

Schedule "A"

THIS EXTENSION AGREEMENT made in duplicate this 14th day of July, 2025.

B E T W E E N:

SAULT STE. MARIE HOUSING CORPORATION

(hereinafter called the "Landlord")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the City and the Ontario Housing Corporation originally entered into a Lease dated the 1st day of August, 1975 (the "Original Lease"), a copy of which is appended as Appendix A to this Extension Agreement;

AND WHEREAS the Original Lease was then amended by Lease Amendment dated the 30th day of August 1983 (the "Amending Lease Agreement"), a copy of which is appended as Appendix B to this Extension Agreement;

AND WHEREAS the Original Lease was then further amended by Lease Amendment dated the 2nd day of June 1988 (the "Second Amending Lease Agreement"), a copy of which is appended as Appendix C to this Extension Agreement;

AND WHEREAS the Province subsequently passed Order in Council 2396/2000 which transferred all rights, interest, liability or obligations that Ontario Housing Corporation had in the said lands and premises covered by the Original Lease, Amending Lease Agreement and Second Amending Lease Agreement to Sault Ste. Marie Housing Corporation, copies of which are appended as Appendix D to this Extension Agreement;

AND WHEREAS the Original Lease expires on the 1st day of August, 2025 and while the parties are in the process of negotiating the terms and conditions of a new lease agreement, the parties desire to extend the Original Lease for a period of two months on the same terms and conditions;

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. EXTENDED TERM

The Landlord and the Tenant hereto acknowledge and agree that the term in the Original Lease shall hereby extend for a period of two (2) months, commencing August 1, 2025 and ending September 30, 2025 (the "Extended Term") or until the parties finalize a new agreement, whichever occurs first.

2. TERMS AND CONDITIONS

The Landlord and the Tenant acknowledge and agree that all other terms and conditions as set out in the Original Lease, shall remain unchanged.

IN WITNESS WHEREOF the parties have executed this Extension Agreement to be effective as of the date first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

SAULT STE. MARIE HOUSING CORPORATION

Per: _____

I have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR MATTHEW SHOEMAKER

CITY CLERK RACHEL TYCZINSKI

We have authority to bind the Corporation.

Appendix "A"

THIS LEASE made the 1st day of August , 1975.

B E T W E E N :

ONTARIO HOUSING CORPORATION

(hereinafter called the "Landlord")

OF THE FIRST PART

- A N D -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS:

1. the Landlord is the owner of certain lands situated on Bay Street in the City of Sault Ste. Marie, Province of Ontario, which lands are more fully set out in Schedule "A" hereto, and
2. the Landlord has constructed on the said lands a Senior Citizens apartment building (municipally known as 615 Bay Street) and an adjoining Senior Citizens Drop-In Centre (municipally known as 619 Bay Street) which was established under The Elderly Persons Centres Act, R.S.O. 1970, chapter 140 and amendments thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant, the Senior Citizens' Drop-In Centre premises, which premises are shown outlined in red on the plan of the Senior Citizens Complex in Schedule "B" hereto, (herein called the "leased premises") for the term of fifty (50) years commencing on the 1st day of August , 1975. ✓

PAYING THEREFORE during the term to the Landlord the yearly sum of \$3,244.08 of lawful money of Canada payable in advance commencing on the first day of the term hereby granted.

1. COMMON AREAS

(a) Definition. The term "common areas" shall mean those areas not used exclusively for the benefit of one of the parties hereto, but for the joint use and benefit of both the Senior Citizens' apartment buildings and the Senior Citizens' Drop-In Centre, and shall include, but not be limited to the following:

- (i) all exterior landscaped areas outside the building perimeter;
- (ii) the paved parking lot;
- (iii) all fences, sidewalks and driveways other than those belonging to the Tenant;
- (iv) the mud room; and
- (v) all entrances and exits to and from the leased premises.

(b) Right to Use. The Landlord grants to the Tenant for the benefit of the Tenant, its invitees, licencees, employees and all other persons having business with it, the right in common with other Tenants of the Senior Citizens' Complex to use the common areas of the Complex.

(c) Maintenance. The Landlord shall be responsible for the operation, maintenance, and replacement of all common areas.

2. COMMON FACILITIES

(a) Definitions. The term "common facilities" shall mean those facilities not used exclusively for the benefit of one of the parties hereto, but for the joint use and benefit of both the Senior Citizens' apartment building and the Drop-In Centre and shall include but not be limited to all underground gas, water, and electrical pipes, conduits and lines and appurtenant equipment servicing the Complex.

(b) Maintenance. The Landlord shall be responsible for the operation, maintenance and replacement of the common facilities and the Tenant shall pay as a maintenance and operating charge in each year of the term hereby granted, semi-annually not in advance, a sum not to exceed 15 per cent of the yearly operating and maintenance costs as computed hereunder of the common facilities.

(c) Payment. The Operations Branch of the Landlord together with a representative selected by the Tenant shall determine which costs are applicable to the common facilities and the amount thereof, and upon determination will furnish the Tenant with an invoice in writing for the Tenant's proportionate share thereof, which shall not, in any event, exceed 15 percent of the total of such costs. The Tenant shall pay its share within 30 days of receipt of an invoice therefore.

3. TAXES

The Tenant shall, in each and every year during the said term, pay and discharge all realty and other taxes (including grants in lieu of taxes), rates, duties and assessments, including local improvement rates and business taxes relating to the leased premises or any part thereof or the use or occupation thereof that may be levied, rates, charged or assessed by any municipal or other governmental authority. Separate assessments shall be made for the leased premises and the Senior Citizens apartment building.

If separate assessments shall not be made for the leased premises and every part thereof for any year, and cannot be obtained from the Municipality, the Tenant shall pay, as additional rent to the Landlord, in respect of any part which shall not be covered by such separate assessments a proportionate part of the taxes and other rates levied with respect to the entire building complex excluding lands appurtenant thereto. Such proportionate part shall be calculated by applying the City of Sault Ste. Marie tax mill rate to the portion of the total assessed value of the entire building complex excluding lands appurtenant thereto, that the total floor area of the leased premises bears to the total floor area of the entire building Complex. The Tenant shall, however, be entitled to the benefit of any credits, exemptions, allowances or reductions obtained by the Landlord in respect to the leased premises and the Landlord covenants to provide reasonable assistance to the Tenant in obtaining any such credits, exemptions, allowances or reductions.

4. TENANTS' RESPONSIBILITIES

(a) Responsibilities. Except as hereinafter set out, the Tenant shall be solely responsible for all operating, maintenance and replacement costs with respect to facilities used exclusively for the leased premises, which costs shall include, but not be limited to the following:

- (i) All interior and exterior walls, brickwork, doors, windows and woodwork;
- (ii) Floors, roofs, and ceilings;
- (iii) Partitions;
- (iv) Exterior and interior painting;
- (v) All electrical gas, water, T.V., lighting, and heating fixtures;
- (vi) Stoves, refridgerators and all kitchen equipment;
- (vii) Plumbing and air conditioning;
- (viii) Interior pipes, ductwork, conduits and wiring;
- (ix) The garbage room and removal of garbage.

(b) Replacement Costs. Notwithstanding Subclause (a) hereof, the Tenant shall not be responsible for the replacement costs of the structural components, other than the gravel roof of the Senior Citizens' Drop-In Centre; provided that the Tenant shall be responsible for any portion of such replacement costs occasioned by its negligence or failure to provide proper maintenance

(c) Dispute. If the Landlord and the Tenant are unable to agree on whether there is need of repair or replacement, the matters in dispute shall be referred to an arbitrator appointed under the provisions of The Arbitrations Act, whose decision shall be binding.

(d) Utilities. The Tenant shall provide and pay for its own heating, electricity, gas, water and other utilities and supplies to the leased premises. Separate meters shall be installed for electrical service.

If separate meters are not installed for gas and water utilities

- (1) Gas utilities shall be paid 79% by the Landlord and 21% by the Tenant.
- (2) Water utilities shall be paid 94.3% by the Landlord and 5.7% by the Tenant.

(e) Maintenance and Repairs. The Tenant shall at his own expense maintain and keep the leased premises and every part thereof, including without limiting the foregoing, all plumbing, air conditioning, heating and electrical fixtures, equipment and wiring situate within or on the leased premises, in good

order and condition as would a careful owner, and will promptly make all needed repairs, structural or otherwise including those necessitated by reasonable wear and tear.

(f) Clean and Painted. The Tenant shall keep the leased premises clean and well painted and shall replace any glass windows and doors which shall be broken or damaged.

(g) Garbage Disposal. The Tenant shall provide for proper garbage and waste collection and disposal.

5. SNOW AND ICE

The Landlord shall be responsible for the removal of snow and ice from the parking lot, driveways and sidewalks.

6. PLACE OF PAYMENT

All payments required to be made by the Tenant under this lease shall be made to the Landlord at its office at 101 Bloor Street West, Toronto, Ontario, M5S 1P8 or at such other place as the Landlord may from time to time designate by notice in writing to the Tenant.

7. REPAIRS

It shall be lawful for the Landlord and its agents, employees and other persons having its written authorization, at all reasonable times during the said term, to enter the leased premises to examine the conditions thereof. All want of reparation, including those items necessitated by reasonable wear and tear, that upon such view shall be found, and for the amendment of which notice in writing shall be left at the leased premises, the Tenant shall, within three months next after such notice, make the said repairs. In the event the said repairs cannot be made with reasonable diligence within the said time limit, the Tenant shall not be in default hereunder provided it carries out such repairs in a diligent manner.

8. COMPLY WITH LAWS

The Tenant shall comply with all laws, by-laws, rules and regulations, municipal, provincial, federal or otherwise, including all lawful requirements of the local Board of Health, Police and Fire Departments and Municipal Authorities respecting the manner in which the leased premises shall be used and maintained.

9. ASSIGNMENT AND SUBLET

The Tenant shall not, by any act or deed, assign, transfer, set over or sublet the leased premises to any person or persons without the joint consent in writing of the Landlord and the Ministry of Community and Social Services. The Tenant shall furnish to the Landlord copies of any assignment or sublease made in respect of the leased premises. The Tenant agrees that consent by the Landlord to any assignment or subleasing shall not release the Tenant from or reduce its obligation to pay rent and fully observe and perform the covenants, terms and conditions herein contained.

10. NUISANCE

The Tenant shall not carry on, suffer, or permit to be carried on, upon any part of the leased premises, any noisy, offensive, dangerous or objectionable activity nor permit the leased premises, or any part thereof, to be used for any illegal or immoral purpose, and will not do or omit to do or permit to be done or omitted, anything upon or in respect of the leased premises, the doing or omission of which, as the case may be, shall be or result in a nuisance to the Landlord and its Tenants in the neighbouring building.

11. INSURANCE

(a) Coverage. The Tenant shall insure and keep insured the leased premises against fire and other perils normally covered in a standard extended coverage endorsement in an amount equal to the full replacement cost from time to time of the leased premises and improvements and equipment in and upon the said premises. This policy shall include the Landlord as a joint named insured with the Tenant and shall contain a waiver of subrogation in the name of one insured against the other.

(b) Amount. The Tenant shall provide the Landlord with a certificate of the liability insurance policy showing that the Tenant is covered with respect to the leased premises and its operations therein to a limit of not less than \$200,000 inclusive with respect to each occurrence of injuries to or death of any person or persons or damage to property. This insurance shall apply to liability assumed by the Tenant under Clauses 14(a) and (b) hereof.

(c) Review of Insurance. The limit of such insurance may be reviewed by the Landlord at the tenth anniversary of this lease and every ten years thereafter during the term, and a higher limit may be required should general inflationary conditions render same advisable in order to maintain the same level of protection as presently required by this lease.

12. LIABILITY FOR INJURIES

(a) Liability of Landlord. Except where due to the negligence of the Landlord, the Landlord shall not be liable or responsible in any way for any personal injury, death, loss, or damage to property that may be suffered or sustained by the Tenant or any employee of the Tenant or any other person who may be upon the leased premises or areas of common use.

(b) Liability of Tenant. Except where due to the negligence of the Tenant, the Tenant shall not be liable or responsible in any way for any personal injury, death, loss, or damage to property that may be suffered or sustained by the Landlord or any employee of the Landlord or any other person who may be upon the leased premises or areas of common use.

13. DAMAGE BY FIRE

If and whenever during the term, the leased premises are damaged or destroyed by fire, lightning, tempest or other casualty, the Landlord shall repair the damage with all reasonable speed using the proceeds of the insurance policy required to be placed by the Tenant under paragraph 11 herein. The Tenant shall, notwithstanding such damage, continue to be responsible for payments of its proportion of the taxes, rates and assessments and such payments as it would have been obligated to make under this lease if the damage had not occurred.

14. ALTERATIONS

The Tenant shall not make any alterations or additions to the leased premises without previously obtaining the written consent of the Landlord to the plans and specifications thereof, and also any pre-requisite permits or permissions required from local or other authorities.

The Tenant, however, may from time to time, at its own expense, without permission, erect interior partitions, and change the location of plumbing, air conditioning, ventilating and electric wiring to suit itself, subject only to the Elderly Persons Centre Act, (and any other relevant provision herein.)

15. DISTRESS

None of the goods and chattels of the Tenant on the leased premises at any time during the said term shall be exempt from levy by distress for rent in arrears.

16. HEAVY MACHINERY

The Tenant shall not bring upon the leased premises or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might damage the leased premises or the said building or interfere in any way with the operation of any of the services within the building. If any damage is caused to the leased premises or the said complex by any machinery, equipment, article or thing by unloading or by any act, neglect or misuse on the part of the Tenant or any of its servants, agents or employees or any other person, the Tenant shall forthwith repair the same at its own cost.

17. INDEMNIFICATION

(a) By Tenant. Except for acts of negligence or default by the Landlord its servants, workmen or agents, the Tenant shall indemnify and save harmless the Landlord from all liabilities, fines, suits, claims, demands and actions of any kind or nature to which the Landlord shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any injury, damage or death resulting from, occasioned to, or suffered by any person or persons, or any property by reason or any act, neglect, or default on the part of the Tenant or any of its agents or employees. Such indemnification in respect of

any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the lease, shall survive any termination of this lease, notwithstanding anything in this lease to the contrary.

(b) By Landlord. Except for acts of negligence or default by the Tenant its servants, workmen or agents, the Landlord shall indemnify and save harmless the Tenant of and from all liabilities, fines, suits, claims, demands and actions of any kind or nature to which the Tenant shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Landlord of any covenant, term or provisions hereof or by reason of any injury, damage or death resulting from, occasioned to or suffered by any person or persons or any property by reason of any act, neglect, or default on the part of the Landlord or any of its agents or employees. Such indemnification in respect of any such breach, violation, or non-performance, damage to property, injury or death occurring during the term of the lease shall survive any termination of this lease, notwithstanding anything in this lease to the contrary.

18. FAILURE TO PAY

(a) Reimbursement. In the event that the Tenant fails to pay any taxes, rates, insurance premiums or other costs and charges or fails to perform any of the covenants or agreements contained in this lease the Landlord may pay or perform the same or cause the same to be paid or performed, and the Landlord may require the Tenant to reimburse it in the amount so paid or incurred forthwith on demand. 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 it might have and take for the recovery of rent in arrears under the terms of this lease.

(b) Evidence of Payment. The Tenant shall from time to time at the request of the Landlord produce to the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this lease.

19. INTEREST ON ARREARS

All arrears of rent and any money paid by the Landlord hereunder shall bear interest at the rate of 8 per cent per annum from the time such arrears or monies become due until paid to the Landlord.

20. REMOVAL OF FIXTURES

(a) Removal. The Tenant may at or prior to the expiration of the term hereby granted, if no default exists hereunder take, remove or carry away from the leased premises all fixtures, fittings, utensils, shelving, counters, safes or other articles belonging to or brought upon the said leased premises by the Tenant. The Tenant shall be responsible for and shall repair any damage caused to leased premises during any such removal.

(b) Exception. The Tenant shall not remove or carry away from the leased premises any building or any plumbing, heating or ventillating plant or other equipment or other building services.

(c) Right of Landlord. In case of removal by the Tenant of the goods and chattels of the Tenant from the premises the Landlord may follow the same for 30 days in the same manner as is provided for in the Landlord and Tenant Act.

21. RE-ENTRY

If the rent hereby reserved is in arrears for 60 days, although no formal demand has been made therefore, or in the case of the breach or non-performance of any of the covenants or agreements contained herein on the part of the Tenant, except for breaches which cannot be remedied within the time limited herein, but the Tenant is proceeding diligently to remedy such breach, then it shall be lawful for the Landlord at any time thereafter with the written consent of the Minister of Community and Social Services to enter into and upon the leased premises or any part thereof, and the same to have and again repossess and enjoy as of its former estate notwithstanding anything to the contrary contained herein.

22. OPTION RENEW

(a) Renewal Lease. The Landlord hereby covenants with the Tenant that if the Tenant shall pay the rent when due under the lease and perform and observe the covenants, provisos and agreements on his part herein contained, the Landlord shall, subject to the conditions set out below, grant to the Tenant a renewal lease of the premises on terms and conditions to be negotiated by the parties upon the expiration of the present term of the lease.

(b) Exercise of Option. The Tenant may exercise the option to renew the lease by notice in writing delivered or mailed by registered mail to the Landlord not later than 6 months before the expiration of the present term.

23. QUIET ENJOYMENT

The Landlord covenants with the Tenant that upon the Tenant paying the rent and performing the covenants contained herein, the Tenant shall and may peaceably possess and enjoy the leased premises for the term hereby granted, without any interruption or disturbance from the Landlord, or any other person or persons lawfully claiming by, from or under the Landlord.

24. SIGNS AND ADVERTISING

The Tenant shall not erect or install any exterior signs without prior written consent of the Landlord (which consent shall not be unreasonable withheld) other than suitable signs at the entrances to the parking lot, the walkway and the main door of the building, publicizing the Elderly Persons Centre. In erecting any signs, the Tenant shall comply with the lawful requirements of municipal and governmental authorities. All signs shall remain the property of the Tenant and shall be removed by it upon termination or expiry of the term hereby granted. The Tenant shall repair any damage caused by such removal. The Tenant shall indemnify the Landlord against any loss or damage caused to any person or thing as a result of the placing or the use of any signs on the leased premises.

25. RIGHT TO INSTALL SERVICES

(a) The Landlord and any persons authorized by the Landlord shall have the right to use, install, maintain and repair pipes, wires, ducts, or other installations in, under or through the leased premises or in connection with the supply of any services to any part of the adjoining building and premises, or the lands appurtenant hereto, provided that such work shall be at the Landlord's expense and the Landlord shall restore the leased premises to their original condition so far as is reasonably possible.

(b) If, by reason of accident or other cause, it is necessary to make any repairs, alterations, improvements or additions in or relating to the leased premises the Landlord may cause such reasonable and temporary obstruction in respect thereof as may be necessary for the purposes aforesaid and may interrupt or suspend the supply to the leased premises of electricity, water and other services where necessary and until said repairs, alterations, improvements or additions shall have been completed. There shall be no abatement in rent because of any such obstruction, interruption or suspension provided that such repairs, alterations, improvements or additions are made as expeditiously as is reasonably possible.

26. USE OF PLUMBING

The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage to the plumbing facilities caused by the Tenant or its employees, agents, licencees or invitees shall be borne by the Tenant.

27. NON-WAIVER PROVISION

The failure of the Landlord to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that the Landlord may have and shall not be

deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

28. ONTARIO MUNICIPAL BOARD APPROVAL

The parties hereto agree that this lease is conditional upon the Tenant obtaining approval from The Ontario Municipal Board.

29. NOTICE

Any notice, request or demand herein provided for or given hereunder if given by the Landlord to the Tenant shall be sufficiently given if mailed by registered mail, postage prepaid, addressed to the Tenant at: Box 580, Sault Ste. Marie, Ontario.

Any notice herein provided for or given hereunder if given by the Tenant to the Landlord shall be sufficiently given if mailed as aforesaid, addressed to the Landlord at:

101 Bloor Street West, Toronto, Ontario, M5S 1P8.

Any Notice mailed as aforesaid shall be conclusively deemed to have been given on the next business day following the day on which such notice is mailed as aforesaid. Either the Landlord or the Tenant may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of such notices thereafter.

30. INTERPRETATION

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include firms and corporations and vice versa when the meaning or the context herein so require.

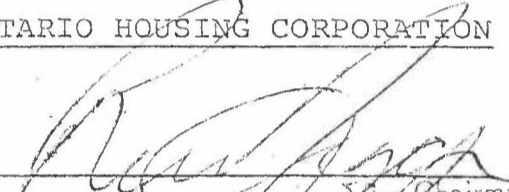
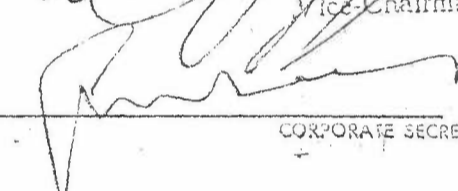
31. SUCCESSORS AND ASSIGNS

This indenture and everything herein contained shall extend to and bind and enure to the benefit of the respective


successors and assigns of the parties thereto, subject to the joint consent being obtained, as hereinbefore provided to any assignment or sublease by the Tenant. All rights and powers reserved to the Landlord may be exercised by either the Landlord or its appointed agents and representatives.


IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their proper officers duly authorized in that behalf.



ONTARIO HOUSING CORPORATION


Vice-Chairman

CORPORATE SECRETARY

THE CORPORATION OF THE CITY OF SAULT STE. MARIE


MAYOR


CLERK

O.H.C.
DEV. MGR.
APPD. 
ENG. 2/7/75
ARCHT. 2/7/75
SOL. 
FIN.
SECTY.

'T' S IS SCHEDULE "A" TO THE REEMENT

B E T W E E N :

ONTARIO HOUSING CORPORATION

- AND -

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

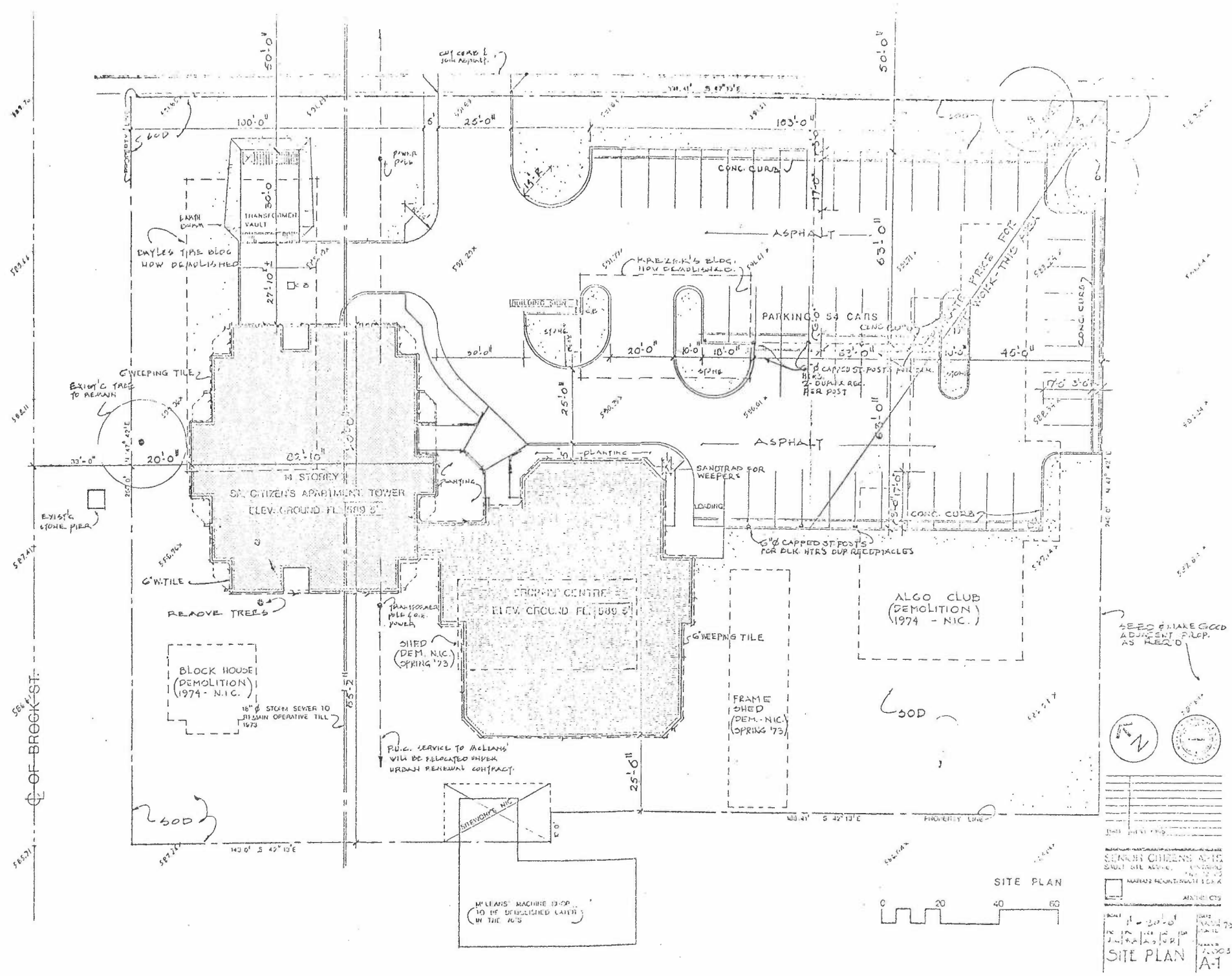
All in singular that certain parcel or tract of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma and more particularly described as parts 1, 2, 3, 4, 5, and 6 according to the IR-Plan, registered in the Registry Office for the District of Algoma as Plan Number IR-1677.

THIS IS SHEET E "B" TO THE AGREEMENT BETWEEN:

ONTARIO HOUSING CORPORATION

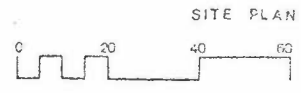
-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE



DATE	1973
BY	[Signature]
CHECKED BY	[Signature]
SCALE	1" = 20'-0"
PROJECT	SAULT STE. MARIE, ONTARIO HOUSING CORPORATION
DATE	1973
BY	[Signature]
CHECKED BY	[Signature]
SCALE	1" = 20'-0"
PROJECT	SAULT STE. MARIE, ONTARIO HOUSING CORPORATION
DATE	1973
BY	[Signature]
CHECKED BY	[Signature]
SCALE	1" = 20'-0"
PROJECT	SAULT STE. MARIE, ONTARIO HOUSING CORPORATION

SITE PLAN
A-1



SITE PLAN

BUILDING EXTENSION AGREEMENT

THIS AGREEMENT is made this 30th day of August
1983.

B E T W E E N:

ONTARIO HOUSING CORPORATION

(hereinafter called OHC)

- and -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

(hereinafter called the City)

WHEREBY OHC and the City agree with one another as follows:

1. Purpose of this Agreement

- 1.1 OHC, as Landlord and the City, as Tenant, have entered into a lease for 50 years commencing on the 1st day of August, 1975 to lease the lands described in Schedule A attached to this agreement.
- 1.2 The City desires to lease from OHC the land described in Schedule B attached to this agreement and to construct a building thereon at the City's expense and in accordance with the terms of this agreement and to maintain such building in conjunction with the existing building on the land in Schedule A upon the terms and conditions set out in the Lease of 1975 as amended.

2. Definitions and Interpretations

- 2.1 Whenever any of the following words or phrases appears in this Agreement, it shall have attributed to it the extending meaning set out below:
- (1) Lease means the lease made by Ontario Housing Corporation, as Landlord in 1975 of Parcel 1, to the City of Sault Ste. Marie, as Tenant.
- (2) Parcel 1 means the Land leased to the City as described in Schedule A of this agreement.

- (3) Parcel 2 means the land to be leased to the City for the building extension as described in Schedule B of this agreement.
- (4) Parcel 3 means the land owned by the City and to be allocated as additional parking space as described in Schedule C of this agreement.
- (5) Parcel 4 means the land owned by the City to be designated as reserve parking for overflow purposes, as described in Schedule D of this agreement.
- (6) Specifications means the plans and specifications for the building or buildings and other improvements to be constructed on Parcel 2 as approved by OHC and the Municipal Council of the City.
- (7) Building Extension means the building and improvements to be constructed on Parcel 2.
- (8) Contractor means any contractor, builder, or person who constructs any part of the Building Extension.

2.2 OHC and the City agree that each expression in this agreement of an obligation of one of them is considered to be a covenant of the one obligated made with the other to perform the obligation.

3. Lease of Parcel 2

3.1 The City shall cause a reference plan to be made of Parcel 2 and of Parcel 3 and shall cause such reference plan to be registered in the local Land Registry Office, after it has been approved by OHC.

3.2 OHC shall lease to the City Parcel 2 for the purposes set out in this agreement and OHC and the City shall execute an amendment of the Lease to carry out the Lease of Parcel 2, which shall be in the form attached as Schedule E to this agreement.

4. Building Extension

- 4.1 The City shall build on Parcel 2, at its own cost without any contribution or sharing by OHC, the Building Extension which will be an expansion of the Drop-in Centre and which will be used for the same or similar purposes as the Drop-in Centre on Parcel 1.
- 4.2 The City shall build the Building Extension in accordance with the terms of this agreement, namely:
- (1) The City shall build or cause to be built the Building Extension in a good and workmanlike manner according to the Specifications or any changes thereto approved by OHC, and the City shall provide all materials and shall perform all work according to the plans and specifications, and shall complete the Building Extension on or before the 30th day of June, 1984.
 - (2) The City shall retain an architect or engineer qualified to practice in Ontario to supervise the construction of the Building Extension.
 - (3) The City shall from time to time during construction of the Building Extension provide OHC with such reports and information as OHC may require concerning the materials and work and the City shall permit OHC's servants, employees and agents to enter upon Parcel 2 from time to time for the purpose of determining whether the Building Extension is being constructed in accordance with the Specifications.
 - (4) The City shall cause Parcel 2 to be rezoned, if necessary, to permit construction of the Building Extension and shall comply with all requirements, rules, regulations and orders of the proper governmental authorities whether federal, provincial, or municipal respecting the construction of the Building Extension.

- (5) The City shall have all the work duly tested and shall cause a certificate of completion to be issued by its architect, and shall maintain all such construction lien holdback claims, as are required under the Construction Lien Act.
- (6) The City shall be responsible for any faulty workmanship or material, the improper or inefficient operation of any equipment or appurtenance which appears from time to time during the term of the Lease and shall remedy any of the foregoing forthwith upon written notice from OHC and shall pay forthwith for any damage caused to OHC thereby.

4.3(1) The City shall assume full responsibility for construction, repair, and replacement of every part of the Building Extension, and the City shall indemnify and save harmless OHC from and against every loss, cost, claim, damage, expense, demand, liability, and action of whatsoever nature or kind in any way arising out of or connected in any way with the construction, repair, or replacement of any part of the Building Extension or any material, services, or work supplied in respect of the Building Extension.

- (2) The City acknowledges that OHC is not a joint-adventurer or partner in construction or maintenance of the Building Extension.

5. Insurance

The City shall maintain or ensure that any Contractor maintains during construction of the Building Extension insurance coverage as follows:

- (1) The insurance shall be with an insurer authorized to carry on the business of an insurer in Ontario, and the insurance shall be for the total Contract Price.
- (2) The insurance shall cover all liability or damage in respect of injuries to persons including injury resulting in death or damage to property

arising out of the performance of the construction of the Building Extension including, without limiting the generality of the foregoing, comprehensive general liability insurance covering premises and operations, contractors liability, contractors contingent liability, and liability under The Workers Compensation Act.

- (3) The insurance shall not contain any limitation or exclusions of blasting or any other peril or damage.
- (4) The City shall further ensure that the City and the Contractor or either of them maintains fire insurance on the Building Extension during the full term of the Lease with the City in an amount equal to the market value or the replacement value of the Building Extension, whichever is greater.
- (5) OHC shall be included as an insured party in any liability or fire insurance under this section, but in the event that the funds from the insurance are required to repair any damage to the Building Extension, OHC's right under the insurance shall be subject to the prior rights of the City for the purpose of rebuilding or repairing the Building Extension.
- (6) After completion of construction the Insurance provisions, as set out in the Lease, shall apply to the Building Extension instead of the provisions of this part 5.

6. Parking

6.1 OHC and the City shall establish and maintain during the term of this Lease parking spaces -

- (a) for residents of the Senior Citizens apartment buildings and visitors;

(b) for visitors and others using the Drop-in Centre and the Building Extension; as more particularly set out in the amendment to the Lease (section 26A).

7. Default

7.1 The City shall be deemed to be in default in each and every one of the following events:

- (a) upon the failure to perform or upon improper performance any part of this agreement; and
- (b) upon failure to carry out construction of the Building Extension within the time specified in this agreement.

7.2 If default occurs as set out in section 7.1 and if default continues for ninety (90) days after notice in writing thereof has been given to the City specifying such default and requiring the default to be remedied, OHC shall have the option of notifying the City in writing that all rights of the City under this agreement have terminated, and the City shall be in default under the Lease and OHC may use the remedies available under the Lease to re-enter the land.

8. Assignment

8.1 The City and OHC hereby mutually agree not to assign this agreement in whole or in part and any document purporting to assign this agreement will have no force or effect unless the City and OHC consent to such assignment.

8.2 A change in the status of the City or of OHC by amalgamation or succession shall not be deemed to be an assignment of this Agreement.

9. Force Majeure

9.1 If the City is delayed in commencing, performing or completing any of its obligations under this Agreement by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war, or by any situation or matter not within its control and not avoidable by exercise of reasonable effort or foresight then performance of the act or obligation shall be excused for the period of the delay, and the period for the performance of the act or obligation shall be extended for a period equivalent to the period of the delay.

10. Administrative Provisions

10.1 The Headings used in the section of this agreement are for the purpose of description only and do not form part of this Agreement.

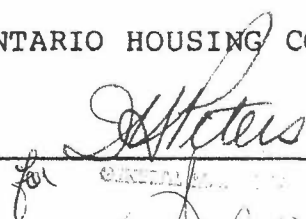
10.2 Any notice or other communication required to be given in writing by this Agreement shall be deemed to have been given at the time of delivery or two days after mailing thereof addressed:

- (a) to Ontario Housing Corporation, 777 Bay Street Toronto, Ontario M5G 2E5, to the attention of the Corporate Secretary; and
- (b) to the City addressed to the Director of Development, The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, Sault Ste. Marie, Ontario.

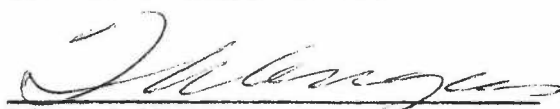
10.3 This Agreement shall be conditional upon approval being obtained pursuant to section 64 of the Ontario Municipal Act.

IN WITNESS THEREOF the parties have signed this Agreement under seal.

ONTARIO HOUSING CORPORATION



THE CORPORATION OF THE CITY OF SAULT STE. MARIE


ACTING MAYOR - T. A. ANGUS


CLERK - WILLIAM G. LINDSAY

Authorized by
By-Law No. 84-89
Dated: April 9, 1984

SCHEDULE 'A'

The land and premises in the City of Sault Ste. Marie in the District of Algoma and being that part of the land described as parts 1, 2, 3, 4, 5, and 6 according to a plan registered in the Land Registry Office for the District of Algoma as reference plan number 1R-1677, and being the part outlined in red on the sketch attached.

SCHEDULE 'B'

The land and premises in the City of Sault Ste. Marie in the District of Algoma described as Part 1, Part 2, Part 6, and Part 8 according to a plan registered in the Land Registry Office for the District of Algoma as reference plan number 1R-5766.

SCHEDULE 'C'

The land and premises in the City of Sault Ste. Marie in the District of Algoma described as Part 4 according to a plan registered in the Land Registry Office for the District of Algoma as reference plan number 1R-5766.

SCHEDULE 'E'

Copy of Lease Amendment.

Appendix "C"

LEASE AMENDMENT

THIS AGREEMENT is made this 2nd day of June, 1988.

B E T W E E N:

ONTARIO HOUSING CORPORATION

(hereinafter called the "Landlord")

- and -

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

(hereinafter called the "Tenant")

WITNESS:

WHEREAS:

- (1) The Landlord is the owner of the lands and premises situate, lying and being in the City of Sault Ste. Marie in the District of Algoma described in parts 1, 2, 3, 4, 5 and 6 according to reference plan registered in the Land Registry Office for the Registry Division of Algoma as number 1R-1677.
- (2) The Tenant is the owner of the lands and premises situate, lying and being in the City of Sault Ste. Marie in the District of Algoma described as part 4 on registered reference plan 1R-5766.
- (3) The Landlord leased to the Tenant the lands shown outlined in red on Schedule A attached to this Lease Amendment for a term of 50 years from the 1st of August, 1975.
- (4) The parties entered into a Lease Amendment Agreement dated the 30th of August, 1983.
- (5) The parties intend to alter the Terms of the Lease as amended in the manner set out below.

NOW THEREFORE:

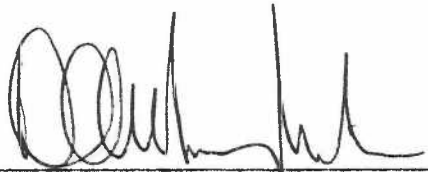
Section 26A(3) of the Lease is hereby amended as follows:

"26A(3) The Tenant shall establish no later than July 1, 1989 and maintain and make available during the term of this Lease on the area identified south of Part 6 and west of Part 2 of registered reference plan 1R-7126, twenty-three parking spaces for visitors and others entitled to use the Senior Citizens' apartment building, the Drop-in Centre, and the Building Extension."

- (2) The Lease, as amended, shall continue in full force for the remainder of the term thereof.
- (3) The Lease, as amended, shall be conditional upon approval being obtained pursuant to Section 64 of the Ontario Municipal Board Act.

IN WITNESS WHEREOF the parties have signed this agreement under seal.

ONTARIO HOUSING CORPORATION



D. A. Murray Wilson
Executive Director
Housing Field Operations



Pamela S. Wing
Corporate Secretary

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE



MAYOR - JOSEPH M. FRATESI



CLERK - WILLIAM G. LINDSAY

SCHEDULE 'A'

The land and premises in the City of Sault Ste. Marie in the District of Algoma and being that part of the land described as parts 1, 2, 3, 4, 5, and 6 according to a plan registered in the Land Registry Office for the District of Algoma as reference plan number 1R-1677, and being the part outlined in red on the sketch attached.



Ontario Municipal Board
Commission des affaires municipales de l'Ontario

E 751569

IN THE MATTER OF Section 64 of the Ontario Municipal Board Act, (R.S.O. 1970, c. 323) now R.S.O. 1980, c. 347)

- and -

IN THE MATTER OF an application by The Corporation of the City of Sault Ste. Marie for approval of the entering of the said corporation into a proposed agreement with Ontario Housing Corporation to lease the Senior Citizens Drop-In Centre in the premises known as 619 Bay Street for the period extending to July 31, 2025, and the disbursement of sums of money payable thereunder

such application having been approved by order of the Board dated the 16th day of October, 1975

- and -

IN THE MATTER OF an application for an order approving an amendment of the aforementioned agreement with Ontario Housing Corporation filed with the Board on the 14th day of May, 1983

such application having been approved by order of the Board dated the 25th day of May, 1984

- and -

IN THE MATTER OF a present application for an order approving a further amendment of the aforementioned agreement with Ontario Housing Corporation filed with the Board on the 29th day of June, 1988

RECEIVED
CITY CLERK

NOV 7 1988

No. 15814
DISTRIBUTION CSD
Legal
Post

B E F O R E :

D.S. COLBOURNE
Vice-Chairman

- and -

D.H. McROBB
Vice-Chairman


)
)
)
)
)
)
)

Monday, the 17th day
of October, 1988

THE BOARD ORDERS that this application be granted and that the agreement referred to in the previous order of the Board dated the 16th day of October, 1975, and entered in order book No. E 75-4 at folio 309 on the 22nd day of October, 1975, as amended by order dated the 25th day of May, 1984, and entered in order book No. E 75-8 at folio 150 on the 7th day of June, 1984, may be further amended by the proposed agreement in the form filed with the Board on the 29th day of June, 1988.



SECRETARY

ENTERED	
O.B. No.	E75-8
Folio No.	169
NOV 04 1988	
	
SECRETARY, ONT. MUNICIPAL BOARD	

FOR OFFICE USE ONLY
 236473
 236473
 CERTIFICATE OF RECEIPT
 RECEPISSE
 (O) SAULT STE. MARIE
 '01 11 19 13 08
 ALGOMA REGISTRATION DIVISION
 Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 3 pages *al*

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Consideration Dollars \$ NIL

(5) Description This is a: Property Division Property Consolidation
 Firstly:
 Parcel 5774, Algoma West Section
 Part of Water Lot situate in front of Brock Street
 Designated as Part 4 on Reference Plan 1R-1677
 City of Sault Ste. Marie
 District of Algoma
 Land Titles Division of Algoma (No. 1)
 Description continued on schedule attached

Executions *None* Additional: See Schedule

(6) This Document Contains (a) Redescription (b) Schedule for: Description Additional Parties Other (7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee ~~SAULT STE. MARIE HOUSING CORPORATION~~

Name(s) Signature(s) Date of Signature Y M D
 ONTARIO HOUSING CORPORATION

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) Signature(s) Date of Signature Y M D

(10) Transferor(s) Address for Service 777 BAY STREET, 16th FLOOR, TORONTO, ONTARIO M5G 2E5

(11) Transferee(s) Date of Birth Y M D
 SAULT STE. MARIE HOUSING CORPORATION

(12) Transferee(s) Address for Service 464 ALBERT STREET EAST, P.O. BOX 445, SAULT STE. MARIE ON P6A 5M1

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Date of Signature Y M D Signature Date of Signature Y M D

Signature Signature
 Solicitor for Transferor(s) have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Date of Signature Y M D

Name and Address of Solicitor Signature

(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor Date of Signature Y M D Signature

(15) Assessment Roll Number of Property City Mun Man Sub Par 57 61 020 044 00900

(16) Municipal Address of Property 615 Bay Street Sault Ste. Marie, Ontario File Name: SLTS-002

(17) Document Prepared by: Ministry of Municipal Affairs and Housing 777 Bay St., 16th Floor Toronto, Ontario M5G 2E5

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Fees and Tax	
Registration Fee	<i>Intercept</i>
Land Transfer Tax	<i>211</i>
<i>Acct</i>	<i>8924</i>
Total	

Additional Property Identifier(s) and/or Other Information

Description continued from Box (5)

SECONDLY:

Parcel 5757, Algoma West Section
Lot 5, Part of Lots 4 and 6 and Part of Brock Street on the South side of Bay Street and Part of Water Lot
in front of Brock Street and Units 1, 2 & 3, Plan "D"-25
Units 1, 2, 3, 4 & 5, Plan "D"-34
Surface Rights Only
Designated as Part 5 on 1R-1677

THIRDLY:

Parcel 5775, Algoma West Section
Part Unit 1 as shown on Expropriation Plan "D"-26
Designated as Part 6 on 1R-1677

SAVE and EXCEPT Part 4 on Plan 1R-7126

As previously described in Deed No. 77703

FOR OFFICE
USE ONLY


SUBSECTION 43(1)2 STATEMENTS

We, Meredith Beresford and Sophie Da Costa, authorized signing officers of **Ontario Housing Corporation**, make the following statements for the purposes of Paragraph 2 of Subsection 43(1) of the Social Housing Reform Act, 2000, c.27, S.O. (the "Act"), on behalf of the Transferee:

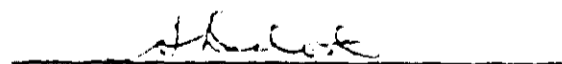
- i) All the rights, title, interest, liability or obligation that Ontario Housing Corporation had in the property described in Box 5 were transferred to the Transferee described in Box 11 by way of Transfer Order 38/2000 authorized by Order in Council 2396/2000.
- ii) The property transferred by the Transfer Order is described in Box 5.
- iii) The interest or rights transferred by the Transfer Order is fee simple.
- iv) The Transfer Order took effect on January 1, 2001, as set out in the Transfer Order.
- v) The applicable Transfer Order described Ontario Housing Corporation as the Transferor, the Sault Ste. Marie Housing Corporation as the Transferee and was made on the 4th day of December, 2000.
- vi) The property described in Box 5 cannot be transferred or mortgaged or otherwise encumbered, developed or redeveloped and an interest in the property described in Box 5 cannot be granted or disposed of by any person without the prior consent of the Minister of Municipal Affairs and Housing, unless the transaction is exempt under subsection 50(2) of the Act.
- vii) In accordance with subsection 43(4) of the Act, this document may be accepted for registration even if it has not been executed by or on behalf of the Transferee.
- viii) In accordance with subsection 43(6) of the Act, this document shall be deemed to be a Transfer/Deed of Land containing the statements described in clauses 50(22) (a), (b) and (c) of the Planning Act.
- ix) This document meets the requirements of the Act.

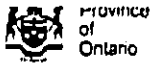
Dated at Toronto, this 1st day of November, 2001.

ONTARIO HOUSING CORPORATION


Per: Meredith Beresford
Authorized Signing Officer

We have the authority to bind
the Corporation.


Per: Sophie Da Costa
Authorized Signing Officer



Transfer/Deed of Land

Form 1 - Land Registration Reform Act

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SLTSMAR-OH 15-1

A

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T 0 4 2 5 4 5 3

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ALGOMA (1)

'01 NOV 19 PM 1 07

LAND REGISTRATION STRATEGY

Additional:
See
Schedule

New Property Existing Additional:
See
Schedule

Executions:
56^A/42-44 1-2^A/80,71
31B 18,9,10 A.

(1) Registry Land Titles (2) Page 1 of 3 pages *all*

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Consideration
Dollars \$ NIL

(5) Description This is a: Property Division Property Consolidation
Firstly:
Lots "A", "B" and "C" in the Ferry Subdivision "A", Plan 42430
Part of Lot 6, South Bay Street, Original Town Plot
Designated as Part 1 on Plan 1R-1677
City of Sault Ste. Marie
District of Algoma
Land Registry Division of Algoma (No. 1)
Description continued on schedule attached

(6) This Document Contains (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other (7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee ~~and does so with the power of attorney for the period of 10 years from the date hereof~~

Name(s) **ONTARIO HOUSING CORPORATION** Signature(s) _____ Date of Signature Y M D

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Name(s) _____ Signature(s) _____ Date of Signature Y M D

(10) Transferor(s) Address for Service **777 BAY STREET, 16th FLOOR, TORONTO, ONTARIO M5G 2E5**

(11) Transferee(s) **SAULT STE. MARIE HOUSING CORPORATION** Date of Birth Y M D

(12) Transferee(s) Address for Service **464 ALBERT STREET EAST, P.O. BOX 445, SAULT STE. MARIE ON P6A 5M1**

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Date of Signature Y M D Signature _____ Date of Signature Y M D

Solicitor for Transferor(s) have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing. Date of Signature Y M D Signature _____

Name and Address of Solicitor _____

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Date of Signature Y M D Signature _____

Name and Address of Solicitor _____

(15) Assessment Roll Number of Property City 57 Mun. 61 Map 020 Sub. 044 Par. 00900

(16) Municipal Address of Property **615 Bay Street
Sault Ste. Marie, Ontario
File Name: SLTS-02B**

(17) Document Prepared by: **Ministry of Municipal Affairs and Housing
777 Bay St., 16th Floor
Toronto, Ontario
M5G 2E5**

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	<i>Interdebt</i>
Land Transfer Tax	<i>N/A</i>
Total	

Additional Property Identifier(s) and/or Other Information

Description continued from Box (5)

SECONDLY:

Part of Brock Street on the south side of Bay Street. Original Town Plot, being designated as Part 2 on Plan 1R-1677. Closed by By-law 71-405 registered as Instrument No. T-121828

THIRDLY:

All of Lots 1 and 2 in the Kehoe "B" Subdivision. Registered Plan Number 3591 and the 10 foot lane lying to the south of Lot 1 in the said Kehoe "B" Subdivision and part of Lots 4 and 5, South Bay Street. Original Town Plot, designated as Part 3 on Plan 1R-1677. Said Lane closed by By-law 84-209, registered Instrument No. T-249135

SAVE and EXCEPT Part 3 on 1R-7126

As previously described in Deed No. T-253782

FOR OFFICE
USE ONLY

SUBSECTION 43(1)2 STATEMENTS

We, Meredith Beresford and Sophie Da Costa, authorized signing officers of **Ontario Housing Corporation**, make the following statements for the purposes of Paragraph 2 of Subsection 43(1) of the Social Housing Reform Act, 2000, c.27, S.O. (the "Act"), on behalf of the Transferee:

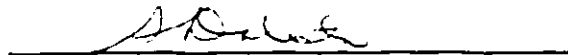
- i) All the rights, title, interest, liability or obligation that Ontario Housing Corporation had in the property described in Box 5 were transferred to the Transferee described in Box 11 by way of Transfer Order 38/2000 authorized by Order in Council 2396/2000.
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- vii) In accordance with subsection 43(4) of the Act, this document may be accepted for registration even if it has not been executed by or on behalf of the Transferee.
- viii) In accordance with subsection 43(6) of the Act, this document shall be deemed to be a Transfer/Deed of Land containing the statements described in clauses 50(22) (a), (b) and (c) of the Planning Act.
- ix) This document meets the requirements of the Act.

Dated at Toronto, this 1st day of November, 2001.

ONTARIO HOUSING CORPORATION


Per: Meredith Beresford
Authorized Signing Officer

We have the authority to bind
the Corporation.


Per: Sophie Da Costa
Authorized Signing Officer