

**LEASE AGREEMENT  
(COMMERCIAL)**

Made the 24<sup>th</sup> day of March 2026,

**BETWEEN**

**THE CORPORATION OF THE TOWN OF GODERICH**

(hereinafter called the "Landlord")

- and -

**DOCTOR MATTHEW STEVEN GRAY**

(hereinafter called the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease (in common with other tenants) of a portion of the premises known as the Maitland Valley Medical Centre, more particularly described in Schedule "A" attached hereto (the "MVMC") and a Lease of that part of the MVMC more particularly described in Schedule "B" attached hereto (the "Premises"). For greater clarification, Premises shall mean the personal office of each Tenant.

**1. GRANT OF LEASE**

- (1) The Landlord leases the Premises to the Tenant:
  - (a) at the Rent set forth in Section 2;
  - (b) for the Term set forth in Section 3; and
  - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
  
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.
  
- (3) The Tenant is leasing the Premises as a  Full-Time Tenant,  Part-Time Tenant or  Office Tenant. The Tenant covenants and agrees that he/she will not change categories to that of another type of tenant without the consent of the Landlord, such consent only to be withheld in the event that space is not available to accommodate such change in category. The Tenant acknowledges that as a term of the Landlord's consent, he/she may be required to execute a new lease, or pay an adjusted rent.

**2. RENT**

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes such other amounts as may be payable by the Tenant hereunder.
  
- (2) For the purposes hereof, a "Full-Time Tenant" means any Tenant who conducts or participates in five (5) or more Clinics per week on a regular basis, excluding vacation and periodic leaves of absence. For the purposes hereof, a "Part-Time Tenant" means any Tenant who participates in less than five (5) Clinics per week on a regular basis, excluding vacation and periodic leaves of absence. For the purposes hereof, a "Clinic" means a period of time in any half day period, during which time the Tenant sees his or her own patients, with such half day period being either in the morning or in the afternoon.

For the purposes hereof, an "Office Tenant" means any Tenant who is utilizing the Premises for the purposes of an office only, and who is conducting no Clinic.

- (3) Full-Time Tenants shall pay the sum of thirteen thousand, four hundred eighty dollars and eight cents (\$13,480.08) per annum, payable monthly in advance, in equal installments of one thousand one hundred and twenty-three dollars and thirty-four cents (\$1,123.34) on the first day of each and every month, commencing on the first day of the Term. Full time Tenants covenant and agree to operate Clinics as Full time Tenants only.
- (4) Part-Time Tenants shall pay the sum of nine thousand, nine hundred twenty-one dollars and ninety-six cents (\$9,921.96) per annum, payable monthly in advance, in equal installments of eight hundred twenty-six dollars and eighty-three cents (\$826.83) on the first day of each and every month, commencing on the first day of the Term. Part time Tenants covenant and agree to operate Clinics as Part time Tenants only.
- (5) Office Tenants shall pay the sum of five thousand, seven hundred eighty-seven dollars and sixty cents (\$5,787.60) per annum, payable monthly in advance, in equal installments of four hundred and fifty-three dollars and seventy-six cents (\$482.30) on the first day of each and every month, commencing on the first day of the Term. Office Tenants covenant and agree not to see or treat patients at the MVMC.
- (6) Rent includes HST (13%) as at the date of signing this lease. Any other taxes imposed on the Landlord during the term of this lease respecting rent, will be the responsibility of the Tenant.
- (7) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 20 or to such other place as the Landlord may from time to time direct in writing.
- (8) The Tenant agrees to pay in advance to the Landlord at the commencement of the Term the first month's Rent payable under Section 2 (3) or Section 2 (4) of this Lease as applicable. Such Rent shall be applicable for the month commencing six months after the commencement date of the Term, it being the intention of the parties that the Tenant have not less than six, but not more than seven months rent-free. Applicable for initial term and not on renewals or subsequent leases.)
- (9) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to two per cent (1.25%) per month (15% per annum).
- (10) The parties acknowledge and agree that the Landlord shall be entitled to offer incentives to new tenants, in its absolute discretion and as it sees fit, without being obliged to offer any or similar incentives to other or existing Tenants.
- (11) Rent shall be reviewed by the parties annually during the budget process with the intent of adjusting rent (up or down) so that rent reflects a break-even basis to cover expenses as approved in the annual budget for the MVMC.

- (12) Rent shall be increased January 1 annually by the annual increase in the Consumer Price Index-all items Ontario for the prior year, as published by Statistics Canada, such increase being effective January 1 in each year of the Term, the first increase being effective January 1, 2026.

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

- (1) The Tenant shall have possession of the Premises for a period of five (5) years, commencing on the 1<sup>st</sup>, day of April 2026 and ending on the 31<sup>st</sup>, day of March, 2031 (the "Term").
- (2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.
- (3) If for reasons beyond the Landlord's control, vacant possession of the Premises cannot be given to the Tenant on the commencement date of the Term of this Lease, the Lease shall remain in effect but the Tenant shall not be required to pay Rent until the date when possession is actually given to the Tenant:
  - (a) but if possession is not given within ninety (90) clear days from the commencement date of this Lease either party may terminate this Lease by written notice to the other;
  - (b) and any delay in the actual occupation by the Tenant of the Premises shall not extend the Term of the Lease.

4. Notwithstanding anything contained herein to the contrary, an Office Tenant shall have possession of the Premises on a month-to-month basis, subject to termination on written notice by the Landlord to the Office Tenant requiring vacant possession of the Premises, such notice to be not less than sixty (60) days' notice in writing, and only to be effective in the event the Landlord requires the Premises for a Full-Time or Part-Time Tenant.

### **5. ASSIGNMENT**

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless he/she first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld:
  - (a) and the Tenant hereby waives his/her right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.

- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his/her obligations under this Lease, including the obligation to pay Rent as provided for herein.
- (5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
  - (a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
  - (b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in paragraph 10 (2) of this Lease and any other remedies available in law.

## **6. USE**

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than for medical offices and/or a medical practice without the express consent of the Landlord given in writing. The Tenant acknowledges that the Premises shall not be used for the purposes of the Family Practice Clinic currently operated at Alexandra Marine & General Hospital, without the express written consent of the Landlord.
- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
  - (a) constitute a nuisance;
  - (b) cause damage to the Premises;
  - (c) cause injury or annoyance to occupants of neighbouring premises;
  - (d) make void or voidable any insurance upon the Premises;
  - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority to the Premises.

## **7. REPAIR AND MAINTENANCE**

- (1) The Landlord covenants that during the Term of this Lease and any renewal thereof the Landlord shall keep in good condition the Premises and shall, promptly make all needed repairs and all necessary replacements as would a prudent owner, provided that:
  - (a) the Landlord shall not be liable to effect repairs attributable to the negligence of the Tenant, his/her employees, invitees, agents or contractors, provided that the Landlord may take into account whether or not such negligence is as a result of any act or omission on the part of a patient.
  - (b) The Landlord shall not be liable to effect repairs to the Tenant's alterations or additions, or to any personal property of the Tenant.

- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times.
- (3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any leasehold alterations or additions made thereto, to the Landlord. The Tenant shall be entitled to remove any of its personal property from the Premises at any time.
- (4) The Tenant shall immediately give written notice to the Landlord of any material damage that occurs to the Premises from any cause.

#### **8. ALTERATIONS AND ADDITIONS**

- (1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's practice, the Tenant may do so at his/her own expense, at any time and from time to time, if the following conditions are met:
  - (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
    - (i) and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designed as such on the plan;
  - (b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the Town of Goderich.
- (2) The Tenant shall be responsible for and pay the cost of such alterations, additions, installations or improvements, unless otherwise agreed to by the Landlord.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the MVMC unless the sign, advertisement or notice has been approved in *every* respect by the Landlord.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at his/her own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with his/her obligations according to the provisions of this Lease, the Tenant may remove his/her Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he/she will make good and repair or

replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

- (7) The Tenant shall, at his/her own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises.

## **9. INSURANCE**

- (1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
  - (a) loss or damage by fire, lightning, storm or other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord;
  - (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in its sole discretion deems advisable.
- (2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, patients, invitees or licensees:
  - (a) and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (3) The Tenant shall carry insurance in his/her own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's equipment, Trade Fixtures, decorations and improvements.
- (4) The Tenant shall carry public liability and property damage tenant insurance in which policy the Landlord shall be an additional insured and the policy shall include a cross-liability endorsement;
  - (a) and the Tenant shall provide the Landlord with a Certificate of Insurance as evidence of the required coverage.
- (5) The Landlord covenants to indemnify the Tenant with respect to any damage to the Tenant's personal property in the Premises occasioned by or arising as a result of the negligence of the Landlord, its officers, agents, servants, employees or contractors.

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

- (1) If the Premises or the MVMC are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
  - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred and twenty (120) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date of damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - (b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred and twenty (120) clear days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
  - (c) If the Premises can be repaired within one hundred and twenty (120) clear days, as aforesaid, but the damage is such that the Premises are capable of being partially used (as agreed by the parties, or failing agreement, as determined under subparagraph 2 hereof), then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.
- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord. The architect shall be instructed to take into consideration the medical uses of the Premises in determining the degree of damage or destruction.
- (3) Apart from the provisions of Section 9 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

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

- (1) An Act of Default has occurred when:
  - (a) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;
    - (i) The Tenant has breached his/her covenants or failed to perform any of his/her obligations under this Lease; and the Landlord has given notice specifying the nature of the default and the steps required to correct it; and

- (ii) the Tenant has failed to correct the default as required by the notice;
  - (b) the Tenant has:
    - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
    - (ii) had its property seized or attached in satisfaction of a judgment;
    - (iii) had a receiver appointed;
    - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
    - (v) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
  - (c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
  - (d) the Premises are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
- (a) the current month's Rent shall become due and payable immediately; and
  - (b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord:
- (4) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord. The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the Term of this Lease shall not be exempt from levy by distress for Rent in arrears:
- (a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that his/her Lease is entered into, and by executing this Lease:
    - (i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the

Tenant in the absence of this Agreement; and

- (ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default:
- (a) No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

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

- (1) The Tenant may terminate this Lease on not less than thirty (30) days notice in writing to the Landlord. The Landlord may terminate this Lease on not less than sixty (60) days notice to the Tenant.
- (2) The Tenant agrees to permit the Landlord during the last three (3) months of the Term of this Lease to show the Premises after hours to prospective new tenants and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (4) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

## **13. COMMON AREAS**

- (1) The Landlord and Tenant acknowledge and agree that in addition to the Premises, the Tenant shall be entitled to share, in common with all other tenants in the MVMC, the following areas within the MVMC:
  - (i) all common areas and stairways;
  - (ii) examination rooms;
  - (iii) medical records storage;
  - (iv) storage and reception area;
  - (v) nursing and treatment areas;
  - (vi) lunchroom;

(vii) boardrooms and meeting rooms;

(viii) washrooms and shower.

- (2) The Tenant acknowledges and agrees that the use of the aforesaid areas (the "Shared Areas") shall be undertaken in a courteous and responsible manner, having regard to the rights of other tenants in the MVMC, and recognizing that the MVMC has been designed and constructed to accommodate fourteen (14) full time Tenants or equivalent (excluding the laboratory Tenant).

#### **14. FURNITURE AND SERVICES**

- (1) Within the Premises, the Landlord covenants and agrees to supply those items as specified in Schedule "C". All other furnishings and equipment within the Premises shall be the responsibility of the Tenant. The Tenant acknowledges that he/she shall be responsible for supplying all his/her consumable medical and clerical supplies.
- (2) With respect to the Shared Areas, the Landlord shall supply all furniture and equipment.
- (3) The parties acknowledge that furniture and equipment in the Shared Areas as well as items specified in Schedule "C" (collectively the "Equipment") shall, at all times, be the property of the Landlord. Repairs on the specified Equipment shall be effected by the Landlord, acting reasonably, but the Landlord shall not be responsible for any failure to repair due to matters beyond its reasonable control. All repairs shall be effected pursuant to the Landlord's Procurement By-Law in effect from time to time.
- (4) The Landlord shall not be obligated to replace any of the Equipment. Notwithstanding the foregoing, it is the Landlord's intention to establish a capital reserve fund out of which replacement Equipment may be purchased, subject to the approval of the Landlord, and subject to the Landlord's Procurement By-Law in effect from time to time. The amounts collected to fund the capital reserve fund will be derived from the Rent as set in the annual budget referred to in Section 2(11) of this Lease.

#### **15. PARKING**

- (1) The Landlord acknowledges and agrees to supply parking for the MVMC. The Landlord shall endeavor to co-ordinate parking arrangements satisfactory to the Tenant, and post designated parking spots, as required. Such parking shall be at no cost to the Tenant and its employees.

#### **16. UTILITIES**

- (1) The Landlord shall be responsible for the payment of all utilities with respect to the Premises and the MVMC, with the exception of monthly charges for the provision of telephone services, and with the exception of monthly charges for the use of cable, internet or other technology charges.

#### **17. OPERATING EXPENSES**

- (1) Notwithstanding anything contained herein to the contrary the Landlord covenants and agrees to be responsible for:
- (a) the payment of all property taxes relating to the MVMC. The

Landlord shall be entitled to apply for and obtain an exemption, or take any other steps it deems necessary, in its absolute discretion, to reduce or eliminate property taxes, and the Tenant covenants and agrees to assist the Landlord in this regard, as reasonably required;

- (b) all utility costs excluding telephone, cable, internet or other technology charges;
- (c) all costs associated with the sprinkler system and security system ;
- (d) waste disposal (except for bio-medical or hazardous wastes);
- (e) provision of floor mats, and window coverings;
- (f) window cleaning (annually);
- (g) all cleaning (excluding gowns and medical instruments);
- (h) all repairs and supplies necessary to maintain the MVMC;
- (i) snow removal;
- (j) all outside lawn and yard maintenance; all custodial costs, including labour and supplies;
- (k) all insurance costs for property and public liability insurance relating to the MVMC.
- (l) Notwithstanding anything contained herein to the contrary, the Tenant covenants and agrees to be responsible for:
- (m) paper products;
- (n) all medical consumables;
- (o) waste disposal of bio-medical or hazardous waste;
- (p) all consumable supplies, operating costs, and ongoing software costs related to the equipment listed in Schedules 13;
- (q) all professional and errors and omissions insurance;
- (r) costs associated with any tenant office staff;
- (s) all monthly internet, cable and other technology charges;
- (t) all telephone charges; and
- (u) all repairs and maintenance of the Tenant's personal property

## **18. ONGOING CONSULTATION**

- (1) The parties acknowledge and agree that ultimately, it would be of benefit to the MVMC, the Landlord and the Tenant that the Tenant, in co-operation with other tenants in the MVMC enter into some type of management arrangement, not-for-profit corporation or other vehicle (the "Association") whereby ongoing discussions could be held between it, and the Landlord, with a view to furthering the objectives of the MVMC. In the event the Tenant, in conjunction with other tenants in the MVMC, enter an Association in this regard, the

Landlord covenants and agrees to use its reasonable best efforts in order to facilitate discussions with the Association.

**19. FURTHERANCE OF MVMC OBJECTIVES**

- (1) The parties acknowledge and agree that the primary purpose and function of the MVMC is the retention and recruitment of medical practitioners servicing the Town of Goderich and surrounding areas. In this regard, the Tenant covenants and agrees to co-operate with other tenants within the MVMC, and with the Landlord, with a view to recruiting and retaining medical practitioners as tenants within the MVMC.

**20. RULES AND REGULATIONS**

The Tenant agrees on behalf of himself/herself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may reasonably make from time to time.

**21. NOTICE**

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

To the Landlord at:                      The Corporation of the Town of  
Goderich  
57 West Street  
Goderich, Ontario  
N7A 2K3

To the Tenant at the Premises:

Dr. Matthew Steven Gray  
180 Cambria Road North Goderich,  
Ontario  
N7A 4N3  
PHONE NUMBER [REDACTED]  
EMAIL [REDACTED]

- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

**22. REGISTRATION**

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

**23. INTERPRETATION**

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

- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the estate trustees, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

**24. FORCE MAJEURE**

- (1) The obligations of the parties shall be suspended by any force majeure. For the purposes hereof, force majeure means any cause beyond that party's reasonable control and, without limitation, includes an act of God, strike, lockout or other industrial disturbance, act of any public enemy or terrorist, war, blockade, riot, lightning, fire, storm, flood, explosion, unusually severe weather conditions and government restraints, but does not include financial hardship or inability to meet financial obligations hereunder.

**IN WITNESS** of the foregoing covenants the Landlord and the Tenant have executed this Lease.

**TENENT:**

**DOCTOR MATTHEW GRAY MEDICINE PROFESIONAL CORPORATION**

Per: Matthew Gray  
Name: Dr. Matthew Steven Gray

**LANDLORD:**

**THE CORPORATION OF THE TOWN OF GODERICH**

Per: \_\_\_\_\_  
Name: Trevor Bazinet  
Title: Mayor

Per: \_\_\_\_\_  
Name: Andrea Fisher  
Title: Clerk

*We have authority to bind the corporation.*

**SCHEDULE "A"**

180 Cambria Road N., Town of Goderich

Being Pt. of Park Lots 2 & 3 RP #468 & all of Lots 651 & 663

Pt. of Montcalm Street RP# 457 more particularly described as Part #1 Plan 22R-4950.



**SCHEDULE "C"**

Item	Units
• Flat Panel Computer Monitor	1
• Keyboard	1
• Telephone	1
• Computer Tower	1
• Printer	1

*Subject to replacement and repair by Landlord, subject to certain conditions*

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

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

1. The sidewalks, entrances, and corridors of the building shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees or invitees the damage was caused.
3. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
4. No animals or birds shall be brought into the building or kept on the Premises.
5. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product. The Tenant shall be entitled to hang pictures in the Premises.
6. No one shall use the Premises for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
7. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building.
8. The Tenant shall not without the expressed written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefore; but shall use only additional keys obtained from the Landlord, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
9. No inflammable oils or other inflammable, toxic, dangerous or explosive materials (except for medical uses) shall be kept or permitted to be kept in or on the Premises.
10. No bicycles or other vehicles shall be brought within the Premises.
11. Canvassing, soliciting and peddling in the building is prohibited.
12. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.