

THIS AGREEMENT made in triplicate this ____ day of _____, 2021

B E T W E E N:

THE CORPORATION OF THE CITY OF BRANTFORD
(the “City”)

-and-

THE CORPORATION OF THE COUNTY OF BRANT
(the “County”)

Child Care Services

WHEREAS the City is the designated service system manager for the provision of Child Care Services for the geographical areas of the City of Brantford and the County of Brant, pursuant to section 2 of O.Reg 138/15 under the Child Care Act;

AND WHEREAS section 7 of O.Reg 138/15 of the Child Care Act sets out proportion of costs to be shared in any funding agreement between the City, as service system manager, and the Minister;

AND WHEREAS sections 13 and 14 of O.Reg. 138/15 states that where a service area includes more than one municipality, the apportionment shall be pursuant to an agreement entered into by the municipalities or, in the absence of an agreement, pursuant to an award given pursuant to arbitration;

Ontario Works

AND WHEREAS the City is the designated delivery agent for the provision of assistance to residents of the City of Brantford and the County of Brant, pursuant to section 1 and Schedule 1 of O.Reg 136/98 under the Ontario Works Act;

AND WHEREAS sections 3-5 of the Ontario Works Act identify two forms of assistance, as follows:

- (a) Employment assistance, being assistance to help a person to become and stay employed, including:
 - (i) Community participation; and
 - (ii) Other employment measures, as prescribed; and
- (b) Basic financial assistance, which includes:
 - (i) Income assistance provide for purposes of basic needs and shelter;
 - (ii) Benefits; and
 - (iii) Emergency assistance.

AND WHEREAS pursuant to sections 51, 53, and 54 of the Ontario Works Act, the prescribed cost under the OWA will be shared by Ontario and municipalities, in accordance with the regulations; and further that a municipality required to pay on account of a delivery agent’s cost, shall make such payment on demand;

AND WHEREAS section 7(1) of O.Reg. 135/98 states that Ontario’s contribution shall be equal to 100% of the assistance costs incurred by the delivery agent and 50% of the reasonable costs of administration, as approved by the Director (as defined in the OWA);

AND WHEREAS section 13.1 and 13.2 of O.Reg. 135/98 states that municipalities of a designated geographic area may enter into an agreement under which the assistance costs and the costs of administration are apportioned among them;

Housing

AND WHEREAS the City is the designated service manager for the provision of housing services for the geographical areas of the City of Brantford and the County of Brant, pursuant to section 6 and Schedule 2 of O.Reg 367/11 under the Housing Services Act;

AND WHEREAS section 111 of the Housing Services Act provides for the apportionment of housing costs by a municipal service manager if there is a municipality within the service manager's service area that does not form part of the service manager for municipal purposes;

AND WHEREAS section 111 of O.Reg 367/11 provides that a municipal service manager's housing costs may be apportioned between the municipal service manager and a municipality within the service manager's service area by an agreement among them;

Social Programs and Operations

AND WHEREAS the City administers a variety of programs and operations in the field of social services which benefits the City and the County;

AND WHEREAS section 20(1) of the Municipal Act states that a municipality may enter into an agreement with another municipality to jointly provide, for their joint benefit, any matter which they both have the power to provide within their own boundaries; and further, section 20(2) of the Municipal Act provides that the municipality may provide the matter in accordance with the agreement anywhere that either of the municipalities has the power to provide the matter;

Cost-Sharing

AND WHEREAS the City and the County are parties to a cost-sharing agreement governing various "county-wide" services, which is undated but from the year 2002 (the "**Cost-Sharing Agreement**"), section 5 of which addresses child care services, section 6 of which addressed Ontario Works, and section 8 of which addresses social housing;

AND WHEREAS the City and the County desire to terminate such portions of the Cost-Sharing Agreement; and to enter into a new agreement governing the administration and implementation of the Services and to apportion the Costs;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the covenants, rights, and obligations as contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Article 1 - INTERPRETATION

1.1. Definitions In this Agreement,

"Acts" collectively means the Child Care Act, the Ontario Works Act, and Housing Services Act;

"Agreement" means this agreement;

"Approved Budget" means the City Approved Budget, or if the City Approved Budget is referred for dispute resolution in accordance with Article 6, the budget that is determined by dispute resolution;

"Budget Variance" has the meaning contemplated in section 4.7;

"Business Day" means a day other than a Saturday, Sunday or any other day on which Brantford City Hall or County of Brant municipal offices are not open for the transaction of domestic business during normal business hours;

"Child Care Act" or "CCA" means the *Child Care and Early Years Act, 2014*, S.O. 2014, c.11, Schedule 1, and all regulations thereunder;

“Child Care and Early Years Programs and Services” means programs and services that relate to (a) the provision of child care; or (ii) are part of the Early Years program;

“Child Care Services” means the services set out in section A3 of Schedule A and such other services that The Corporation of the City of Brantford may provide as the designated service system Manager pursuant to the Child Care Act;

“City” means The Corporation of the City of Brantford”;

“City Approved Budget” has the meaning ascribed to it in section 4.3;

“Committee” means the Social Services Committee constituted pursuant to the Committee By-law;

“Committee By-law” has the meaning ascribed to it in section 3.1;

“Cost-Sharing Agreement” has the meaning ascribed to it in the preamble;

“Council” means the elected council, composed of councilors and a mayor, of a municipality, and **“Councils”** means City Council and County Council;

“County” means The Corporation of the County of Brant;

“Costs” means the costs of providing the Services, as further described in section 4.8;

“Draft Budget” has the meaning ascribed to it in section 4.1;

“Early Years Program” means the early years programs and services as set out in the Child Care Act;

“Effective Date” means the first day of the first month following the Execution Date;

“Execution Date” means the date this Agreement is fully signed by both Parties;

“GM” means the General Manager of Community Services and Development, or such alternate title as may be prescribed to the position;

“Housing Services” means the services set out in section A7 of Schedule A and such other services that The Corporation of the City of Brantford may provide as the designated service manager pursuant to the Housing Services Act;

“Housing Services Act” or “HSA” means the *Housing Services Act, 2011*, S.O. 2011, c.6, Schedule 1, and all regulations thereunder;

“Initial Term” has the meaning ascribed to it in section 2.1;

“Municipal Act” means *Municipal Act, 2001*, S.O. 2001, c.25, and all regulations thereunder;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56 and all regulations thereunder;

“Ontario Works Act” or “OWA” means the *Ontario Works Act, 1997*, S.O. 1997, c.25, Schedule A, and all regulations thereunder;

“Ontario Works Services” means the services set out in section A5 of Schedule A and such other services that The Corporation of the City of Brantford may provide as the delivery agent pursuant to the Ontario Works Act;

“Party” means either the City or the County and **“Parties”** means both of them;

“**Services**” means the Child Care Services, the Ontario Works Services, the Housing Services, and the SPO Services, all as further described in Schedule A;

“**SPO Services**” means services related to special programs and operations, includes the services set out in section A9 of Schedule A and such other services as may be approved by the Committee; but SPO Services do not include services which would otherwise constitute Child Care Services, Ontario Works Services, or Housing Services;

“**Term**” has the meaning ascribed to it in section 2.1;

- 1.2. **Including** Wherever the words “include”, “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” are not considered to set forth an exhaustive list.
- 1.3. **Hereof** The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions are construed as referring to this Agreement in its entirety and not to any particular section or portion of it.
- 1.4. **Headings** The division of this Agreement into articles and sections, schedules, and other subdivisions are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.
- 1.5. **Singular, Gender** Words importing the singular number include the plural and *vice versa*. Words importing the masculine gender include the feminine and neuter genders, and words importing persons include firms and corporations and *vice versa*.
- 1.6. **Currency** Unless otherwise expressly specified, all dollar amounts in this Agreement, including the symbol “\$”, refer to Canadian currency.
- 1.7. **Recitals** The recitals in this Agreement are true and correct, and form part of this Agreement.
- 1.8. **Relationship** Nothing in this Agreement creates an employment relationship between the Parties. The Parties are at all times to be considered independent contractors. Furthermore, nothing contained in this Agreement constitutes or is deemed to create a partnership, joint venture or principal and agent relationship between the City and the County.
- 1.9. **Jurisdiction** This Agreement and the rights of the Parties are governed by the laws of the Province of Ontario and the laws of Canada (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.
- 1.10. **No Contra Proferentem** The provisions of this Agreement have been mutually prepared by the Parties and each Party has had the opportunity to consider each and every term in this Agreement (which the Parties consider reasonable and valid) and to obtain Independent Legal Advice. Should any aspect of this Agreement be brought before a judicial or quasi-judicial hearing, this Agreement will be read, reviewed, and interpreted without regard to *contra proferentem*, and that the rule *contra proferentem* does not apply with respect to the interpretation of this Agreement.
- 1.11. **Severability** If any covenant or obligation in this Agreement or the application thereof is, to any extent, declared be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and each covenant and obligation in this Agreement is separately valid and enforceable to the fullest extent permitted.

- 1.12. **Sole Agreement** This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated and cancels and supersedes any prior understandings, agreements, negotiations and discussions, written or oral, between the Parties. Other than as expressly contained in this Agreement, the Parties are not bound by any representations, collateral agreements, warranties, terms, undertakings, understandings or conditions (whether express or implied).
- 1.13. **Amendment** This Agreement may not be amended, supplemented or otherwise modified in any respect except by written instrument executed by both Parties.
- 1.14. **By Reference** All references to any document (including this Agreement) mean such document, as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified, includes all schedules and exhibits attached thereto.
- 1.15. **Idem** Any reference in this Agreement to all or any part of any manual, statute, regulation, by-law or Council resolution, unless otherwise stated, is a reference to that manual, statute, regulation, by-law or Council resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.
- 1.16. **Calculation of Time** Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- 1.17. **Conflict** In the case of conflict among any of the contract documents, such conflict will be resolved by the following priority of documents, where the higher document takes priority over a lower document:
 - (a) This Agreement not including any schedules or documents incorporations by reference;
 - (b) Schedule A to this Agreement;
 - (c) Schedule B to this Agreement; and
 - (d) Schedule C to this Agreement.
- 1.18. **Priority** Nothing contained in this Agreement will require a Party to perform any act which would be in contravention of legislation, regulation, or provincial requirement, including contractual requirements.
- 1.19. **Schedules** The following schedules form part of this Agreement:

Schedule “A”	Services
Schedule “B”	Funding Schedule for Capital Housing Costs
Schedule “C”	Lease Agreement

Article 2 - TERM, TERMINATION, and AMENDMENT OF PRIOR AGREEMENT

- 2.1. **Term** The term of this Agreement shall commence on the Effective Date and run for a minimum period of four (4) years (“**Initial Term**”). However, this Agreement shall be a continuing agreement and shall not terminate on the mere passage of time, but may be terminated by either Party at any time after the expiration of the Initial Term by providing written notice of termination. Such notice of termination shall identify a termination date which is at least one year from delivery of such notice.
- 2.2. **Revocation By-law** Should the City adopt a by-law after the Initial Term which has the effect of revoking or amending the scope, procedures, responsibilities or existence of the Committee as contained in the Committee By-law, this Agreement shall terminate upon the effective date of such revocation By-law.

- 2.3. **Termination as a result of Breach** Where a Party is in breach of this Agreement, the other Party may terminate this Agreement upon at least 14 days written notice of their intention to terminate this Agreement provided that:
- (a) the terminating Party has given the breaching Party notice of the breach, the remedial action necessary to address such breach, and the time period in which the breach must be resolved (which shall not be less than 30 days); and
 - (b) the time period set out in the notice of breach has elapsed and the breach has not been remedied.
- 2.4. **Significant Change Review** In the event of a significant change to the Services, either Party may request a review of this Agreement during the Term of this Agreement. A significant change may include, but is not limited to (a) a change in legislation, regulation, or direction of the Province which represents a material change to the Services; or (b) an increased download of responsibility by the Province. In the event of a review, should the Parties be unable to reach a mutually agreeable resolution, then either Party may terminate this Agreement, upon sixty days written notice.
- 2.5. **Upon Termination** Upon termination of this Agreement:
- (a) Each Party shall provide the other Party with access to any property, as may be reasonably requested, including, but not limited to, systems, records, data, information and material in the possession or control of, or owned by the City as may be required to ensure the continued effective administration and delivery of the Services to each of the areas within the City's and County's boundaries; and
 - (b) the Parties will work collaboratively together to transition the Services to a delivery model where each municipality provides the Services to the residents under their individual jurisdictions, and to resolve any and all outstanding matters including financial matters.
- In the event of a dispute between the parties in respect to matters arising from the termination of this Agreement, then Article 6 of this Agreement applies.
- 2.6. **Amendment of Cost-Sharing Agreement** The Cost-Sharing Agreement is hereby amended by deleting sections 5, 6, and 8 thereof in its entirety.

Article 3 - SOCIAL SERVICES COMMITTEE

- 3.1. **Committee By-law** The City will present to City Council for adoption, a by-law (or amending by-law, as the case may be) to create (or amend) the Committee in accordance with City procedures; and to delegate the authorizations and directions to the Committee as contained in this Agreement ("**Committee By-law**"). The Committee By-law shall be presented to City Council for adoption within sixty days of the Effective Date, or such further period of time as may be mutually agreed; but in any event not prior to the Effective Date.
- 3.2. **If Committee By-law not Adopted** Should the City not present the Committee By-law or should City Council, neglect or decline to adopt the Committee By-law, this Agreement shall be deemed void ab initio.
- 3.3. **Scope of Committee** The Committee shall be a City standing committee. The Committee's scope of responsibilities is: (a) to discuss, consider, advise and make recommendations to the City Council concerning the Services that may come before it, in advance of City Council making decisions on such matters; (b) to take action on such matters as are lawfully delegated to it by the City's by-laws and policies; and (c) to take such other steps not inconsistent with this Agreement that the Committee reasonably considers necessary to carry out its mandate, being the governance and oversight of the Services.
- 3.4. **Specific Duties of Committee** Without limiting the generality of the scope and mandate contained in section 3.3, the Committee is hereby authorized and directed to:
- (a) Monitor and report on compliance with all laws which apply to the provision of the Services or its operations, which may include but is not limited to the Acts, MFIPPA, and the Municipal Act;

- (b) comply with all City approved policies, practices or procedures;
 - (c) recommend the Draft Budget for approval, in accordance with section 4.1, 4.2 and 4.3;
 - (d) advise the Councils of Budget Variances, in accordance with section 4.7;
 - (e) provide minutes of its meetings to the Clerks of the Councils for information;
 - (f) establish and recommend to City Council service levels for the operations of the Services;
 - (g) monitor service levels and report to the Councils whether operations are exceeding or failing to achieve the established service levels;
 - (h) recommend to City Council appropriate policies, principles, procedures and roles to guide and enhance the administration, provision, or governance of the Services;
 - (i) provide oversight of such adopted policies, principles, procedures and roles related to the Services;
 - (j) discuss, consider and advise on strategic planning for the future of the Services;
 - (k) understand, assess, and address risks in terms of likelihood and magnitude of impact;
 - (l) make recommendations regarding the apportionment of funding amongst the various discretionary benefits pursuant to the Ontario Works Act;
 - (m) receive, at least annually, a detailed report about the current level of service being provided to all City and County residents.
 - (n) monitor and report on progress of the effectiveness of policies and response strategies; and
 - (o) such further duties, responsibilities and authority as are specifically delegated to the Committee in this Agreement.
- 3.5. **Composition of Committee** The Committee shall be composed of equal representation by the City and the County with exactly:
- (a) six members of City Council (which may include City Mayor), to be selected by City Council, in accordance with their standard practices, or as they may determine from time to time, and upon their selection, to be appointed to the Committee by City Council; and
 - (b) six members of County Council appointed by County Council (which may include the County Mayor), in accordance with their standard practices, or as they may determine from time to time.
- 3.6. **Chair/Vice-Chair** A Chair and a Vice-Chair of the Committee shall be appointed by the Committee from amongst the members of the Committee, for such term as determined by the Committee, but shall cease to hold such office should the officer cease to be a Committee member.
- 3.7. **Voting Rights** All Committee members, including the Chair and Vice-Chair, shall have equal voting rights.
- 3.8. **Meetings** The Committee shall meet no less frequently than quarterly, but may meet on such more frequent basis as determined by the Committee, or otherwise at the call of the Chair.
- 3.9. **Council Consideration** City Council will consider the recommendations of the Committee.

Article 4 - BUDGET and APPORTIONMENT

- 4.1. **Committee Recommendation of the Budget** The Committee will prepare and recommend a draft budget to the Councils for the Services for the following calendar year (“**Draft Budget**”). Such recommendation of the Draft Budget, including appropriate breakdowns and detail, shall be delivered to the City and the County no later than October 1st of each calendar year. Should the Committee fail to provide a recommended Draft Budget on or before October 1st, the prior year’s approved budget shall be deemed to be the Draft Budget. Any amendment of the Draft Budget pursuant to this Article, shall, upon approval by the Committee, be deemed to thereafter be the Draft Budget.

- 4.2. **County Council Review of Draft Budget** The Draft Budget will be presented to County Council on or before October 31st, at which time County Council may approve the Draft Budget in principle, or identify questions, comments, or concerns with the Draft Budget. Notice of County Council's approval or questions, comments, or concerns are to be sent to the City by November 1st, failing which the County will be deemed to have approved the Draft Budget in principle.
- 4.3. **City Council Review of Draft Budget** The Draft Budget and notification of the County position, determined in accordance with section 4.2, will be presented to City Council on or before November 30th, except in an election year, when the Draft Budget and notification of the County position, determined in accordance with section 4.2 will be presented to City Council on or before the 30th day of the following January. Upon presentation of the Draft Budget, City Council may either approve or amend (and approve) the Draft Budget, after given consideration to the County's position, and such budget will thereafter be known as the "**City Approved Budget**".
- 4.4. **Delivery of City Approved Budget** The City Approved Budget will be forwarded to County Council, as soon as reasonably possible, but in any event no later than December 1st, except in an election year where the City Approved Budget will be forwarded no later than the following January 31st. Both Councils will thereafter include the applicable allocations of the City Approved Budget in their regular budget process.
- 4.5. **Budget not approved by County Council** If the City Approved Budget either (a) does not match the Draft Budget as approved by County Council; or (b) does not, in the opinion of County Council, address the concerns raised by County Council pursuant to subsection 4.2, County Council may elect to refer the matter for dispute resolution in accordance with Article 6, as long as notice is provided to the City within 60 days of receipt of the City Approved Budget. In the event that the County elects to refer the matter for dispute resolution, the Parties will operate under the City Approved Budget until it is amended or confirmed through the dispute resolution process, subject only to section 5.7(b).
- 4.6. **Request for Extension** In the case of extraordinary or unusual circumstances, either Party may request an extension of the timelines set out in sections 4.1-4.5.
- 4.7. **Budget Variance** The Committee will, on a semi-annual basis, review the Approved Budget with year-to-date totals, and provide a variance report to the Councils, to be included in their Committee minutes. Such variance report, will minimally include the following information:
- (a) The estimated amount of the total variance by service;
 - (b) The reason for the variance;
 - (c) Any measures that will be taken to reduce or eliminate the total annual variance; and
 - (d) Any other information necessary for a comprehensive understanding by the Councils of the impact to their budgets or to the Services.
- 4.8. **Determination of Costs** For purposes of this Agreement the costs of providing the Services (the "**Costs**") shall include:
- (a) **Ontario Works Services**
 - (i) The municipal portion of the assistance costs, as determined in accordance with the Ontario Works Act, if any;
 - (ii) The municipal portion of any discretionary benefits, as determined in accordance with the Ontario Works Act, if any;
 - (iii) The municipal portion of the costs of administration, as determined in accordance with the Ontario Works Act, if any; and
 - (iv) Costs of administration, operations, and management, including both operating and capital costs, related to the provision of the Ontario Works Services to the extent not otherwise captured by subsection 4.8(a);
 - (b) **Housing Services**
 - (i) The service manager's housing costs (including: (i) the costs incurred or to be incurred by the service manager in administering and funding transferred housing projects, in accordance with the Housing Services Act; and (ii) the

- amount allocated to the City (as service manager) as payable to the province), in accordance with the Housing Services Act;
- (ii) Except to the extent captured by section 4.8(b)(i), development and capital costs of social housing projects initiated and constructed by the City, as approved in the Approved Budget, or as agreed to by the County; and
 - (iii) Costs of administration and operations, and management, including both operating and capital costs, related to the provision of the Housing Services to the extent not otherwise captured by subsection 4.8(b);
- (c) **Child Care Services**
- (i) Costs of administration and operations, including both operating and capital costs, related to the provision of Child Care Services, to the extent not funded by the province; and
- (d) **SPO Services**
- (i) Costs of administration and operations, including both operating and capital costs, related to the provision of the SPO Services, to the extent that such costs are (A) not already captured by subsections 4.8(a)-(c); or (B) not funded by an alternate source, including other levels of governments, grants, or other subsidies;
 - (ii) Such other costs as may be recommended by the Committee in support of the Services, and as approved by City Council; and
 - (iii) Such other costs as may be contained in the Approved Budget.
- 4.9. **Apportionment of Costs** Subject to Schedule B, the Costs of the Services shall be apportioned between the City and the County by multiplying the Costs by the quotient obtained when the Party's Population is divided by the total Population; where "Population" means the number of persons residing in the City and the County as determined by the Municipal Property Assessment Corporation in accordance with their latest data as of June 30th in the calendar year prior to the calendar year in question.
- 4.9.1 **Phase-In First Three Years** The Parties acknowledge that this Agreement will result in a significant increase in costs to the County as compared to previous years. As a result, and notwithstanding section 4.9, the increased amount, as determined in the first year, will be phased-in over a three year period, in accordance with the following:
- "New County Amount" means the full County apportioned amount calculated in accordance with this Agreement;
- "Prior County Amount" means the County apportioned amount in the full calendar year immediately prior to the year of the Effective Date;
- Year 1 of the Initial Term – The County will pay the Prior County Amount plus 1/3 of the New County Amount;
- Year 2 of the Initial Term – The County will pay the Prior County Amount plus 2/3 of the New County Amount; and
- Year 3 of the Initial Term – The County will pay the New County Amount.
- 4.10. **Revised Apportionment** Upon the expiry of the Initial Term, the apportionment of costs shall be reviewed by the Parties to assess whether such apportionment should be amended. If the Parties agree on a revised apportionment of costs, such revision shall be reflected by an agreement to amend this Agreement. Should the Parties fail to agree on a revised apportionment, such matter may, in the discretion of either Party, be referred for dispute resolution, in accordance with the terms of this Agreement. In the absence of an agreement to amend this Agreement, or the matter being referred to dispute resolution, the apportionment set out in this Agreement shall continue to govern.
- 4.11. **Payments** The County will pay to the City, on an annual basis, in arrears, a sum equal to:
- (a) The County's apportionment of the Costs (as calculated in accordance with sections 4.8-4.10, as the case may be); and
 - (b) The County's contribution on account of housing capital costs, calculated in accordance with Schedule "B".

The City Treasurer and County Treasurer may agree on alternate frequency (and calculation of amount based on frequency) of payments.

- 4.12. **Audit** Not later than 120 days after the end of each calendar year and not later than 120 days after the termination of this Agreement, the City will provide the County with a draft annual statement accounting for the annual revenues and Costs earned and incurred in the preceding calendar year. Such statement shall be in such form and style and contain such details and breakdowns as may be reasonably required. No later than 180 days from the end of the preceding year, the City shall provide the County with a final annual statement of accounting. The County Treasurer may request confirmation of the statements provided, with a signed opinion of a chartered accountant qualified to practice in the Province of Ontario, by requesting a copy of the City's year-end audited financial statements, as approved by Council. The cost of providing such statements shall form part of the Costs.
- 4.13. **Reconciliation** Upon receipt of the audit statement or report, pursuant to section 4.12, the Parties will reconcile payments made pursuant to this Agreement, such that an appropriate adjustment will be made from City to County, or County to City, as the case may be, with respect to any overpayments or underpayments during the previous year. Any additional payment therefor due from County to City shall be made within 30 days of receipt of such auditor's statement or report, and any overpayment shall be refunded to the County, either by, at the City's option, payment to the County within 30 days of such notice, or by a credit against the next recurring installment which is payable to the City pursuant to section 4.11.
- 4.14. **First Payment** Notwithstanding anything contained in this Agreement, it is expressly acknowledged and agreed that payments from the County will commence in and for the 2022 budget year. Such payments include the apportionment of Costs and any applicable reconciliation, as set out this Article, as well as the funding of Growth Costs, as set out in Schedule B.

Article 5 - PROVISION OF SERVICES and OTHER RESPONSIBILITIES

- 5.1. **Provision of Services** The City will provide the Services for the benefit of residents in the jurisdictions of the City and the County, in accordance with Schedule A.
- 5.2. **Submission to Province – Ontario Works Services** Pursuant to 13.2(2) of O.Reg.135/98 under the Ontario Works Act, the City, as delivery agent, will provide a copy of this Agreement to the Minister of Community and Social Services forthwith after its Execution Date.
- 5.3. **Employees** All employees relating to the provision of the Services shall be employees of the City. The City is solely responsible for the management of employees, including recruitment, hiring, supervision, discipline and termination.
- 5.4. **WSIB** The City is responsible for ensuring a safe work environment and is responsible for any and all claims pursuant to the under the *Workplace Safety Insurance Act, 1997*, as may be required, and will strictly observe and fulfill all occupational health and safety standards and requirements in the provision of the Services.
- 5.5. **Recruitment of GM/Collective Bargaining** Notwithstanding section 5.3, the City will invite the County Chief Administrative Officer, or his designate, to:
- (a) participate in the recruitment of the GM, as may occur from time to time; and
 - (b) to assist the City with negotiations for collective bargaining.
- 5.6. **GM Obligations** The City will ensure that the GM, or designate, attends any County Council meetings to answer questions regarding the provision of the Services, upon the County providing at least 7 days' notice of its request to have the GM attend. This Agreement shall serve as notice of the County request to have the GM attend all County Council meetings where the Draft Budget is being presented. The City will ensure that

the GM is knowledgeable of all matters regarding the Services so that the GM is reasonably able to answer any questions posed about the Services.

- 5.7. **Administration and Delivery of Service** Notwithstanding anything which may be contained in this Agreement, the City shall, at all times, remain responsible for the administration and delivery of the Services. In administering and delivering such the Services, the City shall:
- (a) Provide such portions of the minutes of City Council meeting to the County Clerk as relate to matters referred by the Committee, or otherwise addressing, affecting or impacting the Services; and
 - (b) in the event that the City Approved Budget is referred to dispute resolution, pursuant to section 4.5, then until the dispute resolution process is completed, the City will not, unless mandated by the Acts, proceed with new or increased expenditures (where ‘new’ means expenditures not existing in the prior year’s Approved Budget and ‘increased’ means expenditures for a line item which is in excess of the prior year’s Approved Budget) if such new or increased expenditures exceeds the sum of \$100,000.00;
- 5.8. **Contracting Out** Where the City proposes the contracting out of some or all of the Services, the following conditions shall be satisfied:
- (a) The City shall follow generally accepted procedures or its policy and procedures relating to the acquisition of services;
 - (b) The City shall ensure that the documents provide that where it is alleged that the City or its contractor has breached any term, condition or standard of this Agreement, the City has the right to withhold or withdraw its consent;
 - (c) Documents shall include a provision requiring the prospective contractor to disclose any real or perceived conflict of interest;
 - (d) The contract shall provide that the person or organization performing the contract will perform the work to the same standard as required of the City under this Agreement and the City shall take whatever steps are reasonably necessary to ensure that applicable standards are met;
 - (e) The contract shall be for a definite term and may be subject to renewal as long as the applicable standards under this Agreement are being met;
 - (f) The City shall ensure that there is an effective process in place to deal with complaints against the contractor and the City will respond to such complaints directly;
 - (g) The contract shall contain a provision requiring the contractor to adhere to the same confidentiality standards required of the City;
 - (h) Persons providing services pursuant to such contract must perform all aspects of the contract to ensure consistency and continuity in the administration of justice; and
 - (i) The City shall ensure that an effective contingency plan is in place to address any situation where the contractor or its employees fail to comply with any term, condition or standard of this Agreement.
- 5.9. **County Consent** The consent of the County is required for the contracting out of services under this Agreement; and such consent is deemed to have been given where the process followed by the City has met all of the following:
- (a) all of the conditions set out in section 5.8;
 - (b) any requirements of the province, as may be prescribed by legislation or regulation; and
 - (c) notice is provided to the County.
- 5.10. **Lease from County** In order to facilitate outreach to social services clients residing in the County, the City will lease office space from the County in the Brant Community Health Hub on commercially reasonable terms, and substantially in accordance with the terms and conditions as set out in Schedule C.
- 5.11. **County Services** The City will develop and implement a suite of programs and services to increase the level of Services offered to residents in the small urban and rural environments of the County and present it to the County, which will include reasonable

- in-person outreach services in the County. The County will make County facilities available to accommodate this outreach activity.
- 5.12. **Future Housing Sites** The City will dialogue with the County, at the staff level, about other sites in the County which may be appropriate for future affordable housing projects.
- 5.13. **Pending Housing Projects** Without limiting any other housing projects, the City will proceed with the following capital housing projects with targeted timeframes as follows:
- (a) Phase 2 of the Trillium Heights Project (located at 170 Trillium Way, Paris, ON), being a 50-unit mixed use affordable housing project on or before March 1, 2022 subject to satisfaction of the following conditions:
 - (i) finalization of an agreement with the County regarding a contemplated contribution arrangement or other agreement; and
 - (ii) County transfers the requisite lands to the City on or before January 31, 2022, pursuant to a land exchange agreement (which is still to be finalized);
 In the event that the conditions in subsections 5.13(a)(i) and (ii) are not satisfied, then the revised timeline shall be the expiration of three months following satisfaction of the conditions;
 - (b) By the expiration of five (5) years of the date of execution of this Agreement, Phase 2 of the Russell Heights project in St. George (located at 50 High Street, St. George, ON), being a 35 unit mixed use affordable housing project, subject to finalization of appropriate agreements governing the City as project manager on County property; funding agreements with the City as Service Manager (if applicable); and other agreements as may be necessary or appropriate.
- 5.14. **Assumption of Russell Heights** Upon the request of the County, the City will assume the management of the Russell Heights Affordable Seniors Housing Facility (located at 50 High Street, St. George, ON), upon execution of a property management agreement, which will include the following terms:
- (a) The City is strictly a property manager, and will not assume:
 - (i) an ownership transfer to the City;
 - (ii) the liabilities of the facility; nor
 - (iii) any obligations with respect to capital improvements of the facility, including but not limited to HVAC, roof, and other infrastructure.
 - (b) A reporting structure between the City as property manager and the County as owner;
 - (c) A process through which revenues will be collected and expenses will be paid, including payment of the City's costs for property management services, payment of the County's costs for capital improvements, payment for 3rd party services for maintenance and other activities, and creating and sustaining a capital reserve for future capital needs; and
 - (d) The costs of the property management services will become part of the Housing Services and the costs related thereto will be apportioned in accordance with this Agreement.
- 5.15. **First Refusal** Before the City may sell any of the below listed properties to a third party, the City shall first offer such property or properties to the County in accordance with section 5.16;
- (a) Sunrise Villa, 11 Park Avenue, Burford
 - (b) Trillium Way, 170 Trillium Way, Paris
 - (c) Walker's Green, 33 Main Street, Paris
 - (d) Willow Street, 40-50 Willow Street, Paris
- 5.16. **Terms of Offer** The terms of any offer, as set out in section 5.15, will be in accordance with the following:
- (a) the City's then standard terms for the sale of City property which terms shall respect and abide by the County's First Right of Refusal as stipulated above;
 - (b) the purchase price shall be equal to an appraised value, such appraisal having been obtained by the City;
 - (c) The offer shall be open for acceptance for a minimum of one County Council meeting cycle ;

- (d) The closing date shall be 90 days after the acceptance date but can be extended upon mutual agreement; and
 - (e) The property is sold “as is”.
- 5.17. **Registered on Title** The County shall register the right of first refusal as set out in section 5.15 on title, at the County’s cost, in a manner that is mutually agreed upon by the Parties’ respective legal counsel.
- 5.18. **No Restriction** Nothing contained in this Agreement has the effect of limiting the rights or the obligations of the City or the County, which either may have or be subject to pursuant to the Acts.

Article 6 - DISPUTE RESOLUTION

- 6.1. **Dispute Resolution** In the event that the Councils are unable to agree upon any matter covered by this Agreement, including but not limited to matters considered by the Committee, matters not presented to the Committee, matters relating to the Approved Budget, or other matter affecting the Services, the disagreement shall:
- (a) in the first instance, be referred to the City/County Liaison Committee for discussion, or any other such joint Committee as jointly determined by City Council and County Council, and such committee may make recommendations to City Council and County Council for approval;
 - (b) in the second instance, if resolution of the dispute is not effected following discussion by the City/County Liaison Committee or such other joint committee contemplated in paragraph (a) above, it shall be referred to a joint meeting of the City Council the County Council;
 - (c) in the third instance, if resolution of the dispute is not effected following a joint meeting of City Council and County Council, or if the dispute arises with respect to the interpretation of this Agreement, it shall be referred to mediation, with a mediator as agreed upon by both the City Council and County Council with the costs to be shared equally between the City and the County; and
 - (d) in the final instance, if City Council and County Council are unable to agree upon a mediator, or if the dispute is not resolved through mediation, it shall be referred to binding arbitration pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended, with any decision resulting from such arbitration to be final, and with the costs of arbitration to be determined by the arbitrator(s) with the intention that the costs shall generally follow the result in the case.

Article 7 - NOTICE

- 7.1. **Notice** Whenever notice is required to be given, such notice must be in writing and delivered personally, mailed by prepaid mail, or sent by facsimile. A notice or other document so sent is deemed to have been given,
- (a) if delivered personally, on the date of such delivery and receipt;
 - (b) if transmitted by facsimile, on the Business Day following the day of sending such notice or document; and
 - (c) if mailed, on the fifth (5th) Business Day following the day such notice or document was deposited in a post office or public letter box.
- 7.2. **City Contact** Where notice is to be provided to the City, such notice will be delivered to:
- The Corporation of the City of Brantford
City Hall, 100 Wellington Square
Brantford, ON N3T 2M2
Attention: City Clerk
Fax: 519-759-7840
- 7.3. **County Contact** Where notice is to be provided to the County, such notice will be delivered to:

The Corporation of the County of Brant
26 Park Avenue
P.O. Box 160
Burford, ON N0E 1A0
Attention: County Clerk
Fax: 519-449-2454

- 7.4. **Contact Change** Either Party may change their contact information, from time to time, by written notice given to the other Party in accordance with this Article 7, and upon receipt of such notice, the receiving Party will thereafter rely on that contact information as if it has been inserted in sections 7.2 or 7.3 hereof, as the case may be.

Article 8 - GENERAL

- 8.1. **Confidentiality** The Parties, and their its employees, elected officials, servants or agents may or will be made party to confidential information. The Parties are responsible for the maintenance of confidentiality at all times, and bear responsibility for any breach of confidentiality under this Agreement.
- 8.2. **MFIPPA** The Parties are subject to MFIPPA with respect to access to, and the protection of, information under their custody and control. The Parties also acknowledge that the Acts may prescribed additional obligations or authorities with respect to the use, disclosure, and protection of information collected.
- 8.3. **Compliance with Laws** The Parties will promptly comply with all laws, ordinances and lawful orders and regulations issued by any federal, provincial, municipal or other agency having jurisdiction, including but not limited to obtaining any and all applicable licenses or permits.
- 8.4. **Counterparts** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and both of which together constitutes one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page to the other Party by facsimile transmission and such transmission constitutes delivery of an executed copy of this Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such later date as may be specified by the sending Party as part of such transmission. Notwithstanding the foregoing, either Party may demand a fully executed single copy of this Agreement.
- 8.5. **Successors and Assigns** This Agreement and everything in it is binding upon and enures to the benefit of and is binding on the Parties, and their respective successors, heirs, administrators, executors, legal representatives, and permitted assigns. Neither party may assign, transfer or otherwise dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, which may be unreasonably withheld. Any assignment made without such consent is void and of no effect.
- 8.6. **Time** Time is of the essence.
- 8.7. **Force Majeure** Notwithstanding any other provision of this Agreement, in the event that either Party is delayed, hindered, or prevented from the performance of any act required hereunder, by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, pandemic, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act is postponed for a period of time equivalent to the time lost by reason of such delay.
- 8.8. **Waiver of Rights** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement is effective only if it is in writing and signed by the Party giving it, and delivered in accordance with Article 7, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to

exercise, and no delay in exercising, any right under this Agreement operates as a waiver of such right. No single or partial exercise of any such right precludes any other or further exercise of either Party’s rights.

8.9. **Survival** All obligations of each Party shall expressly or by their nature survive termination or expiry of this Agreement and continue in full force and effect subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

IN WITNESS WHEREOF the Parties have affixed their corporate seals duly attested by the hands of their proper officers in that behalf.

In the case of the City, signed this ____ day of _____, 2021

**THE CORPORATION OF THE
CITY OF BRANTFORD**

Name:
Title:

Name:
Title:

In the case of the County, signed this ____ day of _____, 2021

**THE CORPORATION OF THE
COUNTY OF BRANT**

Name:
Title:

Name:
Title:

Schedule A Services

A1. **Definitions** In this Schedule,

“Affordable Housing Program” means the affordable housing program, which includes but is not limited to the B-Home program (down payment assistance), the Rental Housing program (geared to the increase in new rental housing stock), Rent Supplement Program (which provides the differential between the market rent charged by a landlord and the amount of affordable rent an individual is able to pay, as calculated by the service manager), and the Ontario Renovates program (funding eligible repairs, renovations, and accessibility modifications for low to moderate income homeowners), and other and which is administered pursuant to one or more of the following agreements:

- (a) the Canada-Ontario Affordable Housing Program (COAHP), operated pursuant to the following agreements, copies of which have been provided to the County:
 - (i) Affordable Housing Program, Community Rental Housing Pilot, between the City and Her Majesty the Queen in right of Ontario, as represented by the Minister of Public Infrastructure Renewal, dated July 28, 2004;
 - (ii) COAHP, Homeownership Component, between the City and Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing, dated August 27, 2008
- (b) the Canada-Ontario Affordable Housing Program – Extension (COAHP-E), Renovation and Retrofit, operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing, dated September 8, 2009, as amended, a copy which has been provided to the County;
- (c) the Investment in Affordable Housing Program (IAH), operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, dated January 13, 2012, as amended, a copy which has been provided to the County;
- (d) the Investment in Affordable Housing Program Extension (IAH-E), operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, dated November 21, 2014, as amended, a copy which has been provided to the County;
- (e) the Strong Communities program, operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, dated August 20, 2004, as amended, a copy of which has been provided to the County; and
- (f) the Canada-Ontario Community Housing Initiative (COCHI) and the Ontario Priorities Housing Initiative (OPHI), operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, dated September 23, 2019, as amended, a copy of which has been provided to the County.

“CHPI” means the community homelessness prevention initiative, being a program operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing dated December 17, 2012, as amended, a copy of which has been provided to the County;

“Community Capacity Building Project” means the program to provide community services to children and families involved with, or at risk of being involved with the child protection system, being a program operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Children, Community and Social Services dated April 1, 2020, as amended, a copy of which has been provided to the County;

“Home for Good” means the home for good program, operated pursuant to an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Housing, dated October 30, 2017, as amended, a copy of which has been provided to the County;

“Local Housing Corporation” or “LHC” means the Brant and Brantford Local Housing Corporation, incorporated on December 14, 2000, bearing Ontario Corporation No. 2000546; and which is solely owned by The Corporation of the City of Brantford, but owns housing stock which is operated as part of the Housing Services;

“Housing Master Plan” means the Brantford-Brant Municipal Housing Master Plan Initiative which was presented and received by City Council on October 2, 2019;

“Task Force” means a City task force which was created in November of 2019, named the Housing Partnerships Task Force (and commonly called the Mayors’ Housing Task Force, or the Mayors’ Housing Partnerships Task Force, or the Mayors’ Task Force on Housing), and was composed of City representatives, County representatives, and various community stakeholders, in order develop partnerships and develop a task force action plan; and which task force was disbanded in January 2021;

“Municipal Non-Profit Housing Corporation” or “MNP” means the Brantford Municipal Non-Profit Housing Corporation, incorporated by Letters Patent on April 29, 1983, bearing Ontario Corporation No. 545480;

“Reaching Home” means the reaching home program, operated pursuant to an agreement between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Employment and Social Development Canada, signed March 26, 2019 and March 15, 2019, respectively, as amended, a copy of which has been provided to the County;

“SSRF” means the social services relief fund, being a component of CHPI, whereby there are four phases, the first being an allocation pursuant to a Letter of Agreement between the City and the Ministry of Municipal Affairs and Housing, dated April 1, 2020, phase 2 was a business case approach, with funding released in December, 2020, and Phases 3 and Phase 4 were allocations, copies of all relevant documents having been provided to the County;

“Task Force Action Plan” means the action plan developed by the Mayors’ Task Force on Housing, which was adopted by City Council in January, 2021;

- A2. **Principles** The City shall ensure that the Services are provided in a manner which is consistent with the following principles:
- (a) Provision of Services will be fair and impartial;
 - (b) Persons providing the Services will be qualified and competent;
 - (c) Processes to provide Services will be adopted and implemented with transparency and integrity;
 - (d) Provision of Services will be rendered promptly and efficiently; and
 - (e) Enquiries and complaints from residents about the provision of Services will be addressed promptly and effectively.
- A3. **Child Care Services** The Child Care Services may include some or all of the following services, in accordance with section A4:
- (a) Complete such applications, reports, or other documents reasonably necessary to maximize subsidies, grants, and funding from either or both the provincial and federal governments;
 - (b) Collect, protect, and share information in accordance with the CCA and MFIPPA, as may be applicable;
 - (c) Develop, implement, monitor and review a Child Care and Early Years Programs and Services plan;
 - (d) Determine eligibility of applicants to receive financial assistance;
 - (e) Develop and administer local policies respecting the operation of child care and early years programs and services;
 - (f) Administer the delivery of financial assistance provided by the Minister pursuant to the CCA;

- (g) Assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable;
- (h) Establish, administer, operate and fund Child Care and Early Years Programs and Services;
- (i) Provide financial assistance for eligible persons who are charged fees in respect of licensed child care, authorized recreational and skill building programs and extended day programs;
- (j) Fund and provide financial assistance for other programs and services that provide or support temporary care for or supervision of children;
- (k) Provide assistance to persons who operate Child Care and Early Years Programs and Services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;
- (l) Evaluate and assess the impact of public funding;
- (m) and
- (n) Such other matters as may be required or permitted pursuant to the Child Care Act.

A4. **Child Care Services - Standards** The Child Care Services will be provided:

- (a) in accordance with the Child Care Act;
- (b) in a manner consistent with the purpose of the CCA, as set out in section 1 thereof, namely, to foster the learning, development, health and well-being of children and to enhance their safety; and
- (c) in a manner consistent with provincial interests, as set out in section 49 of the CCA, namely that there be a system of child care and early years programs and services that,
 - i. is focused on Ontario's children and families;
 - ii. promotes the health, safety and well-being of children;
 - iii. provides high quality experiences and positive outcomes for children with a provincial framework to guide pedagogy;
 - iv. includes knowledgeable, self-reflective and qualified professionals and staff, including members of the College of Early Childhood Educators;
 - v. responds to communities' needs by,
 - (1) providing services both for families who receive financial assistance for child care and for families who do not receive such financial assistance,
 - (2) providing a range of service options to support parents who are part of the workforce, such as options that address varied working hours and arrangements, and
 - (3) providing centre-based and home-based options for families in relation to the receipt of licensed child care;
 - vi. respects equity, inclusiveness and diversity in communities and the particular qualities of but not limited to,
 - (1) Aboriginal, First Nations, Métis and Inuit communities;
 - (2) Children with disabilities;
 - (3) Francophone communities; and
 - (4) Urban, rural, remote and northern communities;
 - vii. Provides for strong and sustainable partnerships among the Province, service system managers and others in the community;
 - viii. Is coordinated with other community and human services;
 - ix. Is flexible and able to adapt to local circumstances;
 - x. Supports the social and economic well-being of Ontarians;
 - xi. Ensures appropriate accountability for public funding;
 - xii. Supports the transition from child care and early years programs and schools to school;
 - xiii. Approaches pedagogy in child care and early years programs and services in a manner that supports the transition from child care and early years programs and schools to school; and
 - xiv. Addresses any other aspect prescribed by the regulations.

- A5. **Ontario Works Services** The Ontario Works Services may include some or all of the following services, in accordance with section A6:
- (a) Determine eligibility of applicants to receive assistance;
 - (b) Appoint persons to act for recipients;
 - (c) Provide assistance to eligible recipients or third parties on behalf of recipients;
 - (d) Recover overpayments;
 - (e) Conduct internal reviews and manage appeals to the Social Benefits Tribunal;
 - (f) Implement decisions of the Social Benefits Tribunal;
 - (g) Manage appeals to the Divisional Court and such further judicial appeals, as may arise;
 - (h) Collect, protect, and share information in accordance with the Ontario Works Act and MFIPPA, as may be applicable;
 - (i) Establish a local fraud control unit;
 - (j) Designate persons as family support workers;
 - (k) Apply the prescribed policy statements (O.Reg.564/05) in the interpretation and application of the OWA;
 - (l) Submit such applications, reports, or other documents reasonably necessary to maximize subsidies, grants, and funding from the provincial or federal government;
 - (m) Contract for emergency hostel services;
 - (n) Such other matters as may be required or permitted pursuant to the Ontario Works Act.
- A6. **Ontario Works Services - Standards** The Ontario Works Services will be provided:
- (a) in accordance with the Ontario Works Act; and
 - (b) in a manner consistent with the purpose of the OWA, as set out in section 1 thereof, namely:
 - i. to recognize individual responsibility and promote self-reliance through employment;
 - ii. to provide temporary financial assistance to those most in need while they satisfy obligations to become and stay employed;
 - iii. to effectively serve people needing assistance; and
 - iv. to be accountable to the taxpayers of Ontario.
- A7. **Housing Services** The Housing Services may include some or all of the following services, in accordance with section A8:
- (a) Complete such applications, reports, or other documents reasonably necessary to maximize subsidies, grants, and funding from either or both of the provincial and federal governments;
 - (b) Develop, implement, monitor and review the plan to address housing and homelessness;
 - (c) Develop and maintain an access system for providing assistance related to housing and homelessness in its service area;
 - (d) Carry out measures to meet the objectives and targets relating to housing needs, in accordance with the housing and homelessness plan;
 - (e) Establish, administer and fund housing and homelessness programs and services;
 - (f) Administer a coordinated access by-name list for supportive housing and conduct enumeration of persons who are homeless;
 - (g) Make available to the public such information as prescribed;
 - (h) Determine eligibility and priority of applicants;
 - (i) Provide assistance to eligible recipients, including rent-geared to income assistance and special needs housing;
 - (j) Apply any prescribed policy statements in the development of the housing and homelessness plan;
 - (k) Monitor the operations of designated housing projects and providers, and manage issues as they arise;
 - (l) Provide subsidies to providers operating designated housing or homelessness projects;
 - (m) Conduct audits and investigations of providers operating designated housing or homelessness projects;
 - (n) Manage funding received from the province and other levels of government;

- (o) Develop a system for dealing with reviews requested from households or housing providers;
- (p) Collect, protect, and share information in accordance with the Housing Services Act and MFIPPA, as may be applicable;
- (q) Such other matters as may be required or permitted pursuant to the Housing Services Act.

A8. **Housing Services - Standards** The Housing Services will be provided:

- (a) in accordance with the Housing Services Act;
- (b) in a manner consistent with the purpose of the HSA, as set out in section 1 thereof, namely:
 - i. to provide for community based planning and delivery of housing and homelessness services with general provincial oversight and policy direction; and
 - ii. to provide flexibility for service managers and housing providers while retaining requirements with respect to housing programs that predate the HAS and housing projects subject to those programs; and
- (c) in a manner consistent with the provincial interest, as set out in set out in section 4 of the Housing Services Act, namely that there be a system of housing and homelessness services that:
 - i. is focused on achieving positive outcomes for individuals and families;
 - ii. addresses the housing needs of individuals and families in order to help address other challenges they face;
 - iii. has a role for non-profit corporations and non-profit housing co-operatives;
 - iv. has a role for the private market in meeting housing needs;
 - v. provides for partnerships among governments and others in the community;
 - vi. treats individuals and families with respect and dignity;
 - vii. is co-ordinated with other community services;
 - viii. is relevant to local circumstances;
 - ix. allows for a range of housing options to meet a broad range of needs;
 - x. ensures appropriate accountability for public funding;
 - xi. supports economic prosperity; and
 - xii. is delivered in a manner that promotes environmental sustainability and energy conservation.

A9. **SPO Services** The SPO Services may include any or all of the following services:

- (a) Administration and implementation of the Affordable Housing Program;
- (b) Administration and implementation of CHPI;
- (c) Administration and implementation of the Community Capacity Building Project;
- (d) Administration and implementation of Home for Good;
- (e) Implementation and review of the Housing Master Plan and the Task Force Action Plan;
- (f) Administration and implementation of the Reaching Home program;
- (g) Administration and operation of the SSRF program;
- (h) Developing and constructing municipally owned social housing projects, to the extent not forming part of Housing Services;
- (i) Operating, managing, and maintaining municipally owned social housing projects, to the extent not forming part of Housing Services;
- (j) Operating the housing resource centre, to the extent not forming part of Housing Services;
- (k) Operating and providing services to or for the benefit of the Local Housing Corporation;
- (l) Operating and providing services to or for the benefit of the Municipal Non-Profit Housing Corporation;
- (m) Complete such applications, reports, or other documents reasonably necessary to maximize subsidies, grants, and funding from the provincial or federal government, as approved by the Committee;
- (n) The administration and operation of the program governing funerals, burials and cremations, to the extent not captured as part of the Ontario Works Services;

- (o) Such other matters as may be recommended by the Committee, and following receipt of feedback or input by County, if any, which City Council shall consider in its determination, is approved by City Council; and
 - (p) Such other matters as may form part of the Approved Budget.
- A10. **SPO Services – Standards** The SPO Services will be provided:
- (a) in the case where the program is governed by an agreement with another level of government, in accordance with the terms of such agreement;
 - (b) in the case of developing, constructing or operating municipally owned social housing projects, in a manner that is consistent with the standards that are:
 - i. applied to Housing Services, as may be applicable; and
 - ii. used by a prudent owner of social housing projects, to the extent that is reasonable and appropriate;
 - (c) in the case of City programs, in accordance with:
 - i. the terms set out by the Committee; and
 - ii. City practices and policies;
- A11. **Service Exceptions - Acts** Notwithstanding sections A3, A5, and A7, the Child Care Services, Ontario Works Services, and Housing Services are discretionary to the extent that they are discretionary within the Acts; and the lists contained in this Schedule A do not by the inclusion in this Schedule A create an obligation to provide such Services to the extent that they are not mandatory pursuant to one or more of the Acts.
- A12. **Service Exceptions – SPO Services** Notwithstanding section A8, the programs are intended to be Services for the life of the program and not necessarily for the entire Term.
- A13. **Additional Programs** This Agreement does not prohibit the City or the County from developing and implementing, at their own costs, programs and services which do not form part of the Services, or in addition to the Services being rendered.

Schedule B
Funding Schedule for Capital Housing Costs

B1. **Definitions** In this Schedule B,

“**Estimated Growth Costs**” means cumulatively, and in parts, the sum of \$105 million dollars, which is estimated, in 2020 dollars, to be required to construct or otherwise obtain 506 additional units (as determined to be required pursuant to the Task Force Action Plan) over a ten year period;

“**Actual Growth Costs**” means the amount which is actually incurred to obtain the additional 506 units, as identified in the Housing Master Plan (as defined in Schedule A);

“**Government Contribution**” means the funding which upper levels of government will provide towards the Estimated Growth Costs

B2. **Government Contribution** The City and the County anticipate that upper levels of government will provide Government Funding to enable the creation of the 506 additional units which the Task Force Action Plan determined was required.

B3. **Estimated Municipal Portion of Estimated Growth Costs** Based on housing programs in 2020, it was estimated that the municipal portion of the Estimated Growth Costs would be approximately \$55 million dollars. Furthermore, based on the cost-sharing apportionment in place in 2020, it was estimated that the County’s share of that municipal portion would be approximately \$15,125,000.00, which is calculated based on population.

B4. **Funding the Estimated Growth Costs** In addition to the County’s apportionment of the Costs, as referenced in Article 4 of this Agreement, the County will commit funding of \$15,125,000 towards the Estimated Growth Costs, commencing in the fall of 2021 and the County’s contribution will be remitted to the City as the units are built.

B5. **Unit Calculation** In each instance, the City and the County will discuss what the County’s contribution will be to a contemplated housing project, and will enter into a mutually agreeable contribution agreement. However, in the event that the City and the County are unable to agree on a contribution agreement, then the County’s contribution will reflect its proportional share as referenced under section 4.9 of the Agreement (but not including any phase in, as described in section 4.9.1) of the municipal portion of the Actual Growth Costs for the contemplated housing project.

Further, the County’s contribution shall be limited to the County’s total estimated contribution as described in clause B4 above and subject to cost pressures and other inflationary factors as set out in clause B6 below. Should the County’s total estimated contribution be exhausted through expenditures for housing projects, the County is not obligated to make further contributions; however, the County reserves the right to determine and potentially make additional contributions above and beyond the total estimated contribution, if warranted and at the sole discretion of the County.

B6. **Calculating Actual Growth Costs** Notwithstanding anything contained in this Schedule B, it is expressly acknowledged and agreed that the contents of this Schedule B are intended as a means of funding the Estimated Growth Costs only, without accounting for any costs of land acquisition or other inflationary factors. It is therefore expressly acknowledged and agreed that nothing contained in this Schedule B shall be interpreted as requiring the County to make contributions above and beyond the limit of the amount payable and subject to cost pressures as referenced above by the County as their apportioned share of the Actual Growth Costs.

B7. **Additional Units** The City and the County may agree to increase the target number of units above the 506 units contemplated in the Housing Master Plan (as defined in Schedule A). In the event of such agreement, the City and County may agree to apply the terms of this Schedule B to such additional units *mutatis mutandis*, or by such other funding terms as they may mutually agree.

- B8. **Equity** Subject to section B10, in each instance where the County contributes to the capital costs of a housing project, the City will make available for transfer to the County, ownership of the housing project equal to their proportionate contribution to the whole facility. For instance, in the event of a new facility, if the County contributes one third of the municipal costs, then they will receive one third ownership; alternatively, in the case of expanding an existing facility, if the County pays one hundred percent of the municipal costs to double the size of an existing facility, then the County will receive fifty percent ownership. Any such transfer will occur within six months of final completion, be on an 'as is' basis, without representations or warranties, and at the County's cost.
- B9. **Property Management Agreement** In any instance where the City is transferring any ownership of a housing facility to the County, in accordance with section B9, the City and the County will first enter into a mutually agreeable property management agreement to address issues of management, maintenance, repair and future capital expenses. The City and the County may develop such agreement with regard to the existing property management arrangements currently in place for the John Noble Apartment.
- B10. **Committee Consideration** Any housing project to which this Funding Schedule is to apply, will be presented to the Social Services Committee for consideration.
- B11. **Survival** This Funding Schedule survives expiration of the Agreement.

Schedule C

Lease Agreement

THIS INDENTURE OF LEASE made as of the ____ day of _____, 2021.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter called the "Landlord")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter called the "Tenant")

OF THE SECOND PART;

WITNESSETH AS FOLLOWS:

ARTICLE 1 - BASIC TERMS

1.01 Summary of Basic Terms

- (a) (i) **Landlord:** The Corporation of the County of Brant
- (ii) **Address:** 26 Park Avenue, P.O. Box 160, Burford, Ontario N0E 1A0
- (b) (i) **Tenant:** The Corporation of the City of Brantford
- (ii) **Address:** 58 Dalhousie Street, Brantford, ON N3T 2J2
- (c) **Building:** Located at 25 Curtis Avenue North (corner of Curtis Avenue North and Dundas Street East), Paris, Ontario
- (d) **Leased Premises:** Located on the 2nd floor, identified as Suite 203, as described in Subsection 2.01(j).
- (e) **Rentable Area of Leased Premises:** 851 rentable square feet (being 681 usable square feet, with a common area factor of 25%), subject to Section 3.02.
- (f) (i) **Term:** 4 Years, subject to Section 3.04.
- (ii) **Commencement Date:**
The Commencement Date shall be the earlier of (i) thirty (30) days after the Possession Date (as defined below) or (ii) the date the Tenant opens in the Leased Premises (the "**Commencement Date**").

Possession Date:

Delivery of possession shall be deemed to occur on the date when the Leased Premises are delivered to the Tenant with the Landlord's Work described in Schedule "D" substantially completed (the "**Possession Date**"), except for any of the Landlord's Work which must be performed in conjunction with or subsequent to the tenant's work (if any). The Landlord will notify the Tenant thirty (30) days prior to the Possession Date. The Landlord estimates, but does not guarantee, represent or warrant, the Possession Date at approximately December 1, 2021, subject to Section 3.04. The Tenant shall install all required leasehold improvements and fixtures in the Premises ("Fixturing") during the period from the Possession Date to the Commencement Date.

- (iii) **End of Term:** The Term shall terminate on the last day of the one hundred and twentieth (120th) month after the Commencement Date, subject to Sections 3.03 and 3.04.
- (g) **Rent:**
(Section 4.01):
 - (i) **Year 1**
\$ 23,828.00 per annum
\$ 1,985.67 per month
\$ 28.00 per rentable square foot, per annum
 - (ii) **Subsequent Lease Years**
Rent shall increase annually on each anniversary date of the Term by the amount of 1.5% of the annual amount of Rent for the preceding Lease Year.
- (h) **Permitted Use:**
As further described under section 6.01, the Tenant shall use the Leased Premises solely for the purpose of operating a social services program offices.
- (i) **Deposit:** **\$3,971.34** plus HST, in accordance with Section 4.03.
- (j) **Lease Year:** The first Lease Year ends on the last day of the twelfth (12th) month following the Commencement Date. Any subsequent Lease Year ends on the last day of the month that is the 12th month following the start of such Lease Year.
- (k) **Landlord's Work:** Set out in Schedule "D".
- (l) **Special Provisions:** Set out in Schedule "E".
- (m) **Schedules Forming
Part of this Lease:** "A", "B", "C", "D", "E" and "F"

The terms set out above are intended to be only a summary of certain basic terms of this Lease. In the event of any inconsistency between such terms and the terms hereinafter set out in this Lease, the latter shall govern.

ARTICLE 2 - INTERPRETATION

2.01 Definitions

In this lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) **"Additional Services"** means any additional service, utilities and/or supervision provided to the Tenant by the Landlord or by anyone authorized by the Landlord and not otherwise expressly provided for as a standard service under this Lease, including janitorial services within the Leased Premises, adjusting and balancing HVAC, cleaning of carpets, moving furniture, installation or removal of leasehold improvements save and except for any Landlord's Work set out in Schedule "D" hereto, and providing utilities and security for periods in excess of normal business hours established by the Landlord, unless specifically provided in this Lease.

- (b) **"Building"** means the building located at the address set out in Subsection 1.01(c) and illustrated in Schedule "A" annexed to this Lease.
- (c) **"Business Day"** means any day other than a Saturday, a Sunday or a statutory or civic holiday in the Province of Ontario.
- (d) **"Commencement Date"** means the date set out in Subsection 1.01(f) (ii), as such may be varied pursuant to the terms hereof.
- (e) **"Common Areas"** means those areas, facilities, utilities, improvements, equipment and installations inside, adjacent to or outside the Building which serve or are for the benefit of the Building, which do not comprise part of the Leased Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Building, and which include all corridors, hallways, lobbies, elevators and stairwells, all pedestrian walkways and sidewalks, all landscaped and planted areas, the roof and exterior walls of the Building, exterior and interior structural elements and walls of the Building, common lobbies, common terrace, common meeting rooms and community room and kitchen, common waiting alcoves, common washrooms and family rooms and showers, all parking and loading areas and all entrances and exits thereto and all structural elements thereof, all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, mail, storage, service and janitorial rooms, fire prevention, security and communication systems, and generally all areas forming part of the Lands and Building which do not constitute rented or rentable premises.
- (f) **"Event of Default"** has the meaning set out in Section 12.01.
- (g) **"Lands"** means the lands at Dundas Street East and Curtis Avenue North and illustrated in Schedule "A" annexed to this Lease and all rights and easements which are or may hereafter be appurtenant thereto.
- (h) **"Lease"** means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof.
- (i) **"Lease Year"** shall mean initially the period commencing on the Commencement Date and ending on the date set out in Subsection 1.01(j); and thereafter each Lease Year shall consist of a period of twelve (12) consecutive months commencing on the first date of such Lease Year, provided that the last Lease Year of the Term shall in any event end on the expiry date of the Term. The Landlord may change the Lease Year from time to time.
- (j) **"Leased Premises"** means that portion of the Building illustrated in Schedule "B" annexed hereto, as identified in Subsection 1.01(d) and having the Rentable Area as set out in Subsection 1.01(e), and all rights and easements appurtenant thereto.

- (k) **"Mortgage"** means any mortgage (including, without limitation, a deed of trust and/or mortgage securing bonds or a debenture) of anyone, or more of, or any part of, the Lands, the Building, and/or the Landlord's interest in this Lease, from time to time, whether made or assumed by the Landlord.
- (l) **"Mortgagee"** means the holder of any Mortgage from time to time.
- (m) **"Public Health Emergency"** means an emergency need for health care services to respond to a disaster, significant outbreak of an infectious disease, bioterrorist attack or other significant or catastrophic event.
- (n) **"Rent"** means includes all sums payable by the Tenant under this Lease, including the annual rental amount required to be paid by the Tenant under Subsection 4.01 of this Lease, and including any and all other sums of money or charges required to be paid by the Tenant under this Lease (other than Rental Taxes as hereinafter defined), whether or not the same are designated "Rent" or whether or not the same are payable to the Landlord or otherwise. For greater clarification the parties hereto agree that this is a gross lease, and is inclusive of realty taxes, Building maintenance, property insurance, hydro, water and gas, except as otherwise provided herein this Lease.
- (o) **"Rentable Area"** means the aggregate of (A) all floor area within the exterior walls of such premises calculated by measuring to the glass line in permanent outer building walls and to the finished surface of the corridor side of the corridor partitions and to the centre line of demising partitions, without deduction for columns and projections necessary to the Building, and (B) a share of the area of Common Areas located in the Building (excluding stairs and elevator shafts supplied by the Landlord for use in common with other tenants, and flues, stacks, pipe shafts or vertical ducts with their enclosing walls).
- (p) **"Rental Taxes"** means any and all taxes or duties imposed upon the Landlord or the Tenant measured by or based in whole or in part upon the Rent payable under the Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, harmonized sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing.
- (q) **"Term"** means the period specified in Subsection 1.01(f)(i) and any additional period during which the Landlord shall accept rent as provided in this Lease.

2.02 Number, Gender

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons shall include firms and corporations and vice versa.

2.03 Effect of Headings, Etc.

The division of this Lease into Articles and Sections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

2.04 Governing Law

This Lease shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable laws of Canada.

2.05 Severability

If any article or section or part or parts of an article or section in this Lease be illegal or unenforceable it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Landlord and the Tenant as though such article or section had never been included in this Lease.

2.06 Entire Agreement

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out or incorporated by reference herein and that this Lease constitutes the entire agreement duly executed by the parties hereto, and the parties further acknowledge that no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

ARTICLE 3 - DEMISE AND TERM

3.01 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Leased Premises. Save and except for any Landlord's Work set out in Schedule "D" hereto, the Tenant accepts the Leased Premises on an "as is" basis.

3.02 Measurement

The Landlord may arrange for the Rentable Area of the Leased Premises to be measured in accordance with the 2017 BOMA standards for medical office buildings as of the date of this Lease and, if done, the Rent will be adjusted in accordance with the measured area, as of the date of the measurement. The Landlord will advise the Tenant in writing of the area measurement. If the Landlord does not arrange for such measurement, the Rentable Area of the Leased Premises shall be deemed to be the area set out in Subsection 1.01(e). The Landlord shall recalculate the area of the Leased Premises whenever required because of a rearrangement of partitions or other

changed conditions. The Landlord will advise the Tenant in writing of the revised certified area measurement and the parties agree to be bound thereby.

3.03 Term

The Term shall commence on the Commencement Date, run for the period set out in Subsection 1.01(f)(i) and end on the date set out in Subsection 1.01(f)(iii).

3.04 Delay in Possession

Should the Tenant be delayed in taking possession of the Leased Premises on the scheduled Possession Date for any reason of any Landlord's Work or other work to be undertaken by the Landlord not being completed, then and only then shall the Possession Date and the Commencement Date (and the payment of Rent) be postponed for the same number of days that the Tenant is so delayed in taking possession of the Leased Premises. The Tenant hereby acknowledges and agrees that such postponement of the Possession Date and the Commencement Date (and the payment of Rent) shall be full settlement for any claims it might have against the Landlord for being delayed in its taking possession of the Leased Premises.

3.05 Overholding

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Leased Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on sixty (60) days' notice. Rent shall be payable in advance on the first day of each month equal to the sum of 150% of the monthly instalment of Rent payable during the last year of the Term, determined in the same manner as if the Lease had been renewed and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

ARTICLE 4 - RENT

4.01 Covenant to Pay

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that this is a gross lease. The Tenant covenants and agrees to pay from and after the Commencement Date to the Landlord at the address set out in Section 1.01(a) or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefore and without any deduction, abatement or set-off whatsoever as annual Rent, the annual sum(s) set out in Subsection 1.01(g) hereof in equal monthly instalments in advance, on the first day of each and every month during the Term. If the Term commences on any day other than the first or ends on any day other than the last day of the month, rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a pro rata basis and payable on the first day of the partial month.

4.02 Post-Dated Cheques

The Landlord may at any time, and from time to time, require the Tenant to provide to the Landlord either (a) a series of monthly post-dated cheques, each cheque in the amount of the monthly instalment of Rent or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

4.03 Deposit

Tenant shall deliver within five (5) Business Days of execution of this Lease a negotiable cheque payable to the Landlord in the amount of \$3,971.34 plus HST (being approximately two (2) month's Rent) to be deposited and held without interest and applied against the first and the last months' Rent due under this Lease.

4.04 Above-Normal Utilization

If there are special circumstances within the Leased Premises causing utilization of any service or utility in excess of that reasonably expected for the use of the Leased Premises, the Landlord may, in its sole discretion, designate a professional engineer to review such above-normal utilization and determine the extent thereof and, upon such determination and delivery of a copy of the engineer's report to the Tenant, the Landlord may, if such report so indicates, require the Tenant to pay as additional rent such amount as is equal to such above-normal utilization as long as such utilization shall continue. The Tenant shall pay to the Landlord, as long as such utilization shall continue, the amount as had been determined by the Landlord, in its sole opinion and in accordance with the engineer's report to be attributable to such above-normal utilization. The Tenant shall also pay to the Landlord as additional rent, any extra insurance costs if applicable, resulting from such above-normal utilization.

4.05 Rental Taxes

The Tenant shall pay to the Landlord any and all taxes or duties imposed upon the Landlord or the Tenant measured by or based in whole or in part upon the Rent payable under the Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, harmonized sales tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing. The amount of Rental Taxes payable shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at the same time as the amounts to which such Rental Taxes apply are payable under the terms of the Lease or at such other time or times as required by the applicable legislation. Rental Taxes shall be deemed not to be Rent, but the Landlord shall have all of the same remedies for and rights of recovery of such amount as it has for recovery of Rent.

4.06 Rent Past Due

If the Tenant shall fail to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate

of one and one-half (1.5%) percent), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.

ARTICLE 5 - CONTROL AND OPERATION OF BUILDING BY LANDLORD

5.01 Building Operation and Repair

The Landlord will operate, maintain and repair the Building, its heating equipment and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance in accordance with normal property management standards for a similar building in the vicinity. For greater certainty:

- (a) The Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein;
- (b) The Landlord shall at its own expense promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof, interior concrete slab floors and exterior walls, provided that any such repairs necessitated as a result of any willful, careless or negligent act or omission of the Tenant his agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible shall be at the cost of the Tenant.

The Landlord or Landlord's agents shall have the right to enter the Leased Premises upon reasonable notice provided that the times of entry do not interfere with the business of the Tenant if possible to make such repairs, alterations, improvements or additions to the Leased Premises as the Landlord may deem necessary or desirable, and the Landlord shall have the right to make changes and additions to the pipes, conduits and ducts in the Leased Premises where necessary to serve other premises. The Rent payable under the Lease shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruptions or otherwise. Such repairs, alterations, improvements or additions shall be done so as to minimize disruption and not hinder the Tenant's use of the Leased Premises. Should such repairs, alterations, improvements or additions render the Leased Premises unusable for the purpose leased by the Tenant, the Landlord shall negotiate with the Tenant to determine and apply an appropriate abatement.

5.02 HVAC Systems

The Landlord will, subject to the provisions of this Lease, provide sufficient heating and air-conditioning to maintain a reasonable temperature in the Leased Premises at all times during the normal business hours established by the Landlord, except during the failure of supply of any public utility or other similar facility necessary to the operation of the heating and air conditioning systems and except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence. Should the Landlord default in providing heating and air conditioning as aforesaid, it shall not be liable for indirect or consequential damages or damages for personal discomfort or illness. The Landlord shall not be responsible for a lack of

cooling in areas where the Tenant has placed computers, lighting or equipment which may produce an excessive heat gain.

5.03 Public Health Emergency

If the Landlord, acting in good faith, determines that a Public Health Emergency exists:

- (a) the Landlord may amend, supplement or otherwise enforce any existing health emergency rules or regulations in existence, may pass additional Rules and Regulations and may impose restrictions to mitigate or minimize the effect of the Public Health Emergency, such as by controlling access to all or parts of the Building, by imposing sanitizations requirements and/or by implementing health precautions consistent with advice from medical experts or public health officials;
- (b) the Landlord shall not be in default by reason of:
 - (i) anything it does pursuant to Section 5.03(a) above; and
 - (ii) by reason of any decision it makes in good faith in response to the Public Health Emergency;
- (c) the Landlord shall not be liable in contract, tort or on any other basis of liability statutory or otherwise, by reason of any actions, omissions or failure to act in connection with or as the result of a Public Health Emergency; and
- (d) without limitation, if the Landlord, due to a Public Health Emergency acting in good faith, determines that it needs to suspend, reduce, or restrict any Building services, in whole or in part including but not limited to janitorial services, it will not be considered to be in default under this Lease.

5.04 Tenant Requirements

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the rebalancing of the climate control equipment in the Leased Premises, the rebalancing will be performed by the Landlord at the Tenant's expense. The Tenant acknowledges that the climate control may need to be adjusted and balanced, at the Tenant's expense, after the Tenant has fully occupied the Leased Premises.

5.05 Exclusive HVAC Systems

If the heating, ventilating and air-conditioning systems and equipment service the Leased Premises exclusively, the Landlord will repair and maintain same as may be necessary, provided that the cost of such repair and maintenance shall be paid for by the Tenant as additional rent incurred for the exclusive benefit of the Leased Premises.

5.06 Use of Common Areas

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes of those portions of the Common Areas intended for common use by tenants of the Building, provided that such use by the Tenant shall always be subject to such reasonable Rules and Regulations, as described below and as the Landlord may from time to time determine. At times other than during normal business hours the Tenant and the employees of the Tenant and persons lawfully requiring communication with the Tenant shall have access to the Building and to the Leased Premises and use of the elevators only in accordance with the Rules and Regulations and other security requirements of the Landlord. The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right to lease parts of the Common Areas from time to time and to alter the layout or configuration of and/or reduce or enlarge the size of the Common Areas and to make other changes to the Building as the Landlord shall from time to time determine, provided that such leases or alterations do not negatively impair the Tenant's use of the Leased Premises.

5.07 Washrooms

The Landlord covenants to permit the Tenant and the employees, customers and invitees of the Tenant in common with others entitled thereto to use those washrooms in the Building which are not entirely within the premises of another tenant.

5.08 Rules and Regulations

The Tenant and his employees and all persons visiting or doing business with it on the Leased Premises shall be bound by and shall observe the Rules and Regulations attached to this Lease as Schedule "C" and any further and other reasonable Rules and Regulations made hereafter by the Landlord of which notice in writing shall be given to the Tenant and which are of general application to all tenants of the Building and all such Rules and Regulations shall be deemed to be incorporated into and form part of this Lease.

5.09 Building Name

The Tenant covenants not to refer to the Building or location by any name other than that designated from time to time by the Landlord and the Tenant may use the name of the Building for the business address in the proper format for the Tenant but for no other purpose, without prior approval by the Landlord.

5.10 Janitorial Services

The Landlord shall provide such janitorial service to the Common Areas at such intervals as the Landlord determines are reasonable and appropriate for the Building. Such service shall be performed at the Landlord's sole direction without interference by the Tenant. The Landlord shall not be responsible for any act or omission on the part of the person or persons employed to perform such work.

5.11 Additional Services

The Tenant may from time to time be provided with (only to the extent specifically provided for in this Lease) or request Additional Services, and Landlord's charge for such Additional Services (which shall be reasonable having regard to the Landlord's standards for the Building and the project and which, where practical, shall be estimated by the Landlord in advance) plus an administrative fee equal to fifteen (15%) of such charge together with applicable sales taxes, shall be payable by the Tenant within ten (10) days of the delivery of the Landlord's invoice therefore.

ARTICLE 6 - USE OF LEASED PREMISES

6.01 Use of the Leased Premises

The Tenant acknowledges that the Leased Premises will be used solely for the use set out in Subsection 1.01(h) of this Lease and for no other purpose. During the entire Term the Tenant shall continuously, actively and diligently carry on the permitted use herein in the whole of the Leased Premises.

6.02 Observance of Law

The Tenant shall at its own expense comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Leased Premises or the use or occupation thereof, including, without limitation, police, fire and health regulations and requirement of the fire insurance underwriters. Without limiting the generality of the foregoing:

- (a) Where, during the Term, the Tenant has, through its use or occupancy of the Leased Premises, caused or permitted a release of a contaminant at, from or to the Leased Premises, the Tenant shall immediately clean up the Leased Premises, and any affected areas, at the Tenant's expense;
- (b) On the termination of the Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through its use or occupancy of the Leased Premises, it has brought to or created at the Lands or Building.

6.03 Waste and Nuisance

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Leased Premises or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Leased Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business and shall not cause or permit any nuisance in, at, or on, the Leased Premises.

6.04 Medical Waste

The Tenant shall, at its own expense, be responsible for the removal and disposal of medical waste and comply with all laws, by-laws, ordinances, regulations and directives relating thereto. In the event that the Landlord provides facilities and services for the disposal of medical waste,

the Tenant shall be responsible for delivering the medical waste to the Landlord's facilities and shall pay to the Landlord its share (as reasonably determined by the Landlord) of the costs of maintaining such facilities and services.

6.05 Safety of Invitees

The Tenant covenants and agrees to take all reasonable steps to ensure the safety of his agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible and its property while same are in the Leased Premises or located elsewhere on the Lands or in the Building.

ARTICLE 7 - MAINTENANCE, REPAIRS AND ALTERATIONS OF LEASED PREMISES

7.01 Maintenance, Repair and Cleaning of Leased Premises

Subject as herein set out, the Tenant shall at its own expense and cost operate, maintain and keep in good condition and substantial repair, order, condition and cleanliness the Leased Premises and all parts thereof save and except repairs required to be made by the Landlord pursuant to Section 5.01. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Leased Premises and shall meet the requirement of all authorities having jurisdiction and the insurance underwriters.

7.02 Inspection and Repair on Notice

The Landlord, its servants or its agents shall be entitled to enter upon the Leased Premises at any time without notice for the purpose of making emergency repairs and during business hours on reasonable prior written notice for the purpose of inspecting and making repairs, alterations or improvements to the Leased Premises or to the Building, or for the purpose of having access to the underfloor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct), and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants or agents may at any time and from time to time on reasonable prior written notice enter upon the Leased Premises to remove any article or remedy any condition which in the opinion of the Landlord would be likely to lead to cancellation of any policy of insurance. The Landlord, its servants and its agent will take all reasonable precautions and attempt to schedule the work as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Leased Premises. The Tenant shall promptly affect all repairs necessitated by the Tenant's negligence, carelessness or willful misconduct or the negligence, carelessness or willful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

7.03 Repair Where Tenant at Fault

If the Building including the Leased Premises, the elevators, boilers, engines, controls, pipes and other apparatus (or any of them) used for the purpose of heating or air-conditioning the Building

or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the Building or the roof or outside walls or glass or structural elements of the Building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the Building, or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes or other equipment or part of the Building, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant who shall pay the same to the Landlord forthwith on demand.

7.04 Permitted Alterations

The Tenant will not make or erect in or to the Leased Premises any installations, alterations, additions or partitions without submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance, which the Landlord shall not unreasonably withhold (and the Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications). The Tenant will pay the cost to the Landlord of having its architects approve of such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord) but in each case only under written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. Without limiting the generality of the foregoing any work performed by or for the Tenant shall be performed by competent workers whose labour union affiliations are not incompatible with those of any workers who may be employed in the Building by the Landlord, its contractors or subcontractors; the Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the Building, its equipment or services, necessitated thereby.

7.05 Signs

The Tenant shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside of the Building or visible from the outside of the Building. The Landlord may prescribe a uniform pattern of identification signs for tenants and other than such identification sign the Tenant shall not paint, tape, staple, glue, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering or direction on the outside of the Leased Premises or in the windows of the Leased Premises without the written consent of the Landlord. No signs of any kind will be posted by the Tenant within view of the public without prior Landlord approval. Tenant will conform to brand standards of the Landlord for the Building and any application of the name or logo shall be approved by Landlord.

7.06 Construction Liens

The Tenant covenants that he will not suffer or permit during the Term hereof any construction or other liens for work, labour, services or materials ordered by him or for the cost of which he may be in any way obligated to attach to the Leased Premises or to the Building and that whenever and so often as any such liens shall attach or claims or certificates of action therefore shall be filed the Tenant shall within five (5) days after the Tenant has notice of the claim for lien procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law. If the Tenant shall not comply with the foregoing the Landlord, in addition to any other rights or remedies it may have hereunder, may, but shall not be obligated to, cause such claims or certificates to be discharged or vacated by payment to the claimant, payment into court, or otherwise and the Tenant shall pay the Landlord's costs and expenses thereof, together with fifteen per cent on account of the Landlord's overhead and supervision.

7.07 Removal of Improvements and Fixtures

All leasehold improvements shall immediately upon their placement become the Landlord's property without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no leasehold improvements or trade fixtures shall be removed from the Leased Premises by the Tenant either during or at the expiry or earlier termination of the Term except that:

- (a) the Tenant may, during the Term, in the usual course of its business, and at the end of the Term, remove its trade fixtures, provided that the Tenant is not in default under this Lease; and
- (b) the Tenant shall, at its sole cost, remove such of the leasehold improvements as the Landlord shall require to be removed, such removal to be completed on or before the end of the Term.

The Tenant shall at its own expense repair any damage caused to the Building by the leasehold improvements or trade fixtures or such removal. If the Tenant does not remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Leased Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any (i) heating, ventilating or air-conditioning systems, facilities and equipment serving the Leased Premises; (ii) floor coverings; (iii) light fixtures; (iv) suspended ceiling and ceiling tiles; (v) wall and window coverings; and (vi) all partitions within the Leased Premises. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

7.08 Surrender of Leased Premises

At the expiration or sooner termination of this Lease, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Leased Premises in the same condition and

state of repair as the Tenant is required to maintain the Leased Premises throughout the Term and in accordance with its obligations in Section 7.07 hereof.

ARTICLE 8 - INSURANCE AND INDEMNITY

8.01 Indemnity

The Parties will mutually indemnify the other and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, upon or at the Leased Premises, or on the Lands, or in the Building, or the occupancy or use by either parties' use thereof in accordance with this Lease, or due to or arising out of any breach by a Party.

8.02 Loss and Damage

Neither Party shall be liable to the other for any injury or damage to any persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness, or caused by or arising from any interruption or failure in the supply of any utility or service to the Leased Premises or caused by any other cause of whatsoever nature, except to the extent it is even if caused by the negligence or intentional act of a Party.

8.03 Tenant's Insurance

The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect at all times throughout the Term the following insurance:

- (a) General liability insurance insuring all services, operations, activities, maintenance, use and occupation of the Leased Premises as described in this Agreement. The policy will be extended to include bodily injury and property damage, personal injury and advertising liability, premises and operations, products and completed operations, non-owned automobile, owners and contractors protective liability to a limit of not less than five million dollars (\$5,000,000) per occurrence. The policy will cover bodily injury and property damage arising out of heat, smoke and fumes from a hostile fire. The policy shall include a cross liability and severability of interest clause and be endorsed to name the Landlord as an additional insured;
- (b) Broad Form Tenant's Legal Liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence to pay compensatory damages arising from physical injury to or destruction of property caused by an occurrence to the Leased Premises leased to or occupied by the Tenant;
- (c) "All Risks" insurance upon property of every description and kind owned by the Tenant, or for which the Tenant is legally liable. The property insurance will include stock-in-trade, furniture, fittings, installations, alterations, additions, partitions, fixtures

and anything in the nature of a Leasehold Improvements as defined which is located in or about the Leased Premises in an amount of not less than the full replacement cost. The policy will cover the perils of fire, sprinkler leakage (where applicable), earthquake, flood and collapse;

- (d) When applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Leased Premises or relating to or serving the Leased Premises;
- (e) Business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months; and
- (f) Such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee.

8.03.01 Form of Insurance The Tenant shall ensure that all policies of insurance will be written with an insurer licensed to do business in the Province of Ontario. All such insurance shall be with insurers and upon such terms and conditions as the Landlord reasonably approves, and each such policy shall name the Landlord as an additional insured as its interest may appear and in the case of public liability insurance shall contain a provision for cross liability or severability of interest as between the Landlord and the Tenant. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord upon written request, certificates of all such policies. Where applicable, include the Mortgagee as an additional insured and loss payee as their interests may appear. Any deductible amounts will be borne by the Tenant.

8.03.02 Landlord Right The Tenant agrees that if the Tenant fails to take out or to keep in force such insurance or to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord will have the right to take out such insurance and to pay the premium therefor and in such event the Tenant shall pay to the Landlord the amount paid as premium, which payment shall be deemed to be additional rent payable on the first day of the next month following the said payment by the Landlord.

8.03.03 Proof of Insurance Within ten (10) Business Days of the execution of this Agreement, the Tenant shall provide to the Landlord proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer. The Tenant shall deliver to the Landlord certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) Business Days prior to the expiration or replacement of the current policies without demand by the Landlord.

8.04 Building Insurance

The Landlord shall provide and maintain insurance on the whole of the Building against loss, damage or destruction caused by fire and extended perils. The Landlord shall obtain and maintain in force during the Term of this Agreement, at its cost, the following insurance policies:

- (a) General liability insurance insuring its obligations and Additional Services as described in this Agreement. The policy will be extended to include bodily injury and property damage, personal injury and advertising liability, premises and operations, products and completed operations, contractor's protective and contractual liability to a limit of not less than five million dollars (\$5,000,000) per occurrence;
- (b) "All risks" property insurance which shall insure the Building for an amount of not less than the full replacement cost thereof from time to time without deduction for depreciation, against loss or damage by perils now or hereafter from time to time embraced by or defined in a standard all-risk insurance property policy including, but not limited to, fire, explosion, impact by aircraft or vehicles, lightning, riot, vandalism, malicious acts, smoke, leakage from defective equipment, wind storm, hail, collapse, flood or earthquake;
- (c) Broad form boiler and machinery insurance for loss or damage from an accident to an object which is in use or connected ready for use at the Building in an amount not less than the full replacement cost. The policy will cover, but not be limited to, the perils of wind, fire, smoke, combustion explosion, and lightning.

8.04.01 Form of Insurance The Landlord shall ensure that all policies of insurance will: (a) be written with an insurer licensed to do business in the Province of Ontario; (b) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Tenant, (c) contain an undertaking by the insurers to notify the Tenant in writing not less than thirty (30) Business Days prior to any termination or cancellation of coverage unless otherwise required by law and; (d) where applicable, include the Mortgagee as an additional insured and loss payee as their interests may appear. Any deductible amounts will be borne by the Landlord.

8.04.02 Proof of Insurance: Within ten (10) Business Days of the execution of this Agreement, the Landlord shall provide to Tenant with proof of insurance on a certificate of insurance which has been signed by an authorized representative of the insurer. The Landlord shall deliver to the Tenant certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) Business Days prior to the expiration or replacement of the current policies without demand by Tenant.

8.04.03 Change in Requirements If at any time during the term of this Agreement the parties deem it necessary to make any alterations or additions to the insurance requirements due to fluctuations within the insurance market, they may do so by means of a written agreement.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

9.01 Assignment, Subletting

The Tenant shall not assign this Lease, nor sublet all, or any part of the Leased Premises without the prior consent in writing of the Landlord. Any assignee or subtenant may only use the Leased Premises for the Use permitted herein and notwithstanding anything else herein contained the Landlord may unreasonably withhold its consent if the proposed assignee or subtenant contemplates a change in the use of the Leased Premises. No consent to any assignment or subletting shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. If this Lease is assigned or any part of the Leased Premises is occupied by any person other than the Tenant, the Landlord may collect Rent or sums on account of Rent from the assignee, subtenant or transferee, and apply the net amount collected to the Rent payable hereunder but no such assignment, subletting, transfer of possession or collection or the acceptance of the assignee, subtenant or transferee as tenant shall be deemed a waiver of this covenant.

9.02 Landlord's Consent

If the Tenant desires to assign this Lease, or to sublet the Leased Premises, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing, and the Landlord shall, within fifteen (15) Business Days after receipt of all information requested by the Landlord, notify the Tenant in writing either that; (a) the Landlord consents or does not consent, as the case may be, or (b) the Landlord elects to cancel and terminate this Lease if the request is to assign the Lease or to sublet all of the Leased Premises, or if the request is to sublet a portion of the Leased Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease as aforesaid, and so advises the Tenant in writing, the Tenant shall then notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention either to refrain from such assigning or subletting or to accept the cancellation of the Lease (in whole, or in part). Failure of the Tenant to deliver notice to the Landlord within such fifteen (15) day period advising of the Tenant's desire to refrain from such assigning or subletting, shall be deemed to be an acceptance by the Tenant of the Landlord's cancellation of this Lease (in whole, or in part, as the case may be). Any cancellation of this Lease pursuant to this Section shall be effective on the later of the date originally proposed by the Tenant as being the effective date of transfer or the last day of the month-sixty (60) days following the date of the Landlord's notice to cancel this Lease.

9.03 Requests for Consent

Requests by the Tenant to assign this Lease or sublet all, or part of the Leased Premises shall be in writing to the Landlord accompanied with such information as the Landlord may reasonably require and shall include an original copy of the proposed assignment or sublease, as the case may be. Any consent to be given by the Landlord in response to the Tenant's request, shall be conditional, but not limited to, upon the following:

- (a) the liability of the Tenant in fulfilling the terms, covenants and conditions of this Lease shall remain;
- (b) the Landlord shall be satisfied with the financial ability, reputation, and good credit rating and standing of the proposed assignee or subtenant and the ability of the proposed assignee or subtenant to carry on the permitted use;
- (c) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (d) the proposed assignee or subtenant having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease;
- (e) the Tenant paying to the Landlord prior to receiving such consent, an administrative fee in connection with the review by the Landlord and/or its solicitors of the Tenant's request, and for the preparation and review of any documentation in connection therewith; and
- (f) the Tenant paying to the Landlord as additional rent, any profit arising from the rentals paid by the assignee or sublessee, excluding the goodwill or profit on the sale of the Tenant's practice (net of all reasonable costs incurred by the Tenant in connection therewith) earned by the Tenant in assigning this Lease or subletting all or any part of the Leased Premises.

Notwithstanding anything in this Lease to the contrary, the Landlord acknowledges that the Tenant may be desirous of engaging independent associate medical practitioners for the same use as the Tenant, and that the sharing of space within the Leased Premises to any such associate shall not require the Landlord's consent, nor shall such sharing be deemed a breach of the Lease; provided further that the Leased Premises shall not be demised in any such sharing; provided further that the Tenant shall remain solely and fully responsible for its performance under the Lease; and provided further that the Tenant shall remain the primary occupant of the Leased Premises. Any costs associated with such sharing shall be the sole responsibility of the Tenant, including but not limited to the cost of any change to or additional identification signage.

9.04 Corporate / Partnership Ownership

In the event that the Tenant proposes to transfer, or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, any part or all of the corporate shares or partnership interests of the Tenant, so as to result in any change in the present effective voting control of the Tenant by the party or parties holding such voting control at the date of commencement of this Lease, such transaction shall be deemed to be an assignment of this Lease, and the provisions of Article 9 hereof shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or to its lawful representatives, such books and records of the Tenant for inspection at all reasonable times, in order to ascertain whether there has, in effect, been a change in control.

9.05 Additional Meaning of Assignment and Subletting

The terms "assignment" and "subletting" in this Lease shall include the occupation or parting with or sharing possession of all or any part of the Leased Premises by any person, firm, partnership, or corporation, or any group or combination thereof including without limitation, concessions, franchises and licenses. An assignment or transfer shall include an assignment or transfer by operation of law. Notwithstanding anything else herein contained, the Tenant may not mortgage or encumber this Lease, the Tenant's interest herein or the Leased Premises or any part thereof without the Landlord's consent, which consent may be unreasonably withheld.

9.06 No Advertising

The Tenant shall not advertise that the whole or any part of the Leased Premises are available for assignment or sublease and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Leased Premises.

9.07 Assignment by Landlord

In the event of the sale, lease or other transfer by the Landlord of its interest in the Lands or Building or any part or parts thereof and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease.

9.08 Status Certificate

The Tenant shall on ten (10) days notice from the Landlord execute and deliver to the Landlord a statement as prepared by the Landlord in writing certifying, to the extent that it is accurate, that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified) the amount of the annual rent then being paid hereunder, the dates to which the amount of the annual rent then being paid hereunder, the dates to which the same, by instalments or otherwise, and other additional rent or charges hereunder have been paid, and whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

9.09 Subordination

This Lease and all of the rights of the Tenant hereunder are and shall at all times, be subject and subordinate to any and all Mortgages, and any renewals or extensions thereof, now or hereinafter in force against the Leased Premises and upon the request of the Landlord, the Tenant will promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made upon the security thereof, and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting the holder of the mortgage to disturb the occupation and possession by the Tenant of the Leased Premises, so long as the

Tenant shall perform all of its covenants, agreements and conditions contained in this Lease and so long as the Tenant contemporaneously executes a document of attornment as required by the Mortgagee.

ARTICLE 10 - QUIET ENJOYMENT

10.01 Quiet Enjoyment

The Tenant, upon paying the Rent hereby reserved and performing and observing the covenants and provisos herein contained on its part to be performed and observed, shall peaceably enjoy the Leased Premises for the Term.

ARTICLE 11 - DAMAGE AND DESTRUCTION

11.01 Destruction of or Damage to Building

If and when during the Term, the Building is destroyed or damaged by fire, lightening, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) If the damage or destruction is such that the Building is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy it and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, then the Landlord may, within ten (10) days next following delivery of the Landlord's opinion as aforesaid, terminate this Lease by giving notice in writing to the Tenant of such termination. Should the Landlord terminate this Lease as hereinbefore provided, the Term hereby demised shall cease and be at an end as of the date of such destruction or damage and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of destruction or damage.
- (b) If the damage is such that the Building is rendered wholly unfit for occupancy or it is impossible or unsafe to use or occupy it, but if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage, can be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage, then the Landlord shall repair such damage in accordance with (c) below.
- (c) In the event that the Landlord does not so terminate this Lease under (a) or in the event the Building is to be repaired under (b), then the Landlord shall, at its expense, repair the Building to base building standards, and the Rent shall abate from the date of the happening of such damage or destruction until the date which is the earlier of (i) thirty (30) days after the Landlord has completed such repairs and (ii) the date on which the

Tenant re-opens the Leased Premises or any part thereof to conduct business. The Tenant covenants to make any repairs required to be made to the leasehold improvements of the Tenant with all reasonable speed and re-open the Leased Premises for business forthwith upon completion thereof.

- (d) If, in the sole opinion of the Landlord, the damage can be made good, as set forth in Subsection 11.01(b), within one hundred and eighty (180) days of the happening of such damage and the damage is such that the Leased Premises are capable of being partially used for the purposes for which they are hereby demised, then only until such damage has been repaired, Rent (other than items measured by consumption or separate assessment) shall abate in the proportion that the Rentable Area of the part of the Leased Premises which is rendered unfit for occupancy bears to the Rentable Area of the Leased Premises. The Landlord shall repair such damage to base building standards and upon completion of the repairs, Rent shall once again be payable in full. The Tenant covenants to make any repairs required to be made to the leasehold improvements of the Tenant with all reasonable speed and re-open the Leased Premises for business forthwith upon completion thereof.
- (e) In performing any reconstruction or repair, the Landlord may effect changes in the Building and its equipment and systems and minor changes in the location or area of the Leased Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term and shall have no obligation to repair any damage to leasehold improvements or the Tenant's fixtures.
- (f) Notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Leased Premises or are not payable to or received by the Landlord, or in the event that any mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, the Landlord may terminate this Lease on written notice to the Tenant.

11.02 Certificate Conclusive

In the event of a dispute as to the fitness for occupancy or as to the suitability of the Building and the Leased Premises for the Tenant's business, the decision of an independent qualified professional engineer or architect shall be final and binding upon both parties.

ARTICLE 12 - DEFAULT

12.01 Default and Right to Re-Enter

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent is in arrears and is not paid within 5 days after written demand by the Landlord;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 12.01, after notice in writing from the Landlord:
 - (i) the Tenant fails to remedy such breach within 10 days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within 10 days or such shorter period, the Tenant fails to commence to remedy such breach within such 10 days or shorter period or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any Person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager, or a Person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- (e) the Tenant makes a sale in bulk of all or a substantial portion of its assets other than in conjunction with an assignment or sublease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within 15 days after the date of such taking;
- (g) the Tenant makes an assignment or sublease other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Leased Premises or the Leased Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Leased Premises; and
- (j) any insurance policy covering any part of the Building is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any Person for whom it is legally responsible.

12.02 Default and Remedies

If and whenever an Event of Default occurs, then without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Leased Premises and repossess them and, in either case, enjoy them as of its former estate, and the Landlord may remove all Persons and property from the Leased Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
- (b) to enter the Leased Premises as agent of the Tenant and to relet the Leased Premises for whatever length, and on such terms as the Landlord in its discretion may determine and to receive the rent therefor and as agent of the Tenant to take possession of any property of the Tenant on the Leased Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant; to make alterations to the Leased Premises to facilitate their reletting; and to apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable; provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Leased Premises for such purposes; and no notice of the Landlord's intention to remedy or attempt to remedy such default need be given the Tenant unless expressly required by this Lease; and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Leased Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three months' instalments of Rent, all of which shall accrue on a day to day basis and shall immediately become due and payable as accelerated rent.

12.03 Distress

Notwithstanding any provision of this Lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Leased Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

12.04 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

12.05 Survival of Obligations

The indemnity provisions of this Lease and the Landlord's rights in respect of any failure by the Tenant to perform any of its obligations under this Lease shall remain in full force and effect notwithstanding the expiration or earlier termination of the Term.

12.06 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

ARTICLE 13 - GENERAL

13.01 Entry

So long as the Tenant has not exercised any option to renew the Lease as provided herein, the Landlord shall be entitled, without notice to or consent by the Tenant:

- (a) at any time during the last six (6) months of the Term, to place upon the exterior walls of the Leased Premises and not lower than the upper limit of the windows of the Leased Premises, the Landlord's usual notice(s) that the Leased Premises are "For Rent" or "For Lease" (?); and

- (b) at any time during the last six (6) months of the Term, on reasonable prior notice, to enter upon the Leased Premises during normal business hours for the purpose of exhibiting same to prospective tenants.

The Landlord may enter at any time during the Term upon reasonable notice for the purpose of exhibiting the Leased Premises to prospective Mortgagees and/or purchasers or for the purpose of inspecting the Leased Premises.

13.02 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delays. The provisions of this Section shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

13.03 Effect of Waiver or Forbearance

No waiver by either party hereto of any breach by the other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations nor shall any forbearance by either party hereto to seek a remedy for any breach by the other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges to be paid by the Tenant to the Landlord hereunder shall be paid without any deduction, set off or abatement whatsoever and the Tenant hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favour at the time hereof or at any future time.

13.04 Notices

Any notice, delivery, payment or tender of money or documents to the Landlord hereunder may be delivered personally or sent by prepaid registered or certified mail to it addressed at the address set out in Section 1.01(a) hereof, or to such other address as the Landlord may in writing direct, and any such notice, delivery or payment so delivered or sent shall be deemed to have been well and sufficiently given or made and received upon delivery of the same or on the next Business Day following such mailing of same as the case may be.

Any notice, delivery, payment or tender of money or documents to the Tenant hereunder may be delivered personally or sent by prepaid registered or certified mail to the Tenant at the address set

out in Section 1.01(b) hereof, or to such other address as the Tenant may in writing direct, and any such notice, delivery or payment so delivered or sent shall be deemed to have been well and sufficiently given, made and received upon delivery of the same on the third Business Day following such mailing of the same, as the case may be.

Notwithstanding the foregoing, any notice, delivery, payment or tender of money or documents to be given or made to any party hereunder during any disruption in the service of the Canada Post Office shall be deemed to have been received only if delivered personally.

13.05 Notice of Lease

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease in whole and shall not register any other instrument pertaining to this Lease except in accordance with this Section. If the Landlord or the Tenant intends to register a document for the purpose only of giving notice of this Lease or of any dealing with it, then, upon request of such party, the other party shall join in the execution of a short form or notice of this Lease solely for the purpose of supporting an application for registration of notice of this Lease or any subsequent dealing therewith. The Tenant shall pay the Landlord's reasonable legal costs of reviewing the documentation presented by the Tenant.

13.07 Time of the Essence

Time shall be of the essence of this Lease and every part thereof.

13.08 Successors and Assigns

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.

13.09 Confidentiality

Subject to the obligations contained in the *Municipal Freedom of Information and Protection of Privacy Act*, the contents, terms and conditions of this Lease shall be kept strictly confidential and not for third party knowledge. The Tenant will not, under any circumstances, discuss or reveal the details of this Lease with any arms-length parties including but not limited to: any other tenants in the Building, prospective tenants, real estate agents, the Tenant's suppliers or customers, etc., excepting however the Tenant's legal and financial advisors, any proposed assignee or sublessee of the Tenant, and any proposed purchaser of the shares of the Tenant.

13.10 Counterparts

This Agreement may be signed in counterparts and delivered electronically, each of which when signed and delivered will be deemed to be an original, but all such counterparts will together constitute one and the same instrument.

**THE NEXT PAGE IS THE SIGNING PAGE
THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

IN WITNESS WHEREOF the parties hereto have duly executed this Lease as of the day and year first above written.

THE CORPORATION OF THE COUNTY OF BRANT

PER: _____
NAME:
TITLE:

PER: _____
NAME:
TITLE:

I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

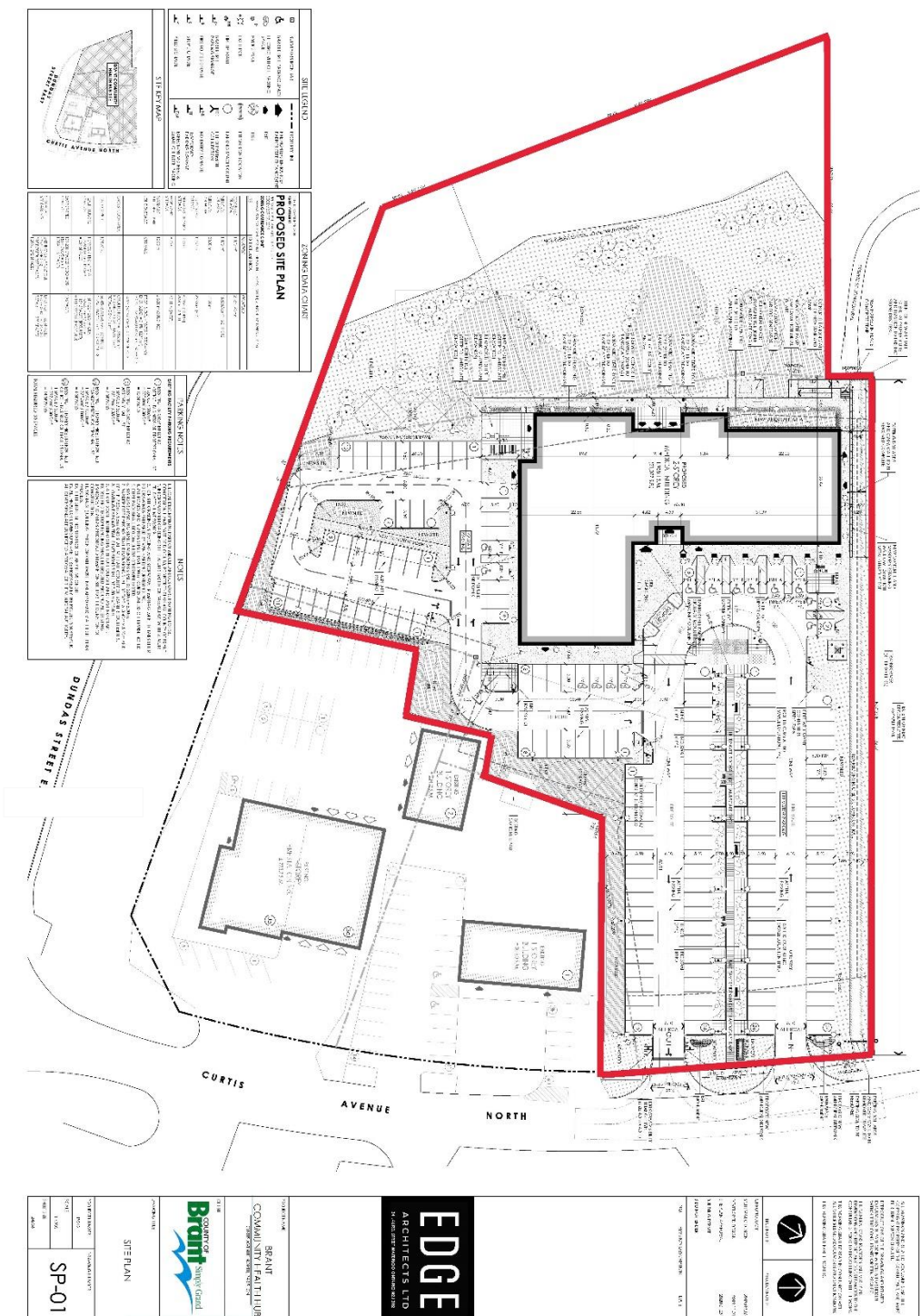
THE CORPORATION OF THE CITY OF BRANTFORD

PER: _____
NAME:
TITLE:

PER: _____
NAME:
TITLE:

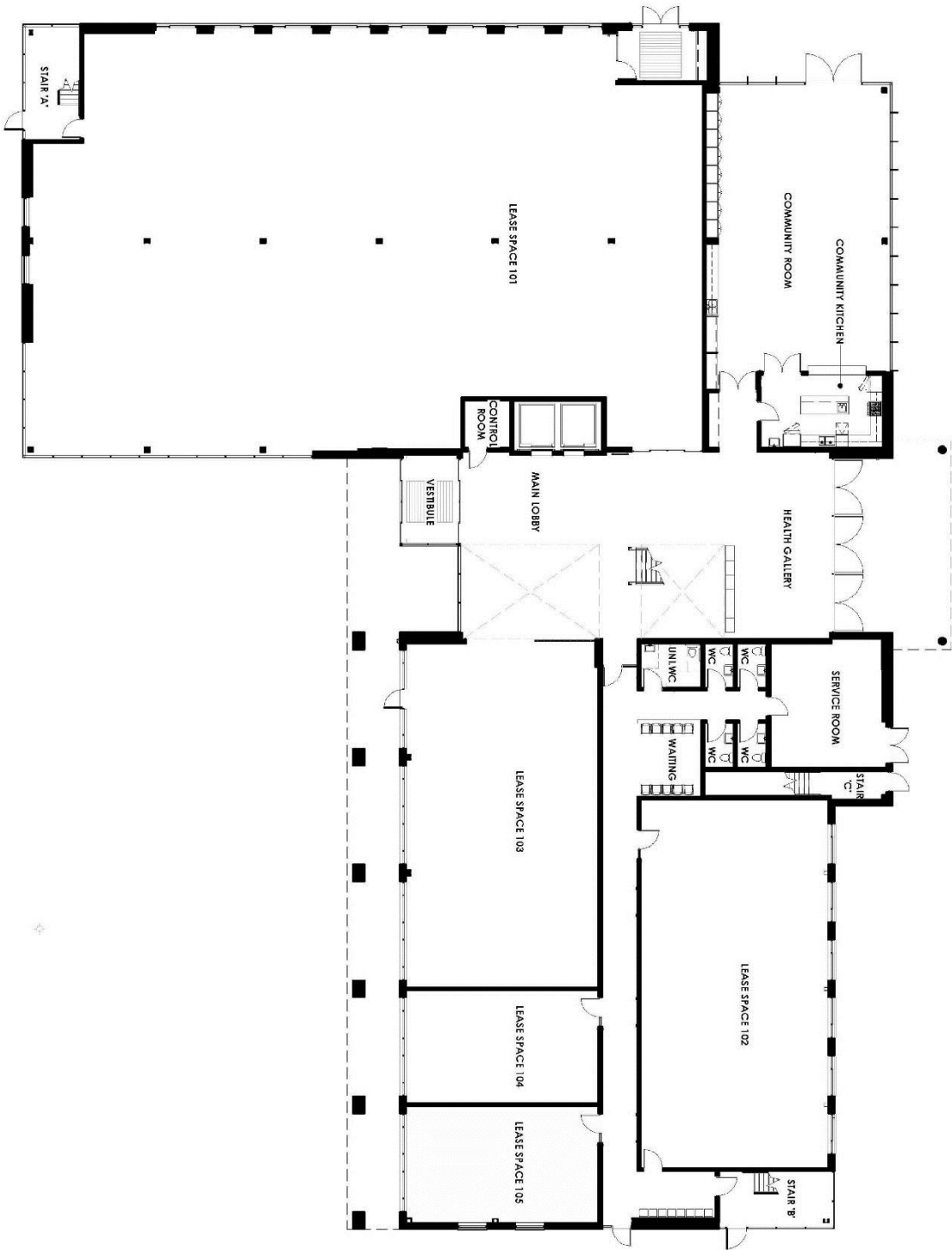
I/WE HAVE THE AUTHORITY TO BIND THE CORPORATION

**SCHEDULE “A”
LANDS
(outlined in red)**

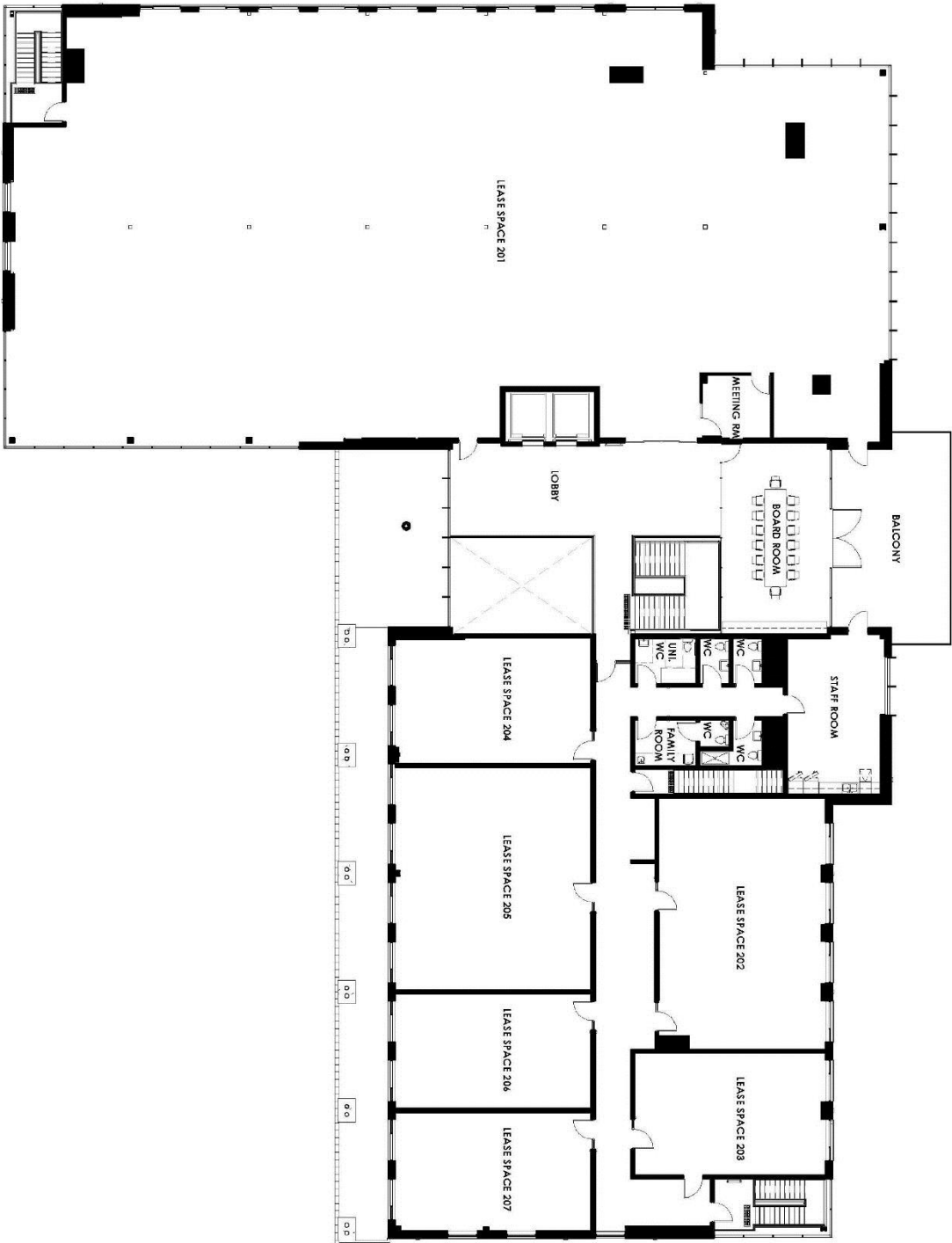


SCHEDULE "B"
FLOOR PLANS AND LEASED PREMISES

(n) .GROUND FLOOR



SECOND FLOOR



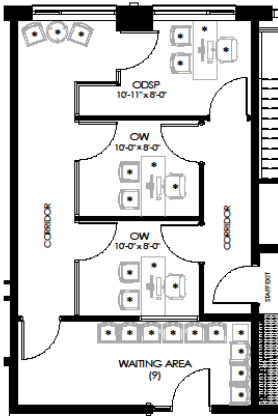
LEASED PREMISES
(LEASE SPACE 203 ON SECOND FLOOR)

UNIT 203
BRANT COMMUNITY SERVICES
632 sqm
681 sq ft

RENTABLE AREA

BASES OF CALCULATION:
SOMA 2017 FOR OFFICE AND BUILDINGS;
STANDARD OF METHODS OF MEASUREMENTS
(ANSI-SOMA 255.1-2017) METHOD "B"

*NOTE:
FURNITURE AND EQUIPMENT IS SHOWN FOR
PLANNING PURPOSES ONLY. ALL FURNITURE AND
EQUIPMENT TO BE INSTALLED BY TENANT.



EDGE ARCHITECTS	BRANT COMMUNITY SERVICES - SPACE PLAN	
	14012 - BRANT COMMUNITY HEALTH HUB 2021-09-10	SCALE: As Indicated BCS 01

SCHEDULE "C"
RULES AND REGULATIONS

1. The Tenant shall not permit cooking, baking or the preparation of food in the Leased Premises that may cause odour such that that activity may be offensive to staff or patients.
2. The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the offices. The Landlord reserves entire control of all parts of the Building employed for the common benefit of the tenants and without restricting the generality of the foregoing the sidewalks, entries, corridors and passages not with the Leased Premises, washrooms, lavatories, air-conditioning closets, fan rooms, janitor's closets, electrical closets and other closets, stairs, elevator shafts, flues, stacks, pipe shafts and ducts and shall have the right to place such signs and appliances therein, as it may deem advisable, provided that ingress to and egress from the Leased Premises is not unduly impaired thereby.
3. The Tenant, his agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired forthwith at the expense of the Tenant. The moving of all heavy equipment or other office equipment or furniture shall occur only between 6:00 p.m. and the following 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 office equipment will be moved through the halls and corridors only upon steel bearing plates. No freight or bulky matter of any description will be received into the Building or carried in the elevators, except during hours approved by the Landlord.
4. The Tenant shall not place or cause to be placed any additional locks upon any doors of the Leased Premises without the approval of the Landlord and subject to any conditions imposed by the Landlord. Additional keys may be obtained from the Landlord at the cost of the Tenant.
5. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting by misuse shall be borne by the Tenant by whom or by whose agents, servants, or employees the same is caused. Tenants shall not let the water run unless it is in actual use, and shall not deface or mark any part of the Building, or drive nails, spikes, hooks, or screws into the walls or woodwork of the Building.
6. No one shall use the Leased Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.

7. The Tenant shall permit window cleaners to clean the windows of the Leased Premises during normal business hours.
8. Canvassing, soliciting and peddling in the Building are prohibited.
9. Any hand trucks, carryalls, or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.
10. No animals or birds shall be brought into the Building, save and except for any service animal brought in by a person who requires the animal for reasons relating to a disability.
11. The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Leased Premises or the Building or permit the delivery of any food or beverage to the Leased Premises without the approval of the Landlord or in contravention of any regulations fixed or to be fixed by the Landlord. Only persons authorized by the Landlord shall be permitted to deliver or to use the elevators in the Building for the purpose of delivering food or beverages to the Leased Premises.

SCHEDULE "D"

LANDLORD'S WORK

1. Prior to the Commencement Date, the Landlord shall carry out the work in the Leased Premises as set out below (the "Landlord's Work") at its sole expense, in a good and workmanlike manner, using only new and first rate materials and in accordance with all municipal, building code and other applicable requirements, all to the reasonable satisfaction of the Tenant:

- Taped, sanded, primed and painted interior walls
- interior doors
- lighting installed
- flooring finished, including baseboard
- ceilings (acoustical tile and gypsum board bulkheads)
- electrical (power systems and communications rough-in; NO data cabling will be provided)
- stationary fixtures installed
- all millwork, cupboards and countertops complete

The parties acknowledge and agree that the Landlord shall not provide data cabling.

Notwithstanding anything else herein contained, any specific construction required to facilitate the Tenant's specific services will be the responsibility of the Tenant.

SCHEDULE "E"

SPECIAL PROVISIONS

1. PARKING

The Tenant shall be entitled to the non-exclusive and non-transferable right during the Term, in common with others entitled thereto, to park passenger vehicles in such portions of the parking facilities serving the Building, as the Landlord may, in its sole discretion, allocate and designate from time to time at no additional charge. The Landlord does not guarantee to the Tenant any specific number or location of parking spaces and the Tenant's employees shall park only in areas designated by the Landlord.

The Tenant acknowledges that the Landlord shall permit the Tenant and the Tenant's employees to park only in areas designated by the Landlord. In that regard, the Tenant shall furnish to the Landlord, upon request, the current license plate numbers of all vehicles used by the Tenant and or the Tenant's employees which will be parking in the parking area and the Tenant will thereafter notify the Landlord of any change, within 10 days after such change occurs.

2. SIGNAGE

The Landlord shall install Building standard identification signage on the exterior pylon sign, on the wayfinding signage for the Building and at the door leading into the Leased Premises. No signs of any kind will be posted by the Tenant within view of the public without prior Landlord approval. Tenant will conform to brand standards of the Landlord for the Building and any application of the name or logo shall be approved by the Landlord.

3. WINDOWS

There are building standard window coverings for the Building that the Tenant may choose to install at Tenant's expense. All window coverings must be approved by the Landlord. The Tenant may not place any items on the windowsill of the Building for the purpose of storage stacking, display, or otherwise.

4. RELOCATION

The Landlord may at any time and from time to time relocate the Leased Premises to alternative space within the Building during the Term, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the existing Leased Premises. The Landlord shall, at its sole cost and prior to the date the Tenant is to occupy the New Premises for the purpose of carrying on its business, improve the New Premises with improvements substantially similar to those located in the existing Leased Premises, including any and all tenant improvements. The terms and conditions of this Lease shall be deemed to be amended as of the date when the Landlord verifies that the New Premises are ready for the Tenant's use and occupancy and the New Premises shall be referred to as the Leased Premises hereunder.