



Agreement to Lease Commercial - Long Form

Form 510

for use in the Province of Ontario

This Agreement to Lease (Agreement) dated this 2 day of May 2024

TENANT: Nishnawbe-Aski Legal Services Corporation
(Full legal names of all Tenants)

LANDLORD: 2173162 Ontario Inc.
(Full legal names of all Landlords)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement to Lease "Tenant" includes lessee and "Landlord" includes lessor.

1. PREMISES: The "Premises" consisting of approximately 850 feet more or less on the bsmt floor of the "Building" known municipally as 97 Pine St S # Bsmt in the City of Timmins, Province of Ontario, as shown outlined on the plan attached as Schedule "A".
(square) (feet/metres)

2. USE: The Premises shall be used only for Legal Services

3. TERM OF LEASE:
(a) The Lease shall be for a term of Twelve (12) months commencing on the 6th day of May, 2024, and terminating on the 5th day of May, 2025

(b) Provided the Tenant is not at any time in default of any covenants within the Lease, the Tenant shall be entitled to renew this Lease for 1 additional term(s) of 12 months (each) on written notice to the Landlord given not less than 6 months prior to the expiry of the current term at a rental rate to be negotiated. In the event the Landlord and Tenant can not agree on the fixed minimum rent at least two months prior to expiry of the current lease, the fixed minimum rent for the renewal period shall be determined by arbitration in accordance with the Arbitration Act or any successor or replacement act.

4. RENTAL: Fixed minimum rent: The fixed minimum rent payable by the Tenant for each complete twelve-month period during the lease term shall be:
From 05/06/2024 to 05/05/2025, \$ 12,000.00 being \$ 1,000.00, based upon \$
(inclusive) (per annum) (per month) (per sq) (foot/metre)
From to , \$ being \$, based upon \$
(inclusive) (per annum) (per month) (per sq) (foot/metre)
From to , \$ being \$, based upon \$
(inclusive) (per annum) (per month) (per sq) (foot/metre)
From to , \$ being \$, based upon \$
(inclusive) (per annum) (per month) (per sq) (foot/metre)

plus HST, and other tax (other than income tax) imposed on the Landlord or the Tenant with respect to rent payable by the Tenant, payable on:

(Check one box only)

the 6th day of each month commencing 05/06/2024

the day of the first month immediately following completion of the Landlord's Work.

The fixed minimum rent shall be adjusted if the actual measurements of the Leased Premises differ from the approximate area. The actual measurement shall be agreed upon and failing agreement, calculated by an Ontario Land Surveyor/Architect using the current Building Owners And Managers Association standard form of measurement and shall be binding on both parties.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

5. **DEPOSIT AND PREPAID RENT:** The Tenant delivers..... upon acceptance
(Herewith/Upon acceptance/as otherwise described in this Agreement)
by negotiable cheque payable to..... Claimpost Realty Ltd. "Deposit Holder"
in the amount of..... Two Thousand Two Hundred Sixty

Canadian dollars (\$..... 2,260.00) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the Landlord against the 1st and..... Last month's rent and HST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

6. **SERVICES: (Check one box only)**
 The Tenant shall pay the cost of hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the premises. The tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant.
 The Landlord shall pay the cost of hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the premises.

7. **ADDITIONAL RENT AND CHARGES:**
 Check this box if Additional Rent as described below to be paid by Tenant
The Tenant shall additionally pay a proportionate share of all costs and expenses incurred by the Landlord in maintaining, operating, cleaning, insuring and repairing the property and, without limiting the generality of the foregoing, such costs and expenses shall include the costs of:
(i) snow, garbage, and trash removal;
(ii) landscaping and planters;
(iii) heating, ventilating and air-conditioning, and providing hot and cold water and other utilities and services to, and operating the common areas of the property, and maintaining and repairing the machinery and equipment for such utilities and services;
(iv) the realty taxes, assessments, rates, charges and duties levied or assessed against the property (save any tax on the personal income of the Landlord);
(v) insuring the property and such other insurance as the Landlord will effect against public liability, property damage, loss of rental income and other casualties and risks.
(vi)

8. **SCHEDULES:** The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s).....

9. **IRREVOCABILITY:** This offer shall be irrevocable by..... Tenant until..... 5:00 on the 6 day
(Landlord/Tenant) (a.m./p.m.)
of May 2024, after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

10. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices where the Brokerage represents both the Landlord and the Tenant (multiple representation) or where the Tenant or the Landlord is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Landlord) FAX No.: (For delivery of Documents to Tenant)
Email Address: (For delivery of Documents to Landlord) Email Address: (For delivery of Documents to Tenant)

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 

11. LANDLORD'S AND TENANT'S WORK: The Landlord agrees to complete the work described as the "Landlord's Work" in Schedule ".....n/a....." attached hereto. The Tenant agrees to complete any additional work necessary to prepare the Premises for the Tenant's use, described as "Tenant's Work" in Schedule ".....n/a....." attached hereto. The Tenant shall not proceed with any work within or affecting the Premises without the Landlord's prior written approval, which approval shall not be unreasonably withheld.

12. SIGNAGE: The Tenant may, at its own expense, erect signage in a good and workmanlike manner, subject to municipal by-laws and government regulations and subject to the Landlord's written approval as to the design, colour, and content of any such signs, which approval shall not be unreasonably withheld, and to be located as follows:
n/a

13. INSURANCE: The Tenant agrees to insure the property and operations of the Tenant, including insurance for fire and such additional perils as are normally insured against, liability insurance and any other insurance as may be reasonably required by the Landlord.

14. EXECUTION OF LEASE: The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.

15. OCCUPANCY OR RENT TO ABATE: In the event the premises are not completed by the Landlord for occupancy by the Tenant on the date set out herein for commencement of the Term of the Lease, the rent under this agreement shall abate to the extent of such delay, and the Tenant hereby agrees to accept such abatement of rent in full settlement of all claims which the Tenant might otherwise make because the Premises were not ready for occupancy by the said date.

16. ASSIGNMENT: This Agreement to Lease shall not be assignable or otherwise transferable by the Tenant. The Tenant may not sublet or assign or transfer its interest in the Lease contemplated herein without securing the written consent from the Landlord, which consent shall not be unreasonably withheld, provided however, if the consent is granted, the Tenant shall remain liable for all obligations under the Lease. If the Tenant is a corporation, the transfer of the majority of the issued shares in the capital stock, or any transfer, issuance or division of shares of the corporation sufficient to transfer control of the corporation shall be deemed for all purposes to be an assignment within the meaning of this Agreement and any Lease. This provision shall not apply to a corporation whose shares are listed and traded on any recognized public stock exchange in Canada or the United States.

17. PARKING: Unless otherwise stipulated, parking, if applicable, shall be in common and unreserved.
n/a

18. AGREEMENT IN WRITING: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

19. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

20. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Landlord and Tenant or by their respective lawyers who may be specifically authorized in that regard.

21. ELECTRONIC SIGNATURES: The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

22. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

23. BINDING AGREEMENT: This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

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24. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Nishnawbe-Aski Legal Services Corporation

(Witness) *[Signature]* (Tenant/Authorized Signing Officer) Nishnawbe-Aski Legal Services Corporation (Seal) (Date) *May 2, 24*

(Witness) (Tenant/Authorized Signing Officer) (Seal) (Date)

(Witness) (Guarantor) (Seal) (Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

2173162 Ontario Inc.

(Witness) *[Signature: Dan Ayotte]* (Landlord/Authorized Signing Officer) 2173162 Ontario Inc. (Seal) (Date) 05/03/24

(Witness) (Landlord/Authorized Signing Officer) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at *11:48 AM* this *05/03/24* day of *20*, 20*24*.

(a.m./p.m.)

[Signature: Dan Ayotte] (Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	Claimpost Realty Ltd.	(705) 264-5364
	Scott Bragagnolo	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Tenant Brokerage	Claimpost Realty Ltd.	(705) 264-5364
	Scott Bragagnolo	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

[Signature: Dan Ayotte] 05/03/24
 (Landlord) 2173162 Ontario Inc. (Date)

(Landlord) (Date)

Address for Service.....
 (Tel. No.)

Landlord's Lawyer.....
 Address.....
 Email.....
 (Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

[Signature] *May 2, 24*
 (Tenant) Nishnawbe-Aski Legal Services Corporation (Date)

(Tenant) (Date)

Address for Service.....
 (Tel. No.)

Tenant's Lawyer.....
 Address *101 SYNDICATE AVE. N., THUNDERBAY ON.*
 Email *rcaron@nlslegal.on.ca*
807-621-2853 *807-622-5024*
 (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement to Lease: In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS [®] Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS [®] Rules and shall be subject to and governed by the MLS [®] Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.	Acknowledged by:
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Co-operating Brokerage)



Schedule A Agreement to Lease - Commercial

Form 512

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT: Nishnawbe-Aski Legal Services Corporation, and

LANDLORD: 2173162 Ontario Inc.

for the lease of 97 Pine St S # Bsmt Timmins


ON P4N2K1 dated the 2 day of May, 2024

[a] In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT), at the Buyer's expense, to an account designated by the Deposit Holder. Provided further that the Buyer making the EFT shall, with respect to the said EFT, provide information such as, but not limited to, Bank Name, Bank Number, Transit Number, Account Number and Copy of Bank Deposit Receipt to the Tenant's Realtor, and such other information, as may be required by the Tenant's Realtor to comply with the requirements of the Trust in Real Estate Services Act, 2002, as amended from time to time, and or to comply with other relevant statutory requirements.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 

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Confirmation of Co-operation and Representation Tenant/Landlord

Form 324

for use in the Province of Ontario

TENANT: Nishnawbe-Aski Legal Services Corporation

LANDLORD: 2173162 Ontario Inc.

For the transaction on the property known as: 97 Pine St S # Bsmt Timmins ON P4N2K1

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Landlord" includes a lessor, seller or vendor, or a prospective landlord or lessor, seller or vendor and "Tenant" includes a lessee, buyer or purchaser or a prospective tenant, lessee, buyer or purchaser and "lease" includes a sale, and "Agreement to Lease" includes an Agreement of Purchase and Sale. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. LISTING BROKERAGE (Single Representation)

- a) The Listing Brokerage or a Designated Representative of the Listing Brokerage represents the interests of the Landlord in this transaction. It is further understood and agreed that:
 - 1) Neither the Listing Brokerage nor a Designated Representative of the Listing Brokerage is representing the Tenant and has not entered into a representation agreement with the Tenant.
 - 2) The Listing Brokerage or a Designated Representative of the Listing Brokerage is providing assistance to the Tenant and the Tenant is a self-represented party.
 - 3) The Landlord client and Tenant client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

2. LISTING BROKERAGE (Multiple Representation)

- a) The Listing Brokerage has entered into Representation Agreement with the Tenant and there is Multiple Representation.
- b) The Designated Representative who represents the Landlord also represents the Tenant and there is Multiple Representation.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Tenant offering on this property.)

3. PROPERTY LEASED BY TENANT BROKERAGE

- a) The Brokerage or a Designated Representative of the Brokerage represents the Tenant and the Brokerage will be paid by the Tenant directly.

4. CO-OPERATING BROKERAGE

a) CO-OPERATING BROKERAGE – REPRESENTATION:

- 1) The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interest of the Tenant in this transaction.

b) CO-OPERATING BROKERAGE – COMMISSION:

- 1) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of to be paid from the amount paid by the Landlord to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- 2) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Tenant offering on this property.)

INITIALS OF TENANT(S)/LANDLORD(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


TENANT


CO-OPERATING/TENANT BROKERAGE


LANDLORD


LISTING BROKERAGE

Commission will be payable as described above, plus applicable taxes.



COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Landlord. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

<p style="text-align: center;">Claimpost Realty Ltd.</p> <p>(Name of Co-operating/Tenant Brokerage)</p> <p>405-690 Riverpark Road Timmins ON P4P1B4</p> <p>Tel.: (705) 264-5364 Fax: (705) 267-1104</p> <hr/> <p>Authentisign SCOTT BRAGAGNOLO 05/03/24</p> <p>(Authorized to bind the Co-operating/Tenant Brokerage) (Date)</p> <p>Scott Bragagnolo</p> <p>(Print Name of Salesperson/Broker/Broker of Record)</p>	<p style="text-align: center;">Claimpost Realty Ltd.</p> <p>(Name of Listing Brokerage)</p> <p>405-690 Riverpark Road Timmins ON P4P1B4</p> <p>Tel.: (705) 264-5364 Fax: (705) 267-1104</p> <hr/> <p>Authentisign SCOTT BRAGAGNOLO 05/03/24</p> <p>(Authorized to bind the Listing Brokerage) (Date)</p> <p>Scott Bragagnolo</p> <p>(Print Name of Salesperson/Broker/Broker of Record)</p>
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CONSENT FOR MULTIPLE REPRESENTATION


The Tenant and Landlord confirm that they have previously consented to Multiple Representation.
The Tenant and Landlord consent with their initials Multiple Representation for this transaction.

INITIALS OF TENANT(S)
INITIALS OF LANDLORD(S)

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

<p></p> <p>(Signature of Tenant) <small>Nishinwa-Aaski Legal Services Corporation</small></p>	<p>May 2/24</p> <p>(Date)</p>	<p>Authentisign Dan Ayotte</p> <p>(Signature of Landlord) <small>2173162 Ontario Inc.</small></p>	<p>05/03/24</p> <p>(Date)</p>
<p>(Signature of Tenant)</p>	<p>(Date)</p>	<p>(Signature of Landlord)</p>	<p>(Date)</p>