

**THIS SUBLEASE** made as of the 1<sup>st</sup> day of September 2018.

**B E T W E E N:**

**THE CORPORATION OF THE COUNTY OF HURON,**  
(hereinafter called the "Sublandlord")

OF THE FIRST PART;

- and -

**NORTH HURON CHILDREN'S CENTRE**  
(hereinafter called the "Subtenant")

OF THE SECOND PART.

**WHEREAS** by an Occupancy Agreement dated the 1<sup>st</sup> day of September, 2017 (the "**Head Lease**"), made between Huron Perth Catholic District School Board (the "**Landlord**"), as landlord, and the Sublandlord as tenant, a copy of which is attached hereto as Schedule "A", the Landlord leased to the Sublandlord the Premises, as that term is defined in the Head Lease and more specifically defined in Schedule "A" to the Head Lease (the "**Premises**");

**AND WHEREAS** the Sublandlord and the Subtenant have agreed to enter into this sublease (this "**Sublease**") of the Premises (the "**Subpremises**") for the term set out hereafter at a rental and on such terms as are hereinafter set out;

**AND WHEREAS** the Subpremises consists of an area of approximately 82.37 square meters as per section 3.03 for the Head Lease and outlined in Appendix C;

**AND WHEREAS** the Landlord has given its consent, in writing, to this Sublease in accordance with the terms and provisions of the Head Lease;

**NOW THEREFORE IN CONSIDERATION** of the rents, covenants and agreements herein contained, the Sublandlord and Subtenant agree as follows:

1. The Sublandlord represents and warrants that the recitals set out above are true in substance and fact.

2. The Sublandlord demises and leases the Subpremises during the term of this Sublease, to the Subtenant, and the Subtenant leases the Subpremises during the term of this Sublease, from the Sublandlord, for the term and on the conditions and provisions set forth in this Sublease.

3. The initial term of this Sublease shall be nine (9) years, commencing on September 1, 2017 and ending on August 31, 2027. If the term of the Head Lease is overheld as provided for in Section 2.04 of the Head Lease, then this Sublease shall automatically be overheld on the same conditions and provisions as the Head Lease.

4. Provided the Subtenant is not in material default under this Sublease, the Subtenant shall have the right to terminate this Agreement at any time during the term of the Sublease by delivering to the Sublandlord a written notice of termination eight (8) months prior to the early termination date.

5. The Sublandlord and Subtenant agree that throughout the term of this Sublease, the Sublandlord will remain solely responsible for the initial payment of all of the Sublandlord's obligations set out in Article 3 of the Head Lease, to the Landlord, in accordance with all of the provisions of Article 3 of the Head Lease, and the Sublandlord shall retain all rights and obligations contained in Article 3 of the Head Lease. The Sublandlord shall however invoice the Subtenant for the portion of the Sublandlord's obligations set out in Article 3 and Schedule B of the Head Lease that related to the Subpremises and the Subtenant shall have 30 days from the date of the invoice to remit payment in full to the Sublandlord.

6. The Subtenant covenants with the Sublandlord:

- (a) to observe and perform all covenants and obligations of the Subtenant under this Sublease;
- (b) not to do or omit to do any act or thing upon the Subpremises which would cause a breach of any of the Sublandlord's obligations under the Head Lease;
- (c) subject to anything else contained in this Sublease, to perform or cause to be performed with respect to the Subpremises all of the covenants of the Sublandlord as tenant under the Head Lease;
- (d) that the Subpremises shall be used for the provision of childcare services by the Subtenant and activities directly related thereto, and for no other business or purpose; and
- (e) that all insurance policies which the Subtenant is required to take out and keep in force during the term of this Sublease shall show the Sublandlord as an additional insured.

7. The Sublandlord covenants with the Subtenant:

- (a) for quiet enjoyment;
  - (b) to observe and perform all covenants and obligations of the Sublandlord under this Sublease;
  - (c) to pay the Occupancy Costs as that term is defined in the Head Lease, subject to the terms for reimbursement by the Subtenant to the Sublandlord as set out herein;
  - (d) not to agree to any amendment to the terms of the Head Lease or any termination, renewal or extension thereof without the prior written consent of the Subtenant;
  - (e) to enforce for the benefit of the Subtenant and other lawful occupants of the Subpremises the obligations of the Landlord under the Head Lease with the intent that the benefit of such covenants shall extend to the Subpremises and be enjoyed by the Subtenant and its permitted successors and assigns and subtenants and other occupants of the Subpremises;
  - (f) not to take any action or do anything that would lead to termination of the Head Lease during the term of this Sublease; and
  - (g) to indemnify the Subtenant from any and all liabilities, damages, costs, claims, suits or actions incurred by the Subtenant arising out of any breach, violation, or non-performance of any covenant or provision of the Head Lease on the part of the Sublandlord or those for whom the Sublandlord is in law responsible. Such indemnification in respect of any such breach, violation or non-performance occurring during the term of this Sublease shall survive the expiry or termination of this Sublease.
8. In the event of damage to the Subpremises, this Sublease shall terminate if either the Landlord or the Sublandlord shall become entitled to terminate, and shall terminate, the Head Lease pursuant to the provisions of the Head Lease.
9. The Subtenant shall inform the Sublandlord as soon as it becomes aware of there being a need for any maintenance and repairs to the Subpremises. The rights and obligations of the Subtenant with respect to the maintenance, repairs and alterations of the Subpremises shall be governed by the applicable provisions of the Head Lease, it further being agreed that any maintenance, repairs or alternations required as a result of the negligence or misconduct of the Subtenant, its agents, employees or invitees, the children in the Programs or those for whom it is responsible at law, shall be paid for by the Subtenant.
10. The Subtenant agrees to consult with the Landlord and the Sublandlord and obtain the Landlord and the Sublandlord's written consent prior to completing any improvements to the Subpremises, regardless of whether it is the Landlord, the Sublandlord or the Subtenant paying for the improvement.

11. The Subtenant covenants not to assign, sublet or part with or share possession of all or any part of the Subpremises without the consent in writing of the Sublandlord and of the Landlord under the Head Lease. The provisions of the Head Lease with respect to assigning and subletting are hereby incorporated in this Sublease, the appropriate changes of reference being deemed to have been made with the intent that such clauses shall govern the relationship in respect of such matters between the Sublandlord and the Subtenant.
12. The Subtenant and the Sublandlord agree to meet annually, on or about the anniversary of the Sublease, to review services offered and costing and to discuss and resolve any conflicts or issues.
13. The provisions of Section 14.04 of the Head Lease shall govern the giving of notice hereunder. The address of the Sublandlord for the purpose of such notice shall be 77722D London Road, R.R. #5 Clinton, Ontario N0M 1L0 Attention: Social Services Manager. The address of the Subtenant for the purpose of such notice shall be Township of North Huron P.O. Box 90, 274 Josephine Street, Wingham, Ontario N0G 2W0 Attention: Director, North Huron Children's Centre.
14. If any provision of this Sublease shall be deemed illegal, invalid or unenforceable, then it shall be considered separate and severable from this Sublease and the remainder of this Sublease shall not be affected by the severance, but shall remain in force and be binding on the parties and enforceable to the fullest extent of the law.
15. This Sublease and everything contained in it, including all schedules attached to it, shall enure to the benefit of and be binding on the respective successors and permitted assigns of the parties.
16. Time is of the essence of this Sublease and each and every provision in it.
17. Except as hereinbefore provided, all terms, conditions, covenants and agreements contained in the Head Lease shall apply to and be binding upon the parties hereto, and their respective successors and permitted assigns, the appropriate changes of reference being deemed to have been made with the intent that such clauses shall govern the relationship in respect of such matters as between the Sublandlord and the Subtenant.

*~the remainder of this page is intentionally left blank~*

**IN WITNESS WHEREOF** the parties have duly executed this Sublease.

**THE CORPORATION OF THE COUNTY OF  
HURON**

Per:

---

Name:

Title:

Per:

---

Name:

Title:

We have the authority to bind the Corporation.

**NORTH HURON CHILDREN'S CENTRE**

Per:

---

Name:

Title:

Per:

---

Name:

Title:

We have authority to bind the North Huron  
Children's Centre.

**SCHEDULE “A”  
OCCUPANCY AGREEMENT (HEAD LEASE)**

**SCHEDULE “B”**

**Consent to the Assignment of the Occupancy Agreement (Head Lease)**