

FACILITY LEASE AGREEMENT

(the "**Agreement**" or the "**Lease**")

THIS AGREEMENT effective this 1st day of April, 2025

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE,
(the "**Landlord**")

-and-

VICTORIAN ORDER OF NURSES FOR CANADA – ONTARIO BRANCH
(the "**Tenant**")

WHEREAS:

- A. The Landlord is the owner of the property municipally known as 2066 Dorchester Road, Dorchester, Ontario, which forms part of the FlightExec Centre, a multi-use public facility;
- B. The Tenant is a not-for-profit organization that provides essential health services to the community and has previously occupied a portion of the facility pursuant to a lease with the Landlord;
- C. The parties wish to enter into a new lease agreement in respect of a defined portion of the premises, being approximately 5,815 square feet, as outlined in **Schedule "A"** attached hereto; and
- D. The Landlord wishes to support the continued provision of health and community services by the Tenant, subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set out herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 2

LEASE OF PREMISES, TERM AND RENEWAL

- 2.01 The Landlord hereby leases to the Tenant the premises located at 2066 Dorchester Road, Dorchester, Ontario, being approximately 5,815 square feet in area, as shown in Schedule "A" attached hereto (the "**Premises**").
- 2.02 The Tenant shall have the non-exclusive right to use, in common with others entitled thereto, the parking spaces located in front of the two (2) north entrances to the FlightExec Centre (being the entrances to the Lions Creative Living Centre and the space leased to the Tenant and the CANUSA ice pad).

- 2.03 The term of this Lease shall be for five (5) years, commencing on April 1, 2025, and ending on March 31, 2030 (the "**Term**").
- 2.04 The Tenant shall have the right to extend the Term for one (1) additional period of three (3) years, on the same terms and conditions as set out in this Lease, save and except for the Rent, which shall be renegotiated in good faith by the parties. The Tenant may exercise such renewal right by providing written notice to the Landlord no later than six (6) months prior to the expiry of the then-current Term.
- 2.05 If the parties are unable to agree on the Rent at least sixty (60) days prior to the commencement of the renewal term, this Lease shall expire at the end of the then-current Term, unless otherwise agreed in writing.

ARTICLE 3 RENT AND PAYMENT TERMS

- 3.01 The Tenant shall pay Rent (being the base rent set out in the rent schedule below, exclusive of applicable taxes (the "**Rent**")) in advance on the first day of each month during the Term, in accordance with the following schedule:

Effective Date:	Cost Per Square Foot:	Monthly Lease Rate:
April 1, 2025	\$0.49	\$2,849.35/month + HST
April 1, 2026	\$0.71	\$4,128.65/month + HST
April 1, 2027	\$0.92	\$5,349.80/month + HST
April 1, 2028	\$1.14	\$6,629.10/month + HST
April 1, 2029	\$1.35	\$7,850.25/month + HST

- 3.02 All Rent and other payments shall be made without deduction, abatement, or set-off, except as expressly provided for in this Lease.

ARTICLE 4 USE AND ACCESS

- 4.01 The Tenant shall use the Premises solely for office, administrative, and operational purposes consistent with its mandate as a health services provider.
- 4.02 The Landlord, or its authorized representatives, shall have the right to enter and inspect the Premises at reasonable times and upon providing at least twenty-four (24) hours' prior notice to the Tenant, except in the case of an emergency where no such notice shall be required. Any such entry shall be conducted in a manner that minimizes disruption to the Tenant's operations and maintains the confidentiality of any personal health information or sensitive records on site.

ARTICLE 5 TENANT'S COVENANTS

- 5.01 The Tenant covenants and agrees with the Landlord as follows:

- a) To pay Rent in accordance with Article 3 of this Agreement;
- b) To maintain a constant temperature within the Premises of not less than fifteen (15) degrees Celsius to prevent damage to pipes and water systems;
- c) Not to use the Premises, or permit their use, for any purpose that may render the Landlord's insurance void or voidable, or which may cause the premiums for such insurance to increase;
- d) To display its name only in a form, size, and character as approved by the Landlord, acting reasonably;
- e) Not to assign or sublet the Premises or any part thereof without the prior written consent of the Landlord, such consent not to be unreasonably withheld;
- f) Not to store materials, vehicles, trailers, or equipment outside the Premises;
- g) The Tenant shall have the right to make all interior changes of a non-structural nature that do not impact the base systems of the Premises, upon obtaining prior written consent of the Landlord, which the Landlord shall not unreasonably withhold or delay. The Tenant shall keep the Premises, including all windows, fixtures, and fittings, in good repair (reasonable wear and tear excepted), and upon termination of this Lease, shall deliver up the Premises in a clean, orderly, and good condition, reasonable wear and tear excepted, and subject to the Tenant's obligations respecting the removal of trade fixtures and the repair of any damage caused thereby;
- h) All leasehold improvements made by or on behalf of the Tenant shall, upon installation, become the property of the Landlord. Trade fixtures shall remain the property of the Tenant and may be removed, provided the Tenant is not in default under this Lease and repairs any damage caused by such removal, reasonable wear and tear excepted. The Tenant shall not be required to remove any leasehold improvements upon vacating the Premises unless the Landlord has, at the time of approving the improvement, explicitly required such removal in writing. Any improvements not subject to a removal condition at the time of approval may remain in place, and the Tenant shall not be responsible for removal costs. Upon surrender of the Premises, the Tenant shall deliver the space in an "as is – where is" condition, except as otherwise required under this Lease or where the Landlord has directed removal in accordance with the above.
- i) To permit the Landlord and its authorized representatives to enter the Premises at reasonable times, upon providing at least twenty-four (24) hours' prior notice to the Tenant (except in the case of emergency), to inspect the condition of the Premises and ensure compliance with the terms of this Lease;
- j) To maintain, at its own expense, during the Term and any renewal thereof, insurance coverage with insurers acceptable to the Landlord, including:
 - a. Commercial General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, including coverage for

- non-owned automobile liability, and naming the Landlord as an additional insured;
 - b. Professional Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00);
 - c. Property Insurance on a replacement cost basis for contents, stock, equipment, and Tenant improvements; and
 - d. Insurance against fire and similar risks affecting contents within the Premises;
- k) To provide the Landlord with certificates of insurance evidencing the coverage required herein on an annual basis and upon request;
- l) Not to place or display any portable signage anywhere on or around the Premises without the prior written approval of the Landlord;
- m) To provide and maintain its own supplies for cleaning, washroom, and kitchen needs (including garbage bags, soap, and paper towels); and
- n) To be solely responsible for its own telephone, internet, and other communication services.

ARTICLE 6 LANDLORD'S COVENANTS

6.01 The Landlord covenants and agrees with the Tenant as follows:

- a) To permit the Tenant, so long as it pays Rent and observes the terms and conditions of this Lease, to peaceably possess and enjoy the Premises without interference from the Landlord or any person lawfully claiming by, through, or under the Landlord;
- b) To pay, when due, all utility charges associated with the Premises for water, heating, and hydro, unless otherwise agreed to in writing. The Landlord shall also pay any other agreed-upon expenses connected with the use of the Premises;
- c) To remove snow and ice from the parking lot, sidewalks, and steps servicing the Premises in a timely and diligent manner;
- d) To maintain, repair, and replace, as necessary, the roof, exterior walls, structural components, and foundation of the building in which the Premises are located, except to the extent that any damage is caused by the negligence or willful misconduct of the Tenant or any person for whom the Tenant is responsible at law;
- e) To arrange for and maintain insurance, in full force and effect during the Term of this Agreement and any extensions or renewals thereof, on the building where the Premises are located (excluding the Tenant's contents, stock, equipment, and leasehold improvements), including, but not limited to, insurance against property damage, fire, and public liability claims. The Landlord shall determine appropriate policy limits and deductibles, acting

reasonably and in accordance with customary commercial practices for similar properties. The scope and amounts of such insurance shall be at the Landlord's discretion to ensure adequate protection against potential risks, in such amounts as would be carried by a prudent owner of a similar building; and

- f) To maintain and use commercially reasonable efforts to repair and replace, as necessary, the heating, ventilation, air conditioning (HVAC), lighting, power, and other building systems servicing the Premises, and to ensure that such systems are in good working order throughout the Term and any renewal thereof.

ARTICLE 7 INDEMNITY

7.01 Tenant Indemnity. The Tenant shall indemnify and save harmless the Landlord, its elected and appointed officials, officers, employees, agents, and contractors from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including legal fees on a substantial indemnity basis) arising out of or in connection with:

(a) the Tenant's use or occupancy of the Premises, including the actions or omissions of its employees, agents, invitees, or others for whom it is at law responsible;

(b) any alterations or improvements made by or on behalf of the Tenant, including those that affect the structure or base building systems; or

(c) any breach of this Lease by the Tenant,

except to the extent any such claim arises from the acts or omissions of the Landlord or those for whom it is responsible at law.

7.02 Landlord Indemnity. The Landlord shall indemnify and save harmless the Tenant, its officers, employees, and agents from and against any claims, demands, damages, liabilities, losses, costs, and expenses (including legal fees and disbursements on a substantial indemnity basis) arising from the negligence or willful misconduct of the Landlord or anyone for whom they are in law responsible, in relation to areas under its exclusive control, including but not limited to the structure, roof, and base building systems, except to the extent any such claim arises from the acts or omissions of the Tenant or those for whom it is responsible at law.

7.03 Exclusion of Consequential Damages. Notwithstanding any other provision of this Lease, neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, revenue, or business opportunity, arising out of or relating to this Lease, whether in contract, tort (including negligence), or otherwise.

- 7.04 The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 8 MAINTENANCE AND REPAIRS

- 8.01 The Tenant shall, at its own expense and throughout the Term:
- a) Maintain the interior of the Premises in a clean, sanitary, and good condition, limited to matters within its demising walls, reasonable wear and tear excepted;
 - b) promptly repair any damage to the Premises caused by its operations or by the actions or omissions of its employees, invitees, agents, or contractors; and
 - c) maintain its own trade fixtures, furnishings, equipment, and personal property in good working order and repair.
- 8.02 The Landlord shall, at its own expense:
- a) Maintain and repair the roof, exterior walls, foundation, structural components, and common areas of the building in which the Premises are located;
 - b) Maintain and repair all mechanical, electrical, plumbing, and HVAC systems servicing the Premises, except to the extent that repairs are necessitated by the negligence or willful misconduct of the Tenant or its employees, invitees, agents, or contractors; and
 - c) Perform snow removal and grounds maintenance for the exterior common areas, including sidewalks and parking areas.
- 8.03 The Tenant shall not be responsible for repairs to the base building structure, exterior, or building systems unless such repairs are necessitated by the actions or omissions of the Tenant or those for whom it is responsible at law.
- 8.04 The Landlord shall not be liable to the Tenant for any failure or delay in making repairs unless such failure or delay is unreasonable and the Landlord has failed to commence and diligently pursue such repairs within a reasonable time after receiving written notice from the Tenant.

ARTICLE 9 CHARITABLE STATUS

- 9.01 The Landlord acknowledges that the Tenant is a registered charitable organization. The Landlord shall, where reasonably required, cooperate with the Tenant in support of any applications, submissions, or documentation necessary to obtain rebates, exemptions, or other benefits arising from the Tenant's charitable status, provided that such cooperation does not impose any cost, liability, or legal obligation upon the Landlord.

ARTICLE 10 SPECIAL ACCESS RIGHTS

- 10.01 The Tenant shall be entitled to access and use the Premises described in Schedule "A" twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year throughout the Term and any renewal thereof.
- 10.02 The Landlord shall ensure that all utilities and services, including lighting, power, heating, ventilation, and air conditioning, are operational and available to the Premises on a continuous (24/7) basis during the Term and any renewal thereof, at no additional cost to the Tenant.
- 10.03 Notwithstanding any other provision in this Agreement:
- a) the Tenant shall have continuous and uninterrupted access to the Premises for the purposes of maintaining and retrieving confidential client records, including personal health information, as defined in the *Personal Health Information Protection Act, 2004* (Ontario); and
 - b) in the event of a resurgence of COVID-19 or the declaration of any other public health emergency, if the Tenant's services are designated as essential by any applicable governmental authority, the Tenant shall retain full access to and use of the Premises and may continue to operate, subject to compliance with all applicable laws, regulations, and public health orders, regardless of any general building closures or restrictions.

ARTICLE 11 DISTRESS AND PERSONAL INFORMATION

- 11.01 Notwithstanding any rights of distress available at law, the Landlord agrees that it shall not levy distress upon, seize, or otherwise interfere with any records or materials in the Tenant's possession that contain personal information, including, without limitation, personal health information as defined in the *Personal Health Information Protection Act, 2004* (Ontario).
- 11.02 If the Landlord exercises a right of distress, it shall first consult with the Tenant to verify the location of any records or materials containing personal information and shall ensure that no possession of, seizure of, or interference with such records occurs.

ARTICLE 12 EARLY TERMINATION

- 12.01 If, at any time during the Term or any renewal thereof, the Tenant determines, in its sole discretion, that it is unable to obtain necessary program funding to continue its activities at the Premises, the Tenant may terminate this Lease by providing the Landlord with one hundred twenty (120) days' prior written notice.
- 12.02 Upon such termination by the Tenant:
- a) This Lease shall terminate on the date specified in the Tenant's notice (the "Early Termination Date"), and the Tenant shall deliver vacant possession of the Premises to the Landlord in accordance with the provisions of this Lease without

indemnity or penalty payable or any other recourse by one party to or against the other;

b) The Tenant shall remain responsible for all Rent and any other amounts owing under this Lease up to and including the later of (i) the Early Termination Date or (ii) the date on which the Tenant delivers vacant possession of the Premises to the Landlord in accordance with the Lease; and

c) Following the Early Termination Date, neither party shall have any further obligation or liability to the other under this Lease, except for obligations that accrued prior to the Early Termination Date or that expressly survive termination.

12.03 The Landlord and the Tenant may terminate this Lease at any time during the Term or any renewal thereof by mutual written agreement. Such termination shall be effective on the date specified in the written agreement, and neither party shall have any further obligations or liabilities to the other under this Lease, except for those that accrued prior to the date of termination or that expressly survive termination.

ARTICLE 13 DEFAULT AND REMEDIES

13.01 The Landlord shall have the right to re-enter the Premises and terminate this Lease if:

a) Any Rent or other payment due under this Lease remains unpaid for fifteen (15) days following its due date, after receiving written notice thereof from the Landlord.;

b) the Tenant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or a receiver is appointed over the Tenant's assets;

c) the Tenant breaches any of its obligations under this Lease and fails to remedy such breach within fifteen (15) days after receiving written notice thereof from the Landlord.

13.02 Upon termination of this Lease pursuant to Article 13.01:

a) The Rent for the then-current month and the Rent for the two (2) months next ensuing shall immediately become due and payable; and

b) The Landlord may recover from the Tenant all damages, losses, and costs resulting from the early termination, including reasonable legal fees and costs.

13.03 The Landlord's rights and remedies under this Lease are cumulative and are in addition to, and not in substitution for, any other rights or remedies available to it at law or in equity.

13.04 If the Tenant remains in possession of the Premises after the expiry of the Term or any renewal thereof without entering into a new written agreement and without objection by the Landlord, the Tenant shall be deemed to be a month-to-month tenant upon the same terms and conditions set out in this Lease (except as to

duration), and the monthly Rent shall be equal to the amount payable during the last month of the Term. Either party may terminate the month-to-month tenancy by providing not less than ninety (90) days' prior written notice to the other party.

- 13.05 The Landlord shall not be liable for any injury, loss, or damage suffered by the Tenant or its employees, agents, invitees, or licensees on or about the Premises, except to the extent such injury, loss, or damage is caused by the negligence or willful misconduct of the Landlord or any person for whom the Landlord is responsible at law.
- 13.06 Neither party shall be liable for any delay or failure in the performance of its obligations under this Lease (except for the Tenant's obligation to pay Rent and the Landlord's obligation to pay any amounts under this Lease) if such delay or failure is due to causes beyond its reasonable control, including, without limitation, acts of God, government orders or restrictions, pandemics, epidemics, strikes, lockouts, labor disputes, civil disturbances, natural disasters, or other events of force majeure. The time for performance of such obligations shall be extended for the duration of the delay.

ARTICLE 14 GENERAL PROVISIONS

- 14.01 **Notices** – Any notice, demand, request, consent or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given if delivered in person, sent by registered mail or email (with confirmation of delivery), addressed as follows:

To the Landlord: The Corporation of the Municipality of Thames Centre
4305 Hamilton Road, Dorchester, ON N0L 1G3

To the Tenant: Victorian Order of Nurses for Canada – Ontario Branch

Head Office
2315 St. Laurent Blvd., Suite 100
Ottawa ON K1G 4J8
Attn: General Legal Counsel

or to such other address as either party may from time to time designate by written notice to the other.

- 14.02 **Electronic Execution** – This Agreement may be executed and delivered by electronic means, including email transmission of a scanned signature page or electronic signature that complies with the requirements of the *Electronic Commerce Act, 2000* (Ontario). Such signature shall be deemed to be original and binding upon the party so executing.
- 14.03 **Legal Advice Acknowledgement** – Each party acknowledges that it has read and understood the terms of this Lease and has had the opportunity to obtain independent legal advice prior to execution. The parties agree that no provision of

this Lease shall be interpreted against a party solely by reason of such party having drafted or proposed such provision.

- 14.04 **Entire Agreement** – This Lease and the attached Schedule(s) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written.
- 14.05 **Amendments** – No amendment or waiver of this Lease shall be binding unless in writing and signed by both parties.
- 14.06 **Governing Law** – This Lease shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties submit to the exclusive jurisdiction of the courts of Ontario.
- 14.07 **Severability** – If any provision of this Lease is held invalid or unenforceable, such invalidity shall not affect the validity or enforceability of the remaining provisions.
- 14.08 **Time of the Essence** – Time shall be of the essence in this Lease and every provision hereof.
- 14.09 **Surrender of Premises** – Upon expiration or earlier termination of this Lease, the Tenant shall vacate the Premises, remove all of its personal property and trade fixtures (unless otherwise agreed), repair any damage caused by such removal in accordance with the terms of this Lease, and return the Premises to the Landlord in accordance with the terms of this Lease.

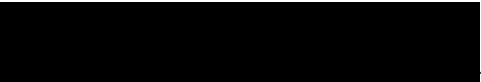
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SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

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

June 6, 2025

Date:


Heather MacArthur
Associate Vice President, Home and
Community Care

We/I have authority to bind the Corporation.

**THE CORPORATION OF THE MUNICIPALITY OF
THAMES CENTRE**

Date:

Sharron McMillan
Mayor

Jana Nethercott
Director of Legislative Services/Clerk

We have authority to bind the Municipal Corporation.

