

THIS LEASE made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023  
IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE**

(hereinafter called the "Landlord")

OF THE FIRST PART

-and-

**MERLIN SIMEX PROFESSIONAL COUNSELING ASSOCIATES**

(hereinafter called the "Tenant")

OF THE SECOND PART

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the Premises being that part of the building (the "Building") shown outlined in red on the sketch annexed hereto as Schedule "A" which building is located on the lands and premises (the "Real Property") being parts of Lots 29 and 30, Concession "A", Township of Kincardine (now Municipality of Kincardine), County of Bruce, designated as Parts 1 and 2 on Reference Plan 3R-5856.

**1. GRANT OF LEASE**

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

- (i) At the Rent set forth in Section 2;
- (ii) For the Term set forth in Section 3; and
- (iii) Subject to the conditions in accordance with the covenants, obligations and agreements herein.

(b) 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**

(a) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes additional rent.

Renewal rate = (\$18.44 per square foot x 198 square feet) = \$3,651.12 + HST

(b) The Tenant covenants to pay to the Landl), eaching the Term of this Lease annual rent in the amount of FOUR THOUSAND ONE HUNDRED ANDTWENTY FIVE DOLLARS AND SEVENTY SEVEN CENTS (\$4,125.77) which includes Harmonized Sales Tax (HST) payable in equal monthly instalments of THREE HUNDRED FORTY THREE DOLLARS AND EIGHTY ONE CENTS (\$343.81), each in advance on the 1st day of each and every month, the first payment to be made on the 1st day of October, 2023 and the last such payment to be made on the 1st day of September, 2025.

\*The above noted rent shall increase by the CPI to be calculated at the end of each 12-month period.

(c) The amount of HST shall be calculated in accordance with the applicable legislation and shall be paid at the same time as the rent to which the HST applies is payable to the Landlord under this Lease. The Landlord shall have the same rights and remedies on non-payment of HST as it has for rent in arrears under this Lease.

(d) 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 16 or to such other place as the Landlord may from time to time direct in writing.

(e) The Tenant agrees to pay in advance to the Landlord at the commencement of the Term the first and last months' Rent payable under Section 2(b) of this Lease.

(f) All Rent in arrears and all sums paid by the landlord 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 rate of 1.25% per month.

(g) The Tenant acknowledges and agrees that the payments of Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing; and

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

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

(a) The Term shall commence, and the Tenant shall have possession of the Premises for a period of two (2) years commencing on the 1st day of October, 2023 and ending on the 30th day of September, 2025: (the "Term").

- (b) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenants shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
- (c) Tenant shall have the right to renew this lease for an additional term of one year on providing written notice to the Landlord prior to expiry of the above Term however the rent for such renewal may increase by CPI as set out above in 2(b).

#### **4. COMMON FACILITIES AND SERVICES**

- (a) The Tenant, together with and in common with all others entitles thereto and their respective officers, agents, servants, employees, contractors, customers, invitees, or licensees, shall be entitled to the use and benefit of the Common Facilities. The Tenant shall not unreasonably block or in any manner hinder the Landlord or other persons who may be authorized by the Landlord to utilize the Common Facilities from so doing. The Landlord may, in its discretion from time to time permit certain persons to have the exclusive use of portions of the Common Facilities to the exclusion of the Tenant and other persons.
- (b) As part of this Lease, the Landlord shall supply at its expense the utilities for the Premises being electricity, water, heat and air-conditioning and shall further be responsible for the elevator, existing security system, snow ploughing, lawn maintenance, custodial services to the Building and garbage collection and removal.
- (c) For the purposes of this Lease, "Common Facilities" means all common areas and utilities from time to time furnished or designated (and which may be changed) by the Landlord for the use in common, in such manner as the Landlord may permit, of tenants of premises in the Building and all others entitled to access and their respective officers, agents, servants, employees, contractors, customers, invitees or licensees, including, without limitation, parking areas, access roads, driveways, entrances and exits, sidewalks, ramps, landscaped areas, building entrances, lobbies, stairways, elevators, passageways and washrooms.

#### **5. ASSIGNMENT**

- (a) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld;

- (i) 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 or sublet the Premises without the Landlord's consent.
- (b) 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.
- (c) 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.
- (d) 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 its obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.
- (e) 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;
  - (i) The Tenant shall not be entitled to deal with its authorized or issued capital in any way that results in a change in the effective voting control of the Tenant, other than an internal reorganization within the Morson UK Group, unless the Landlord first consents in writing to the proposed change;
  - (ii) 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 11 (b) of this Lease and any other remedies available in law;
  - (iii) The Tenant agrees to make available to the Landlord or its authorized representative's relevant information from the corporate books and records of the Tenant for inspection at reasonable times.

## **6. USE**

- (a) During the Term of the Lease the Premises shall not be used for any purpose other than commercial office purposes.
- (b) The Tenant shall only make such reasonable use of the utilities supplied to the Premises as would a reasonable tenant using the Premises for commercial office purposes.
- (c) The Tenant shall not do or permit to be done at the Premises anything which may:

- (i) Constitute a nuisance;
- (ii) Cause damage to the Premises;
- (iii) Cause injury or annoyance to occupants of neighbouring premises;
- (iv) Make void or voidable any insurance upon the Premises;
- (v) Constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

## **7. REPAIR AND MAINTENANCE**

- (a) The Tenant covenants that during the terms of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements for the purpose of maintenance of the Premises, as would a prudent owner;
  - (i) But the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning, flood, or storm, or repairs or replacements of a capital nature, including repairs or replacements of the roof, exterior components, windows, HVAC systems, and structural elements of the Building.
- (b) 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 of repair at reasonable times:
  - (i) 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 Tenant shall make the necessary repairs within the time specified in the notice;
  - (ii) And if the Tenant refuses or neglects to keep the Premises in good repair 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;
    - A. And if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- (c) 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 expected.

- (d) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- (e) Except for the obligation of the Tenant to maintain the leased Premises during the Term, the Landlord agrees to maintain, repair, and replace all parts and systems of the building including all Common Areas as a prudent owner would do.

## **8. ALTERNATIONS AND ADDITIONS**

- (a) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alteration or addition to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishing 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:
  - (i) 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;
    - (A) And items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan;
  - (ii) 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.
- (b) 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.
- (c) 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.
- (d) All alterations 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.
- (e) The Tenant agrees, at his 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 landlord'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.

(f) 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 the 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.

(g) Other than as provided in paragraph 8(f) above, the Tenant shall not, during the term of this Lease or any time thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:

(i) The removal is in the ordinary course of business;

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

(iii) 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.

(h) 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.

(i) The Tenant shall not bring on to 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:

(i) 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. INSURANCE**

### **All Risks Property Insurance**

All risks (including sewer damage, flood, and earthquake) 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 Demised Premises, including, without limitation, anything in the nature of a leasehold improvement.

### **Commercial General Liability Insurance**

The Tenant shall, at their expense obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

1. A limit of liability of not less than \$ 2, 000, 000/ occurrence with an aggregate of not less than \$ 2, 000, 000.
2. Add the Landlord as an additional insured with respect to the operations of the Named Insured
3. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
4. Non- owned automobile coverage with a limit not less than Two Million Dollars and shall include contractual non- owned coverage ( SEF 96)
5. Products and completed operations coverage
6. Contractual Liability
7. Hostile fire
8. The policy shall provide 30 days prior notice of cancellation

### **Tenant' s Legal Liability Insurance**

Tenant' s legal liability insurance in the amount of\$ 1, 000, 000, including loss of use of the building.

Landlord is to be named as an additional insured if the objects insured qualify as tenant's improvements.

Each policy will provide that the insurer will not have any right of subrogation against the Landlord on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Landlord or Tenant covered by such insurance. The cost or premium for each and every such policy will be paid by the Tenant.

### **Primary Coverage**

The proponent' s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.



### **Certificate of Insurance**

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

### **Indemnification and Hold Harmless Clause**

The Supplier shall defend, indemnify and save harmless the Municipality of Kincardine its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Tenant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Lease.

### **10. DAMAGE TO THE PREMISES**

- (a) 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;
- (i) 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;
  - (ii) 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;

- (iii) If the leased Premises can be repaired with 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.
- (b) 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.
- (c) 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.

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

- (a) An Act of Default has occurred when:
  - (i) 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;
  - (ii) The Tenant has breached its covenants or failed to perform any of his obligations under this Lease; and
    - (A) The Landlord has given notice specifying the nature of the default and the steps required to correct it; and
    - (B) The Tenant has failed to correct the default as required by the notice;
  - (iii) The Tenant has;
    - (A) Become bankrupt or insolvent or made an assignment for the benefit of Creditors;
    - (B) Had its property seized or attached in satisfaction of a judgment;
    - (C) Had a receiver appointed;
    - (D) 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;
    - (E) Taken action, if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
  - (iv) 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;
  - (v) The Premises;

- (A) Become vacant or remain unoccupied for a period of thirty (30) consecutive days; or
- (B) 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;
- (C) 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.

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

- (i) The current month's rent together with the next three months' rent shall become due and payable immediately;

or

- (ii) The landlord shall have the right to terminate this Lease and to re- enter the Premises and deal with them as he may choose.

(c) 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;

- (i) And the Tenant agrees to be liable to the Landlord, until the end of the Term 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.

(d) 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;

- (i) 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:

- (A) 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

(B) 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.

- (e) 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.
- (f) 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:
  - (i) 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.

## **12. TERMINATION UPON NOTICE AND AT THE END OF TERM**

- (a) If the Landlord desires at any time to demolish the Premises or any part thereof, to an extent that renders continued possession by the Tenant impracticable, or if the Premises are expropriated or condemned by any competent authority:
  - (i) The Landlord shall have the right to terminate this Lease by giving sixty (60) clear days' notice in writing to the Tenant; or
  - (ii) The Landlord may require the Tenant to vacate the premises within sixty (60) days from payment by the Landlord to the Tenant of a bonus equal to two months' rent,
    - (A) 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.
- (b) The Tenant agrees to permit the Landlord during the last two 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.
- (c) 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.

### **13. ACKNOWLEDGEMENT BY TENANT**

The Tenant agrees that it 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;
- (f) Particulars of any sub tenancies; and,
- (g) The Tenant shall have the right to terminate this Lease by giving sixty (60) clear days' notice in writing to the Landlord.

### **14. SUBORDINATION AND POSTPONEMENT**

- (a) 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.
- (b) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's right to any such charge, and will, if required, attorn to the holder of the charge.
- (c) 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.

### **15. RULES AND REGULATIONS**

The Tenant agrees on behalf of itself and all persons entering the Building with the Tenant's authority or permission to comply with all reasonable rules and regulations that form part of this Lease or that the Landlord may make from time to time for the safety, care and cleanliness of the Building and the preservation of good order in the Building and Common Facilities.

### **16. NOTICE**

- (a) 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:  
1475 5th Concession  
RR #5  
Kincardine, Ontario N2Z 2X6

to the Tenant at the Premises or at:  
1475 5th Concession  
RR #5  
Kincardine, Ontario N2Z 2X6

- (b) The above addresses may be changed at any time by giving ten (10) days written notice.
- (c) Any notice given by one party to the other in accordance with the provision 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.

#### **17. 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.

#### **18. INTERPRETATION**

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

#### **19. OPTIONS TO RENEW**

When not in default hereunder, the Tenant shall have the option of renewing this lease by giving notice to the Landlord on or before the 1st day of February 2023.

Such renewal shall be on the same terms and conditions and the rent shall be as set out in section 3(c) above.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Lease.

SIGNED, SEALED AND DELIVERED  
in the presence of

**THE CORPORATION OF THE  
MUNICIPALITY OF KINCARDINE**

\_\_\_\_\_  
Kenneth Craig, Mayor

\_\_\_\_\_  
Jennifer Lawrie, Clerk

**MERLIN SIMEX PROFESSIONAL SERVICES**



\_\_\_\_\_  
Julianne A. Richman, President

(I have the authority to bind the Corporation)

## **SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE**

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 buildings, 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 therefor; 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. Canvassing, soliciting and peddling in the building is prohibited.
17. 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.
18. 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.
19. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
20. 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 shall be kept and observed by the Tenant, his employees, agents, servants, contractors or Invitees. The Landlord 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.

