

AIR TERMINAL BUILDING SPACE LEASE

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Schedule A

THIS INDENTURE made this 1st day of January
Two Thousand and Twenty

B E T W E E N :

THE CORPORATION OF THE
TOWN OF FORT FRANCES
(hereinafter called
“The Lessor”),

OF THE FIRST PART

- and -

NORTHERN YOUTH PROGRAMS

(hereinafter called
“The Lessee”),

OF THE SECOND PART.

WTINESSESS that the Lessor, in consideration of the rents, covenants, provisos and conditions hereinafter reserved and contained, has demised and leased, and, by this Lease, demises and leases to the Lessee:

CERTAIN SPACE (hereinafter referred to as “the said leased premises”) in the Lessor’s Terminal building (hereafter referred to as “the said building”) erected at the Fort Frances Municipal Airport (hereinafter referred to as “the said airport”), at Miscampbell Township, in the province of Ontario: the location of these premises being shown in detail Drawing No. hereto annexed.

ARTICLE 1

DEFINITIONS

- (1) The word “Lessor” when used herein shall mean the Corporation of the Town of Fort Frances and shall include the Successors and Assigns of the corporation of the Town of Fort Frances;
- (2) The word “Lessee” or other words relative thereto, or of like import, shall mean and include, irrespective of gender or number, the party or parties of the second part as above designed or described, and their or any of their executors, administrators, successors or assigns;
- (3) The word “Airport Manager” shall mean the person holding that position, or acting in the capacity, of the Airport Manager, of the Fort Frances Municipal Airport, for the time being.

ARTICLE 2

PURPOSE

The said leased premises shall be used as a site for

Drop off and pickup for packages from the US for our organization

And for no other purpose or purposes whatsoever.

ARTICLE 3

TERM

3.1 LENGTH OF TERM

The Lessee shall have and hold the said leased premises from and after the First (1st) day of January , Two Thousand and Twenty for a period of (1) year and then fully to be complete and ended.

3.2 OVERHOLDING TENANCY

It is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted or after the expiration of the last renewal hereof, and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rent to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy at will.

3.3 CANCELLATION PRIVILEGE

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, or the Queen's enemies the said building, shall at any time during the term hereby granted be destroyed or so damaged as to render the said building unfit for occupancy, this Lessee will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair or rebuild. If the Lessee decides not to rebuild or repair, it may terminate this Lease by notice, in writing, given to the Lessor with the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of removal of the said building and clearance and leveling of the said

3.4 CANCELLATION

This Lease may be terminated at any time:

(1) By the Lessor by ninety (90) days notice in writing signed by or on behalf of the Corporation of the Town of Fort Frances

OR

(2) By the Lessee by ninety (90) days notice in writing:

And thereupon after the expiration of such period of notification, this Lease shall be determined and ended, and the Lessee shall thereupon, and also in the event of the determination of this Lease in any other manner, except re-entry under Article 9 hereof, and except and subject as in this Lease otherwise provided if required by the Lessor, forthwith remove from the said leased premises, all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, by the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever. Unless required by the Lessor, not chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said premises until all rent due or to become due under this Lease is fully paid. The Lessor may, at its option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said leased premise and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriated accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned; and take title thereto in the name of the Lessor.

ARTICLE 4

RENT

4.1 RENT

The Lessee shall pay during the currency of this Lease to the Lessor through the Fort Frances Municipal Airport in lawful money of Canada the following rent:

(1) For the term commencing on the 1st day of January Two Thousand and Twenty and ending on the 31st day of December Two Thousand and Twenty.

(a) (\$ 1490.85 Hst Included)
per annum for rent in one lump sum, payable

AND, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Attention: Treasury

4.2 PAYMENT OF RENT

The Lessee shall pay all rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatever.

4.3 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the event that the Lessee is delinquent after

ARTICLE 5

LEASED PREMISES, SERVICES AND IMPROVEMENTS

5.1 "AS IS" CONDITION

The Lessee accepts the said leased premises in an "as is" condition and improvements made to the said leased premises by the Lessee at any time during the currency of this Lease, to make the said leased premises suitable for the operations of the Lessee hereunder, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Lessor.

5.2 ACCESS

The Lessor, its officers, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officers, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.

5.3 SERVICES

The services and utilities to be provided by the Lessor in respect of the said leased premises will be in accordance with Schedule "A" attached hereto.

5.4 TEMPORARY SUSPENSION OF SERVICES

Without limiting or restricting the generality of the provisions of Clause 7.01 hereof, the Lessee shall not have nor make any claim or demand, nor bring any action or suit of petition against the Lessor or any of its officers, servants or agents for damage which the Lessee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part

Lessee, replace or repair and renew in good, sufficient and workmanlike manner all portions of the said land or the said building or contents of same which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so replace or repair and renew, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent to the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

5.6 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased premises, and the said building, and shall observe and comply with all laws and regulations in force respecting fires at the said airport, and with all instructions given from time to time by the Airport Manager with respect to fires and extinguishing of fires.

5.7 ADVERTISING

The Lessee shall not construct, erect, place or install on the outside of the said building or on the said land any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airport Manager.

5.8 ENVIRONMENTAL PROTECTION STATUTES

The Lessee shall accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial and/or Municipal or local Environmental Protection Statutes and regulations and by-laws.

5.9 DRAINAGE SYSTEM

5.10 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

The Lessee shall not spill or discharge or permit to be spilled or discharged, intentionally or otherwise, any deleterious, noxious, contaminated or poisonous substances and materials (including but not restricted to fuel and other petroleum products), all as determined by the Airport Manager whose decision shall be final, onto airport lands or into airport sewer systems, storm drains or surface drainage facilities.

In the event of a spill or discharge of the said substances and materials which are, at the time of the occurrence, under the care, custody and control of the Lessee or person acting on behalf of the Lessee, the Lessee shall be responsible for the cost incurred in cleaning up the spill or discharge to the satisfaction of the Airport Manager.

5.11 REPAIR OR DAMAGE

If, at any time or times hereafter, any damage or injury (ordinary wear and tear only excepted) should be occasioned to the said leased premises, the said building, or any part thereof, or to any works of the Lessor on the said airport by reason of or on account of the operations of the Lessee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the Airport Manager given in writing, repair, rebuild and restore the same in good, sufficient and workmanlike manner; in the event of failure on the part of the Lessee to so repair, the Airport Manager may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the Lessor for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus such additional charges as may be applicable in accordance with the policies of the Lessor for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Lessor. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non

5.12 APPROVAL OF ALTERATIONS AND UTILITY SERVICES

The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval by or on behalf of the Airport Manager. Upon receipt of approval, the Lessee agrees to make the alterations at the Lessee's cost, in accordance with the requirements, terms and conditions specified, and thereafter maintain the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager.

5.13 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OF REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to or in the said leased premises which by their nature are determined to be fixtures shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the Lessor without any payment of compensation to the Lessee in respect of the said repairs, alterations, improvements or replacements; nevertheless the Lessor shall have the option of requiring or compelling the Lessee upon written notice, to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased premises to their original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

5.14 PAYMENT OF TAXES

The Lessee shall pay or cause to be paid all rates, taxes and assessments of whatsoever description, that may at any time during the existence of this Lease be lawfully imposed, and become due and payable upon, or in respect of the said leased premises, the said building, or any part thereof.

5.15 COMPLIANCE WITH REGULATIONS

- (2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.

ARTICLE 6

ASSIGNMENT

The Lessee shall not make any assignment of this Lease, nor any transfer or sub-lease of the whole or any portion of the said leased premises demised or leased hereunder without obtaining the prior consent in writing of the Lessor to such assignment transfer or sub-lease.

ARTICLE 7

LIABILITY AND INDEMNITY

7.1 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Lessor or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said leased premises, or to any person or property, unless such damage or injury is due to the negligence of the Lessor or any of its officers, servants or agents while acting within the scope of his duties or employment.

7.2 INDEMNITY

The Lessee shall at all times indemnify and save harmless the Lessor or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Lessor while acting within the scope of his duties or employment.

ARTICLE 8

INSURANCE

- (1) The Lessee shall place and at all times maintain during the currency of this Lease, public liability and property damage insurance in the amount of not less than one million dollars (\$1,000,000.00) against claims for personal injury, death or damage to property arising out of any of the operations of the Lessee under this Lease, or of any of the acts or omissions of the Lessee or any of his agents, employees or servants; such insurance shall be with a company or companies acceptable to the Lessor and all policies for such insurance shall be in an amount and in a form satisfactory to the Lessor.
- (2) The Lessee shall submit to the Lessor one of the following documents:
 - (a) the policy or policies,
 - (b) certified copies thereof,
 - (c) a Certificate of Insurance, or
 - (d) an affidavit from its insurance company confirming that proper insurance coverage is in place;and any renewals thereof.
- (3) The Lessee shall not do or omit to do or suffer anything to be done or omitted to be done in the said leased premises which will in any way impair or invalidate such policy or policies.
- (4) Every policy shall contain a provision that written notice of cancellation shall be given to the Lessor at least fifteen (15) days prior to the effective date of cancellation.
- (5) The Lessee shall have the Lessor named as an additional insured under its policy of liability insurance.

ARTICLE 9

DEFAULT AND RE-ENTRY

9.1 DEFAULT AND RE-ENTRY

- (1) It is expressly agreed that:
 - (a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable; or
 - (b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonable necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring same to be remedied; or
 - (c) if the default set out in the notice given to the lessee by the Lessor pursuant to paragraph (b) above reasonably requires more time to cure than the thirty (30) day period or; in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or
 - (d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall make application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up,

and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.

- (2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of Law.

9.2 LIEN

The Lessor shall have a lien upon the chattels, goods, supplies, articles, equipment, materials, effects or things of the Lessee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof, or the failure on the part of the Lessee to comply therewith.

ARTICLE 10

GENERAL

10.1 BRIBES

The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the Lessor for or with a view to obtaining this Lease any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingent fee.

10.2 HEADINGS

Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of itself cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

10.3 DIFFERENCES

All matters of differences arising between the Lessor and the Lessee in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, shall be determined by the Lessor but without prejudice to any recourse available under law.

10.4 EFFECT OF LEASE

This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to granting of consent by the Lessor as provided herein to any assignment, transfer or sub-lease of this Lease, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by context, and all

10.05 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

10.06 WAIVER NEGATED

The failure by the Lessor or its authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

10.7 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Lessor shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the Lessor are the only covenants and agreements upon which any rights against the Lessor may be founded.

10.8 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter.

ARTICLE 11

NOTICES

- (1) Whenever in this Lease, it is required or permitted that notice or demand be given or served by either party of this Lease to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, telegram, telex or facsimile as follows:

To the Lessor: Town Clerk

 Town of Fort Frances

 320 Portage Avenue

 Fort Frances, ON

 P9A 3P9

To the Lessee: Northern Youth Programs

 Attn: Colin Frey

 Site 306 Box 1 RR#3

 Dryden, Ontario

 P8N 3G2

- (2) Such addresses may be changed from time to time by either party giving notice as above provided.
- (3) If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.

) THE CORPORATION OF THE

) TOWN OF FORT FRANCES

)

)

)

) _____ Mayor

)

)

)

) _____ Clerk

)

SIGNED, SEALED AND DELIVERED)

By the Lessee in the presence of)

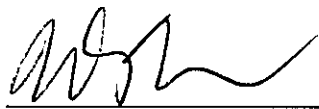
)

)

)

)

) CEO



Norman Miller

TITLE

SCHEDULE "A"

Pursuant to Clause 5.03, the following services will be provided by the Lessor:

(1) ELECTRICITY

Electrical energy for general lighting purposes and electrical equipment will be supplied by the Lessor in the said leased premises. It is expressly understood and agreed that the Lessee shall pay for the consumption of all electrical energy for electrical equipment in the said leased premises. Costs for the supply of electrical energy for electrical equipment with a demand load of less than 1.5 kilowatts will be recovered through the annual rental space rate. For demand loads of 1.5 kilowatts to 10 kilowatts, the monthly consumption will be estimated and a charge based on a flat rate will be applied. For demand loads in 1.5 kilowatts to 10 kilowatts, the monthly consumption will be estimated and a charge based on a flat rate will be applied. For demand loads in excess of 10 kilowatts, a flat rate will be applied until such time as electrical meters are installed and thereafter a separate rate based on cost recovery will be applied to the total electrical energy consumption recorded by the individual electrical meters.

(2) HEATING

The Lessor shall provide normal space heat in the said leased premises. It is expressly understood and agreed that the Lessee shall pay the cost associated with the provision of this service through the annual space rental rate.

(3) AIR CONDITIONING

The Lessor shall provide the air conditioning in the said leased premises through the central air conditioning system (where the facilities exist). It is expressly understood and agreed that the Lessee shall pay the cost associated with the provision of this service through the annual space rental rate.

The Lessee may, with the prior approval of the Lessor and all the Lessee's own expense, install an independent air conditioning unit in the said leased

(4) OTHER SERVICES

The Lessor shall provide the security, general maintenance (structural, mechanical, electrical, etc.) services and shall supply the water distribution, where applicable only. It is understood and agreed that the Lessee shall pay the costs associated with the provisions of these services through the annual space rental rate. Where applicable, a water meter shall be installed by the Lessor to measure the Lessee's water consumption and the Lessee will be charged a separate rate based on cost recover of the water consumed.

(5) WASHROOM FACILITIES

The Lessor shall allow the Lessee to use the public washroom facilities.