THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

BY-LAW NO. 65-15

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT AND THE HUGH ALLEN CLINIC FAMILY HEALTH GROUP (Hugh Allen Clinic Facility Lease)

WHEREAS the Council of The Corporation of the Municipality of Sioux Lookout deems it advisable and expedient to enter into a Lease Agreement with the Hugh Allen Clinic Family Health Group for use of the Hugh Allen Clinic facility; and

WHEREAS Section 9 of the Municipal Act 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

WHEREAS entering into agreements is considered to be a natural person capacity, right, power, or privilege;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT ENACTS AS FOLLOWS:

1. THAT the Mayor and the Clerk are hereby authorized and directed to execute the above-noted Lease Agreement between The Corporation of the Municipality of Sioux Lookout and the Hugh Allen Clinic Family Health Group, for the use of the High Allen Clinic facility.

2. THAT the Agreement is attached as Schedule A to this By-law.

3. THAT the Mayor's and the Clerk's authority and direction to execute the above-noted Agreement extend to any renewal agreements or administrative amendments.

4. THAT this By-law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS TWELFTH DAY OF AUGUST, 2015.

Doug Lawrance, Mayor

Mary L. MacKenzie, Clerk

/bpmk
Jul22/15

The Corporation of the
Municipality of Sioux Lookout
25 Fifth Avenue, P.O. Box 158
Sioux Lookout, Ontario • P8T 1A4
Telephone: (807) 737-2700
Facsimile: (807) 737-3436
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LEASE AGREEMENT

BETWEEN:

THE CORPORATION OF THE MUNCIPALITY OF SIOUX LOOKOUT
Hereinafter referred to as the "MUNICIPALITY"

-and-

HUGH ALLEN CLINIC – FAMILY HEALTH GROUP
Hereinafter referred to as the "TENANT"

In consideration of the rents, covenants and obligations stipulated herein the Municipality and the Tenant have agreed to enter into a Lease of the Premises known municipally as THE HUGH ALLEN CLINIC and more particularly described in Schedule A attached (the "Premises")

1. GRANT OF LEASE

1.1. The Municipality leases the Premises to the Tenant:

1.1.1. At the Rent and Term set forth in Section 2; and

1.1.2. Subject to the conditions and in accordance with the covenants, obligations and agreements herein.

1.2. The Municipality covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

2. RENT

2.1. Rent means the amount payable by the Tenant to the Municipality pursuant to this section and includes Additional Rent.

2.2. The Tenant covenants to pay the Municipality, during the Term of the Lease Agreement, rent as follows:

2.2.1. From January 1st, 2014 to December 30th, 2028, annual rent of one-hundred and ten-thousand one-hundred and twenty-seven dollars and ninety-six cents ($110,127.96) plus HST;

2.2.2. During the Term of the Lease Agreement the rent shall be paid on the first of the month in equal consecutive monthly installments of nine-thousand one-hundred and seventy-seven dollars and thirty-three

cents ($9,177.33) plus HST commencing on January 1st, 2014 up to and including December 30th, 2028.

2.3. The Tenant further covenants to pay all other sums required by this Lease and agrees that all amounts payable by the Tenant to the Municipality or to any other party pursuant to the provisions of this Lease Agreement shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease Agreement.

2.4. The Municipality and the Tenant agree that it is their mutual intention that this Lease Agreement shall be a completely carefree net lease for the Municipality and that the Municipality shall not, during the term of this Lease Agreement, be required to make any payments in respect of the Premises other than property taxes, insurance on the building, maintenance of the structure and grounds, and snow removal from parking lots and walkways.

2.4.1. To effect the said intention of the parties, the Tenant promises to pay the following expenses related to the Premises as Additional Rent:

2.4.1.1. Utilities (including but not limited to gas, electricity, water, heat, air conditioning);

2.4.1.2. Services supplied to the Premises, provided that this does not in any way oblige the Municipality to provide any services, unless otherwise agreed in this Lease Agreement;

2.4.1.3. Janitorial and general housekeeping maintenance;

2.4.1.4. Insurance premiums on the contents of the building;

2.4.1.5. Any tax or duty imposed upon, or collectable by the Municipality which is measured by or based in whole or in part directly upon the Rent including, without limitation, the goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise tax or duty or any tax similar to any of the foregoing; and

2.4.1.6. Supply and replacement of any consumable materials or supplies such as light bulbs and filters.

2.4.2. If any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same when they become due and produce proof of payment to the Municipality immediately if requested to do so, but the Tenant may contest or appeal any such charges as the Tenant's own expense;

2.4.3. If the Tenant fails to make any of the payments required by this Lease Agreement then the Municipality may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Municipality, and if such charges are not paid by the Tenant on demand, the Municipality shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.

2.5. All payments to be made by the Tenant pursuant to this Lease Agreement shall be delivered to the Municipality at the Municipal address for service set out in Section 14 or to such other place as the Municipality may from time to time direct in writing.

2.6. All Rent in arrears and all sums paid by the Municipality for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a 18% per annum.

2.7. The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease Agreement shall be made without any deductions for any reason whatsoever unless expressly allowed by the Terms of this Lease Agreement or by the Municipality in writing; and

2.7.1. No partial payment by the Tenant which is accepted by the Municipality shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Municipality's right to recover any rent owing.

3. TERM AND POSSESSION

3.1. The Tenant shall have possession of the Premises for a period of twenty-five years, commencing on the 13th day of January, 2003 and ending on the 31st day of December, 2028 (the "Term").

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

3.3. If the Tenant fails to take possession of the Premises or to open for business on or before the date specified from commencement of the Term of this Lease Agreement, the Municipality shall, in addition to any other remedies, have the right to terminate this Lease Agreement upon 24 hours written notice to the Tenant, and to recover from the Tenant the cost of all work down by the Municipality on behalf of the Tenant.

4. ASSIGNMENT

4.1. The Tenant shall not assign this Lease Agreement or sublet the whole or any part of the Premises unless they first obtain the consent of the Municipality in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease Agreement or sublet the Premises without the Municipality's consent.

4.2. The consent of the Municipality to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

4.3. Any consent granted by the Municipality shall be conditional upon the assignee, sub-lessee or occupant executing a written agreement directly with the Municipality agreeing to be bound by all the Terms of this Lease Agreement as if the assignee, sub-lessee or occupant had originally executed this Lease as Tenant.

4.4. Any consent given by the Municipality to any assignment or other disposition of the Tenant's interest in this Lease Agreement or Premises shall not relieve the Tenant from its obligations under this Lease Agreement, including the obligation to pay Rent and Additional Rent as provided for herein.

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

4.5.1. 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 Municipality first consents in writing to the proposed change;

4.5.2. If any change is made in the control of the Tenant corporation without the written consent of the Municipality, then the Municipality shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 9.2 of this Lease Agreement and any other remedies available in law;

4.5.3. The Tenant agrees to make available to the Municipality or its authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE OF PREMISES

5.1. During the Term of this Lease Agreement the Premises shall not be used for any purpose other than a Medical Clinic without the express consent of the Municipality given in writing.

5.2. The Tenant shall not do or permit to be done at the Premises anything which may:

5.2.1. Constitute a nuisance;

5.2.2. Cause damage to the Premises;

5.2.3. Cause injury or annoyance to occupants or neighboring Premises;

5.2.4. Make void or voidable any insurance upon the Premises; or

5.2.5. Constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

6. MAINTENANCE, REPAIRS AND ALTERATIONS

6.1. The Tenant covenants that during the Term of this Lease Agreement and any renewal thereof the Tenant shall keep the Premises in good condition including all alterations and additions made thereto, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear of the building, snow removal, maintain ventilation and mechanical systems, maintain the grounds, or to repair damage caused by fire, lightning or storm.

6.2. The Tenant shall permit the Municipality or a person authorized by the Municipality to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:

6.2.1. 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 Municipality and the Tenant shall make the necessary repairs within the time specified in the notice;

6.2.2. If the Tenant refuses or neglects to keep the Premises in good repair the Municipality may, but shall not be obligated to, make any necessary repairs, and shall be permitted to enter the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenants for any loss, damage or inconvenience to the Tenant. The Tenant shall pay the cost of repairs immediately as Additional Rent.

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

6.4. The Tenant shall immediately give written notice to the Municipality of any substantial damage that occurs to the Premises from any cause.

7. ALTERATIONS AND ADDITIONS

7.1. If the Tenant, during the Term of this Lease or any renewal of it, 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 its own expense, at any time and from time to time, if the following conditions are met:

7.1.1. Before undertaking any alteration or addition the Tenant shall submit to the Municipality a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless

the Municipality has approved the plan, and the Municipality shall not unreasonably or arbitrarily withhold this approval;

7.1.2. 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.

7.2. The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.

7.3. 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 is located unless the sign, advertisement or notice has been approved in every respect by the Municipality.

7.4. 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 Municipality without compensation to the Tenant.

7.5. The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Municipality's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.

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

7.7. Other than as provided in section 7.6 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:

7.7.1. The removal is in the ordinary course of business;

7.7.2. The Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or

7.7.3. The Municipality has consented in writing to the removal.

7.7.4. 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, furnishing and any other objects whatsoever brought onto the Premises by the Tenant.

7.8. The Tenant shall, at its own expense, if requested by the Municipality, 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.

7.9. 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 Municipality, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Municipality the cost of restoring the Premises.

7.10. **THE TENANT SHALL NOT UNDER ANY CIRCUMSTANCES DRILL INTO OR DISTURB THE FLOOR SURFACE IN ANY WAY. THE FLOOR CONTAINS THE RADIENT HEAT COILS AND ANY DAMAGE CAUSED BY THE TENANT WILL BE REPAIRED AT THE TENANTS EXPENSE.**

8. INSURANCE

8.1. During the Term of this Lease and any renewal thereof the Municipality shall maintain with respect to the Premises, insurance coverage insuring against:

8.1.1. Loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Municipality 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 Municipality, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the costs of all signs and leasehold improvements;

8.1.2. Liability for bodily injury or death or property damage sustained by third parties up to such limits as the Municipality in his sole discretion deems advisable;

8.1.3. Rental income protection insurance with respect to fire and other perils to the extent of one year's Rent payable under this Lease Agreement.

8.2. Insurance and any payment of the proceeds thereof to the Municipality 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 in Section 9.

9. DAMAGE, DESTRUCTION AND EXPROPRIATION

9.1. In the event that the Leased Premises shall at any time be destroyed or damaged (including smoke damage) as a result of fire, the elements, unavoidable accident or other casualty, this Lease Agreement shall continue in full force and effect and the Municipality shall commence diligently to reconstruct, rebuild or repair the Leased Premises to the extent of tis responsibility.

9.2. Notwithstanding Section 9.1 hereof, if the Leased Premises are damaged or destroyed within the last year of the Term, the Municipality shall not be required to reconstruct, rebuild or repair the Leased Premises.

9.3. During the period between the damage or destruction referred to in Section 9.1 hereof and the time when the repairs, rebuilding or reconstruction is completed, the Tenant shall pay rent that is prorated to reflect the proportion of the Leased Premises that is usable by the Tenant. If no space is usable, the Tenant shall not be required to pay rent for the period of time the space is unusable. The Municipality shall not be responsible for providing alternative space for the duration of the repairs.

9.4. Any questions 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 Municipality.

9.5. 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 Municipality for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Municipality is obligated to provide according to this Lease Agreement, from any cause whatsoever.

10. ACTS OF DEFAULT AND MUNICIPALITY'S REMEDIES

10.1. An Act of Default has occurred when:

10.1.1. 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;

10.1.2. The Tenant has breached its covenants or failed to perform any of its obligations under this Lease; and

10.1.2.1. The Municipality has given notice specifying the nature of the default and the steps required to correct it; and

10.1.2.2. The Tenant has failed to correct the default as required by the notice;

10.1.3. The Tenant has:

10.1.3.1. Become bankrupt or insolvent or made an assignment for the benefit of creditors;

10.1.3.2. Had its property seized or attached in satisfaction of a judgement;

10.1.3.3. Committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Municipality's property;

10.1.3.4. Without the consent of the Municipality, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;

10.1.3.5. Taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;

10.1.4. 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;

10.1.5. The Premises:

10.1.5.1. Become vacant or remain unoccupied for a period of 30 consecutive days; or

10.1.5.2. Is 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.

10.1.5.3. 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 Municipality.

10.2. When an Act of Default on the part of the Tenant has occurred:

10.2.1. The current month's rent together with the next three months' rent shall become due and payable immediately; and

10.2.2. The Municipality shall have the right to terminate this Lease Agreement and to re-enter the Premises and deal with it as it may choose.

10.3. If, because an Act of Default has occurred, the Municipality exercises its right to terminate this Lease Agreement 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 Agreement until the Municipality 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 Municipality, and the Tenant agrees to be liable to the Municipality, until the end of the Term of this Lease Agreement 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 Municipality.

10.4. 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 Agreement shall not be exempt from levy by distress for Rent in arrears:

10.4.1. 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 Agreement;

10.4.1.1. The Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this Lease Agreement; and

10.4.1.2. The Tenant agrees that the Municipality may please this covenant as an estoppel against the Tenant if any action is brought to test the Municipality's right to levy distress against the Tenant's property.

10.5. If, when an Act of Default has occurred, the Municipality chooses not to terminate the Lease Agreement and re-enter the Premises, the Municipality shall have 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.

10.6. If, when an Act of Default has occurred, the Municipality chooses to waive its right to exercise the remedies available to it under this Lease Agreement or at law, the waiver shall not constitute connotation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Municipality to exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease Agreement shall be deemed to have been waived by the Municipality unless the waiver is in writing and signed by the Municipality.

11. TERMINATION UPON NOTICE AND AT END OF TERM

11.1. If the Municipality 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 Municipality:

11.1.1. Surrender this Lease Agreement, including any unexpired remainder of the Term; and

11.1.2. Vacate the Premises and give the Municipality possession.

11.2. If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:

11.2.1. The Municipality shall have the right to terminate this Lease Agreement by giving ninety (90) clear days' notice in writing to the Tenant; or

11.2.2. The Municipality may require the Tenant to vacate the Premises within thirty (30) days from payment by the Municipality to the Tenant of a bonus equal to three months' rent, but payment of the said bonus shall be accompanied or preceded by written notice from the Municipality to the Tenant advising of the Municipality's intent to exercise this option.

11.3. The Tenant agrees to permit the Municipality during the last three months of the Term of this Lease Agreement 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 Municipality to view the Premises at reasonable hours.

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

12. ACKNOWLEDGEMENT BY TENANT

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

12.1.1. That this Lease Agreement is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease Agreement is in full force and effect as modified);

12.1.2. The amount of Rent being paid;

12.1.3. The dates to which Rent has been paid;

12.1.4. Other charges payable under this Lease Agreement which have been paid;

12.1.5. Particulars of any prepayment of Rent or security deposits; and

12.1.6. Particulars of any sub tenancies.

13. SUBORDINATION AND POSTPONEMENT

13.1. This Lease Agreement and all the rights of the Tenant under this Lease Agreement 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 Municipality's interest in the property.

13.2. Upon the request of the Municipality the Tenant will execute any form required to subordinate this Lease Agreement and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.

13.3. 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 Agreement.

14. RULES AND REGULATIONS

14.1. 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 that form part of this Lease Agreement and as the Municipality may make from time to time.

15. NOTICE

15.1. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease Agreement may be given:

To the Municipality at :	25 Fifth Avenue P.O. Box 158 Sioux Lookout, ON P8T 1A4
To the Tenant at the Premises or at:	79 Fifth Avenue P.O. Box 489 Sioux Lookout, ON P8T 1A8

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

15.3. Any notice given by one party to the other in accordance with the provisions of this Lease Agreement 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

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

17. INTERPRETATION

17.1. 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.

17.2. Unless the context otherwise requires, the word "Municipality" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Municipality and tenant, respectively.

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

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

DATED at Sioux Lookout, Ontario, this 2nd day of September, 2015

The Municipality (THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT)

Doug Lawrance, Mayor

Mary L. MacKenzie, Clerk

The Municipality (THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT)
25 Fifth Avenue, P.O. Box 158
Sioux Lookout, Ontario
P8T 1A4
Tel: 807.737.2700

DATED at Sioux Lookout, Ontario, this 26th day of August, 2015

The Tenant (HUGH ALLEN CLINIC – FAMILY HEALTH GROUP)

Name: _____, Title: Physician

Name: _____, Title: Physician

The Tenant (Hugh Allen Clinic – Family Health Group)
79 Fifth Avenue, P.O. Box 489
Sioux Lookout, Ontario P8T 1A8

SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE AGREEMENT

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

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, sky-lights 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 Municipality 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.

6. No animals or birds shall be brought into the building or kept on the Premises.

7. The Tenant shall no 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 Municipality. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product.

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 sure or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio broadcasting 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 Municipality, by such carelessness. The Tenant, which closing the Premises, shall close all windows and lock all doors.

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

14. Canvassing, soliciting and peddling in the building is prohibited.

15. The Tenant shall first obtain in writing the consent of the Municipality 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 Municipality.

16. The Tenant shall first obtain in writing the consent of the Municipality to the placement by the Tenant of any garbage containers or receptacle's outside the Premises or building other than the designated area.

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

18. The Municipality 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 shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. The Municipality may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other Tenants.