each of Landlord and Tenant shall observe and perform all of the covenants to be observed and performed by it under this Lease.

2.2 Quiet Enjoyment

Landlord agrees that so long as Tenant pays the Rent and observes and performs its covenants herein, Tenant may peaceably possess and enjoy the Premises during the Term without any unreasonable interruption or disturbance from Landlord, subject nevertheless to the terms, covenants, conditions and limitations of this Lease.

2.3 Unavoidable Delay

If either party to this Lease is unable to perform any of its covenants herein due to Unavoidable Delay, then such party will be deemed not to be in default under this Lease and the time for the performance of any such covenant will be extended, in each case for the period of such delay.

2.4 Definition/Schedules

Certain words and phrases recurring throughout this Lease have defined meanings as set out in Schedule 3, unless otherwise provided. This Lease includes all Schedules attached hereto.

2.5 Parties to Act Reasonably

Except as may otherwise be specifically provided in this Lease, Landlord and Tenant shall each act reasonably and in good faith when making determinations and considering requests for consent hereunder.

PART 3- USE

3.1 Use

Tenant covenants to use the Premises continuously throughout the Term and only as specified in section 1.6.

3.2 After Hours Access

Subject to Landlord's rights in this Lease, and except in the case of a real or perceived emergency, Tenant shall be permitted to access the Premises twenty-four (24) hours per day, seven (7) days a week throughout the Term, provided Tenant pays the costs of any Additional Services, if any, arising from Tenant's access to the Premises after Normal Business Hours. Tenant acknowledges that Landlord may implement and alter, from time to time, a security card or other restrictive access system for the Building. Tenant further acknowledges that Landlord's estimates of Operating Costs from time to time are based upon ordinary usage of the Premises during Normal Business Hours.

3.3 Common Facilities

The Common Facilities shall be subject to the exclusive control and management of Landlord or as Landlord may direct from time to time. Tenant, subject to compliance with the Operating Standards and in common with all others entitled thereto, may use those parts of the Common Facilities appropriate, intended and designated from time to time by Landlord for such use. Tenant's right of use shall not extend to parts of the Common Facilities from time to time allocated by Landlord for other uses, whether temporary or permanent, nor to parts inappropriate for such use, such as roofs, service rooms, structures, base building areas and exterior building areas and surfaces. In a real or perceived emergency or in the case of Landlord making repairs, Landlord may temporarily close or restrict the use of any part of the Common Facilities; however, in such event Landlord will make commercially reasonable efforts to minimize interference with Tenant's use of the Premises.

3.4 Operating Standards

Tenant shall comply with the Operating Standards as from time to time existing, so long as it has received notice thereof and only to the extent such Operating Standards do not conflict with the provisions of this Lease.

3.5 No Waste, Nuisance or Overloading

Tenant shall not commit or permit any waste, damage, nuisance or hazard to the Premises or the Project, or commit or permit anything else which may disturb the quiet enjoyment of any occupant of the Project or which may interfere with the operation of the Project. Tenant will keep the Premises free of any debris, trash, vermin and anything of a dangerous, noxious or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or any noxious or strong noises or odours. Tenant shall not overload any of the Common Facilities.

3.6 Compliance with Laws

Tenant, at its sole cost and expense, is responsible at all times to comply with, and to cause Tenant's Representatives and all invitees and other occupants of the Premises to comply with, and to keep the Premises, Trade Fixtures and Tenant Property in compliance with the requirements of all applicable Laws (including Environmental Laws) and of any insurer by which Landlord or Tenant is insured.

3.7 Environmental

In addition to and without limiting the generality of section 3.6, the Tenant covenants and agrees that (i) it shall not cause or permit any Hazardous Substance to be brought into, stored, kept or used (unless and so long as otherwise expressly permitted in writing by Landlord from time to time in its sole discretion) in or about, or released or discharged from or in, the Premises or any part thereof; (ii) upon request by the Landlord, the Tenant shall complete, certify and deliver to the Landlord at any time and from time to time during the Term, the Landlord's Environmental Questionnaire; (iii) upon the expiration or earlier termination of this Lease, Tenant shall cause each and every Hazardous Substance which is then located on the Premises to be removed from the Premises in compliance with all Environmental Laws pertaining thereto; and (iv) Tenant will store and dispose of all of its waste in a lawful and proper manner.

PART 4 -TERM POSSESSION

4.1 Term

This Lease shall be for the Term set out in section 1.7 unless earlier terminated as provided in this Lease or extended pursuant to Schedule 7, if applicable.

4.2 Acceptance of Premises and Fixturing

Tenant accepts the Premises in an as-is condition, save and except for any Landlord's Work. Except to the extent otherwise provided for this Lease, if Landlord permits Tenant to take possession of the Premises prior to the Commencement Date, then all of the terms and conditions of this Lease, except for payment of Rent (other than charges, if any, payable pursuant to sections 6.2, 8.4 or 9.6 or otherwise directly related to Tenant's early occupancy) shall be in full force and effect as of the date Tenant takes such possession. Prior to taking possession of the Premises and commencing any Tenant's Fixturing, Tenant shall comply with all of the requirements of section 8.4. Taking possession of the Premises by Tenant will be conclusive evidence that the Landlord's Work, if any, has been completed to Tenant's satisfaction, subject only to latent defects and to those deficiencies (if any) listed in writing in a notice delivered by Tenant to Landlord during the pre-possession inspection to be carried out by Landlord and Tenant together on or before the date of Tenant taking possession.

4.3 Delayed Possession

If Landlord is delayed for any reason in delivering possession of all or any portion of the Premises to Tenant on or before the Commencement Date, then Tenant will take possession of the Premises on the date when Landlord delivers possession of the Premises. This Lease will not be void or voidable nor will Landlord be liable to Tenant for any loss or damage resulting from any delay in delivering possession of the Premises to Tenant, but no Rent will be payable by Tenant (unless such delay is principally caused by or attributable to Tenant or Tenant's Representatives), for the period prior to the date on which Landlord can so deliver possession of the Premises, unless possession of a portion of the Premises is feasible whereupon Rent will be payable in respect of such portion from the later of the Commencement Date and the date such possession is so available. If delivery of possession is delayed beyond the Commencement Date then, unless such delay is principally caused by or attributable to Tenant or Tenant's Representatives, the Commencement Date and the Term expiration date shall each be postponed by a number of days equal to such delay.

4.4 Surrender

Tenant shall surrender possession of the Premises upon termination of this Lease by expiration of the Term or operation of the terms hereof, in good and substantial repair and condition as required by this Lease.

4.5 Overholding

If Tenant remains in possession of the Premises following expiration or earlier termination of the Term and without any written agreement otherwise providing, Tenant shall be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Lease except as to the Term, and except as to Basic Rent which shall be equal to twice the Basic Rent payable in the last year of the Term. This provision shall not authorize Tenant to so overhold, and Landlord may immediately re-enter the Premises where Landlord requires vacant possession of the Premises on the expiration or earlier termination of the Term or has otherwise objected to any overholding. If Tenant fails to surrender the Premises at the expiration or earlier termination of the Term in the condition required by this Lease, then in addition to all other rights and remedies available to Landlord, Tenant shall be liable for Rent as if it was overholding for the time period required by Landlord to effect the required restorations and repairs to the Premises.

PARTS-RENT

5.1 Basic Rent

Tenant shall pay Basic Rent in the amount set out in section 1.8, plus applicable Goods and Services Taxes, without demand in advance in equal consecutive monthly instalments on the first day of each month commencing on the Commencement Date.

5.2 Additional Rent

In addition to Basic Rent but subject to Section 1.8, Tenant shall pay Additional Rent in accordance with this Lease from and after the Commencement Date or such other date specified herein. For clarity and without limitation, Tenant shall be responsible for all charges, if any, payable pursuant to sections 6.2, 8.4 and 9.6 notwithstanding that same may be incurred or relate to a period prior to the Commencement Date.

5.3 Estimated Amounts

In the event that the Landlord anticipates that the Additional Rent payable by the Tenant will exceed the amount per square foot of Additional Rent set forth in Section 1.8 of this Lease, Landlord, for the applicable Fiscal Period, shall estimate acting reasonably Tenant's Share of Realty Taxes and Operating Costs. Upon notification of such estimates, Tenant shall pay to Landlord in equal monthly instalments in advance on the first day of each month during the applicable Fiscal Period a monthly pro-rated amount on account of the aggregate of such estimates. Landlord may from time to time re-estimate any of such charges and adjust the monthly pro-rated amount accordingly.

5.4 Statements and Readjustments

Only in the event that the Tenant has been required to pay Additional Rent in excess of the amount per square foot of Additional Rent set forth in Section 1.8 of this Lease, then within three (3) months after the end of each such Fiscal Period (or such longer period reasonable in the circumstances), Landlord shall finally determine for such Fiscal Period Tenant's Share of Realty Taxes and Operating Costs, and the difference between such final determination and the estimated amounts previously billed to Tenant in instalments Landlord shall provide Tenant

with the final determination of Tenant's Share of Realty Taxes and Operating Costs, which shall be accompanied by a statement of such charges verified to be correct by Landlord. If the aggregate of Tenant's instalments for such Fiscal Period was more than the final determination, then Tenant shall pay to Landlord any shortfall within fourteen (14) days after such determination. Tenant may not claim any re-adjustment of such charges based upon any error of computation or allocation except by notice delivered to Landlord within three (3) months after the date of delivery of Landlord's statement.

5.5 Payment of Rent- General

- (a) **General** It is intended that this Lease be an absolutely net lease for Landlord and that Rent be received by Landlord free of any cost or obligation concerning the Premises or the Project unless specified in this Lease. Tenant covenants to pay Rent when due without deduction, abatement, set-off, or delay (except as specifically provided in sections 11.1 and 11.2). Tenant's covenants to pay Rent shall survive the expiration or earlier termination of this Lease.
- (b) **Payment Rent** is payable in Canadian dollars and will be paid to Landlord at the address set forth in section 1.1, or to such other person or at such other address as Landlord may from time to time designate in writing. Rent will be paid to Landlord, at Tenant's expense, by an automated debiting system, under which payments are deducted from Tenant's bank account and credited to Landlord's bank account on the due date, and Tenant shall deliver a completed and executed Automatic Rent Payment Form concurrent with execution of this Lease and thereafter within 10 days of request.
- (c) **Interest in Arrears and NSF** If any amount of Rent is in arrears it shall bear interest at the Interest Rate from the due date for payment thereof until the same is fully paid and satisfied. If a payment of Rent fails as a result of insufficient funds or is otherwise stopped, without limitation Landlord may recover from Tenant the costs arising therefrom including out-of-pocket expenses and a reasonable administration fee (minimum \$100).
- (d) **Partial Period** If the Commencement Date is any day other than the first day of a calendar month, or if the Term ends on a day other than the last day of a calendar month, then Basic Rent and Additional Rent, as the case may be, will be adjusted for the months affected, pro rata, based on a 365 days' year.
- (e) **Acceptance of Rent** Landlord may accept any payment without prejudice to Landlord's rights under this Lease or at law, including all rights to recover the balance of any Rent then due and to pursue any other right or remedy available to Landlord. Further, acceptance of Rent by Landlord from the Tenant or from other Person shall not constitute consent to a Transfer.

5.6 Deposits

Upon execution of this Lease Tenant shall pay to Landlord a deposit in the amount specified in section 1.9, to be applied by Landlord against the Rent payments specified in section 1.8, and a security deposit in the amount specified in section 1.10, to be held by Landlord as security for Tenant's performance of its covenants under this Lease. No interest shall accrue or be payable to Tenant in respect of any such deposits. If Tenant shall be in default hereunder, Landlord may appropriate and apply such portion of the deposits as Landlord considers necessary to compensate it for Rent outstanding or loss or damage suffered by Landlord. When requested by Landlord following any such appropriation Tenant shall pay to Landlord an amount sufficient to restore the original amount of the deposits. So much of the security deposit which remains unappropriated by Landlord shall be returned to Tenant within thirty (30) days after expiry of the Term.

5.7 Measurement of Premises

Landlord may elect from time to time to remeasure the Rentable Area of the Project and/or the Premises. In such event, Rent and Tenant's Share are subject to adjustment based upon Architect certified measurements, effective on: (i) the Commencement Date if certified in the first Lease Year; or (ii) the first day of the month following the date of the certification if certified after the end of the first Lease Year.

PART 6 - UTILITIES

6.1 Suppliers

Landlord shall be entitled to make such arrangements for the supply of any Utilities to the Project as Landlord determines, and may from time to time negotiate modifications and revisions to such arrangements and enter into new arrangements. Landlord shall be entitled to require that any Utilities be provided to the Premises only by such suppliers, distributors or retailers who have been designated and approved by Landlord from time to time.

6.2 Utility Costs

Tenant shall promptly pay when due to any direct supplier, retailer or distributor of any Utilities to the Premises, all applicable Utility Costs which are charged directly to Tenant. Any Utility Costs incurred by Landlord shall be included in Operating Costs, provided that if Tenant is a disproportionate user of a Utility Landlord may require the installation of a separate meter(s) therefor.

PART 7 - OPERATING COSTS AND TAXES

7.1 Operating Costs Payable by Tenant

Subject to Section 1.8, Tenant shall pay to Landlord, at the times and in the manner provided in sections 5.3 and 5.4, Tenant's Share of Operating Costs.

7.2 Realty Taxes Payable by Tenant

To the extent that any Realty Taxes are levied or imposed directly against Tenant or the Premises, Tenant shall pay same to the Landlord. Landlord, acting reasonably, may adjust from time to time Realty Taxes and/or Tenant's Share of Realty Taxes, (i) to include any increase of Realty Taxes which Landlord has determined to

be attributable to the conduct of Tenant or to the Leasehold Improvements, Trade Fixtures or Tenant Property; or (ii) to account for the allocation by Landlord of Realty Taxes among categories of premises in the Project on the basis of such factors as Landlord determines to be relevant (including abatements and exemptions attributable to vacancies or tax-exempt tenants).

7.3 Business Taxes Payable by Tenant

Tenant shall pay before delinquency all Business Taxes. If during the Term the method of taxation shall be altered so that the whole or any part of the Business Taxes is merged into a comprehensive realty tax, Landlord shall have the right to allocate and collect such component of the comprehensive realty tax (as would have been formerly Business Taxes) as part of Realty Taxes.

7.4 Goods and Services Taxes

In addition to Rent, Tenant will pay to Landlord Goods and Services Taxes at the same time as the amounts to which Goods and Services Taxes apply are payable hereunder. Landlord shall have all of the same remedies and rights of recovery with respect to Goods and Services Taxes as it has for non-payment of Rent.

PART 8 - MAINTENANCE, REPAIRS AND ALTERATIONS

8.1 Responsibility of Tenant

Without notice or demand from Landlord, Tenant will keep the Premises, the Trade Fixtures and the Tenant Property in a clean and tidy condition and in good and substantial repair, order and condition, all as a careful owner would do. Tenant will promptly notify Landlord of any damage to or defect in any part of the Premises or in or to any equipment or facilities involved in the supply of any Utilities to the Premises of which Tenant becomes aware notwithstanding that Landlord may have no obligation with regard thereto.

8.2 Responsibility of Landlord

Landlord shall maintain and keep the Project in good and substantial repair, order and condition having regard to the size, age, type and location of the Project. Notwithstanding the foregoing, subject to Part 11, if all or part of the Project is destroyed, damaged or impaired, Landlord will have a reasonable time in which to complete the necessary repair or replacement, and during that time Landlord will only be required to provide and make available such portions of the Common Facilities and other services as are reasonably possible in the circumstances. Nothing contained in this section 8.2 will derogate from the provisions of Part 11 or from Landlord's right to include in Operating Costs the cost of complying with this Part 8.

8.3 Inspection, Notice and Entry

- (a) **Inspection** - Tenant will permit Landlord and Landlord's Representatives to enter upon the Premises at any time or times upon twenty-four (24) hours prior notice (except in a real or perceived emergency, in which event, no notice will be required) to examine, measure, inspect and show the Premises, to provide janitorial (if applicable) and maintenance services, and to make all repairs, alterations, changes, adjustments, improvements, installations or additions to the Premises or the Project that Landlord considers necessary or desirable. For the purposes of this section 8.3, Landlord may take materials into the Premises as required and may have access to any part of the Project through the Premises. Tenant will not obstruct pipes, conduits, ducts or shafts or other Common Facilities so as to prevent access to them by Landlord. Landlord in exercising its rights under this section will make commercially reasonable efforts to minimize interference with Tenant's use of the Premises.
- (b) **Entry** - If Tenant is not present to open and permit any entry into the Premises when for any reason an entry shall be permitted hereunder or necessary in the case of a real or perceived emergency, Landlord or its agents may, using reasonable force, enter the same without rendering Landlord or such agents liable therefor, and without affecting the obligations and covenants of Tenant under this Lease.
- (c) **Limitation** - Notwithstanding anything to the contrary, Landlord shall not be required to inspect the Premises, give notice to Tenant or carry out remedies on Tenant's behalf, nor is Landlord under any obligation for the care, maintenance or repair of the Premises, and Tenant shall not be entitled to any abatement or reduction of Rent as a result of, nor shall Landlord be liable for any loss, expense or damage arising from or relating to, any inspection, entry or work described in this section 8.3.

8.4 Tenant Improvements and Alterations

- (a) **Landlord's Criteria** - All Tenant's Work from time to time shall:
 - (i) be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld unless such work may affect a structural part of the Project or may affect the mechanical, electrical, HVAC or other basic systems of the Project or the capacities thereof, in which case Landlord's approval may be arbitrarily withheld;
 - (ii) be performed in a good and workmanlike manner, at the sole risk and expense of Tenant, and in strict accordance with drawings and specifications approved by Landlord and Landlord's design criteria for the Project;
 - (iii) be performed in compliance with the applicable requirements of all Authorities, evidence of which shall be provided to Landlord, and of the Construction Criteria;
 - (iv) be subject to the supervision and direction of Landlord or Landlord's Representatives during construction (Tenant hereby acknowledging that such supervision will be for the benefit of Landlord only and that Landlord will not be responsible in any way whatsoever for the quality, design, construction or installation of any such work); and

(v) subject to subsection 8.4 (f), be carried out only by competent workers selected by Tenant and approved in writing by Landlord.

- (b) **Plans and Specifications** - Tenant shall submit to Landlord details of any proposed Tenant's Work, which details shall include complete working drawings and specifications prepared by qualified designers and conforming to good engineering practice if reasonably required. Tenant shall reimburse Landlord for the cost of technical evaluation of Tenant's plans and specifications and shall revise such plans and specifications as Landlord deems necessary. Tenant shall be solely responsible for all on-site measurements and for the adequacy and sufficiency of Tenant's plans and specifications and Landlord shall have no liability of any kind arising from Landlord's review or approval of such plans and specifications.
- (c) **Insurance** - Tenant and its contractors shall be required to maintain at their cost, throughout the period of Tenant's Work, on terms and conditions satisfactory to Landlord acting reasonably, the comprehensive general liability, builder's risk and other insurance specified in the Construction Criteria.
- (d) **Supervisory Fees** - If Tenant or its contractors perform Tenant's Work from time to time, Tenant shall pay to Landlord a fee for coordination and supervision services equal to the greater of \$ 1.00 per square foot of Rentable Area of the Premises or five percent (5%) of the total cost of such Tenant's Work unless otherwise agreed.
- (e) **Debris** - During Tenant's Work, Tenant shall keep the Premises and the Project clean of any related debris.
- (f) **Landlord's Work at Tenant's Expense** - Tenant shall pay to Landlord the cost of any Additional Services provided by Landlord relating to Tenant's Work, including the cost of any necessary cutting, patching or repairing of any damage to the Project or the Premises, any cost to Landlord of removing refuse, cleaning, security, hoisting of materials and any other costs of Landlord which can be reasonably allocated as a direct expense relating to the conduct of such work. If a request is made by Tenant with respect to approval of any Tenant's Work which may affect the Common Facilities or the capacities thereof, which request is approved by Landlord, Landlord may require that such work be designed, at Tenant's cost, by consultants designated by Landlord and/or that it be performed by Landlord or its contractors. If Landlord or its contractors perform any such services or work, it shall be at Tenant's expense in an amount equal to the greater of \$ 1.00 per square foot of Rentable Area of the Premises or Landlord's total cost of such service or work, which shall be reasonable having regard to Landlord's standards for the Building, plus an administrative fee equal to fifteen percent (15%) of such amount, the total of which shall be payable following completion upon demand. Tenant will, if required by Landlord, deliver to Landlord prior to commencement by Landlord of any such work security satisfactory to Landlord in an amount equal to Landlord's reasonable estimate of the cost of performing such work.
- (g) **Restrictions** - No Tenant's Work shall be permitted which may adversely affect the condition, operation or value of any part of the Project or restrict or reduce Landlord's coverage for municipal zoning purposes.
- (h) **Unauthorized Installations** - Any Tenant's Work which is not carried out in compliance with the terms and conditions of this Lease shall, if requested by Landlord, be promptly removed by Tenant at Tenant's expense, and the Premises shall be restored to their previous condition.
- (i) **Liens** - Tenant shall promptly pay all its contractors and suppliers and shall do all things necessary to prevent a lien attaching to the Project and should any such lien be made, filed or attach, Tenant shall discharge or vacate such lien within ten (10) days of receiving notice thereof. If Tenant shall fail to discharge or vacate any lien, Landlord may discharge or vacate the lien by paying into Court the amount required to be paid to obtain a discharge, and the amount so paid by Landlord together with all costs and expenses including legal costs (on a full indemnity basis) incurred in connection therewith shall be due and payable by Tenant to Landlord on demand.

8.5 External Changes

Tenant agrees that it shall not erect, affix or attach to any roof, exterior walls or surfaces of the Building or any part of the Project any antennae, sign, attachment or fixture of any kind (except as may otherwise be specifically permitted under Schedule 7, if applicable), nor shall it make any opening in or alteration to the roof, exterior walls, or structure of the Project, or install in the Premises or the Project free standing air-conditioning units, without the prior written consent of Landlord which may be arbitrarily withheld.

8.6 Removal of Trade Fixtures and Tenant Property

At the end of the Term, Tenant may (if not in default) and, if directed by Landlord, shall remove its Trade Fixtures and Tenant Property, and shall, in the case of every installation or removal of Trade Fixtures and Tenant Property, make good any damage caused to the Premises or the Building by such installation or removal. Tenant may, if not in default, during the Term remove Tenant Property and Trade Fixtures as part of Tenant's ordinary course of business during Normal Business Hours or such other time approved by Landlord in writing. Any Trade Fixtures and Tenant Property not removed at the termination or expiry of this Lease (i) shall, if Landlord so elects, be deemed abandoned and become the property of Landlord without compensation to Tenant, and (ii) may be removed and stored or disposed of by Landlord at Tenant's sole risk and expense, as an Additional Service.

8.7 Removal of Leasehold Improvements and Restoration

The Leasehold Improvements shall immediately upon installation become the property of Landlord without compensation to Tenant. Unless Landlord by notice in writing requests otherwise, or unless Landlord elects to do so on Tenant's behalf as an Additional Service, Tenant shall at its expense, upon the expiration of the Term or earlier termination of this Lease, remove all (or part, as designated by Landlord) of the Removable Improvements. Tenant shall repair and make good any damage to the Premises or to the Project caused either in the installation of Leasehold Improvements or removal of Removable Improvements.

PART 9 – LANDLORD'S SERVICES AND ALTERATIONS

9.1 Operation of Project

The Project shall at all times be under the exclusive control and management of Landlord and, provided Tenant is not in default under this Lease and subject to all applicable provisions in this Lease, Landlord will maintain the Project in the manner set out in section 8.2 and will provide the services set out in section 9.2.

9.2 Services to Premises

- (a) **Electrical Power** - Landlord will supply to the Premises circuits sufficient to deliver electrical power to the Premises to the levels currently existing on the date hereof. If Tenant requires electrical power at a different voltage or at a greater capacity than Landlord's system delivers, then any additional systems required, if available, shall be installed, operated and maintained at Tenant's cost.
- (b) **Water and Sewage Connections** - Landlord shall provide to the Premises water and sewer connections to the extent existing on the date hereof. Any connections or special facilities required by Tenant shall be made at Tenant's cost.
- (c) **Janitorial Services** - Unless Landlord and Tenant otherwise agree, Landlord shall provide janitorial services as reasonably required to keep the Premises clean, provided that Tenant will leave the Premises in a reasonably tidy condition at the end of each business day (for greater clarification, Landlord shall not be required to provide any further notice to Tenant that Landlord's contractor and its employees will be accessing the Premises on a regular basis to perform such janitorial services). Janitorial services provided by Landlord shall not include the cleaning, maintenance and repair of curtains, carpets, rugs, drapes, furnishings and window coverings, which shall be the sole responsibility of Tenant, at Tenant's expense.
- (d) **HVAC** - Landlord will supply HVAC as required for the use and occupancy of the Premises, subject to reasonable adjustments and additional charges to Tenant (unless otherwise provided for herein) after Normal Business Hours.

9.3 Interruption or Delay of Services

Landlord's furnishing of services and Utilities as set out in section 9.2 or otherwise shall be subject to the rules, regulations and public policy directives of the applicable supplier and Authority. Landlord may interrupt, delay, or shut down any of the services or Utilities outlined in this Part 9 on account of repairs, maintenance or alterations to any equipment or other parts of the Project, provided that to the extent reasonably possible under the circumstances Landlord shall provide prior notice and shall schedule such interruptions, delays, slow downs, or stoppage so as to minimize any inconvenience to Tenant. No reduction or discontinuance of such services or Utilities will be construed as an eviction of Tenant, nor release Tenant from any obligation of Tenant under this Lease, nor make Landlord liable for any damages arising therefrom.

9.4 Piping and Wiring

Tenant acknowledges that Landlord, Landlord's Representatives and any Person authorized by Landlord or Landlord's Representatives may install, maintain and repair pipes, wires and other conduits or facilities forming part of the Common Facilities through the space enclosed by the boundaries of the Premises, provided that same shall not form part of the Premises and once installed will not materially interfere with Tenant's reasonable use and enjoyment of the Premises. Any such installing, maintaining and repairing shall be done in a manner that will minimize inconvenience to Tenant to the extent reasonably possible in the circumstances.

9.5 Landlord's Alteration and Signs

Landlord shall have the right, at any time, to (a) add buildings, additions and parking structures on the Lands and the Project or to make additions to, or subtractions from, or to change, rearrange or relocate any part of the Common Facilities and/or other parts of the Project; (b) enclose any open area, and to grant, modify or terminate easements and other agreements pertaining to the use, operation, maintenance and repair of all or any part of the Common Facilities and/or other parts of the Project; and (c) make changes to the parking areas, operations and facilities and access routes and driveways, and to make any changes or additions to the systems, pipes, conduits, Utilities or other building services within or serving the Project. In doing any of the foregoing, Landlord shall have the right to enter the Premises in accordance with subsections 8.3 (a) and (b) and shall make such changes as expeditiously as reasonably possible. Landlord shall have the right at any time to install general information, directory, direction and other signs in and about the Project.

9.6 Additional Services

Tenant may from time to time be provided with (only to the extent specifically provided for in this Lease) or request Additional Services, and Tenant shall pay Landlord's charge for such Additional Services (which shall be reasonable having regard to Landlord's standards for the Project and which, where practical, shall be estimated by Landlord in advance) plus an administrative fee equal to fifteen percent (15%) of such charge, payable within ten (10) days of delivery of Landlord's invoice therefor.

PART 10 - INSURANCE AND INDEMNIFICATION

10.1 Tenant's Insurance

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

- (i) "All Risks" insurance covering the Premises (including Leasehold Improvements), Tenant Property, Trade Fixtures and any other property of every description and kind owned by Tenant, or for which Tenant is legally liable, in or on the Premises or the Project, in an amount not less than the full replacement cost thereof from time to time; such policy(ies) shall include coverage against all casualties and risks under standard "all risk" insurance policies maintained by prudent tenants in the Province in which the Project is located including coverage against theft, vandalism, flood, earthquake, collapse, sewer backup, sprinkler leakage and water damage however caused;

- (ii) "commercial general liability" insurance, which shall include coverage for personal injury, contractual liability, tenants' legal liability, non-owned automobile liability, property damage, and owners' and contractors' protective insurance coverage, with respect to the Tenant's use and occupancy of the Premises and the Common Facilities and the business operations conducted by Tenant and any other person (including any of the Tenant's Representatives and any other person performing work for or on behalf of Tenant) on the Premises; such policy(ies) shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000.00) or such higher limits as Landlord or the Mortgagee may require from time to time;
- (iii) business interruption insurance including loss of profits;
- (iv) if there are any boilers, air-conditioning equipment and miscellaneous electrical apparatus owned or operated by or on behalf of Tenant (other than by Landlord) in or exclusively serving the Premises, 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 thereof; and
- (v) any form of insurance as Tenant, Landlord or the Mortgagee may reasonably require from time to time, in amounts and for insurance risks against which a prudent tenant would protect itself.

10.2 Policy Requirements

Each policy of insurance taken out by Tenant in accordance with this Lease shall be taken out with insurers and shall be in such form and on such terms as are satisfactory to Landlord. Each such policy shall name Landlord, and any of Landlord's Representatives and any Mortgagee as designated by Landlord from time to time, as an additional insured and loss payee, as its interests may appear, and each of such policies shall contain in form satisfactory to Landlord, to the extent commercially available from time to time, (i) a waiver by the insurer of any rights of subrogation or indemnity or any other claim over, to which such insurer might otherwise be entitled against Landlord and the Landlord's Representatives; (ii) an undertaking by the insurer to notify Landlord and the Mortgagee in writing not less than thirty (30) days prior to any proposed material change, cancellation or other termination thereof and such other standard mortgage clause(s) as reasonably required by the Mortgagee; (iii) a provision that Tenant's insurance is primary and shall not call into contribution any other insurance available to Landlord; and (iv) a severability of interests clause and a cross-liability clause, where applicable.

10.3 Proof of Insurance

Tenant shall provide to Landlord (and, upon request, the Mortgagee) at the time of execution of this Lease and thereafter from time to time upon request, satisfactory evidence that the policies of insurance required to be maintained by Tenant in accordance with this Lease are in fact being maintained, which evidence shall be in the form of certificates of insurance, or if required by Landlord, certified copies of each such insurance policy. No review or approval of any such insurance certificate by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease including, without limitation, those contained in this Part 10.

10.4 Failure to Maintain

If Tenant fails to take out or keep in force any insurance referred to in this Part 10 or should any such insurance not be approved by either Landlord or the Mortgagee, each acting reasonably, and should Tenant not rectify the situation within two days following written notice from Landlord (stating, if Landlord or the Mortgagee do not approve of such insurance, the reasons therefor), Landlord shall have the right, without assuming any obligation in connection therewith, to effect such insurance as an Additional Service to Tenant.

10.5 Damage to Leasehold Improvements

In case of damage to any material part of the Leasehold Improvements, the proceeds of insurance in respect thereto shall be payable to Landlord, and such proceeds shall be released to Tenant (provided that Tenant is not in default hereunder) upon Tenant's written request for progress payments, at stages determined by a certificate of the Architect stating that repairs to each such stage have been satisfactorily completed free of liens by Tenant or by Tenant's contractors. In the event Tenant defaults in making such repairs, Landlord may, but shall not be obliged to, perform the repairs and the proceeds may be applied by Landlord to the cost thereof. If this Lease expires or is terminated at a time when the Premises or Leasehold Improvements are damaged or destroyed as a result of a peril required to be insured against by Tenant, Tenant shall pay or assign to Landlord the proceeds of insurance maintained by Tenant with respect to such damaged or destroyed Leasehold Improvements.

10.6 Landlord's Insurance

Landlord agrees to insure the Project against "All Risks" of loss in such reasonable amounts as would be carried by a prudent owner of a comparable building in the Province. Landlord shall also carry public liability and property damage insurance with respect to the operation of the Project (on a comprehensive basis with coverage for any one occurrence or claim of not less than Five Million Dollars (\$5,000,000.00) or such higher limit as Landlord or the Mortgagee may determine from time to time), and rental income insurance and may carry environmental insurance and any other forms of insurance as it or the Mortgagee may determine to be advisable from time to time. Notwithstanding that Tenant shall be contributing to Landlord's costs and premiums respecting such insurance, Tenant shall not have any insurable or other interest in any of Landlord's insurance, and Tenant shall not have any interest in, nor any right to recover any proceeds under any of Landlord's insurance policies.

10.7 Increase in Insurance Premiums

If the premium rate of insurance on the Project shall be increased by reason of any act or omission of Tenant or any use made of the Premises, Tenant shall pay to Landlord on demand the amount of such premium increase. In the event of an actual or threatened cancellation of any Landlord's insurance on the Project or any material adverse change thereto by the insurer by reason of the use or occupation of the Premises and if Tenant has failed to remedy the situation giving rise to such actual or threatened cancellation or adverse change within two

days after notice thereof by Landlord, then without prejudice to any other rights which Landlord may have, Landlord may remedy such situation or other factor as an Additional Service to Tenant, and for such purposes Landlord shall have the right to enter upon the Premises without further notice.

10.8 Mutual Release

Subject to the remainder of this section, each of Landlord and Tenant hereby releases the other and waives all claims against the other with respect to casualties, risks and occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible. Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease, and for this purpose deductible amounts shall be deemed to be proceeds of insurance received. Notwithstanding anything to the contrary in this section 10.8, Landlord and Tenant shall each be liable to any third party (being any Person other than Landlord or Tenant) to the extent of their respective fault or negligence and each shall be entitled to full indemnity and contribution from the other to the extent of the other's fault or negligence.

10.9 Extension of Rights and Remedies

Every right, benefit, release from liability, defence, immunity and waiver of whatsoever nature applicable to Landlord and Tenant under this Lease shall also be available and shall extend to benefit and to protect the Landlord's Representatives and Tenant's Representatives respectively, and for such purposes Landlord is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of Landlord's Representatives, and Tenant is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of Tenant's Representatives.

PART 11 - DAMAGE AND DESTRUCTION

11.1 Damage to the Premises

Notwithstanding the other provisions of this Lease and in addition to section 11.2, should the Premises at any time be partially or wholly destroyed or materially damaged by any cause whatsoever or should demolition of the Premises be necessitated thereby or should the Premises become unfit for occupancy by Tenant:

- (i) subject as hereinafter provided in this section 11.1, Landlord shall, to the extent of the insurance proceeds available for repair and restoration and actually received by Landlord from its insurers (subject to the rights of the Mortgagee(s)) repair and restore those parts of the Common Facilities adjacent to the boundaries of the Premises, if and to the extent damaged or destroyed, in accordance with Landlord's obligations to repair (and in this case rebuild, as may be necessary) under the provisions of section 8.2. Upon substantial completion of Landlord's work, Landlord shall notify Tenant, and Tenant shall forthwith commence and expeditiously complete reconstruction and repair of the Premises and Trade Fixtures in accordance with Tenant's obligations to repair (and in this case rebuild, as may be necessary) under the provisions of section 8.1;
- (ii) Rent shall not abate unless the Premises are rendered wholly or partially unfit for occupancy for at least thirty (30) days by such occurrence and in such event Rent, as of the date of such occurrence shall abate proportionately as to the portion of the Premises rendered unfit for occupancy, but only until thirty (30) days following receipt by Tenant of Landlord's notice given to Tenant as provided in subsection 11.1 (i) hereof, at which time Rent shall recommence; and
- (iii) if, in the opinion of the Architect, such opinion to be given to Landlord and Tenant within thirty (30) days of the date of such destruction or damage, the Premises cannot be repaired and made fit for occupancy within two hundred and forty (240) days from the date of such damage (employing normal construction methods without overtime or other premium), then Landlord or Tenant may by written notice to the other, given within thirty (30) days of receipt of such opinion of the Architect, elect to terminate this Lease, and in either case Rent shall cease and be adjusted as of the date of such damage and Tenant shall immediately vacate the Premises and surrender same to Landlord without payment or compensation of any kind whatsoever by Landlord.

11.2 Damage to the Building

Notwithstanding the other provisions of this Lease and in addition to section 11.1, should the Building at any time be partially or wholly destroyed or damaged by any cause whatsoever, or should demolition of the Building, or any part thereof, be necessitated thereby or by damage or destruction to other parts of the Project:

- (i) subject as hereinafter provided in this section 11.2, Landlord shall, to the extent of the insurance proceeds available for repair and restoration and actually received by Landlord from its insurers (subject to the rights of the Mortgagee(s)), repair and restore the Common Facilities, in accordance with Landlord's obligations to repair under the provisions of section 8.2 hereof. Upon substantial completion of Landlord's work as it relates to those parts of the Common Facilities adjacent to the boundaries of the Premises, Landlord shall notify Tenant, and Tenant shall forthwith commence and expeditiously complete reconstruction and repair of the Premises and Trade Fixtures to the extent they are so affected, in accordance with Tenant's obligations to repair under the provisions of section 8.1;
- (ii) Rent shall not abate except in accordance with and subject to section 11.1(ii);
- (iii) if in the opinion of the Architect, such opinion to be given to Landlord and Tenant within thirty (30) days of the date of such destruction or damage, twenty-five percent (25%) or more of the Total Rentable Area of the Building is at any time destroyed or damaged in whole or in part by any cause whatsoever, or by demolition caused or necessitated thereby or by damage or destruction of other parts of the Project, notwithstanding that the Premises may be unaffected by such occurrence, Landlord may, by written notice to Tenant, given within thirty (30) days of receipt of such opinion of the Architect, elect to terminate this Lease, in which case, Rent shall cease and be adjusted as of the termination date specified in such notice, and Tenant shall vacate the Premises and surrender same

to Landlord on such termination date without payment or compensation of any kind whatsoever by Landlord; and

- (iv) in repairing, restoring, reconstructing or rebuilding the Building or any part thereof or of the Project, Landlord may use designs, plans and specifications, other than those used in the original construction of the Building and Project, and Landlord may alter or relocate, or both, any or all buildings, facilities and improvements, including the Premises, provided that the Premises as altered or relocated shall be substantially the same size and shall be in all material respects reasonably comparable to the Premises, as defined herein.

11.3 **Architect's Certificate**

Wherever a certificate of the Architect is required or deemed appropriate by Landlord, the certificate of the Architect shall bind the parties hereto as to completion of construction of the Premises, the availability of services, the percentage of the Premises, Building or Project destroyed or damaged, the number of days required to make repairs or reconstruct, the state of tenantability of the Premises, and the state of completion of any work or repair of either Landlord or Tenant.

11.4 **Limitation**

Except as specifically provided in this Part 11, there will be no reduction or abatement of Rent and Landlord will have no liability to Tenant by reason of any damage, destruction or injury to or interference with the Premises, Tenant's business or Tenant Property arising from fire or other casualty, howsoever caused, or from the making of any repairs resulting therefrom in or to any portion of the Project.

PART 12 - TRANSFERS BY TENANT

12.1 **Transfers**

(a) **Consent** - Tenant covenants that no Transfer shall be permitted or effective until Landlord's prior written consent to the Transfer is delivered to Tenant, which consent (without limiting Landlord's rights hereunder) will not be unreasonably withheld. Requests by Tenant to enter into a Transfer shall be in writing to Landlord accompanied by a copy of the proposed Transfer documents and full particulars of the proposed Transfer, the business and financial responsibility and standing of the proposed transferee, and such other information as Landlord may reasonably require. It shall be reasonable for Landlord to withhold its consent to any Transfer: (i) if the financial ability, credit rating, business reputation and standing of the proposed transferee, or any of the Person(s) controlling such proposed transferee, is not satisfactory to Landlord; (ii) if any Mortgagee will not consent to such Transfer; (iii) if the proposed transferee has not, or will not enter into an agreement with Landlord agreeing to be bound by all of the Tenant's covenants in this Lease; (iv) if the proposed transferee's intended use of the Premises may increase the likelihood of environmental contamination or damage, is not the same or similar to Tenant's use specified in section 1.6 or is otherwise not compatible with the operation of the Project and the other tenants therein; (v) if comparable space is available in the Project for lease by Landlord (in which event Landlord may reasonably withhold its consent to such Transfer and may offer to lease such space directly to such proposed transferee); or vi) if the proposed transferee is an existing tenant of the Landlord, a Person controlling an existing tenant of the Landlord, or an occupant of the Project.

- (b) **Termination Right** - Further, if Tenant requests Landlord's consent to any Transfer, Landlord may elect to terminate this Lease or, if the request is to Transfer a portion of the Premises only, to terminate this Lease with respect to such portion. If Landlord elects to terminate this Lease it shall give written notice of the termination date which shall be at least 30 days and not more than 120 days after the termination notice is given. Tenant shall then notify Landlord in writing within fifteen (15) days after receipt of Landlord's termination notice of Tenant's intention either to refrain from such Transfer (in which event Landlord's termination notice shall be null and void and Tenant shall not proceed with the Transfer) or to accept the termination of this Lease (in whole, or in part). Failure of Tenant to deliver notice to Landlord within such fifteen (15) day period advising of Tenant's intention to refrain from such Transfer, shall be deemed to be an acceptance by Tenant of Landlord's termination, which shall be effective on the termination date specified in Landlord's termination notice.

- (c) **Additional Requirements** If Landlord agrees to grant its consent to any Transfer:

- (i) Tenant shall only permit and cause such Transfer to be completed in accordance with the terms of Tenant's request;

- (ii) Tenant shall cause to be executed and delivered by any party to the Transfer such documentation as may be required by Landlord including such party's direct covenant to and in favour of Landlord to perform and observe the covenants of Tenant under this Lease and, if requested by Landlord, a completed Environmental Questionnaire, certified by a senior officer of such party to be complete and accurate, disclosing no material or increased environmental risk;

- (iii) if the basic and additional rent and any other consideration (net of reasonable out of pocket costs for commissions and legal fees to arm's length independent third parties directly related to such Transfer) to be paid directly or indirectly by the transferred under the Transfer exceeds the Rent payable by Tenant hereunder, the amount of such excess shall be paid by Tenant to Landlord;

- (iv) if such Transfer shall not be completed within sixty (60) days after Landlord's consent is given, such consent shall expire and Tenant shall not then allow or cause such Transfer to be completed without again complying with all the requirements of this Part 12; and

- (v) such consent shall not be effective unless and until Tenant shall have complied fully with this section 12.1 and with section 12.2.

12.2 Landlord's Costs

Prior to Landlord delivering any requested consent, Tenant shall pay Landlord's reasonable fees and costs (minimum \$750) incurred in processing each request by Tenant for consent to Transfer, including all reasonable legal costs.

12.3 No Advertising

Tenant shall not, directly or indirectly, advertise that the whole or any part of the Premises are available for a Transfer without the prior written approval of Landlord. No such advertisement shall contain any reference to the rental rate of the Premises and no signage shall be displayed at or upon the Premises or anywhere else upon the Project by Tenant or its agents and brokers.

12.4 No Release

No Transfer or other disposition by Tenant of this Lease or of any interest under this Lease shall release Tenant from the performance of any of its covenants under this Lease and Tenant shall continue to be bound by this Lease. Tenant's liability under this Lease will continue notwithstanding the bankruptcy, insolvency, dissolution or liquidation of any transferee of this Lease or the termination of this Lease for default or the termination, disclaimer, surrender or repudiation of this Lease pursuant to any statute or rule of law.

PART 13 - SALES AND FINANCINGS BY LANDLORD

13.1 Dispositions by Landlord

Landlord, at any time and from time to time, may sell (or otherwise dispose) or mortgage the whole or any part of its interest in the Project. In the event of such a sale, if the party acquiring Landlord's interest covenants to assume and perform the covenants of Landlord under this Lease, Landlord shall thereupon be released from all of its covenants under this Lease.

13.2 Subordination/Attornment

Upon written notice at any time to Tenant by Landlord or any Mortgagee, (i) this Lease and the rights of Tenant hereunder shall be subject and subordinate to any and all Mortgages, and/or (ii) Tenant shall attorn (pay rent and be bound as tenant under this Lease) to any Mortgagee or Purchaser; provided that such subordination or attornment, as the case may be, shall not deprive Tenant of its use and enjoyment of the Premises pursuant and subject to this Lease. Landlord, the Mortgagee or the Purchaser, as the case may be, may require Tenant to confirm such attornment and/or subordination in writing; provided such Mortgagee or Purchaser shall also confirm in writing at such time that this Lease shall continue in full force and effect in accordance with and subject to the terms hereof.

13.3 Consent to Disclosure

Tenant hereby authorizes Landlord and Landlord's Representatives to make inquiries concerning the character, financial standing, and credit rating and history of Tenant, the indemnifier (if applicable), and Tenant's Representatives all for the purposes of entering into this Lease and performing its obligations and enforcing its rights hereunder. All information and materials received in this regard are hereinafter collectively referred to as the "Collected Information". Tenant hereby consents to Landlord maintaining the Collected Information, disclosing all or any part of the Collected Information from time to time to its lenders, investors and professional advisors, and releasing all or any part of the Collected Information from time to time to prospective Purchasers, Mortgagees and other lenders or investors; provided Landlord shall otherwise not disclose any confidential Tenant financial information except as required by Law.

PART 14-DEFAULT

14.1 Default and Right of Re-Entry

It is a condition of this Lease that if:

- (i) Tenant fails to pay when due any Rent, whether lawfully demanded or not, and such failure continues for three (3) days after notice from Landlord;
- (ii) Tenant is in default of any of its covenants under this Lease (other than its covenant to pay Rent) and such default has continued for a period of ten (10) consecutive days after notice by Landlord to Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied, or, if by reason of the nature thereof, such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period and Tenant has failed to commence to cure same within such ten (10) day period or thereafter failed to proceed diligently to cure such default;
- (iii) a writ of execution is issued against any Tenant Property located on the Premises and remains outstanding for more than ten (10) days, or Tenant or any Indemnifier (if applicable) becomes insolvent or makes application for relief from creditors under the provisions of any statute now or hereafter in force, or files a notice of intention or a proposal, makes an assignment in bankruptcy, has a receiving order made against it or otherwise becomes bankrupt or insolvent, or any action, steps or proceedings whatever, are taken with a view to the winding up, dissolution or liquidation of Tenant or any Indemnifier (if applicable), or with a view to the restructuring or compromise of any debt or other obligation of Tenant or any Indemnifier (if applicable);
- (iv) any insurance policy on the Project is actually cancelled or not renewed or threatened to be cancelled or not renewed by any insurer by reason of any particular use or occupation of the Premises and Tenant

has failed to remedy the situation giving rise to such actual or threatened cancellation within two days following receipt by Tenant of written notice from Landlord;

- (v) the Premises have been or are in the process of being abandoned, or the Premises have been used or occupied by any other person or persons other than Tenant or any person permitted by Part 12 or Schedule 7 hereof; or
- (vi) Tenant or any Related Corporation is in default of any of its covenants, obligations or agreements under any lease or other written agreement between it and Landlord or it and the Manager and such default shall have continued for such period of time that Landlord's remedies have become exercisable thereunder;
- (vii) Tenant has not discharged or vacated any lien referred to in subsection 8.4 (i) within the time period specified therein;
- (viii) termination of this Lease by Landlord is permitted for cause under any other part of this Lease or in Law; then, and in any of such events, the then current month's Rent together with the Rent for the three (3) months next ensuing shall immediately become due and payable, and at the option of Landlord the Term shall become forfeited and void, and Landlord without notice or any form of legal process whatever may forthwith re-enter the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, anything contained in any Law to the contrary notwithstanding. Landlord may expel all persons and remove all property from the Premises and such property may be removed and sold or disposed of by Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant without Landlord being considered guilty of trespass or conversion or becoming liable for any loss or damage which may be occasioned thereby, provided, however, that such forfeiture shall be wholly without prejudice to the right of Landlord to recover arrears of rent and damages for any antecedent default by Tenant of its covenants under this Lease. Should Landlord at any time terminate this Lease by reason of any such event, then, in addition to any other remedies it may have, it may recover from Tenant any and all damages it may suffer or incur as a result of such termination including damages for the loss of Rent suffered by reason of this Lease having been prematurely terminated and all legal costs on a full indemnity basis, plus Goods and Services Taxes

14.2 Landlord May Perform Tenant's Covenants

If Tenant is in default of any of its covenants under this Lease (other than its covenant to pay Rent) and such default shall have continued for a period often (10) consecutive days (or such shorter period set out in this Lease) after notice by Landlord to Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied or, if by reason of the nature thereof, such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period and Tenant fails to commence to cure same within the applicable period or thereafter fails to proceed diligently to cure such default then, in either case, Landlord, without prejudice to any other rights which it may have with respect to such default, may remedy such default as an Additional Service to Tenant.

14.3 Indemnity

In addition to and without limiting any of the Landlord's rights and remedies under this Lease or at law, Tenant shall indemnify, save harmless and defend the Landlord from all liabilities, claims, damages, losses, costs and expenses incurred or sustained by the Landlord in connection with or arising out of any default by Tenant or Tenant's Representatives of any covenant, obligation, requirement or condition in this Lease to be observed or performed by Tenant or Tenant's Representatives.

14.4 Rights Cumulative/Survival of Covenants

The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord shall be deemed to be in exclusion of any other rights or remedies provided in this Lease or by law or in equity. All covenants of Tenant in this Lease shall survive the expiration or earlier termination of this Lease.

14.5 Landlord Default

If Landlord is in default, Tenant shall not have or exercise any right or remedy with respect thereto unless such default continues for thirty (30) days, or such longer period as may be reasonably required in the circumstances to cure such default, after notice by Tenant to Landlord specifying reasonable details of the default and requiring it to be remedied. Notwithstanding any Landlord default under this Lease, Tenant shall not terminate this Lease without first giving any Mortgagee notice in writing of such default and thirty (30) days or such other period reasonable in the circumstances to cure such default.

PART 15- NOTICES AND CERTIFICATES

15.1 Notices

Any notice required or contemplated by any provision of this Lease shall be in writing and signed by the party giving the notice, and addressed, in the case of Landlord only to Landlord's address shown in Part I, and in the case of notice to Tenant to the Premises or to Tenant's address shown in Part 1, and in each case shall be effectively given by delivery, by facsimile or by prepaid registered mail to such address. Notice shall be conclusively deemed to have been given and received, if delivered or sent by facsimile, at the time of such delivery or the time of sending by facsimile unless received on a non-Business Day or after 5:00 p.m. on a Business Day, in either of which events such notice shall be deemed to have been given and received on the next Business Day, or if so mailed, on the third (3rd) day of regular mail service after such mailing. If two or more persons are named as Tenant, any notice given under this Lease to Tenant shall be deemed to have been sufficiently given if delivered, sent by facsimile or so mailed in the foregoing manner to the Premises or to the address of any one of such persons. Any party hereto may, by ten (10) days prior notice to the other(s), from time to time designate

another address in Canada to which notices thereafter shall be addressed. Any notice to be given by Landlord may be signed and given by Landlord or by the Manager or by Landlord's solicitors and any notice to be given by Tenant may be signed and given by Tenant or by Tenant's solicitors.

15.2 Certificates

Landlord and Tenant respectively agree that within ten (10) days after a written request therefor, they shall execute and deliver to the other or to such person as may be identified in the written request (but in no event more than three times in any year) a written statement certifying that this Lease is unmodified (or if modified stating the modifications) and is in full force and effect, the amount of the Basic Rent and the date to which it as well as all other charges under this Lease have been paid, whether or not there is any existing default on the part of Landlord or Tenant and giving as well such further information as the Person requesting the certificate shall reasonably require.

PART 16 - ADDITIONAL PROVISIONS

16.1 Registration on Title

Tenant shall not register this Lease on the title to the Lands; however, Tenant may register a caveat or notice of lease on title to the Lands, at its sole cost, provided such caveat or notice of lease shall describe only the parties, the Premises, the Term and any renewals or extensions (for clarity, no financial terms shall be disclosed), and shall authorize and direct the land registrar to delete such instrument upon the expiration of the Term. Such caveat or notice of lease shall be subject to the prior written approval of Landlord and Tenant shall deliver a registered copy thereof to Landlord within 7 days of registration. Upon expiry or termination of this Lease, Tenant shall forthwith remove or discharge from registration any such caveat or notice of lease.

16.2 Name of Building and Project

Landlord will have the right, at any time and from time to time, to change the name, number or designation of the Building or the Project during the Term.

16.3 Relocation

Landlord shall have the right from time to time, on not less than sixty (60) days notice to Tenant, to relocate the Tenant and its tenancy of the Premises to other premises within the Project having approximately the same area as the Premises. If Landlord so relocates Tenant, Landlord shall deliver the relocated premises to Tenant improved to a standard and using materials of approximately the same quality as the Leasehold Improvements which exist in the existing Premises at the time of relocation and shall reimburse Tenant (upon receipt of copies of receipted third party invoices) for reasonable direct costs resulting from such relocation, including moving costs, reprinting of a limited supply of stationery and supplies and disconnection and reconnection of telephone and computer equipment and systems. In no case will Tenant be reimbursed or compensated for indirect costs including overtime charges or loss of profits, and Tenant will minimize costs by re-using all Trade Fixtures and Tenant Property from the Premises where it is feasible to do so. Landlord agrees to use reasonable efforts to effect the relocation with a minimum of disruption to Tenant's business. Landlord and Tenant shall enter into a lease amending agreement in Landlord's standard form to confirm the terms of the relocation including any adjustment to the Basic Rent if the Rentable Area of the relocated premises is different than the Rentable Area of the existing Premises and to confirm that all other terms and conditions of this Lease shall apply with respect to the relocated premises for the remainder of the Term.

16.4 Demolition

Notwithstanding anything contained in this Lease to the contrary, if at any time Landlord intends to demolish or materially alter the Project to such an extent that Landlord requires possession of the Premises then Landlord may terminate this Lease by giving written notice of such termination to Tenant specifying a termination date which is at least one hundred and eighty (180) days after the termination notice is given, in which event this Lease shall terminate and the Term shall expire on the specified termination date without compensation of any kind to Tenant except for the payment by Landlord to Tenant of an amount equal to the unamortized portion of the cost to Tenant (less any allowances paid by Landlord or the amount of any rent free period or rent credits granted by Landlord herein) of Tenant's Leasehold Improvements (amortized on a straight line basis over the shorter of the useful life of such Leasehold Improvements or the initial Term remaining at the time of installation thereof, and determined as of the specified termination date).

16.5 Landlord and Tenant Relationship

No provision of this Lease is intended to nor creates a Joint venture or partnership or any other similar relationship between Landlord and Tenant, it being agreed that the only relationship created by this Lease is that of landlord and tenant.

16.6 Joint and Several

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and to perform all other obligations hereunder shall be deemed to be joint and several. In like manner, if Tenant is a partnership or other business association, the members of which are, by virtue of Law, subject to personal liability, the liability of each such member shall be joint and several.

16.7 Limitation of Landlord's Liability

Notwithstanding anything to the contrary, any liability of Landlord under this Lease shall be limited to its interest in the Project from time to time and Tenant shall have no claim against any beneficial owner, limited partner or unit holder, directly or indirectly, of Landlord.

16.8 Authority

Each of Tenant and Landlord represents and warrants to the other that it is duly formed and in good standing, and has full corporate or partnership authority, if applicable and as the case may be, to enter into this Lease, and has taken all action necessary to make this Lease a valid and binding obligation, enforceable in accordance with its terms.

16.9 Lease Entire Agreement

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 or the Premises save as expressly set out in this Lease, and this Lease constitutes the entire agreement between Landlord and Tenant and may not be amended or modified except by the further written agreement executed by Landlord and Tenant. The submission of this Lease for examination does not constitute an offer, a reservation of or option for the Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by both Landlord and Tenant, and if applicable and at Landlord's option, the Indemnifier.

16.10 Covenants/Severability

Each provision of this Lease and each term, requirement, obligation and agreement herein applicable to each party although not expressed as a covenant, shall constitute, and shall be construed to be, a covenant of such party for all purposes. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

16.11 No Waiver

No condoning or waiver by either Landlord or Tenant of any default or breach by the other at any time or times in respect of any of the covenants contained in this Lease to be performed or observed by the other shall be deemed to operate as a waiver of Landlord's or Tenant's rights under this Lease, as the case may be, in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights or remedies of Landlord or Tenant under this Lease, as the case may be, in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of Landlord or Tenant to insist in any case upon the strict performance of any of the terms, covenants or conditions contained in this Lease to be performed or observed by the other shall not be deemed to operate as a waiver of the future strict performance or observance of such terms, covenants and conditions.

16.12 Governing Law/Interpretation

This Lease shall be construed in accordance with the laws having application in the Province and, to the extent applicable, the municipality where the Project is situated and the parties attorn to the exclusive jurisdiction of the courts of such Province to deal with all actions in respect of this Lease, and any legal proceedings arising from or as a consequence of this Lease may be instituted by Landlord in the City and judicial district of Windsor. It is mutually agreed that in the event Landlord commences any summary proceeding for non-payment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, unless Tenant's failure to do so would constitute a waiver of Tenant's rights to institute a separate action or proceeding against Landlord. The section headings of this Lease have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this Lease. This Lease shall be read with all changes of gender and number required by the context. Time shall be of the essence of this Lease and each of the provisions hereof. Any bolding and strikethrough of text have been used for convenience only to identify changes made to Landlord's standard form of lease for the Project, and no special meaning or significance shall be attributed to such bolded text or deleted text by reason only of such bolding or strikethrough. Where the word "including" or "includes" is used in this Lease, it means "including (or includes) without limitation".

16.13 Confidentiality

Tenant shall keep confidential all financial information in respect of this Lease, provided that it may disclose such information to its auditors, consultants, professional advisors and to those whom at law they are obligated to do so, so long as they have first agreed to respect such confidentiality.

16.14 Successors and Assigns

This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

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WITNESS WHEREOF the parties hereto have duly executed this Lease.

LANDLORD

THMC Windsor Inc.

Per: _____

Name: Dr. Vikesh Maraj

Title: President

I have authority to bind the Landlord.

TENANT

Name: _____

Witness:

Name: _____

Address: _____

Phone Number: _____

SCHEDULE 1 LEGAL DESCRIPTION

Firstly: PIN 01161 – 0179 (LT) being Part of Lot 87, Concession 1 Sandwich East, designated as Parts 7 and 9 on Plan 12R-7370, City of Windsor, County of Essex

Secondly: PIN 01161 – 0185 (LT) being Part of Block H, Plan 315 Windsor and part of Lot 87, Concession 1, Windsor, designated as part 12 on Plan 12R-7370, City of Windsor, County of Essex

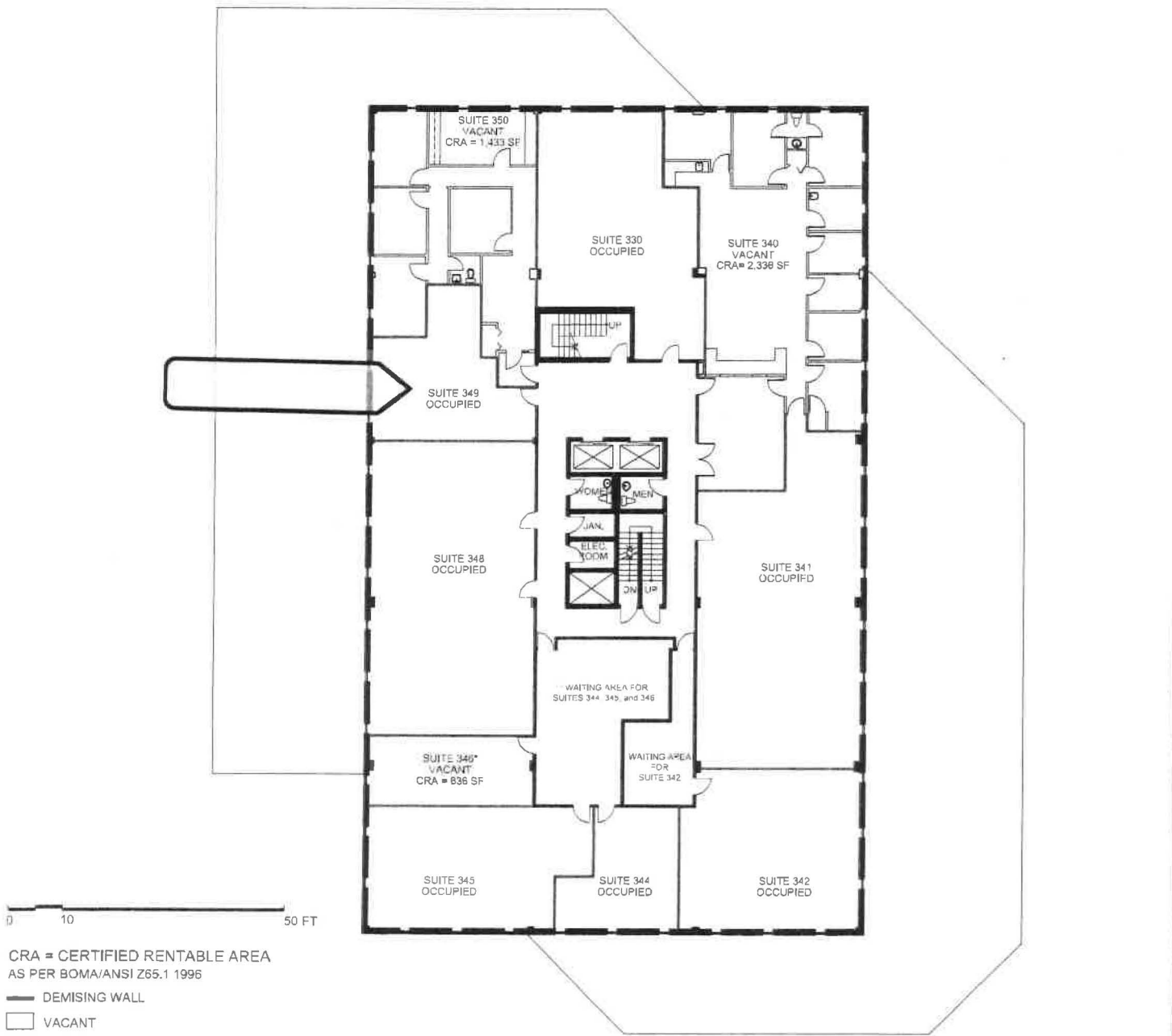
Thirdly: PIN 01161 – 0200 (LT) being Part of Lot 87, Concession 1 Sandwich East, designated as Part 1 on Plan 12R-15948, City of Windsor, County of Essex

Fourthly: PIN 01161 – 0201 (LT) being Part of Lot 87, Concession 1 Windsor, and Part of Block G, Plan 315 Windsor and Part of Block H, Plan 315 Windsor, designated as Parts 1, 2, 3, 4, 8 and 10 on Plan 12R-7370, City of Windsor, County of Essex

Fifthly: PIN 01161 – 0202 (LT) being Part of Block H, Plan 315 Windsor, designated as Parts 5 and 6 on Plan 12R-7370, City of Windsor, County of Essex

SCHEDULE 2
FLOOR PLAN

FLOOR PLAN



APPROXIMATE NORTH
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SCALE AS NOTED	PROJECT NAME WINDSOR HEALTH CENTRE 600 TECUMSEH ROAD EAST WINDSOR, ONTARIO			DRAWING NAME THIRD FLOOR VACANCIES
	DATE JUNE	10	2014	
DRAWING NO. M3				

SCHEDULE 3

DEFINITIONS

In this Lease, unless there is something in the subject matter or context inconsistent therewith:

"Additional Rent" means all amounts in addition to Basic Rent payable by Tenant to Landlord or any other person pursuant to this Lease, other than Goods and Services Taxes.

"Additional Services" means any additional service, Utilities and/or supervision provided to Tenant by Landlord or by anyone authorized by Landlord and not otherwise expressly provided for as a standard service under this Lease, including adjusting and balancing HVAC, cleaning of carpets, moving furniture, installation or removal of Leasehold Improvements, and providing Utilities and security for periods in excess of Normal Business Hours unless otherwise specifically provided in this Lease.

"Alterations" means any alterations, repairs, changes, replacements, additions, installations or improvements to any part of the Premises or Trade Fixtures implemented or carried out by or on behalf of Tenant.

"Architect" means the architect, surveyor or engineer from time to time appointed by Landlord.

"Authority" means the federal, provincial, and municipal governments, the courts, administrative and quasi-judicial boards and tribunals and any other organizations or entities with the lawful authority to regulate, or having a power or right conferred at Law over, Landlord, Tenant, the Project or the Premises including the businesses carried on therein;

"Automatic Rent Payment Form" means the automatic rent payment service authorization form attached hereto as Schedule 5, as such form may be amended or replaced by Landlord from time to time, permitting payment of Rent by way of automatic debiting.

"Basic Rent" means the basic rent payable by Tenant pursuant to section 5.1 of this Lease.

"Building" means the building in the Project in which the Premises are located, together with all Common Facilities in or upon such building, but excludes all Leasehold Improvements, Trade Fixtures and Tenant Property, and all other leasehold improvements, fixtures and property owned by or for which any tenant or occupant of rentable premises therein is primarily responsible to maintain, repair or insure.

"Business Days" means and includes each day of the week other than Saturday, Sunday and statutory holidays.

"Business Taxes" means any business tax or assessment or any other taxes, charges, rates, duties and assessments levied, rated, imposed, charged or assessed against or in respect of any use, occupancy or conduct of business at the Premises or in respect of the Leasehold Improvements, Trade Fixtures, Tenant Property, or the business or income of Tenant on or from the Premises.

"Commencement Date" is defined in section 1.7 hereof.

"Common Facilities" means all base building or common facilities, improvements, installations and equipment in, upon or around the Project as existing from time to time (and as the same, from time to time, may be altered, diminished, reconstructed, relocated or expanded) and including: (i) the roof, structural ceilings and/or ceiling slabs, floor slabs, exterior walls and exterior and interior structural portions of the Project; (ii) all base building and common areas, facilities and equipment including those for the production, generation, transmission, supply or delivery of Utilities, and all common or base building mechanical, sprinkler, electrical, plumbing, water, gas and sewage facilities and equipment and telephone and other communication facilities, other than any of the foregoing which comprise Leasehold Improvements in or to the Premises and also further excluding any of the foregoing items where such item exclusively serves any other rentable premises in the Project or where the tenant or occupant of such other rentable premises is primarily responsible for the operation, maintenance, repair or replacement of any such item; and (iii) entrances, lobbies, access and service corridors, common or shared stairways, escalators and elevators, indoor and outdoor walkways (both open and enclosed), indoor and outdoor landscaping and landscaped areas, passageways leading to any public walkway or other facilities or to other buildings or concourses, electrical, telephone, meter, valve, mechanical, storage and janitor rooms, shipping and receiving areas and loading docks, package or passenger pick-up areas, waste disposal or recycling facilities, parking facilities, driveways, laneways, ramps and sidewalks, and other common, shared or base building facilities and areas.

"Construction Criteria" means Landlord's criteria, rules and requirements relating to Tenant's Work, as same may be amended and supplemented from time to time.

"Environmental Laws" means any Laws (i) relating to pollution or the protection of human health or the environment (including workplace health and safety); (ii) dealing with filings, registrations, emissions, discharges, spills, releases or threatened releases of Hazardous Substances or materials containing Hazardous Substances; and/or (iii) regulating the import, storage, distribution, labelling, sale, use, handling, transport or disposal of a Hazardous Substance.

"Environmental Questionnaire" means the Landlord's standard environmental questionnaire for the Project attached hereto as Schedule 6, as same may be modified by Landlord from time to time.

"Fiscal Period" means the calendar year or other period (not to exceed twelve (12) months) designated as such from time to time by Landlord.

"Goods and Services Taxes" means any and all taxes or duties imposed by any Authority on Landlord or Tenant measured by or based in whole or in part on the Rent payable under this Lease or the value of any services supplied by Landlord or others to Tenant and including goods and services tax, value added tax, business transfer tax, retail sales tax, harmonized sales tax, federal sales tax, excise taxes or duties, or any tax, duty or levy similar to any of the foregoing

"Hazardous Substances" means any substance capable of posing a risk or damage to health, safety, property or the environment including any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, bio-medical waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste,

and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any Environmental Laws.

"HVAC" means heating, ventilating or cooling or any combination thereof.

"Indemnifier" includes each Indemnifier named in this Lease and its respective heirs, executors, administrators, successors and assigns, as the case may be.

"Interest Rate" means an annual rate of interest equal to the greater of (i) the Prime Rate plus two (2) percentage points, and (ii) six percent (6%).

"Landlord" includes Landlord named in this Lease and its respective heirs, executors, administrators, successors and assigns, as the case may be.

"Landlord's Representatives" means and includes the Manager and each of the Landlord's and the Manager's affiliates and all of their respective directors, officers, employees, servants, agents and those for whom each of the Landlord, the Manager and their affiliates are responsible at law.

"Landlord's Work" means the work, if any, specified in Schedule 7 hereto to be performed by the Landlord to the Premises.

"Lands" means the lands described in Schedule 1 hereto as supplemented or diminished from time to time.

"Laws" means all laws, by-laws, regulations, rules and requirements of any applicable Authority.

"Lease" means this lease as executed and delivered by the parties hereto and as amended in writing from time to time in accordance with the terms hereof.

"Lease Year" in the case of the first lease year means the period beginning on the Commencement Date specified in subsection 1.7 and terminating on the first anniversary of the last day of the month in which such Commencement Date occurs, unless such Commencement Date is the first day of a month, in which event the first lease year terminates on the expiration of the period of twelve (12) months thereafter. Each subsequent lease year commences on the first day following the expiration of the preceding lease year and terminates on the earlier of the expiration of twelve (12) months thereafter or on the expiration or sooner termination of this Lease.

"Leasehold Improvements" means all items generally considered to be leasehold improvements, including all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of Tenant, whether by Landlord, Tenant or any other party, or by any previous occupant of the Premises. Leasehold Improvements shall include, without limitation: any stairways for the exclusive use of Tenant; all fixed partitions, light fixtures, plumbing fixtures however affixed and whether or not movable; all wall-to-wall carpeting other than carpeting laid over finished floors and affixed so as to be readily removable without damage; all water, electrical, plumbing, mechanical, HVAC, gas and sewage facilities, in each case, wherever located exclusively serving the Premises; all telephone and other communication and information technology wiring and cabling leading from the base building facilities and distribution panel to facilities located in the Premises; all cabinets, cupboards, shelving; and all other items which cannot be removed without damage to the Premises; but excluding Trade Fixtures and Tenant Property.

"Manager" means Landlord's manager for the Project who may be changed from time to time and who is the Landlord at the date of signing this Lease.

"Mortgage" means any mortgage, charge or security instrument (including a deed of trust or mortgage securing bonds) and all extensions, renewals, modifications, consolidations and replacements of any of the foregoing which now or hereafter affect the Project or any part thereof.

"Mortgagee" means the mortgagee, chargee or other secured party (including a trustee for bondholders), as the case may be, who from time to time holds a Mortgage.

"Normal Business Hours" means the normal business hours for the Project as from time to time designated by Landlord currently being from 8:00 a.m. to 6:00 p.m. each Business Day.

"Operating Costs" has the meaning provided in Schedule 4.

"Operating Standards" means the rules, procedures, standards and requirements as amended and supplemented by Landlord from time to time, regulating and governing the operation, use, reputation, safety, care or cleanliness of the Project, the Premises, and the Common Facilities.

"Person" means any individual, corporation, partnership, trust, other legal entity or other business association and includes a government or departmental subdivision or agency thereof.

"Premises" means the space specified in section 1.5, including all Leasehold Improvements. The Premises shall, on each floor of the Building, be bounded by and extend vertically to the lower face of the structural ceiling and to the upper face of the structural floor and horizontally to the unfinished interior surfaces of the perimeter walls and windows; provided that any Common Facilities located within the foregoing boundaries shall be excluded from and shall not form part of the Premises.

"Prime Rate" means the prime lending rate of a Canadian bank designated by Landlord where the prime lending rate of such bank means the rate of interest (now commonly known as that bank's "prime rate"), expressed as a rate per annum, charged by such bank in Toronto on commercial demand loans made by it in Canadian dollars at such time to its most credit worthy borrowers.

"Project" means the Lands, the Building and all other buildings, structures, and improvements from time to time erected on the Lands, together with all Common Facilities whether located in or upon the Building or elsewhere in,

upon or around the Lands, but excludes all Leasehold Improvements, Trade Fixtures and Tenant Property, and all other leasehold improvements, fixtures and property owned by or for which any tenant or occupant of rentable premises therein is primarily responsible to maintain, repair or insure.

"Purchaser" means any Person acquiring Landlord's interest in all or part of the Project by a transfer, deed or other conveyance or by foreclosure or other proceedings for enforcement of any Mortgage.

"Realty Taxes" means all real estate, municipal, property or other taxes (including local improvement rates), levies, rates, duties, and assessments whatsoever imposed upon or in respect of any real property from time to time by any Authority, which may be levied or assessed against the Project or any part thereof, or otherwise imposed upon or in respect of Landlord or any affiliate due to its ownership thereof or capital investment therein (including capital taxes as reasonably determined and allocated to the Project by Landlord), and any and all taxes which may, in the future, be levied on the Project or any part thereof, or otherwise imposed on Landlord or any affiliate due to its ownership thereof or capital investment therein, which are in lieu of such taxes presently existing or in addition thereto; and also including the cost to Landlord of determining or verifying the propriety or reasonableness of, or contesting or appealing, such taxes, levies, rates, duties and assessments, together with a 15% administration fee on all such taxes, costs and amounts.

"Related Corporation" means a holding corporation, subsidiary corporation or affiliate of Tenant, as each of those terms is defined in the business corporations act or similar statute of the Province in which the Building is located.

"Removable Improvements" means those Leasehold Improvements which were not installed by or on behalf of Tenant or Tenant's Representatives strictly in accordance with the terms and conditions of this Lease and those Leasehold Improvements which were approved for installation by Landlord on the condition that they be removed at the expiration of the Term; provided that Removable Improvements shall not include Leasehold Improvements existing prior to Tenant's occupancy of the Premises or installed as part of Landlord's Work, unless otherwise agreed.

"Rent" means all payments, charges and other amounts payable by Tenant pursuant to this Lease, including the Basic Rent and the Additional Rent.

"Rentable Area" means the rentable area of the Premises or other leasable premises in the Project, as the case may be, from time to time determined by Landlord in accordance with BOMA (Building Owners and Managers Association) 1996, or at Landlord's option any subsequently adopted, standard measures for measuring floor area in office buildings.

"Rentable Area of the Project" means the sum of Rentable Areas for all leasable premises (measured in accordance with the terms hereof) in the Project.

"Tenant" includes Tenant named in this Lease and its respective heirs, executors, administrators, successors and assigns, as the case may be.

"Tenant Property" means the Tenant's chattels, merchandise and personal effects including unattached free standing partitions and unattached and moveable equipment not in the nature of a fixture.

"Tenant's Fixturing" means all fixturing, work and improvements, other than any Landlord's Work, required to prepare the Premises for Tenant's intended use, including any work specified herein.

"Tenant's Representatives" means the Tenant's directors, officers, employees, servants, agents and those for whom the Tenant is in law responsible.

"Tenant's Share" means the, fraction, having as its numerator the Rentable Area of the Premises and having as its denominator the total Rentable Area of the Project, subject to adjustment from time to time in certain instances as provided for in this Lease.

"Tenant's Work" means all Tenant's Fixturing, Alterations and other fixturing, work, improvements and installation of Leasehold Improvements carried out by or on behalf of Tenant from time to time.

"Term" means the initial term of this Lease as set out in section 1.7 hereof, as same may be extended or renewed.

"Trade Fixtures" means all items generally considered to be trade fixtures, including equipment or fixtures used by Tenant in its business and which have been installed in the Premises by or on behalf of Tenant, but notwithstanding the foregoing, shall not include any Leasehold Improvements, any part of the electrical, plumbing, gas, mechanical, HVAC, sewage or sprinkler equipment or systems, or any floor coverings, wall coverings or any part of the ceiling, whether or not installed by Tenant or Landlord.

"Transfer" means any assignment, sublease, change in control (unless such change occurs as the result of trading in shares listed upon a recognized stock exchange), or parting with possession, or any other transaction or occurrence (including an expropriation, amalgamation, receivership, seizure by execution or other legal process, or mortgage or charge) which has or might have the effect of changing the identity of Tenant or the person controlling Tenant, or, changing the identity of the person having lawful use, occupancy or possession of the whole or any part of the Premises, whether such change is or might be immediate, deferred, conditional, exclusive, non-exclusive, permanent or temporary.

"Unavoidable Delay" means any prevention, delay, stoppage or interruption in performance due to weather conditions, strikes, lockouts, labour disputes, lack of materials or supplies, legal or regulatory impediment, acts of God, the occurrence of enemy or hostile action, civil commotion, fire or other casualties or conditions, or due to any other causes beyond the reasonable control of the party obligated to perform where the effects of such casualty or contingency are not avoidable by the exercise of reasonable effort or foresight by such party (but does not include insolvency, lack of funds, inability to obtain financing, or other financial contingency)

"Utilities" means water, gas, fuel, electricity, HVAC, telephone, telecommunications, fibre optics, waste disposal and other utilities or services or any combination thereof.

"Utility Costs" means, without duplication, all costs, expenses and charges related to or associated with the production, generation, transmission, delivery, supply and servicing of Utilities to the Premises including all demand and consumption charges and surcharges and all costs and charges related to administration, debt, servicing and metering, plus any costs incurred for consultants and brokers retained in connection with procurement of Utilities for the Premises.

SCHEDULE 4

OPERATING COSTS

(a) Definition

"Operating Costs" means the total direct and indirect cost and expense, without duplication, incurred or accrued whether by Landlord or by others on behalf of Landlord (and allocated or attributed by Landlord for each Fiscal Period designated by Landlord) with respect to the performance of Landlord's obligations under this Lease and with respect to the ownership, administration, operation, management, maintenance, improvement, insuring, cleaning, supervision, replacement and repair of the Project plus and including an administrative fee equal to fifteen (15%) percent of such total cost and expense.

(b) Allocations and Calculations

In Computing Operating Costs and Tenant's Share thereof:

- (i) where any cost or expense is to be determined, allocated or attributed, Landlord shall act reasonably in determining and applying criteria which are relevant to doing so and Landlord may retain engineering, accounting, legal and other professional consultants to assist and advise in doing so;
- (ii) if Landlord does not charge the full amount of any one or more of such costs and expenses in the Fiscal Period in which it is incurred, then any such uncharged portions may be charged in any subsequent Fiscal Periods and there shall be included interest at the Interest Rate on the uncharged portion of such costs and expenses from time to time outstanding;
- (iii) any Operating Costs which are capital in nature as determined by Landlord in accordance with generally accepted accounting principles, whether incurred before or during the Term and whether or not incurred by Landlord or its predecessor, shall be amortized on a reasonable basis determined by Landlord in accordance with generally accepted accounting principles or industry standards, and the amortized portion of such capital expense, together with interest at the Interest Rate on the unamortized amount thereof, shall be included in Operating Costs for the Fiscal Period in which it is incurred and the subsequent Fiscal Periods until fully amortized;
- (iv) indirect and offsite costs attributable to the administration, management, supervision, operation, repair and maintenance of the Project shall be determined and allocated by Landlord to Operating Costs acting reasonably, and in the case of a regional office, the staffing, equipment, furnishing and other costs and imputed rent charge will be apportioned and allocated by Landlord to the buildings served by such regional office on an equitable basis;
- (v) if the Project contains multiple buildings, Landlord may allocate Operating Costs between the Building and other buildings in the Project as determined by Landlord and Tenant's Share thereof shall be adjusted accordingly;
- (vi) where Landlord determines, acting reasonably, that any item(s) of Operating Costs are provided only to or for the benefit of a portion of the Project, then Landlord shall be entitled to allocate the cost of those item(s) on a basis consistent with the benefits derived over such portion of the Project and to adjust the Tenant's Share of Operating Costs based on such allocation;
- (vii) if the Project is comprised of different categories of leasable premises, Landlord shall be entitled, to allocate Operating Costs among the various categories on the basis of such factors as Landlord determines to be appropriate and to adjust Tenant's Share of Operating Costs based on such allocation;
- (viii) if less than 100% of the Rentable Area of the Project is completed or occupied during any period for which a computation must be made, the amount of Operating Costs which vary with the level of occupancy of the Project will be adjusted by Landlord, acting reasonably, to permit full recovery, provided that the foregoing shall not result in the Tenant's Share being greater than it would be if the Project was fully occupied and completed;
- (ix) if any facilities, services or Utilities are shared between the Project and another building(s) the costs, charges and expenses of such items shall be allocated by Landlord between the Project and other building(s) on a reasonable basis; and
- (x) if by reason of the conduct of Tenant's business or the particular use of the Premises or any of the Common Facilities by Tenant, Tenant's Representatives or Persons having business with Tenant, additional Operating Costs are incurred in excess of the costs which otherwise would have been incurred, Landlord shall have the right to adjust Tenant's Share of Operating Costs to include such excess costs.

(c) Exclusions

In determining Operating Costs, the cost (if any) of the following shall be excluded or deducted, as the case may be:

- (i) replacement of structural components of the Building;
- (ii) interest on and retirement of debt under any Mortgage;

- (iii) ground rent payable to the lessor under any ground or other lease pursuant to which Landlord has an interest in the Project;
- (iv) expenses relating to decorating, redecorating or renovating rentable space for tenants or occupants of the Project and costs relating to tenant inducements, allowances or similar expenses;
- (v) all leasing expenses, real estate brokers' fees, leasing commissions, advertising and space planners' fees;
- (vi) repairs or maintenance done or additional services provided for the direct account of other tenants;
- (vii) net recoveries by the Landlord in respect of warranties, guarantees and insurance claims to the extent that the repair costs in respect of the work covered by such warranties, guarantees or insurance claims have been charged as Operating Costs; and
- (viii) the amount of any Goods and Services Taxes paid or payable by Landlord on the purchase of goods and services included in Operating Costs which may be available to be claimed by the Landlord as a credit in determining Landlord's net liability or refund on account of Goods and Services Taxes but only to the extent the Goods and Services Taxes are included in Operating Costs.

SCHEDULE 6
ENVIRONMENTAL QUESTIONNAIRE

TENANT NAME: The Corporation of the County of Essex

BUILDING: 600 Tecumseh Road East

UNIT: 349

CONTACT PERSON: _____

Telephone Nos.: _____

Office: _____ Fax: _____ Residence: _____

GENERAL INFORMATION (all capitalized terms used herein shall have the meanings ascribed thereto in the Lease to which this Questionnaire is attached or otherwise relates):

- A) Describe the business activities carried on in the Premises.
- B) Will the business generate medical waste in conjunction with the activities carried on in the Premises? If so, please describe them:
- C) Indicate the waste products, including volumes which will be generated and / or handled monthly or annually, in the Premises?
- D) How do you intend to store and manage the medical waste materials described in C)?
- E) How will you intend to dispose of the medical wastes described in C)?
- F) Will the business activities to be carried on in the Premises entail the use of contaminants or Hazardous Substances? If so, describe them.
- G) Indicate the approximate amounts of contaminants and Hazardous Substances which will be generated and/or handled monthly or annually, in the Premises.
- H) How do you intend to store the contaminants and Hazardous Substances described in G)?
- I) How will you dispose of the contaminants and Hazardous Substances generated in the Premises by your business and who will be the carrier?
- J) Will the business activities to be carried on in the Premises require that you obtain any certificate of authorization, permit or environmental approval? If so, give details and attach your certificate.
- K) Will the business activities to be carried on in the Premises entail the discharge of contaminants and Hazardous Material in the water system or in the air?

- L) Will pollution control equipment be required in the Premises to ensure that the discharge of contaminants or Hazardous Substances in the water system or in the air will comply with the Environmental Legislation? If so, give details and list the standards to be met.
- M) Will the business activities to be carried on in the Premises necessitate the installation of an underground or surface storage tank in the Premises? If so, describe in detail the tank to be installed and material to be stored.
- N) Do you intend to have a prevention training or emergency plan in place to prevent an environmental incident? If so, give details and attach a copy of the plan and training procedure.

Witness: _____

Name: _____

Name: Address: _____

Phone Number: _____

SCHEDULE 7

SPECIAL PROVISIONS

1. **Prohibited Uses:** Without limiting Sections 1.6 and 3.1 hereof, Tenant acknowledges that the Landlord may from time to time grant other tenants in the Project exclusive rights to certain uses and accordingly agrees that the Premises shall not be used in whole or in part at any time during the Term in any way (even if ancillary or incidental to Tenant's primary use permitted in Section 1.6) for any exclusive uses so granted by Landlord, unless expressly permitted in Section 1.6 and such exclusive uses so granted shall be deemed to include (but shall not currently or in the future be limited to) the following:

- (a) a retail pharmacy selling non-prescription and prescription drugs;
 - (b) a store whose principal business is the sale of health and beauty aids; or
 - (c) a store whose principal business is the sale and/or rental of home care; healthcare products and services, or
 - (d) a coffee shop; or
 - (e) stock brokerage, financial planning, mutual fund and insurance industries; or
 - (f) a Bank, Trust Company or other person, firm or corporation which in any way accepts money on deposit from the public including the installation of any automated banking machines, kiosk or devise of whatsoever nature the purpose of which is to provide or advertise any banking service of any kind whatsoever, or
 - (g) diagnostic imaging clinic / services including, but no limited to, x-ray, mammography, ultrasound, MRI, bone densitometry, nuclear medicine, fluoroscopy, CT and PET scanning, echo cardiogram, echocardiography and vascular ultrasound; or
 - (h) taking or collecting, by any means, of medical laboratory specimens, a medical laboratory service and/or specimen collection service; or
 - (i) chiropractic's, massage therapy, physiotherapy, rehabilitation, osteopathy, occupational therapy, athletic injury therapy and/or exercise therapy, naturopathic doctor, weight loss clinic as well as the sale of diet related supplements and products; or
 - (j) audiology testing and evaluation, assessment of hearing loss and rehabilitation as well as the sale and service of hearing aids, assistive listening devices, and hearing and ear protection devices;
- and
- (k) optical or hearing dispensing.

Tenant shall indemnify Landlord from all claims, losses, expenses and other costs arising from any breach of the foregoing and, if applicable, shall immediately cease carrying on in the Premises any exclusive use granted by Landlord after the Commencement Date.

2. **Free Parking:** Throughout the Term subject to temporary interruptions relating to maintenance and repair, Tenant shall be permitted to use two (2) parking facility access cards for access to two (2) unreserved surface parking spaces in the parking area of the Project or such other parking facility as Landlord may direct, as designated by Landlord from time to time at no cost to Tenant. Tenant shall (i) not assign or otherwise transfer or share its rights respecting such parking stalls, and (ii) comply with Landlord's Operating Standards in effect from time to time related to parking. In the event Tenant is in default of its covenants and obligations related to parking, such shall be considered to be a default under this Lease and Landlord may revoke Tenant's forgoing parking rights in whole or in part upon written notice, without limiting Landlord's other remedies and without affecting Tenant's other covenants and obligations under this Lease.

3. **Tenant's Termination Right:** The Tenant's business from the Premises is contingent upon funding (the "Funding") from the County of Essex (the "County"). Tenant shall, (i) use its best efforts to maintain throughout the Term the Funding from the County, (ii) promptly notify Landlord in the event that the County terminates, rescinds, revokes or fails to renew the Funding (hereinafter being a "County Termination"), and (iii) provide Landlord with a copy of written notice of a County Termination, together with any related documentation and correspondence to and from the County, promptly upon receipt thereof.

In the event of a County Termination, then provided that,

- (a) Tenant provides written evidence of the County Termination together with related documentation and correspondence from the County as aforesaid,
- (b) Tenant is not in default under the terms of this Lease,
- (c) Tenant gives Landlord at least three (3) months prior written notice (the "Termination Notice") of its intention to terminate this Lease as of the Termination Date, specified below,

the Tenant shall have the right, to terminate the Lease at any time effective three (3) months from the date of the Termination Notice, (the "Termination Date").

If the Tenant gives the Termination Notice, then the following shall apply:

1. this Lease shall terminate on the Termination Date and Tenant shall deliver vacant possession of the Premises to Landlord in accordance with all applicable provisions in this Lease and without payment or compensation of any kind from Landlord:
2. Tenant shall be responsible for the payment of all Rent and other charges in respect of any period prior to the Termination Date which are subsequently billed or adjusted after the Termination Date; and
3. neither party shall have any further liability or obligation to the other after the Termination Date except for Tenant's obligations under subparagraph 2 immediately above, and except for any default under this Lease by Tenant occurring on or before the Termination Date.