

Schedule "A"

FOURTH EXTENSION AGREEMENT

THIS AGREEMENT made this 24th day of March, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

-and-

SUPERIOR OSTEO POSTURAL CLINIC INC.

("Superior")

OF THE SECOND PART

WHEREAS the City and Superior Sports Training Inc. entered into a Lease Agreement made the 6th day of May, 2019 for the use of space in the John Rhodes Community Centre located at 260-280 Elizabeth Street, Sault Ste. Marie, Ontario, under the terms and conditions of the said Lease Agreement appended as Schedule "A" to this Agreement;

AND WHEREAS the term of the Lease Agreement is for a period of 3 years commencing May 6, 2019 and terminating May 5, 2022, with the option to extend as set out in Section 6.9 of the Lease Agreement as follows:

"Provided the Tenant is not in material default in the performance of any obligations contained in the Lease, the Tenant shall have the option of extending the Term, on a year-to-year basis at the agreed upon rent, as is negotiated between the Parties (the "Extended Term").

Such option shall be exercised by notice in writing given to the Landlord no later than two (2) months prior to the expiration of the Term. The Extended Term, unless the parties otherwise agree in writing, shall be on the same terms as in the Lease, except as to any further right of extension."

AND WHEREAS Superior Sports Training Inc. changed its name from Superior Sports Training Inc. to Superior Osteo Postural Clinic Inc. effective December 16, 2021;

AND WHEREAS pursuant to section 7.4 of the Lease Agreement, the Lease Agreement is binding upon any successors, assigns and other legal representatives as the case may be, and is therefore binding on Superior effective December 16, 2021;

AND WHEREAS Superior exercised its option to extend the Term for a period of one year in accordance with the Lease Agreement and therefore the City and Superior entered into an Amending and Extension Agreement dated the 11th day of April 2022 to address the extension of the Lease Agreement and successor rights to Superior;

AND WHEREAS Superior thereafter exercised its option to extend the Term for a further period of one year in accordance with the Lease Agreement, and the City and Superior entered into a Second Extension Agreement dated the 1st day of May, 2023 which extended the term for a further period of one year, commencing May 6, 2023 and ending on May 5, 2024 (the "Second Extended Term").

AND WHEREAS Superior thereafter exercised its option to extend the Term for a further period of one year in accordance with the Lease Agreement, and the City and Superior entered into a Third

Extension Agreement dated the 8th day of April, 2024 which extended the term for a further period of one year, commencing May 6, 2024 and ending on May 5, 2025 (the "Third Extended Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. EXTENSION TERM

The Lease Agreement shall be extended for a period of one year, commencing May 6, 2025 and ending on May 5, 2026 (the "Fourth Extended Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement.

2. RENT

The parties hereto acknowledge and agree that the Rent payable pursuant to Section 3.2 of the original Lease Agreement shall be amended for the Fourth Extended Terms as follows:

"Annual Rent for the Fourth Extended Term shall be calculated at a rate of \$7.90 per square foot plus 3% CPI increase for the rent portion on the contract, plus HST, calculated as follows:

887 square feet X \$8.14 (Rent plus CPI at 3%) = \$7,217.52 + \$938.28 (HST) = \$8,155.80 annually.

Rent shall be payable in equal monthly installments in the amount of \$601.46 plus HST on or before the first day of each month in the Fourth Extended Term."

3. MISCELLANEOUS

The parties hereto acknowledge and agree that the remaining terms and conditions of the Lease Agreement shall remain in place and in full force and effect during the Fourth Extended Term commencing May 6, 2025 and ending on May 5, 2026.

IN WITNESS WHEREOF the parties hereto have signed this Third Extension Agreement this 7th day of April, 2025.

SUPERIOR OSTEO POSTURAL CLINIC INC.

PER:

Name:

Authorized Representative for Superior Osteo Postural
Clinic Inc.

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

MAYOR – MATTHEW SHOEMAKER

PER:

CITY CLERK – RACHEL TYCZINSKI