

TERMINATION OF LEASE

THIS AGREEMENT MADE as of the 8th day of March, 2021

.BETWEEN

THE MUNICIPALITY OF SOUTH DUNDAS.

(hereinafter called the "Landlord")

OF THE FIRST PART

AND

ST. LAWRENCE MEDICAL CLINIC LEASING CORPORATION

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the registered owner of the property 34 Ottawa Street, Plan 29 BLK 22 Part Bile 23 Lot.: 31 and RP 8R1374 Part 2: 2.73 AC 266.61FR D. (the "**Property**")

AND WHEREAS by a lease dated May 2nd, 2017 (the "Lease") the Landlord leased *to* the Tenant the Property (the "Leased Premises"), upon and subject to the terms and conditions as more particularly contained in the Lease;

NOW THEREFORE THIS TERMINATION OF LEASE AGREEMENT WITNESSETH that in consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lease shall terminate on the 8th day of March 2021 (the "**Terminate Date**").
2. Tenant does hereby assign, surrender, give up and yield unto the Landlord, the Leased Premises and the Lease relating thereto as of the Termination Date, to the intent that the unexpired residue of the Term created by the Lease and all of the other estate and interest of the Tenant in the Leased Premise under or by virtue of the Lease shall be cancelled, terminated and surrendered as of the Termination Date.
3. The Tenant hereby confirms that all its personal property has been removed from the Leased Premises and the Property,
4. The Landlord hereby certifies it has not exercised its self-help remedy of distraint prior to the date hereof.
5. The Parties hereto agree that the termination of the Lease effected by this Termination of Lease Agreement shall be a full release of the Tenant's obligations under the Lease and the Landlord's rights with respect to such obligations including all obligations under the Debenture.
6. This Termination of Lease Agreement shall extend to and ensure to the benefit of, and be binding upon, each party's directors, shareholders, officers, principals, employees, agents, affiliates, administrators, successors and assigns.
7. This Termination of Lease Agreement may be executed in one or more counterparts each of which shall be deemed an original.
8. This Termination of Lease Agreement may be delivered by fax or by the transmission by email of electronic documents in ".pdf" format.
9. The parties acknowledge and agree that they have had sufficient time and opportunity to seek independent legal and other professional advice as the terms of this Termination of Lease Agreement and that they fully understand and voluntarily accept the terms contained herein with the intention that they will be bound by them.

IN WITNESS WHEREOF the parties have duly executed this Termination of Lease Agreement.

[THE SIGNATURE PAGE TO FOLLOW FORMS PART OF THIS AGREEMENT]

SIGNED, SEALED AND DELIVERED
in the presence of

) ST. LAWRENCE MEDICAL CLINIC
) LEASING CORPORATION

)
) Per: _____ c/s
) Name: *D. Ingram Prooks*
) Title: *President*

)the
)
) Per: _____ c/s
) Name: *D. B. Petrie*
) Title: *Secretary - Treasurer*

) We have authority to bind the Corporation

)
)
)

THE CORPORATION OF THE MUNICIPALITY OF
SOUTH DUNDAS

Per: _____ c/s
Name:
Title: Mayor

Per: _____ c/s
Name:
Title: Clerk

We have authority to bind the Corporation