

# THE CORPORATION OF THE CITY OF ELLIOT LAKE

## **B**Y-LAW NO. 07-2

Being a by-law to authorize the entering into of a lease agreement with the Elliot Lake and North Shore Corporation for Business Development for certain space at the ELNOS Telecommunications Centre.

The Council of The Corporation of the City of Elliot Lake ENACTS AS FOLLOWS:

1. **THAT** the Corporation of the City of Elliot Lake enter into a lease agreement with the Elliot Lake and North Shore Corporation for Business Development (ELNOS) for certain space at the ELNOS Telecommunications Centre municipally known as 31 Nova Scotia Walk in Elliot Lake, for the purposes of operating a community clinic, according to the terms and conditions set out in the Lease attached hereto as Schedule "A" and forming part of this by-law.
2. **THAT** the Mayor together with the City Clerk of the Corporation are hereby authorized and directed to execute the lease on behalf of the Corporation under the corporate seal.

**PASSED** this 12<sup>th</sup> day of March, 2007



**MAYOR**



**CITY CLERK**

## **COMMERCIAL LEASE**

This Lease made as of March 12, 2007.

**B E T W E E N**

**ELLIOTLAKE AND NORTH SHORE  
CORPORATION FOR BUSINESS DEVELOPMENT  
(the "Landlord")**

**- and -**

**CORPORATION OF THE CITY OF ELLIOT LAKE  
(the "Tenant")**

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into this Lease pursuant to which the Landlord will lease to the Tenant premises (the "Premises") comprising approximately 10,000 square feet on the second floor of the building known municipally as 31 Nova Scotia Walk, Elliot Lake, Ontario and known as the "ELNOS Telecommunications Centre" (hereinafter referred to as the "Centre") and being the whole of Parcel 3123 in the Register for Algoma East Section (being the whole of Lots 1 through 9 inclusive of Plan M-150) all as found in the Land Titles Division in the Registry Office for the District of Algoma at Sault Ste. Marie. The Premises are more particularly shown in the located marked in diagonal lines on Schedule D.

The actual, finished, square footage demise, is depicted and set out on a drawing agreed upon by the parties and annexed hereto as Schedule C and forming a part hereof.

### **1. GRANT OF LEASE**

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

- (a) at the Rent set forth in Section 2 and IN Schedule A;
- (b) for the Term set forth in Section 3; and
- (c) subject to the terms, covenants, obligations, agreements and conditions herein.

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

### **2. RENT**

(1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and which shall be due on the first business day of each year.

(2) The Tenant covenants to pay to the Landlord, during the Term (as defined in section 3) the rent as set out in Schedule A.

(3) Rent shall include the base cost per square foot, proportional common area charges, utilities (gas and electricity), basic cleaning services, basic security services, and proportional tax charges.

(4) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 15 or to such other place as the Landlord may from time to time direct in writing.

### **3. TERM AND POSSESSION**

(1) The term of this Lease (the "Term") shall be a period of 10 years (subject to extension in accordance with Schedule B), commencing on (the "Commencement Date") the commencement date of that certain lease (the "Pharmx Lease") dated • between the Landlord and Pharmx Rexall Drugstores Ltd. for premises consisting of approximately 9,542 square feet on the ground floor of the Centre.

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

(3) If for reasons beyond the Landlord's control, vacant possession of the Premises cannot be given to the Tenant on the Commencement Date, this Lease shall remain in effect but the Tenant shall not be required to pay Rent until the date when possession is actually given to the Tenant. Any delay in the actual occupation by the Tenant of the Premises shall not extend the Term.

### **4. ASSIGNMENT**

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

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

(3) The provisions of subsection 1, 2 and 4 do not apply to the sublease of the Premises to the family physicians as part of the Elliot Lake Family Health Team initiative for the development of a medical clinic under the Clinic Development Agreement between the Landlord and the Tenant.

(4) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.

**(5) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent as provided for herein.**

**(6) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:**

- (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;**
- (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in paragraph 10(2) of this Lease and any other remedies available in law;**
- (c) the Tenant agrees to make available to the Landlord or his authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.**

## **5. USE**

**(1) During the Term of this Lease the Premises shall not be used for any purpose other than that of a health clinic together with ancillary and related used without the express consent of the Landlord given in writing and the Tenant shall have the use of such Premises twenty-four (24) hours per day, seven (7) days a week.**

**(2) The Tenant shall not do or permit to be done at the Premises anything which may:**

- (a) constitute a nuisance;**
- (b) cause damage to the Premises;**
- (c) cause injury or annoyance to occupants of neighbouring premises;**
- (d) make void or voidable any insurance upon the Premises;**
- (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.**

## **6. REPAIR AND MAINTENANCE**

**(1) The Tenant covenants that during the Term, the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and the Landlord shall promptly make all needed repairs and all necessary replacements as would a prudent owner:**

- (a) but the Tenant shall be liable for any damage caused by the negligence of the Tenant and those for whom the Tenant is responsible at law.**

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

- (a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Landlord shall make the necessary repairs within the time specified in the notice;**
- (b) the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs.**

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

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

#### **7. ALTERATIONS AND ADDITIONS**

**(1) If the Tenant, during the Term, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at his own expense, at any time and from time to time, if the following conditions are met:**

- (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold his approval**
  - (i) and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan;**
- (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.**

(2) The Landlord warrants and covenants to and with the Tenant that the demised Premises, the leasehold improvements proposed (or, if applicable, actually constructed at the date of the execution of this Lease) are in compliance with all applicable laws and that it shall be the Landlord's responsibility and entire cost to ensure such compliance prior to possession of the demised Premises by the Tenant. Upon taking possession of the said demised Premises, the Tenant shall thereafter be responsible for and pay the cost of any alterations, additions, installations or improvements and such shall be in compliance with any governing authority and applicable law and the Tenant shall pay for any of the aforesaid required to be made by such governing authority. Further, the Tenant covenants with the Landlord that any encumbrance, lien or other attachment as against the Premises arising from the additions, alterations, installations or improvements shall be released or discharged, as the case may be, at the Tenant's entire expense and forthwith upon such lien, encumbrance or attachment coming to the notice of the Landlord or the Tenant, whichever shall occur first.

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

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

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

(6) Other than as provided in paragraph 7(5) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:

- (a) the removal is in the ordinary course of business;
- (b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similarly Trade Fixture; or
- (c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

(7) The Tenant shall, at his own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.

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

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

**(9) Subject to the applicable provisions of the Construction Lien Act, R.S.O. 1990, c. C.30, the Tenant shall pay for the full cost of the leasehold improvements made to the Premises by way of direct payment to the appropriate service provider(s).**

## **8. INSURANCE**

**(1) During the Term, the Landlord shall maintain with respect to the Centre, insurance coverage insuring against:**

- (a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord;**
  - (i) and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;**
- (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in his sole discretion deems advisable;**
- (c) rental income protection insurance with respect to fire and other perils to the extent of one year's Rent payable under this Lease;**
  - (i) but such insurance and any payment of the proceeds thereof to the Landlord shall not relieve the Tenant of its obligations to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises except as provided in Section 9.**

**(2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees:**

- (a) and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary;**

- (b) it is understood and agreed that the Tenant's obligation to indemnify the Landlord, as aforesaid, shall not include those matters arising from the acts or omissions of the Landlord or from those acts or omissions for which, in law, the Landlord is responsible. The Landlord and Tenant agree that such aforesaid indemnity shall survive the Term reserved herein (or any overholding period) for a period of one year from the expiry of any such term, successor or overholding period.

(3) The Tenant shall carry insurance in his own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet his ongoing obligations to the Landlord and to protect the Tenant against loss of revenues.

(4) The Tenant shall carry insurance in his own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.

(5) The Tenant shall carry public liability and property damage insurance in which policy the Landlord shall be a named insured and the policy shall include a cross-liability endorsement;

- (a) and the Tenant shall provide the Landlord with a copy of the policy.

## **9. DAMAGE TO THE PREMISES**

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

- (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
- (b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
- (c) If the Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.



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

(3) Apart from the provisions of Section 9(1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

(4) Notwithstanding the foregoing, if the Pharmx Lease is in effect, this Lease shall not be terminated and the parties shall rebuild the Premises in accordance with their respective obligations under this Lease.

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

(1) An Act of Default has occurred when:

- (a) the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
- (b) The Tenant has breached his covenants or failed to perform any of his obligations under this Lease; and
  - (i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
  - (ii) the Tenant has failed to correct the default as required by the notice;
- (c) the Tenant has;
  - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
  - (ii) had its property seized or attached in satisfaction of a judgment;
  - (iii) had a receiver appointed;
  - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property and such lien or encumbrance is not discharged within seven calendar days of the Tenant receiving a notice of the registration of such Lien or other encumbrance;
  - (v) without the consent of the Landlord, made or entered into an agreement to make a sale of any or all of its assets, without the prior consent in writing of the Landlord whether or not the Bulk Sales Act applies;
  - (vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
- (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;

- (e) the Premises;
  - (i) become vacant or remain unoccupied for a period of 30 consecutive days; or
  - (ii) are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days;
  - (iii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

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

- (a) the current month's rent together with the next three months' rent shall become due and payable immediately; and
- (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as he may choose.

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

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

**(4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this lease shall not be exempt from levy by distress for Rent in arrears;**

- (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease;
  - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
  - (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

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

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

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

# **11. TERMINATION UPON NOTICE AND AT END OF TERM**

**(1) If the Landlord desires at any time to remodel or demolish the Premises or any part thereof, to an extent that renders continued possession by the Tenant impracticable, the Tenant shall, upon receiving one hundred and eighty (180) clear days' written notice from the Landlord:**

- (a) surrender this Lease, including any unexpired remainder of the Term; and**
- (b) vacate the Premises and give the Landlord possession.**

**(2) If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority;**

- (a) the Landlord shall have the right to terminate this Lease by giving ninety (90) clear days' notice in writing to the Tenant; or**
- (b) the Landlord may require the Tenant to vacate the Premises within thirty (30) days from payment by the Landlord to the Tenant of a bonus equal to three months' rent.**
  - (i) but payment of the said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.**

**(3) Notwithstanding the foregoing Article 11(1) and (2), then, in the event of the applicability of either or both such provisions, the Landlord covenants and agrees with the Tenant that the Landlord will provide the Tenant with suitable and reasonably similar premises within the building containing the demised premises or at such other location. Further, the Landlord covenants with the Tenant that such provision of alternate space shall be at the entire cost of the Landlord (save and except that such will be after deduction of the costs otherwise herein provided) including the costs of moving the Tenant's business and completing leasehold improvements reasonably similar or equal to those enjoyed by the Tenant in the demised Premises.**

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

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

(4) Notwithstanding the foregoing, the preceding provisions of this section 11 (other than subsections 11(4) and (5)) shall not be operative as long as the Pharmx Lease is in effect.

## **12. ACKNOWLEDGEMENT BY TENANT**

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

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

## **13. SUBORDINATION AND POSTPONEMENT**

(1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.

(2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required attorn to the holder of the charge.

(3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

## **14. RULES AND REGULATIONS**

The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations attached hereto and forming a part of this Lease and such rules as the Landlord may reasonably make from time to time.

**15. NOTICE**

(1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

ELNOS Telecommunications Centre  
31 Nova Scotia Walk, 3<sup>rd</sup> Floor  
Elliot Lake, Ontario  
P5A 1Y9  
Att: Manager  
Fax No: 705-848-1539

To the Tenant at:

City of Elliot Lake  
45 Hillside Drive North  
Elliot Lake, Ontario  
P5A 1X5  
Att: Lesley Sprague  
Fax No: 705-461-7269

(2) The above addresses may be changed at any time by giving ten (10) days written notice.

(3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

**16. REGISTRATION**

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

**17. INTERPRETATION**

(1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

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

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

**18. SCHEDULES**

It is agreed and understood by the parties hereto that all Schedules attached hereto form a part hereof.

**19. EXECUTION BY FACSIMILE AND BY COUNTER-PART**

The Landlord and Tenant agree that this Lease may be executed by Facsimile and by counter-part and such shall be binding upon the parties, it being understood and agreed that original copies, duly executed, will be provided by each party to all other parties within thirty (30) calendar days of the facsimile or counter-part (or both) execution of this Lease.

In Witness of the foregoing covenants the Landlord and Tenant have executed this Lease.

DATED at Elliot Lake, Ontario this 21<sup>st</sup> day of March 2007.

**ELLIOT LAKE AND NORTH SHORE  
CORPORATION FOR BUSINESS  
DEVELOPMENT**

Per:



William Elliott,  
Manager

**Landlord**

DATED at Elliot Lake this \_\_\_\_\_ day of March 2007.

**Corporation of the City of Elliot Lake**

Per:



**Mayor**



**Clerk**

**(We have authority to bind the Corporation)**

## **SCHEDULE A**

### **RENT**

#### **Rent to be paid as per Section 2:**

1. The annual sum of \$1.00.

## **SCHEDULE B**

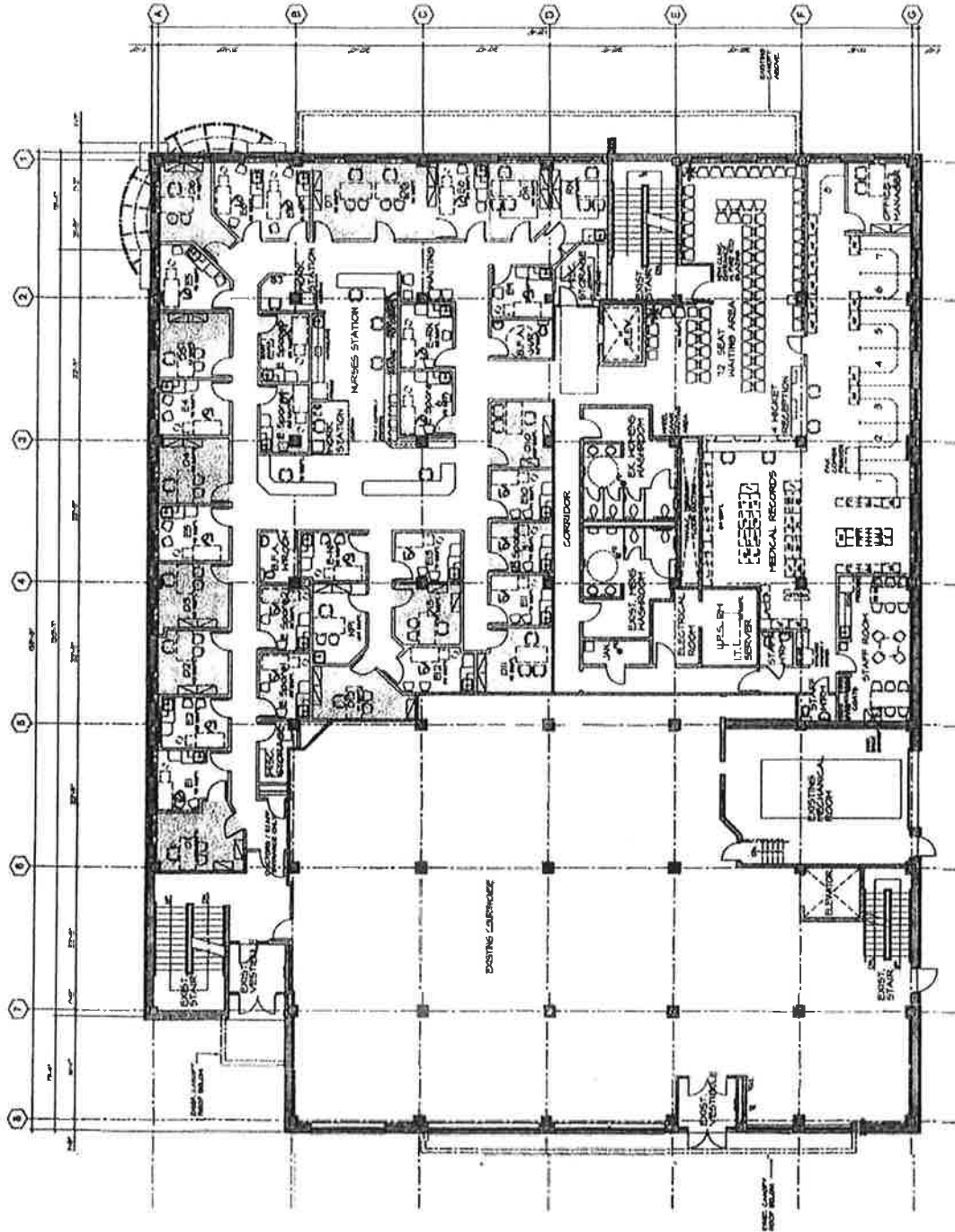
### **OPTION TO EXTEND**

(a) The Tenant may extend the Term for an additional period of 5 years on • separate occasions (each such period being called an "Extended Term"), provided that on each occasion it advises the Landlord in writing that it wishes to extend the Term not more than 12 months and not less than 6 months prior to the expiration of the original Term or the then current Extended Term, as the case may be, failing which this right to extend shall be rendered null and void.

(b) Each time that the Tenant exercises its right to extend the Term in accordance with the foregoing, the Lease shall be read as if the original term of the Lease was for a period of commencing on the Commencement Date and ending on the last day of the relevant Extended Term. For greater certainty, the Minimum Rent for the relevant Extended Term shall be \$1.00 per annum.

(c) The exercise of the within rights to extend are solely within the control of the Tenant and nothing contained in this Lease, including, without limitation, this Schedule, obligates or requires the Landlord to remind the Tenant to exercise the within rights to extend.



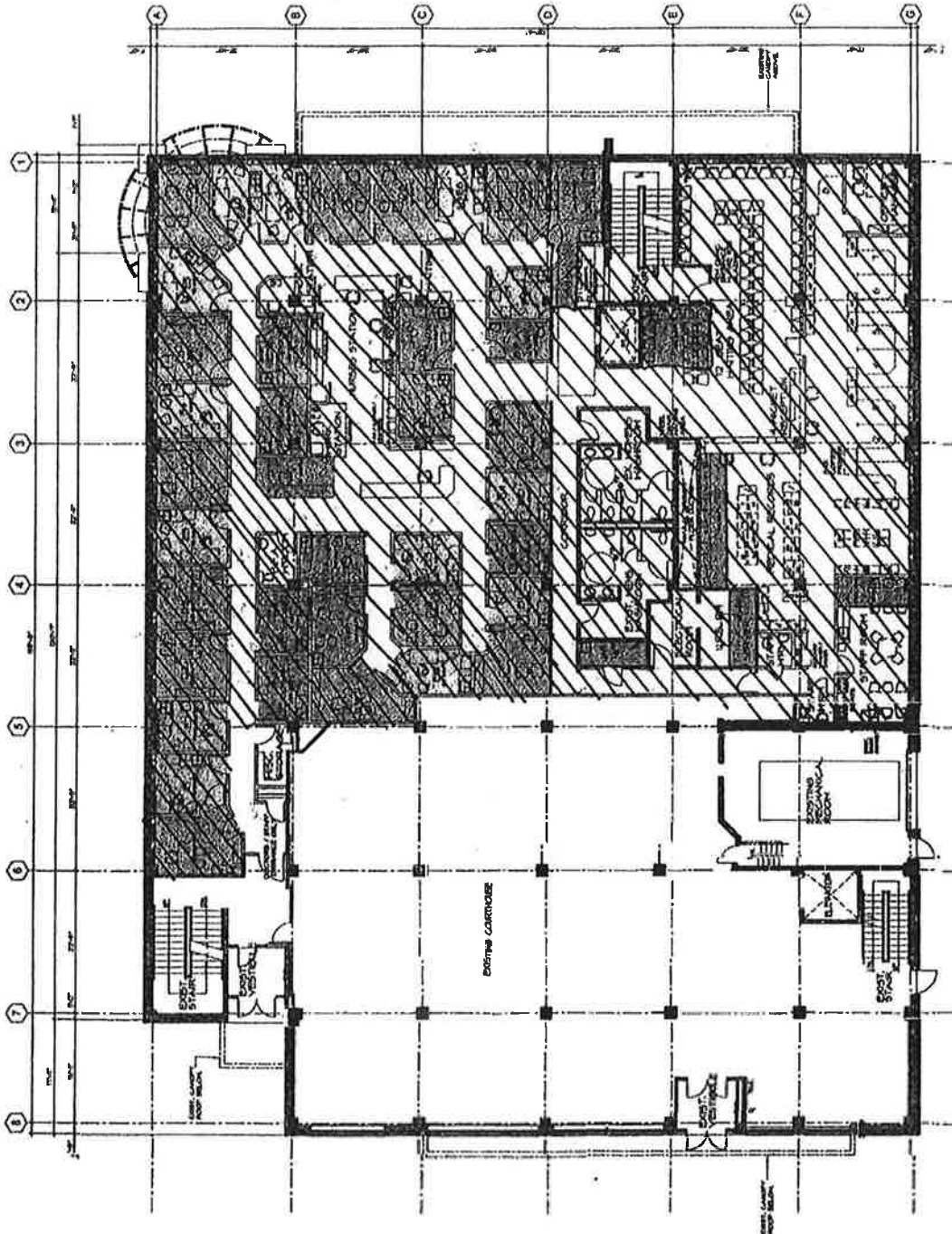


**LEGEND**

|           |                                  |
|-----------|----------------------------------|
| [Pattern] | EXISTING CONSTRUCTION TO REMAIN  |
| [Pattern] | DOCTORS OFFICE (AREA 1 AND 2)    |
| [Pattern] | EXAMINATION ROOMS (AREA 1 AND 2) |
| [Pattern] | RECEPTION AREA (AREA 1 AND 2)    |
| [Pattern] | WAITING ROOM (AREA 1 AND 2)      |
| [Pattern] | WAITING ROOM (AREA 1 AND 2)      |



| LEGEND |                                 |
|--------|---------------------------------|
|        | EXISTING CONSTRUCTION TO REMAIN |
|        | EXISTING STRUCTURE              |
|        | EXISTING FLOOR SLAB             |
|        | EXISTING WALL                   |
|        | EXISTING CEILING                |
|        | EXISTING FLOOR SLAB (DIFFERENT) |
|        | EXISTING WALL (DIFFERENT)       |
|        | EXISTING CEILING (DIFFERENT)    |



SK-2  
06/17/0

Date: February 19, 2007  
Scale: 1/8" = 1'-0"

ELNOS Telecommunication Centre  
Level 2 Floor Plan

Nichols Yalowaga Bélanger  
Architects | Architects

## **SCHEDULEE**

### **RULES AND REGULATIONS**

**The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):**

- 1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.**
- 2. The floors, skylights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.**
- 3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.**
- 4. In the event that the Landlord provides and installs a Public Directory Board inside the building, the Tenant's name shall be placed on the said Board at the expense of the Tenant.**
- 5. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.**
- 6. No animals or birds shall be brought into the building or kept on the Premises.**
- 7. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.**
- 8. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.**

**9. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.**

**10. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.**

**11. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefore; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.**

**12. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.**

**13. No bicycles or other vehicles shall be brought within the Premises or upon the Landlord's property, including any lane or courtyard, unless otherwise agreed in writing.**

**14. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.**

**15. The moving of all heavy equipment and office equipment or furniture shall occur only between 6:00 p.m. and 8:00 a.m. or any other time consented to by the Landlord and the persons employed to move the same in and out of the building must be acceptable to the Landlord. Safes and other heavy equipment shall be moved through the Premises and common areas only upon steel bearing plates. No deliveries requiring the use of an elevator for freight purposes will be received into the building or carried in the elevators, except during hours approved by the Landlord.**

**16. The Landlord reserves the right to restrict the use of the building to the general public after 6:00 p.m. but the Tenant shall have access to the demised Premises twenty-four hours a day, seven days a week.**

**17. Canvassing, soliciting and peddling in the building is prohibited.**

**18. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.**

**19. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.**

**20. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.**

**21. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.**