

LEASE AGREEMENT

made the 1st day of April, 2021.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

Between

THE CORPORATION OF HALDIMAND COUNTY

(hereinafter called the "Landlord")

of the first part

and

HEARING LIFE CANADA LTD.

(hereinafter called the "Tenant")

of the second part

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained.

The Landlord and Tenant agree as follows:

1. **DEFINITIONS**

Whenever in this Lease Agreement (the "Agreement") the following words or phrases are used, they shall have the following meanings.

- A) **"Facility"** shall mean Grandview Lodge Long Term Care Facility at 657 Lock Street West, Dunnville, Ontario, being legally described as PIN # 38112-0165 (LT) being Part Lot 3 Indian Reserve Plan 69 as in DV4808, DV1270 (1stly Land) and Parts 2, 3 & 4 on 18R-6115, S/T HC67699; Haldimand County.
- B) **"Common Facilities"** means entrances and exits to the Facility, hallways and washroom, shown delineated in green on Schedule "A", parking areas and such other areas as are designated by the Landlord from time to time.
- C) **"Leased Premises"** means the portion (approximately 400 square feet) of the Facility, as shown delineated in yellow on Schedule "A", including the interior surfaces of all boundary walls, floors, ceilings, windows and doors except that where the surface of any of such boundaries is glass, the Leased Premises shall extend to the exterior surface of such glass and where any of such boundaries includes a utility or service which serves exclusively the premises to which this definition is being applied, the Leased Premises shall include such utility or service, and where any such boundary wall separates the Leased Premises from the exterior of the Facility, that portion of the wall that extends from its Facility to and including its interior surface shall be included in the Leased Premises.
- D) **"Leasehold Improvements"** means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by the Tenant in and on the

Leased Premises with the exception of trade fixtures and furniture and equipment not of the nature of fixtures and includes all wall to wall carpeting with the exception of carpeting where laid over vinyl, tile or other finished floor and affixed so as to be readily removable without damage.

- E) **“Real Property Taxes”** means all real estate taxes, general taxes, local improvement rates, school taxes, levies, rates, duties, assessments and charges from time to time imposed against real property, buildings, structures and improvements by municipal or other governmental authorities having jurisdiction, and all taxes, levies, rates, duties assessments and charges (including incomes taxes that may at any time be substituted therefore or replace the same, but excludes business taxes, income taxes and any taxes personal to the Landlord).
- F) **“Rent”** includes all amounts payable by the Tenant under this Lease.
- G) **“Stipulated Rate of Interest”** means that rate of interest that, at the time payment of any amount falls due under this Lease, is equal to the prime lending rate charged by a Canadian chartered bank selected by the Landlord to its most credit worthy customers at Toronto.

2. **GRANT OF LEASE**

- A) The Landlord hereby leases and demises unto the Tenant the Leased Premises in the Facility for the term, and rent and subject to the conditions and covenants hereinafter provided.
- B) Subject to its subsection c), the Landlord grants to the Tenant, its employees, agents, clerks, servants and all persons transacting business with the Tenant, in common with other persons, the right to use in accordance with the provisions of this Lease, all “Common Facilities” in the Facility which for the purposes of this Lease, means all entrances and exits to the Facility, stairways, elevator, parking areas and such other areas as are designated by the Landlord from time to time.
- C) The Common Facilities shall at all times be under the exclusive control and management of the Landlord. The Landlord shall be entitled to construct, alter, maintain, operate and police the Common Facilities, to change the area, location and arrangement thereof, to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance thereof, and to do and perform such other acts therein and with respect thereto as the Landlord shall determine to be advisable with a view to the improvement thereof and of the convenience and use thereof.

3. **TERM**

TO HAVE AND TO HOLD the said Leased Premises for and during the term of five (5) years commencing the 1st day of April, 2021, and terminating the 31st day of March, 2026, with an option to extend the lease, if not in default hereunder, for one (1) further term of five (5) years, on the same terms and conditions outlined herein, save and except for the amount of the Rent which shall be negotiated prior to the commencement of said extension.

Termination for Cause

In the event of any material default in this Agreement by the Tenant that is within the reasonable control of the Tenant, the Landlord shall have the right to provide written notice of such default to the Tenant and demand that the deficiency or problem be rectified or a plan be submitted by the Tenant to the Landlord to have the problem or deficiency rectified within fifteen (15) working days or such longer period as may be agreed to by the Landlord. If the said default is not rectified or steps are not taken to rectify the situation according to the agreed to plan, the Landlord shall be entitled to issue a written notice of termination for cause with no less than thirty (30) days notice and all rents outstanding shall be payable to the Landlord within thirty (30) days from termination.

Termination for Convenience

The Tenant or the Landlord shall have the right to terminate this Agreement with one hundred and twenty (120) days written notice without cause. If this clause is invoked, all outstanding rent shall be payable to the Landlord within thirty (30) days of termination.

4. **TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

- A) From and after the Commencement Date, the Tenant shall pay to the Landlord as Rent in lawful money of Canada and, subject to Section 7 c), without deduction, statement or setoff:
 - i) The Tenant agrees to pay the Landlord an annual Rent of \$14.00/square foot (approximately 400 square feet) plus applicable taxes, and that the initial rate of the Agreement shall be increased annually on the anniversary date, by the percentage change, year over year, during the preceding year as recorded in Statistics Canada Table 18-10-0004-13 Consumer Price Index for Ontario.
- B) To maintain in good repair, at its own expense, the Leased Premises as defined herein and all access areas used by its clients/customers.
- C) All rent in arrears shall bear interest at the stipulated rate of interest from the date it is due to the date of payment.
- D) The Tenant shall pay all business taxes, rates and license fees levied in respect of the business carried on by the Tenant in and upon or by reason of his occupancy of the Leased Premises.
- E) The Tenant covenants that the Leased Premises will not, during the term of this Lease, be used at any time for any purpose other than for the Hearing Clinic Services.
- F)
 - i) The Tenant will not make any Leasehold improvements, or make any alterations, additions, or improvements to the exterior walls, doors or windows of the Leased Premises or install any trade fixtures, exterior signs, exterior lighting, shades or awnings, without first obtaining the written approval of the Landlord, or the Landlord's Architect, which approval shall not be unreasonably withheld; and the Tenant shall deliver plans and specifications for all such work or installation to the Landlord at the time approval is sought. The Tenant shall pay to the Landlord a reasonable sum on account of the Landlord's architectural expenses in respect of the approval.
 - ii) The Tenant agrees that no trade fixtures, goods or chattels of any kind will, except in the ordinary course of business, be removed from the Leased Premises during the term hereby demised or at any time thereafter without the written consent of the Landlord. In removing such property, the Tenant shall do no damage to the Leased Premises or the Facility and shall make good any damage that may be occasioned thereto. On the expiration of the term, any such property not so removed shall be deemed to have become that of the Landlord.
 - iii) All leasehold improvements shall become the property of the Landlord at the time of installation or attachment to the Leased Premises and shall not be removed without the Landlord's written consent.

- G) i) The Tenant covenants to keep and leave the Leased Premises and all improvements made and fixtures installed by the Tenant therein, in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excluded). The Tenant further covenants that the Landlord may enter and view the state of repair and that the Tenant will repair according to the written notice of the Landlord (reasonable wear and tear and damage by fire, lightning and tempest only excepted).
- ii) Subject to the obligations of the Tenant in this section to repair and maintain, the Landlord covenants to keep in good order and repair the structure of the Facility, the Common Facilities, all electrical lines and plumbing fixtures (except those installed by the Tenant and all exterior walls, windows and roof save and except for any damage or injury caused by the fault or negligence of the Tenant, its contractors, agents or employees).
- H) The Tenant agrees to pay the costs of any installations, additions, or alterations to the Leased Premises that the Landlord may be required to make by any Municipal, Provincial or other governing authority, or required by any private protective system used by the Tenant for security of the Tenant and his employees and his or their effects including but not so as to limit the foregoing installations, additions or alterations shall forthwith become the property of the Landlord.
- I) The Tenant and its clerks, servants and agents will at all times during the occupancy of the demised premises observe and conform to such reasonable rules and regulations as shall be made by the Landlord from time to time including the rules and regulations set forth in Schedule "B" hereto and of which the Tenant shall be notified, such rules and regulations being deemed to be incorporated in and form part of these presents.
- J) The Tenant will not commit waste and will not do or omit to be done or omit anything upon or in respect of the property, the doing or omission of which shall result in a nuisance.
- K) The Tenant will not erect, construct or place or permit to be erected, constructed or placed or permit to continue in the Leased Premises, any structure or thing that would prevent or interfere with freedom of movement by foot between any hall, exit, entrance, passageway or walkway and the Leased Premises.
- L) The Tenant will comply with all provisions of law including, without limitation, federal and provincial legislative enactments, building by-laws and any other governmental or municipal regulations which relate to the equipment, operation and use of and to the making of any repairs, replacements, alterations, additions, changes substitutions or improvements of or to the Leased Premises, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authorities and to observe and obey all governmental and municipal regulations or other requirements governing the conduct of any business conducted on the Leased Premises. In the event that the Tenant shall, at any time from time to time during the term, do or permit to be done or omit to do any act or thing which shall result in any such obligation being imposed upon the Landlord and, within a reasonable time after notice in writing from the Landlord to the Tenant, the Tenant shall not do the necessary work in order to comply with the relevant law, regulation, order or requirement, the Landlord may, at his option, without prejudice to any other rights which the Landlord may have hereunder, either do the necessary work or cause it to be done at the expense of the Tenant or forthwith, by notice in writing to the Tenant, terminate this Lease. In the event that the Landlord shall undertake any work to be done at the expense of the Tenant hereunder, the cost thereof, together with the Landlord's reasonable overhead and supervision charges in respect of such work shall be payable by the Tenant to the Landlord forthwith upon demand, and, if this Lease is terminated pursuant to the provisions of this paragraph, in addition to his other obligations on termination, the Tenant shall pay rent to the date of surrender of possession and shall moreover reimburse the Landlord for any costs which he has then incurred or may be under any obligation to incur under such law, regulation, order or requirement.
- M) The Tenant will not assign this lease or sublet the Leased Premises without the written consent of the Landlord, which consent may be arbitrarily withheld.

- N) i) From and after the Commencement Date, the Tenant, in the names of the Tenant and the Landlord, shall take out and maintain with respect to the Leased Premises the following insurance:

The Tenant shall be responsible for insuring its equipment at the Leased Premises. The Tenant shall obtain and maintain throughout the term of this Agreement and any extension, the following insurance coverage:

(a) Comprehensive General Liability insurance insuring all operations within or in relation to this Agreement, including the use or maintenance of the Leased Premises, to a limit of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and in the aggregate. The policy will be extended to include:

- (i) bodily injury, death and property damage;
- (ii) personal and advertising injury;
- (iii) products and completed operations;
- (iv) blanket contractual;
- (v) severability of interest;
- (vi) cross liability clause;
- (vii) broad form property damage;
- (viii) premises and operations; and
- (ix) non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000);

The policy shall be endorsed to include The Corporation of Haldimand County as an additional insured and shall contain an undertaking by the insurers to notify the Landlord in writing not less than thirty (30) days before any material change in risk or cancellation of coverage.

(b) All policies of insurance shall:

- (i) be written with an insurer licensed to do business in Ontario; and
- (ii) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Landlord.

(c) Certificates of insurance originally signed by authorized insurance representatives shall be delivered to the Landlord upon execution of this Agreement, on a form of Certificate of Insurance which is acceptable to the Landlord. All subsequent policy renewals and certificates of insurance thereafter, during the time that this Agreement is in force, shall be forwarded to the Landlord within fifteen (15) days of their renewal date.

- ii) The Tenant shall pay to the Landlord immediately upon demand any amount which the basic premium of insurance paid by the Landlord for the policy it maintains in relation to the Facility is increased by reason of any particular use or occupation by the Tenant of the Leased Premises or by reason of any act of omission of the Tenant in any part of the Facility.
- iii) The Tenant agrees to provide the Landlord, when requested, with evidence of any policy required by this section and with evidence of payment of all insurance premiums.

- O) The Tenant will indemnify the Landlord from any and all liabilities, damages, costs, claims, suits or actions growing out of:

- i) any breach, violation or non-performance of any covenant or proviso herein contained on the part of the Tenant or any of his invitees;
- ii) any damage to anything whatsoever occasioned by the use and occupation of the Leased Premises, and;

- iii) any injury to person or persons, including death, resulting at any time therefrom, occurring in or about the Leased Premises. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of this Lease shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.
- P) The Tenant agrees to deliver to the Landlord, upon at least ten (10) days notice, a statement as to the best of the Tenant's knowledge, as to the degree of performance of any provision of the Lease specified by the Landlord.
- Q) The Tenant agrees to permit the Landlord to enter the Leased Premises during the last ninety (90) days of the term to decorate, remodel, repair, alter or otherwise prepare the Leased Premises for re-occupancy. If during or prior to such time the Tenant has vacated the Leased Premises such entry will not affect the Tenant's obligation to make rental payments.
- R) The Tenant agrees to permit the Landlord, on reasonable prior notice to the Tenant, to exhibit the Leased Premises to prospective Tenants during the last twelve (12) months of the term, and at any time to any prospective purchaser, mortgagee or assignee of any mortgage on the Facility and to others having a legitimate interest.
- S) The Tenant agrees to permit the Landlord at any time in the event of any emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Leased Premises or to the Facility, as may be necessary or desirable for the safety, protection or preservation of the Leased Premises or the Facility, or the Landlord's interest, or as may be necessary or desirable in the operation or improvement of the Facility or in order to comply with all laws, regulations, orders and requirements of governmental or other authority and such measures may include the interruption of any services or utilities until such inspections, repairs, alterations, additions or improvements have been completed. The Landlord shall, except in the event of an emergency, give the Tenant reasonable notice of required entry to the Leased Premises and shall indemnify the Tenant for any damage caused to the Leased Premises as a result of the aforementioned measures being taken but such indemnification shall not extend to loss of profits sustained by the Tenant unless such loss results from the negligent or wrongful act or default of the Landlord, its officers, agents, servants, employees or contractors.
- T) If, because of any act or omission of the Tenant, its employees, agents, contractors, or subcontractors, any construction lien or other lien, charge or order for the payment of money shall be filed against the Landlord, or against all or any portion of the Leased Premises, or the Facility, the Tenant shall, at its own cost and expense, cause the same to be discharged within thirty (30) days after the filing thereof, and the Tenant shall indemnify and save harmless, the Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable legal fees resulting therefrom.

5. **LANDLORD'S COVENANTS**

- A)
 - i) So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein granted, peacefully and quietly have and enjoy possession of the Leased Premises without any encumbrance or hindrance by, from or through the Landlord.
 - ii) The Landlord shall pay all Real Property Taxes charged against the Facility.

- iii) To heat the Facility at the Landlord's expense between the 15th day of October and 1st day of May next ensuring in each year in such manner as to keep the Facility at a reasonable temperature for the reasonable use thereof by the Tenant during reasonable business hours except during the making of repairs, and in the case the boilers, engines, pipes or other apparatus or any of them used in effecting the heating of the said Facility at any time become incapable of heating the Facility as aforesaid, or damaged or destroyed, to repair said damage or replace said boilers, engines, pipes or apparatus or any of them or (at the option of the Landlord) substitute other heating apparatus therefore within a reasonable time.
 - iv) To provide, at the Landlord's expense, a normal supply of cold water to the Leased Premises and to all other parts of the Facility where the same are required for its proper operations.
 - v) To provide, at the Landlord's expense, air-conditioning as necessary to all parts of the Facility between May 1 and October 15 in each year.
 - vi) To provide, at the Landlord's expense, adequate lighting for the Common Facilities but not for the Leased Premises.
 - vii) To provide and maintain parking areas for use in the conduct of all businesses in the Facility.
 - viii) To provide, at the Landlord's expense, an annual report on the operation and condition of the HVAC system by a recognized HVAC mechanical contracting firm, if requested by the Tenant.
- B) It is understood that the Landlord does not warrant that any of the services referred to above, or any other services which the Landlord may supply, will be free from interruption, Tenant acknowledging that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of the Landlord. Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages or abatement of rent or otherwise, or relieve the Tenant from performance of Tenant's obligations under this Lease provided such interruption or discontinuance of service is not caused by the Landlord's willful negligence.

6. **LANDLORD'S REMEDIES**

- A) If and whenever
- i) The Tenant fails to pay any rent or other sums due hereunder on the day or dates required (provided the Landlord first gives five (5) days written notice to the Tenant of such a failure);
 - ii) The Tenant is in default of any of its covenants, obligations or agreements under This Lease (other than its covenant to pay rent) and such default continues for a period of fifteen (15) consecutive days (or such longer period as may be reasonable in the circumstances) after written notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring it to be remedied;
 - iii) Any property of the Tenant on the Leased Premises has been sold under a valid writ of execution, or the Tenant has made an assignment for the benefit of creditors, or has made any assignment or has had a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent, has made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or where a receiver, or a receiver and manager has been appointed for all or a portion of the Tenant's property or any

action whatever, legislative or otherwise, has been taken with a view to the winding up, dissolution or liquidation of the Tenant;

- iv) Except in the circumstances contemplated by Section 7(c), the Leased Premises have been vacated or have become vacant or have remained unoccupied for a period of thirty (30) consecutive days, or
 - v) The Tenant or his agent falsifies any report required to be furnished to the Landlord, then, the landlord may,
 - a) Except in the case of non-payment of rent or other sums required to be paid by him under this Lease, remedy such default, and the cost thereof, together with interest at the stipulated rate of interest from the date of default be added to the next payment of minimum rent due under this Lease,
 - b) Without notice, re-enter upon the Leased Premises and repossess and enjoy them as of its former estate and remove all property from the Leased Premises. The Tenant may reclaim any property so removed within thirty (30) days of their removal by paying to the Landlord any expenses incurred for removal and storage. If not so claimed the Landlord may dispose of same as it deems advisable without becoming liable for any loss or damage caused thereby;
 - c) Where it elects to re-enter the Leased Premises, either terminate this Lease by notice in writing or may from time to time without terminating the Lease, make such alterations and repairs as are necessary in order to re-let the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term) and at such rent and upon such terms, covenants and conditions as the Landlord considers advisable;
- B) None of the remedies provided to the Landlord at law or under this section shall be exclusive or dependent upon any other remedy, but the Landlord may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.
- C) In case of removal by the Tenant of the goods or chattels of the Tenant from the Leased Premises, the Landlord may follow the same for thirty (30) days in the same manner as provided for in The Landlord and Tenant Act, R.S.O. 1990, Chapter L.7, or any successor legislation or other statute that may hereafter be passed to take the place of it or to amend it.
- D) It is agreed that none of the goods or chattels of the Tenant at any time during the continuance of the term hereby created on the said Leased Premises shall be exempt from levy by distress for rent in arrears by the Tenant.

7. **PROVISOS**

Provided always, and it is hereby agreed between the Parties as follows:

- A) The Landlord, at any time and from time to time, may sell, transfer, lease, assign or otherwise dispose of the whole or any part of its interest in the Facility of in the Leased Premises and, at any time from time to time, may enter into any mortgage of the whole or any part of its interest in the Facility of in the Leased Premises. As a condition precedent to every such dealing (other than any such mortgage, or other than any lease of other premises in the Facility) the party acquiring such interest shall have agreed to assume, and so long as it holds such interest, to perform each of the covenants, obligations and agreements of the Landlord under this Lease in the same manner and to the same extent as if originally named as the Landlord in this Lease and the Landlord shall thereupon be released from all of its covenants, obligations and agreements under this Agreement.

- B) The rights of the Tenant under this Lease shall be and are subject and subordinate at all times to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Facility, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Facility, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This Section is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord as attorney for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instrument or instruments. Tenant, at the option of any mortgage, agrees to subrogate to such mortgage in the event of a foreclosure sale or deed in lieu thereof.
- C) If during the term of any renewal, the Facility or any part thereof shall be destroyed or damaged by fire or the elements then the following provisions shall apply:
- i) If the Facility or any part thereof is in the opinion of the Landlord, so badly damaged as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such damage, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and Tenant shall immediately surrender the same and yield possession of the premises to the Landlord, and the rent from time of such surrender shall be apportioned.
 - ii) If the Facility or any part thereof is, in the opinion of the Landlord, capable with reasonable diligence of being repaired and rendered fit for occupancy within one hundred and twenty (120) days from the happening of such damage as aforesaid, but if the damage is such as to render the Leased Premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.
 - iii) If the Facility or any part thereof is repaired within one hundred and twenty (120) days as aforesaid, and if the damage is such that the Leased Premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the Leased Premises rendered unfit for occupancy bears the whole of the Leased Premises.
- D) Provided further and it is hereby agreed that should the Tenant hold over after the expiration of this lease and the Landlord thereafter accepts rent for the said premises as a monthly Tenant only of the Landlord but subject in all other respects to the terms and conditions of this lease in the absence of a written agreement to the contrary.
- E) It is agreed that no sign, advertisement or notice shall be inscribed, painted or affixed by the said Tenant on any part of the outside or inside of the Facility whatever, unless of such manner, colour, size and style and in such places upon or in said Facility as shall be first consented to in writing by the Landlord and, furthermore, the Tenant, on ceasing to be Tenant of the demised premises, will before removing his goods and fixtures from the said premises, cause any sign as aforesaid to be removed or obliterated at his own expense and in a workmanlike manner to the satisfaction of the Landlord.
- F) No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.
- G) No condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the Landlord or the Tenant at any time in respect of any provision of this Lease shall operate as a waiver of the Landlord's or Tenant's rights hereunder in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

- H) The Landlord shall not, in any event whatsoever, be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant, any employee of the Tenant or any other person who may be on the Leased Premises, or for any loss of or damage or injury to any goods and chattels whatever belonging to the Tenant, his employees or any other person while such goods and chattels are on the Leased Premises and, in particular, the Landlord shall not be liable for any damage to any goods and chattels caused by fire, explosion or from any gas, steam, water, rain or snow which may leak into, issue or flow from any part of the Facility or adjoining premises or from the water, sprinkler or drainage pipes or plumbing works of the buildings or from any other place or quarter or from any damage caused by or attributable to the condition or arrangement of any electrical or mechanical equipment or other utility; provided, however, that such non-liability of the Landlord shall in no event extend to the direct, primary and approximate results of the negligent, reckless or willful conduct of the Landlord, his agents, employees or representatives.
- I) In addition to the rights of the Landlord herein contained, if the Tenant shall be in default of any obligation under this Lease, the Landlord may perform such obligation on account of the Tenant and the Landlord shall not be liable for any loss or damage to the Tenant in so remedying the default of the Tenant. Any expense incurred by the Landlord in accordance with this paragraph shall be paid to the landlord forthwith on demand, and the Landlord, in addition to any other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as if they were rent in arrears. All arrears of rent and any monies paid by the Landlord hereunder shall bear interest at the Stipulated Rate of Interest from the time such sums become due until paid to the Landlord.
- J) The Tenant covenants and agrees with the Landlord that the Tenant will not register this Lease in this form in the Land Registry Office. If the Tenant desires to make a registration for the purpose only of giving notice of this Lease, then the parties hereto shall, contemporaneously with the execution of this Lease, execute a form of notice of lease sufficient to permit registration under the Registry Act or the Land Titles Act.
- K) If the term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of the Tenant, or if the Tenant shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, together with the rent for three months thereafter, shall immediately become due and payable, all subject to the provisions of the Landlord and Tenant Act, as amended.
- L) The Landlord covenants and agrees with the Tenant that if the Province of Ontario substantially decreases funding or ceases to fund the Tenant so that the Tenant no longer is responsible for all its current functions, the Tenant may give the Landlord one hundred and eighty (180) days written notice of its intention to terminate the Lease and vacate the Leased Premises or a portion thereof.”
- M) Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa. The headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provisions hereof.
- N) This Lease and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of each of the parties hereto. All obligations herein contained shall be deemed joint and several, and all rights and powers reserved to the Landlord may be exercised by either the Landlord or his agents or representatives.
- O) That any notice which either of the parties is required or permitted to give pursuant to any provision of this Lease shall, if intended for the Tenant be given in writing left at the Leased Premises or mailed by registered mail addressed to the Tenant at the Leased Premises, and if intended for the Landlord, in writing left at the premises of the Landlord at:

To the Landlord:

The Corporation of Haldimand County
53 Thorburn Street South
Cayuga, Ontario N0A 1E0

Attention: Jennifer Jacob, Administrator, Grandview Lodge

To the Tenant:

Hearing Life Canada Ltd.
4950 Yonge Street
Toronto, Ontario M2N 6K1

Attention: Lynn Veld, Senior Audiologist, Regional Manager

or mailed by registered mail addressed to the Landlord at the said address and such notice shall be deemed to have been given at the time it was delivered or mailed as the case may be.

- P) All payments required to be made by the Tenant shall be made payable to:
- The Corporation of Haldimand County
53 Thorburn Street South
Cayuga, Ontario N0A 1E0
Attn: Finance Division
- Q) Or to such agent or agents of the Landlord or at such other place as the Landlord shall direct in writing from time to time.
- R) No amendment or modification may be made to this Lease except by instrument in writing signed by the Landlord and the Tenant.
- S) The Schedules to this Lease form part of this Lease.
- T) There is no representation, warranty, collateral agreement or condition affecting the Facility, the Leased Premises, or this Lease, or supported by this Lease other than as expressed in this Lease.
- U) This Lease does not in any way or for any purpose make the Landlord a partner of the Tenant in the conduct of its business or otherwise or a member of a joint venture or joint enterprise with the Tenant. The provisions of this Lease relating to Percentage Rent are included solely for the purpose of providing a method whereby such rent if payable is to be determined.
- V) This Lease is entered into subject to the condition that it is to be effective only upon compliance with and upon obtaining such consents, if any, as may be required under The Planning Act, R.S.O. 1990, as amended, and provided that such consents are granted on conditions that are acceptable to the Landlord. If the Term of this Lease is such that a consent must be obtained so that this Lease shall have legal effect, the Tenant shall apply for such consent and the Tenant shall pay the legal expenses and other costs and fees incurred in respect of the consent and all fees, imposts and levies exacted by the local municipality as a result of the decision in respect of the application for consent. If the consent is not granted upon terms and conditions acceptable to the Landlord and the Tenant or the consent is denied, this Lease shall have legal effect and the Term shall be one (1) day less than the period specified in Section 50 of the Planning Act, R.S.O. 1990, or any successor legislation or other statute that may hereafter be passed to take the place of them or to amend it.
- W) This Lease shall be construed in accordance with the laws of the Province of Ontario.

Time shall be of the essence of this Lease.

Authorized by

By-law No. _____

THE CORPORATION OF HALDIMAND COUNTY

Ken Hewitt, Mayor

Evelyn Eichenbaum, Clerk

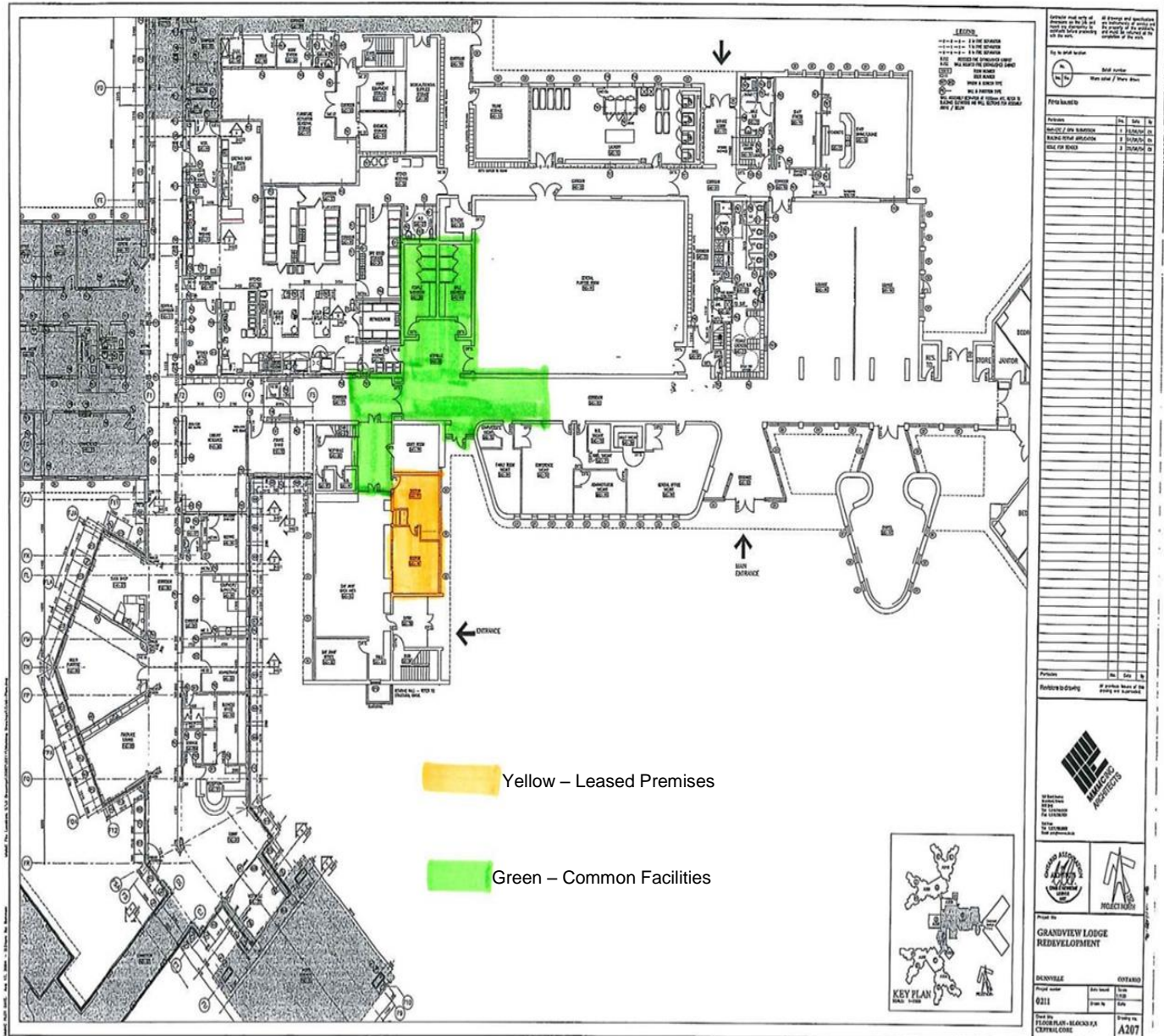
We have authority to bind the Corporation.

HEARING LIFE CANADA LTD.

We have authority to bind the Corporation.

SCHEDULE "A"

Grandview Lodge Long Term Care Facility at 657 Lock Street West, Dunnville, Ontario, being legally described as PIN # 38112-0165 (LT) being Part Lot 3 Indian Reserve Plan 69 as in DV4808, DV1270 (1stly Land) and Parts 2, 3 & 4 on 18R-6115, S/T HC67699; Haldimand County



SCHEDULE "B"

RULES AND REGULATIONS

(Please Note: The Landlord is entitled to make further Rules and Regulations from time to time upon Notification to Tenant)

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by the Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such controls as in the judgment of the Landlord are necessary for the proper operation of the Leased Premises and the Facility.
3. All garbage and refuse shall be kept in the kind of container and in the locations specified by the Landlord (including refrigerated storage rooms), and shall be disposed of in a manner specified by the Landlord and shall not be burned in or about the Leased Premises.
4. No radio, television, telephone or similar device and no water pipe, gas pipe or major electrical work shall be undertaken without obtaining in each instance the written consent of the Landlord. All such connections shall be installed in accordance with the Landlord's direction and without such direction no boring or cutting for wires or pipes shall be permitted.
5. The Tenant and its employees, suppliers, and other persons not customers having business with the Tenant, shall park their cars only in those portions of the parking areas designated for that purpose by the Landlord.
6. The plumbing facilities shall not be used for any other purpose than that for which they are intended, and no foreign substance of any kind shall be thrown in them, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant.
7. The Tenant shall employ at its expense such pest extermination contractors as the Landlord may direct and at such intervals as the Landlord may require.
8. The Tenant, its employees or agents, shall not make, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or iron without the written consent of the Landlord.
9. Except as permitted in the Lease, the Tenant shall not permit any cooking in the Leased Premises without the written consent of the Landlord.
10. No sidewalks, entry, passageway, elevator or staircase (excluding freight elevators and service stairwells) shall be obstructed or used by the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees for any purpose other than ingress to and egress from the Leased Premises.
11. The Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees shall not bring in or take out, position, construct, install or move any safe or other heavy equipment or furniture 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. All damage done to the building by moving or using any such safe, heavy equipment or furniture shall occur only during those hours when the Facility is not open for business or any other time consented to by the Landlord and the persons employed as movers must be acceptable to the Landlord.
12. The Tenant shall use its best efforts to discourage loitering in or about the Leased Premises.
13. 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.

14. 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 the purposes permitted by the Lease.
15. The Tenant shall regularly clean the inside and outside of all glass in the doors and windows of the Leased Premises and all exterior storefront surfaces of the Leased Premises and shall cause such cleaning to be done only during those hours when the Facility is not open for business.
16. Any hand trucks, carryalls, or similar appliances used in any building in the Facility shall be equipped with rubber tires, side guards and other such safeguards as the Landlord shall require.
17. No animals or birds shall be brought into the Leased Premises except as permitted by the Lease.
18. Except as permitted in the Lease, the Tenant shall not permit the delivery of any food or beverage to the Leased Premises without the approval of the Landlord.
19. The Tenant shall not solicit business in the Common Facilities or distribute any handbills or other Advertising matter in the Common Facilities or in automobiles parked in the parking areas. The Tenant shall not use nor permit the use of any loud speaker, phonograph, radio, public address system, sound reproduction or amplifying system that is in any manner audible outside of the Leased Premises.
20. The Tenant shall not cause, permit or suffer any machines selling merchandise, rendering services or providing (however operated) entertainment, including vending machines, to be present on the Leased Premises, except for any vending machines that are for the exclusive use of the Tenant's employees.
21. The Tenant shall obtain the written approval of the Landlord to the design, specifications, location and method of installation of a suitable sign not larger than 4 metres square and located on the face of the building unless otherwise agreed to by the Landlord in his sole discretion. A free standing or flashing sign will not be permitted. The Tenant shall install, maintain, and operate such sign which shall remain the property of the Tenant and the Tenant shall remove such sign at the end of the Term and shall make good all damage caused by such installation and removal.
22. The Tenant shall give the Landlord prompt written notice of any accident or other defect in the sprinkler system, water pipes, gas pipes or heating apparatus, telephone, electric or other wires on any part of the Leased Premises.