

## LEASE AGREEMENT

Effective the 1<sup>st</sup> day of December, 2023

**BETWEEN:**

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

as Landlord  
(the "LANDLORD")

- and -

**VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH**

as Tenant  
(the "TENANT")

**RECITALS:**

- a) The LANDLORD is in the process of seeking a vesting order (the "VESTING ORDER") for the Kirkfield Medical Centre, which is located at the property municipally known as 1699 Kirkfield Road, Kirkfield and legally described as Lot 4 Westside of King Street and Southside of Nelson Street on Plan 106, in the Geographic Township of Eldon, City of Kawartha Lakes, being PIN: 63167-0130 (LT) (the "LANDS").
- b) The LANDLORD, or the former Township of Eldon, has been in control and possession of the LANDS since June 1, 1973. The Township, and later the LANDLORD, entered into a number of leases for the LANDS between 1973 to present day. As far as the LANDLORD is aware, there have never been any challenges to the former Township of Eldon or the LANDLORD'S ownership of the LANDS.
- c) The TENANT, a registered charity providing medical services, wishes to lease a portion of the LANDS for use as the location of a Nurse Practitioner Clinic. Specifically, the TENANT would like to lease the portion of the LANDS shown on Schedule "A" (the "PREMISES").

**THIS LEASE IS ENTERED** in consideration of the rents, covenants and agreements reserved and contained on the part of the TENANT, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the LANDLORD demises and leases the PREMISES to the TENANT.

### **ARTICLE 1.00: INTERPRETATION**

- 1.01 **Definitions:** Wherever a terms set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it

shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **BASE RENT** means the amount determined pursuant to Section 2.02 of this LEASE.
- b) **ADDITIONAL RENT** means, for the first year of the TERM, the sum of Two Hundred Fifty Dollars (\$250.00) per month, plus HST. After that, ADDITIONAL RENT means the amount determined pursuant to Section 2.03 of this LEASE.
- c) **BUSINESS** means the TENANT's business of carrying on activities related to the Nurse Practitioner Clinic.
- d) **LANDLORD** means the Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the LANDLORD's servants, employees, agents and delegated officials.
- e) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
  - i. The TENANT breaches its covenant to pay RENT. The default occurs if the breach continues for a period of five (5) days after notice by the LANDLORD to the TENANT specifying the nature of the breach and requiring it to be remedied.
  - ii. The TENANT breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach) after notice by the LANDLORD to the TENANT specifying the nature of the breach and requiring it to be remedied.
  - iii. In circumstances where the breach set out in the notice given to the TENANT by the LANDLORD pursuant to paragraph (2) above reasonably requires more time to cure than the time period referred to in the notice, but the TENANT has not commenced remedying the breach; or, in the opinion of the LANDLORD, has failed to diligently remedy it within a reasonable time.
  - iv. The PREMISES are vacated by the TENANT or become vacant or remain unoccupied by the TENANT for a period of thirty (30) consecutive days.

- f) The **LANDS** are the property located at 1699 Kirkfield Road, Kirkfield.
- g) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 6.07.
- h) The **PREMISES** means the “Nurse Practitioner Clinic” located on the LANDS, and more specifically shown on Schedule “A” attached hereto.
- i) **PROPERTY MANAGER** means the Manager, Building and Property, for the LANDLORD.
- j) **PROPERTY TAXES** means all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against any form of property, regardless of who is legally responsible for payment. It includes such requirements imposed by federal, provincial, municipal (including the LANDLORD), school board, utility commission or other authority, whether the requirement or the agency is now or in the future in existence.
- k) **RENT** means any and all sums due and payable by the TENANT pursuant to this LEASE. RENT includes the following amounts:
  - i. The BASE RENT;
  - ii. The ADDITIONAL RENT;
  - iii. All TAXES; and
  - iv. All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the TENANT pursuant to any provision of this LEASE.
- l) The **RENT COMMENCEMENT DATE** is December 1, 2023.
- m) **RENTAL TAXES** means all Harmonized Sales Tax, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes, duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:
  - i. The RENT payable by the TENANT to the LANDLORD under this LEASE; or
  - ii. The PREMISES; or
  - iii. The area of the PREMISES; or
  - iv. The occupancy or leasing of the PREMISES,

and whether by law the responsibility of the LANDLORD or the TENANT or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the LANDLORD or the TENANT or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.

- n) The **TERM** means the entire five (5) year period during which this LEASE is operational, as set out in Article 2.00. In the event that a renewal is engaged pursuant to Section 2.02, the definition of TERM shall be deemed to be amended by adding the number of years of the renewal period.
- o) **TENANT** means Victorian Order of Nurses for Canada – Ontario Branch, which is a corporation incorporated pursuant to the laws of the Province of Ontario, and the term includes its successors and assigns, and, where the context allows, its directors, officers, employees, servants or agents.

1.02 **Legislation & By-laws:** Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the LANDLORD, and, in every case, includes all application amendments to the By-law, including successor By-laws.

1.03 **Construing this LEASE:**

- a) The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation.
- b) All provisions of this LEASE creating obligations on either party will be construed as covenants.
- c) This LEASE is to be read with all changes of gender or number required by the context.
- d) The words 'include' or 'including' shall not be construed as limiting the words or phrases preceding them.

- 1.04 **Reasonableness:** Wherever any consent, agreement or approval of the LANDLORD or the TENANT is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

## **ARTICLE 2.00: DEMISE, TERM, AND RENTAL**

- 2.01. **Demise:** The LANDLORD grants to the TENANT a leasehold interest in the PREMISES to have and to hold for a TERM of five (5) years, to be commence on the 1<sup>st</sup> day of December, 2023, terminating on the 30<sup>th</sup> day of November, 2028.
- 2.02. **BASE RENT:** The BASE RENT shall be the sum of One Dollar (\$1) per annum, plus HST.
- 2.03. **ADDITIONAL RENT:** During the first year of the TERM of this LEASE, the ADDITIONAL RENT shall be as set out in Section 1.02. At the end of each year of the TERM of this LEASE, the ADDITIONAL RENT may be increased or decreased as required based on the actual costs incurred by the LANDLORD. The following shall be included in the ADDITIONAL RENT: hydro, propane, sewer, snow removal and grass cutting services.
- 2.04. **Payment of RENT:** The RENT is payable as follows:
- a) The BASE RENT and ADDITIONAL RENT shall be calculated at a monthly amount, shall be paid on the RENT COMMENCEMENT DATE and thereafter on the 1<sup>st</sup> day of each month;
  - b) All applicable PROPERTY TAXES and RENTAL TAXES shall be paid by the TENANT directly as and when due; and

All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the TENANT pursuant to any provision of this LEASE, shall be paid upon the TENANT's receipt of invoice or demand thereof.

- 2.05. **RENT Abatement:** In the event of a Federal, Provincial or Municipal State of Emergency where the TENANT does not have access to the LANDS, the CITY will prorate the RENT accordingly.
- 2.06. **Annual Adjustment of ADDITIONAL RENT:** As soon as practicable at the end of each year of the TERM, the LANDLORD shall make a final determination of the estimated ADDITIONAL RENT based on the actual costs incurred by the LANDLORD and shall notify the TENANT of such determination, providing reasonable details as to the breakdown and calculation thereof. The TENANT, at its sole option, shall be permitted to review and challenge such statement with the LANDLORD at the TENANT'S expense. If there has been a shortfall in the amounts payable by the TENANT for the previous year of the TERM, the TENANT shall pay such shortfall within thirty (30) days after delivery of the LANDLORD's notice. Any overpayment by the TENANT shall be credited to the

TENANT's account without interest and applied to a future payment falling due under this LEASE.

2.07. **Net Lease:** The TENANT acknowledges that this LEASE is intended to be net and carefree to the LANDLORD, except as otherwise expressly set out. The TENANT agrees to pay or cause to be paid, without limitation, all rates, taxes, fees, levies, development charges, and assessments of whatsoever description, and all other costs in relation to the PREMISES including but not limited to all utility charges, included fuel for heating, propane, hydro, waste removal, and TENANT's leasehold improvements, or other charges that may at any time be lawfully imposed and become due and payable in respect of the PREMISES, or any part of the PREMISES. The TENANT shall pay, or cause to be paid, all utility charges, including fuel for heating and air conditioning, hydro, water, hot water, sewage disposal, garbage removal from within the building, cleaning within the building, snow removal services, and grass cutting services. The TENANT shall be responsible for all repairs, maintenance, and replacement of any equipment required for the BUSINESS. Notwithstanding the foregoing or anything to the contrary in this LEASE, the following costs shall not be chargeable to the TENANT and shall be the responsibility of the LANDLORD:

- a) LANDLORD's income, profit, place of business, gift, estate, succession, inheritance, franchise, business, corporation or capital taxes, and any other taxes personal to the LANDLORD;
- b) mortgage or financing costs including capital or interest payments;
- c) the cost of all repairs and replacements of a structural nature to the LANDS or the PREMISES;
- d) any cost which, on the basis of generally accepted accounting practice, is of a capital nature.
- e) all fines, suits, claims, demands, actions, costs, charges and expenses of any kind or nature, including repairs or replacements, for which the LANDLORD is or may become liable by reason of any negligent or willful acts or omission to act on the part of the LANDLORD, or those for whom it is in law responsible, or by reason of any breach or violation or non-performance by the LANDLORD of any covenant, term or provision contained in any other agreements entered into by it in respect of the LANDS; and
- f) any loss or damage to all or any part of the LANDS, or any personal injury for which the LANDLORD is, or ought to have been insured under the terms of this LEASE.

## **ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS**

- 3.01 **Covenant to Pay RENT:** The TENANT agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction.
- 3.02 **Interest on Overdue RENT:** Without waiving any right of action of the LANDLORD in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that the TENANT is delinquent in payment of any RENT for thirty (30) days or more, the TENANT agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 **Access:**
- a) The TENANT agrees to provide the LANDLORD with full and free access (for inspection purposes), during normal business hours upon reasonable notice, and in the presence of the TENANT, to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the LANDLORD shall at all times and for all purposes have full and free access to the PREMISES.
  - b) The TENANT shall be entitled to access and use the PREMISES 24 hours per day per week, 365 days per year during the TERM. Notwithstanding anything to the contrary contained in this LEASE:
    - i. The TENANT shall always be entitled to access the PREMISES to access client records containing personal information, including personal health information as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Schedule A; and
    - ii. In the case of a resurgence of the COVID-19 or any other pandemic or emergency event, should the TENANT's use and occupation of the PREMISES be declared by either Federal, Provincial or Municipal government to be an essential or required service, the TENANT shall continue to be entitled to access and use the PREMISES notwithstanding the LANDLORD'S rules and regulations and security requirements in effect.
- 3.04 **Emergency Contact:** The TENANT agrees to provide the LANDLORD with emergency contact information, including a phone number for after-hours calls. The TENANT acknowledges that the LANDLORD may be required to contact the TENANT on any day and at any time, in the event of an emergency. If there are any changes to the TENANT's emergency contact information, the TENANT

agrees to notify the LANDLORD as soon as reasonably possible and provide updated emergency contact information.

- 3.05 **Alarm Systems:** Should the TENANT wish to install an alarm system; the TENANT agrees to contact the PROPERTY MANAGER to make arrangements for the LANDLORD's contract service provider to install said alarm system. The LANDLORD agrees that the PROPERTY MANAGER will assist in setting up and programming an alarm system that meets the needs of the TENANT. The TENANT acknowledges and agrees that no alarm systems are permitted to be installed that have not been expressly permitted and arranged for by the LANDLORD.
- 3.06 **Quiet Enjoyment:** Subject to the provisions of this LEASE, the LANDLORD agrees that the TENANT shall have quiet possession of the PREMISES.
- 3.07 **Maintenance/Refuse Handling:** The LANDLORD agrees to regularly maintain exterior of the buildings, structures, landscaped and paved areas on the LANDS in good condition. The TENANT agrees to regularly maintain the interior of the PREMISES, and to keep the PREMISES free of debris and neat and tidy at all times. The TENANT acknowledges and agrees that no stockpiling of goods or refuse is permitted on the LANDS. The TENANT agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.
- 3.08 **Utilities:** The TENANT agrees that they shall be solely responsible to pay for all utilities including, but not limited to, water, hydro, propane, cable, and telephone.
- 3.09 **No Damage:** The TENANT agrees that it shall not do (or allow to be done) anything which may damage the PREMISES beyond the damage occasioned by reasonable use. The TENANT further agrees that it shall, at its cost and expense, repair all portions of the PREMISES which may at any time be damaged by the TENANT or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the TENANT to repair pursuant to this section, the TENANT agrees to indemnify and save harmless the LANDLORD from all damages, costs and expenses suffered or incurred by the LANDLORD, the public, or any other third parties by reason of the damage to the PREMISES, to the extent that the TENANT is liable for the same in law, unless caused or to the extent contributed to by the negligent or wilful acts or omissions of the LANDLORD (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).. The TENANT agrees to make payment forthwith upon receipt of appropriate accounts for these damages.
- 3.10 **Laws & Rules:** The TENANT agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
- 3.11 **Fire Prevention:** The TENANT agrees to take all precautions to prevent fire from occurring in or about the PREMISES. The TENANT further agrees to



observe and comply with all instructions given from time to time by the PROPERTY MANAGER with respect to prevention and extinguishing of fires.

- 3.12 **Signs:** The LANDLORD agrees that the TENANT, at its own cost, may construct, erect, place or install (outdoors) on or at the PREMISES, any poster, advertising sign or display, electrical or otherwise, after first having obtained the consent, in writing, of the PROPERTY MANAGER.
- 3.13 **TENANT'S Liability Insurance:** The TENANT shall provide and maintain:
- a) Commercial General Liability insurance with limits of not less than Five Million (\$5,000,000.00) dollars per occurrence and with a deductible acceptable to the Landlord, acting reasonably. Coverage shall include but is not limited to bodily injury including death, property damage including loss of use thereof, personal injury, blanket contractual liability, products and completed operations liability, non-owned automobile liability and contain a cross liability and severability of interest clause. The policy shall be endorsed to name *The Corporation of the City of Kawartha Lakes* as an additional insured.
  - b) All Risk Property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the TENANT or for which the TENANT is legally responsible, and which is located on or about the PREMISES, including without limitation anything in the nature of a leasehold improvement. The policy shall not allow subrogation claims by the Insurer against the LANDLORD.
  - c) Tenant's Legal Liability insurance for the actual cash value of the PREMISES including loss of use thereof. The policy shall not allow subrogation claims by the Insurer against the LANDLORD.
  - d) Comprehensive Boiler and Machinery insurance on mechanical equipment on or about the PREMISES controlled by the TENANT. The policy shall not allow subrogation claims by the Insurer against the LANDLORD.

The TENANT shall provide the LANDLORD, upon execution of this LEASE and annually thereafter, a Certificate of Insurance. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the LANDLORD and with policies in a form satisfactory to the LANDLORD, acting reasonably. All policies shall be endorsed to provide the LANDLORD with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage. All premiums and deductibles under the insurance policies are the sole expense of

the TENANT. All policies shall apply as primary and not as excess of any insurance available to the LANDLORD. As determined by the LANDLORD, the TENANT may be required to provide and maintain additional insurance coverage(s) or increased limits, which are related to this LEASE.

- 3.14 **LANDLORD'S Insurance:** The LANDLORD shall arrange and maintain in full force and effect during the TERM and any extensions or renewals thereof with responsible insurance companies, insurance on the LANDS with such coverages and in such amounts as would be carried by a prudent owner of a similar building, including, without limitation, insurance against public liability, property damage, loss of rental income and other casualties and risks, and the cost of the insurance will be included in the BASE RENT.
- 3.15 **Coverage to be Maintained:** The TENANT agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the PREMISES which will in any way impair or invalidate the policies provided pursuant to Sections 3.12 & 3.13.
- 3.16 **Objectionable Materials:** The TENANT agrees that it will not, upon or about the PREMISES, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.
- 3.17 **No Claims:** *Intentionally deleted.*
- 3.18 **Indemnification:** Except for the exclusion contained in section 3.19 of this LEASE, the LANDLORD and the TENANT agree to indemnify and save each other harmless from and against:
- a) all claims for bodily injury or death, property damage or other loss or damage arising under this LEASE from the conduct of any work or any act or omission of the LANDLORD or the TENANT or anyone for whom they are in law responsible, and in respect of all costs, expenses and liabilities incurred by the LANDLORD or the TENANT in connection with or arising out of all such claims, including the expenses of any action or proceeding unless caused or to the extent contributed to by the negligent or wilful acts or omissions of the party claiming the indemnity hereunder or those for whom it is in law responsible; and
  - b) any loss, cost (including, without limitation, lawyers' fees and disbursements), expenses or damages suffered by the LANDLORD or the TENANT arising from any breach by the other of any of its covenants and obligations under this LEASE unless caused or to the extent contributed to by the negligent or wilful acts or omissions of the

party claiming the indemnity hereunder or those for whom it is in law responsible.

The LANDLORD specifically indemnifies and saves the TENANT harmless from and against any and all claims, costs, expenses and liabilities incurred by the TENANT in connection with or arising out of the LANDLORD'S application for the Vesting Order or inability to obtain such Vesting Order, including the expenses of any action or proceeding.

- 3.19 **Limitation of Liability:** Despite the mutual indemnity contained in section 3.18 of this LEASE, in no event will either party be liable to the other for any damages for loss of profits or business or for any indirect, special, incidental, consequential or punitive damages incurred by the other party as a result of any breach of this LEASE, or with respect to any matter arising under or relating to this LEASE, whether the claim is in contract, tort (including negligence) or otherwise.
- 3.20 **Parking:** The TENANT acknowledges that free parking is provided at the PREMISES.

#### **ARTICLE 4.00: IMPROVEMENTS**

- 4.01 **Condition of the Lands:** The TENANT accepts the PREMISES in an "as is" condition without any obligation on the part of the LANDLORD to make the PREMISES suitable for the BUSINESS except as otherwise noted in section 4.03 of this LEASE.
- 4.02 **Alterations:** The TENANT agrees that it will not make alterations to the PREMISES, until plans showing the design and nature of the proposed alterations to the PREMISES have been approved by the LANDLORD. It is understood and agreed that any approved alterations to the PREMISES must be completed and then maintained by the TENANT to the satisfaction of the LANDLORD and/or the PROPERTY MANAGER. The LANDLORD and the TENANT agree to execute an agreement addressing the timing and maintenance of the TENANT's improvements to the PREMISES. The TENANT acknowledges that its development on the LANDS may be subject to site plan control. Notwithstanding the foregoing, the TENANT shall have the right to make all interior changes of a non-structural nature that do not impact on the base systems of the PREMISES.
- 4.03 **Alterations by the LANDLORD:** The TENANT acknowledges that the LANDLORD has completed renovations to the PREMISES in order to make the PREMISES more suitable to the BUSINESS, including painting, installation of new ceiling tiles and flooring, construction of an accessible washroom with improved access, removal of millwork, installation of medical sinks, creation of an I.T. closet, installation of barrier free entrance doors with push button operators,

installation of a new exterior single man door, and installation of a new basement door.

## **ARTICLE 5.00: TERMINATION**

- 5.01 **Termination without Cause:** Either party has the right to terminate this LEASE upon ninety (90) days' notice in writing to the other party.
- 5.02 **Surrender:** At the expiration or sooner determination of the TERM of this LEASE, the TENANT shall peaceably surrender and yield to the LANDLORD, the PREMISES in a well-maintained, fully operating condition with all related facilities, buildings, structures and improvements (excepting those removed pursuant to Section 5.03) in a good state of repair (reasonable wear and tear excepted). At the expiration of this LEASE, the LANDLORD will have and enjoy absolute title to all of the PREMISES without compensation to the TENANT, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by the TENANT without the LANDLORD's express consent.
- 5.03 **Removal of Improvements:** Notwithstanding Section 5.02, and provided the TENANT is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the TENANT will have the right, provided it is not then in default under the LEASE, to remove its chattels and trade fixtures from the PREMISES. Upon expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the TENANT will not be obliged to remove any leasehold improvements from the PREMISES (nor will the Tenant be responsible for any costs associated with doing so), installed either by the LANDLORD or the TENANT. For clarity, the TENANT shall be permitted to leave the PREMISES in an "as is – where is" condition
- 5.04 **Default:** Upon the occurrence of an EVENT OF DEFAULT, at the option of the LANDLORD, the TERM shall become forfeited and void, and the LANDLORD may, without notice or any form of legal process whatsoever, forthwith re-enter upon the PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.
- 5.05 **Landlord's Performance:** Nothing in this LEASE prevents the LANDLORD, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing the TENANT's obligations. This work shall be completed at the sole cost and expense of the TENANT and in addition, the LANDLORD may levy any charge as may then be applicable, in accordance with the policies of the LANDLORD for administration and overhead. It is expressly understood and agreed that the LANDLORD is not under any obligation to perform any of the TENANT's covenants.
- 5.06 **Other Remedies:** Forfeiture of this LEASE by the TENANT shall be wholly without prejudice to the right of the LANDLORD to recover arrears of RENT or

damages for any antecedent breach of covenant on the part of the TENANT. Notwithstanding any forfeiture, the LANDLORD may subsequently recover from the TENANT damages for loss of RENT suffered by reason of the TENANT having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

- 5.07 **Personal Information:** The parties hereby agree that records containing personal information, including, but not limited to, personal health information as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A, shall be exempt from levy by distress. If the LANDLORD makes any claim against the goods and chattels of the TENANT by way of distress, the LANDLORD shall first be required to confirm with the TENANT where such personal information is stored in the PREMISES and avoid taking possession of such personal information.

#### **ARTICLE 6.00: MISCELLANEOUS**

- 6.01 **Notice:** Any notice to be given under this LEASE shall be sufficiently given if delivered by hand, facsimile, or e-mail, or if sent by prepaid first class mail and addressed to the TENANT at:

Victorian Order of Nurses for Canada – Ontario Branch  
Head Office  
2315 St. Laurent Blvd., Suite 100  
Ottawa ON K1G 4J8

Attn: General Legal Counselor to the LANDLORD at:

The Corporation of the City of Kawartha Lakes  
26 Francis Street  
P.O. Box 9000  
Lindsay, ON K9V 5R8  
Attention: Clerk  
Fax: 705-324-8110  
E-mail: clerks@kawarthalakes.ca

#### **Contract Administrator**

James Smith  
Manager – Building and Property  
Phone: 705-324-9411 ext. 2334  
E-mail: jsmith@kawarthalakes.ca

Receipt of notice shall be deemed on (whichever of the above is applicable):

- a) The date of actual delivery of a hand delivered document; or

- b) The business day next following the date of facsimile or e-mail transmission; or
- c) Five (5) days following the date of mailing of the notice

Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.

- 6.02 **Force Majeure:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources) . Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 6.03 **Successors:** The rights and liabilities of the parties shall enure to the benefit of and be binding upon the parties and their respective successors and approved assignees. Neither party shall assign this LEASE without the written consent of the other party.
- 6.04 **Entire Agreement:** This LEASE constitutes the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the LANDS in existence at the time of execution and delivery of this LEASE.
- 6.05 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or sub-clause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the LANDLORD and the TENANT agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 6.06 **Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venture, agent or trustee of the other.
- 6.07 **Amendments:** No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

- 6.08 **Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 6.09 **Freedom of Information:** The TENANT acknowledges that this LEASE is a public document.
- 6.10 **Independent Legal Advice:** The TENANT acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.
- 6.11 **Electronic Signature:** This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.


By so executing this LEASE, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporations to the terms of this LEASE by their signatures.

**THE CORPORATION OF THE CITY OF  
KAWARTHA LAKES**

PER: \_\_\_\_\_  
Name: Doug Elmslie  
Title: Mayor

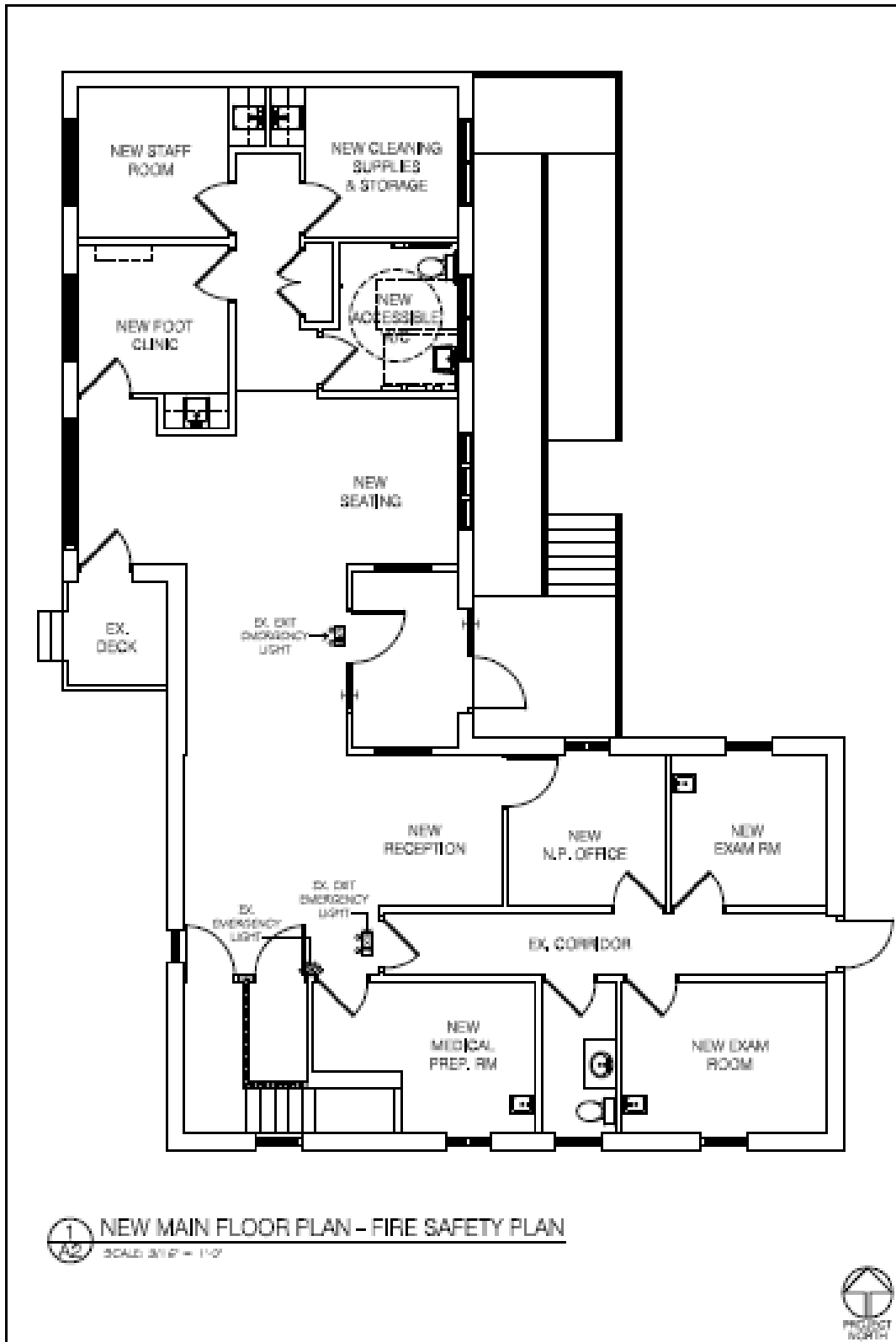
PER: \_\_\_\_\_  
Name: Cathie Ritchie  
Title: Clerk

**VICTORIAN ORDER OF NURSES FOR CANADA –  
ONTARIO BRANCH**

PER:  \_\_\_\_\_  
Name: Davina Wong  
Title: Regional Executive Director

*I have authority to bind the Corporation*

# SCHEDULE A



**1** NEW MAIN FLOOR PLAN - FIRE SAFETY PLAN  
 SCALE: 3/16" = 1'-0"



PROJECT	CITY OF KAWARTHA LAKES KIRKFIELD MEDICAL CENTRE • RENOVATIONS	WILSON ARCHITECTS INC. 74 LINDBAY ST. S. LINDSAY, ONT.
PLAN	FIRE SAFETY PLAN	SCALE AS NOTED DATE APRIL 2003 PROJECT 21048
LOCATION	KIRKFIELD ROAD, KIRKFIELD	DWG. No. <b>1 OF 1</b>