

From: [Alex Jobin](#)
To: [Madeleine.Davidson](#)
Subject: RE: High Country
Date: June 7, 2021 10:55:45 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[NVD High Country Inn Covid 19 Amendment Signed Aug.2020.pdf](#)
[NVD High Country Inn Covid 19 Amendment Dec.2020.pdf](#)
[Northern Vision Development Bldg 2013 High Country Inn for H&SS April.2020.pdf](#)
[NVD High Country Inn Amending Agreement May.2021 - Draft.doc](#)
[image006.png](#)

Hello Madeleine,

We are routing a lease amendment with NVD right now. The lease amendment will extend the term of the lease to the end of the September.

The current agreement goes until the end of June. It is not expired. I've attached the existing agreement, the signed lease amendments and the current draft that is routing.

HSS pays for the Sally and Sisters meals as part of the agreement. The way the lease is structured is complicated but it's a base rate of 35K per month and all expenses (including meals). All in it has costed on average about 150K per month.

Let me know if you need any more information.

Thank you,



Alex Jobin
 Manager, Realty and Space Planning, Property Management Division
 Department of Highways and Public Works
 T 867-689-5126 | [Yukon.ca](#)

From: Madeleine.Davidson <Madeleine.Davidson@yukon.ca>
Sent: June 7, 2021 9:53 AM
To: Alex.Jobin <Alex.Jobin@yukon.ca>
Subject: RE: High Country

Hello Alex – just following up on this. I have an application in for some federal funding for self-isolation. I provided an estimate based on previous months, but I will need to provide a current agreement as well. Could you please let me know the status of the discussions?

Also – there is some interest in increasing the meal service for Sally and Sisters (meals provided by HCI). Is that something that is also in your agreement?

Are you able to share a copy of the last agreement signed by HCI?

Thank you.

Madeleine

Madeleine Davidson, CPA CA
 A/Director, Finance
 Department of Health and Social Services | Corporate Services, Finance
 #1 Hospital Road, 2nd Floor | Whitehorse, YT | Y1A 3H7
 C 867-332-6992 | F 867-393-6457 | [Yukon.ca](#)
Madeleine.Davidson@gov.yk.ca

From: Madeleine.Davidson
Sent: Wednesday, June 2, 2021 7:18 AM
To: Alex.Jobin <Alex.Jobin@yukon.ca>
Subject: FW: High Country

Hello Alex. I am following up on the HCI lease with HSS re: the self isolation facility and the clinic. Andrea has moved over to EDU.

I am preparing a request for federal funding under their Safe Voluntary Isolation Sites Program. I would like my costs to be as accurate as possible, and I will also have to attach a copy of the contract with the application.

Have you concluded your discussion with NVP yet – and if so can you please send me a copy of the agreement? If you have a draft – that would be fine.

If there is no draft yet – could you please send me the most recent agreement that you had (I think it expired April or May?)

Thanks so much.

Madeleine

Madeleine Davidson, CPA CA

A/Director, Finance
Department of Health and Social Services | Corporate Services, Finance
#1 Hospital Road, 2nd Floor | Whitehorse, YT | Y1A 3H7
C 867-332-6992 | F 867-393-6457 | Yukon.ca
Madeleine.Davidson@gov.yk.ca

From: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Sent: Friday, May 14, 2021 5:45 PM
To: Madeleine.Davidson <Madeleine.Davidson@yukon.ca>; Rob.Ganzer <Rob.Ganzer@yukon.ca>
Cc: Kristjan.Eyolfson <Kristjan.Eyolfson@yukon.ca>; Rachel.Morgan <Rachel.Morgan@yukon.ca>; Julie.Candow <Julie.Candow@yukon.ca>
Subject: Fwd: High Country

Here is the official word back from HPW on the HCI lease

Rachel or Kristjan can one of you please give the CRU an update on this

Thanks
Andrea
Get [Outlook for iOS](#)

From: Alex.Jobin <Alex.Jobin@yukon.ca>
Sent: Friday, May 14, 2021 2:59:42 PM
To: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Cc: Anthony.DeLorenzo <Anthony.DeLorenzo@yukon.ca>
Subject: RE: High Country

Hello Andrea,
RCAP briefed senior management at HPW in regards to the current leasing situation for the High Country Inn Hotel and Convention Centre. Discussions took place between departments at the ADM level and I've received direction today to return to NVD with the original offer of extending the lease until the end of September with the idea that if space is required for an isolation facility or a vaccination site after that then we would need to do an open procurement and allow the vendor community to respond.
I'm preparing a response for NVD right now. I will let you know how those conversations go.
Thank you,



Alex Jobin
Manager, Realty and Space Planning, Property Management Division
Department of Highways and Public Works
T 867-689-5126 | Yukon.ca

From: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Sent: May 14, 2021 1:48 PM
To: Alex.Jobin <Alex.Jobin@yukon.ca>
Subject: RE: High Country
Any update on this?

From: Alex.Jobin <Alex.Jobin@yukon.ca>
Sent: May 6, 2021 3:15 PM
To: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Subject: RE: High Country
Hello Andrea
NVD has responded.

In regard to the mentioned 30-day cancellation policy, initiating the cancellation (any time after September 1st) would be at the sole discretion of the Lessee. NVD would not be able to initiate the cancellation, they would be committing to the full term when they sign the lease amendment. From their perspective they prefer this scenario instead of doing this first amendment and potentially feeling more uncertainty and exposure come September. In their view it provides them with some additional security, while maintaining YG flexibility with the lease. This is not something we necessary have to do. We can reject these terms and try to secure a lease amendment without that clause. I just wanted to run it by

the client department for some thoughts.
Thank you,



Alex Jobin
Manager, Realty and Space Planning, Property Management Division
Department of Highways and Public Works
T 867-689-5126 | Yukon.ca

From: Alex.Jobin
Sent: May 6, 2021 3:05 PM
To: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Subject: RE: High Country
Hello Andrea,
My understanding from the email is that the intent of this clause would be that anytime after September 1st, the lessee (us) would be, at our sole discretion, able to provide a 30 day notice as to the cancellation of the lease.
Now that this question has come I can see that the language is a bit ambiguous so I've sent an email to NVD to confirm what their intent is behind the request.
Thank you,
Alex

From: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Sent: May 6, 2021 2:49 PM
To: Alex.Jobin <Alex.Jobin@yukon.ca>
Subject: FW: High Country
Do you know the answer to this?

From: Shannon.Duke <Shannon.Duke@yukon.ca>
Sent: May 6, 2021 2:43 PM
To: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>; Kendra.Black <Kendra.Black@yukon.ca>
Cc: Karen.Chan <Karen.Chan@yukon.ca>
Subject: RE: High Country
Do they also have the ability to cancel with 30 days?



Shannon Duke, RN, MEd
Operations Lead, COVID Response Unit
Health and Social Services
C 867-332-6983 | shannon.duke@gov.yk.ca

I respectfully acknowledge that I live and work in the traditional territory of the Kwanlin Dün First Nation and the Ta'an Kwäch'än Council.

From: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Sent: Thursday, May 6, 2021 2:39 PM
To: Shannon.Duke <Shannon.Duke@yukon.ca>; Kendra.Black <Kendra.Black@yukon.ca>
Cc: Karen.Chan <Karen.Chan@yukon.ca>
Subject: RE: High Country

That is if we want to cancel the lease we can but have to do so by giving 30 days. So in other words if we want to end September 31st on September 1st we have to give notice. If we want to cancel August 31st we need to give notice August 1st. If we don't give notice the lease will automatically end December 31st
Andrea

From: Shannon.Duke <Shannon.Duke@yukon.ca>
Sent: May 6, 2021 2:34 PM
To: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>; Kendra.Black <Kendra.Black@yukon.ca>
Cc: Karen.Chan <Karen.Chan@yukon.ca>
Subject: RE: High Country
Can you please tell me more about how the 30-day cancellation clause would work?



Shannon Duke, RN, MEd
Operations Lead, COVID Response Unit
Health and Social Services
C 867-332-6983 | shannon.duke@gov.yk.ca

I respectfully acknowledge that I live and work in the traditional territory of the Kwanlin Dün First Nation and the Ta'an Kwäch'än Council.

From: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>
Sent: Thursday, May 6, 2021 2:32 PM
To: Shannon.Duke <Shannon.Duke@yukon.ca>; Kendra.Black <Kendra.Black@yukon.ca>
Cc: Karen.Chan <Karen.Chan@yukon.ca>
Subject: FW: High Country
Importance: High
Hello All
Please see below and advise how you would like to proceed with the counter-offer from HCI

Thanks
Andrea

From: Alex.Jobin <Alex.Jobin@yukon.ca>

Sent: May 6, 2021 2:27 PM

To: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>

Cc: Kristjan.Eyolfson <Kristjan.Eyolfson@yukon.ca>; Linda.Steinbach <Linda.Steinbach@yukon.ca>; Rachel.Morgan <Rachel.Morgan@yukon.ca>; Madeleine.Davidson <Madeleine.Davidson@yukon.ca>; Anthony.DeLorenzo <Anthony.DeLorenzo@yukon.ca>

Subject: RE: High Country

Hello Andrea,

We've reached out to NVD to begin negotiation. Please see the attached email from Michael Hale.

In summary NVD has requested the following options be considered:

- In lieu of extending to September 31st, NVD has requested that the extension be to December 31st, with a 30-day cancellation clause that is triggered September 1st.
- Water/Sewer be added to the eligible costs. NVD felt as if it was an error that it has not been invoiced for thus far.

Please advise how the department would like us to proceed with respect to these two requests.

Thank you,



Alex Jobin

Manager, Realty and Space Planning, Property Management Division
Department of Highways and Public Works
T 867-689-5126 | Yukon.ca

From: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>

Sent: May 3, 2021 8:40 AM

To: Alex.Jobin <Alex.Jobin@yukon.ca>

Cc: Karen.Chan <Karen.Chan@yukon.ca>; Kristjan.Eyolfson <Kristjan.Eyolfson@yukon.ca>; Linda.Steinbach <Linda.Steinbach@yukon.ca>

Subject: FW: High Country

Hi Alex

Please see HSS request to extend HCI.

Thanks

Andrea

From: Karen.Chan <Karen.Chan@yukon.ca>

Sent: Friday, April 30, 2021 6:18 PM

To: Richard.Gorczyca <Richard.Gorczyca@yukon.ca>; Anthony.DeLorenzo <Anthony.DeLorenzo@yukon.ca>

Cc: Andrea.McIntyre <Andrea.McIntyre@yukon.ca>; Will.Chetcuti <Will.Chetcuti@yukon.ca>; Madeleine.Davidson <Madeleine.Davidson@yukon.ca>; Kendra.Black <Kendra.Black@yukon.ca>; Sheila.Thompson <Sheila.Thompson@yukon.ca>

Subject: High Country

Can we extend the High Country until the end of September of this year to support isolation and vaccination roll – out. We will re-assess again related to any future extensions. Karen



Karen Chan she\her

Assistant Deputy Minister Corporate Services Division
Health and Social Services
T 867-667-8309 | C 867-334-3227
#1 Hospital Road, Second Floor
Box 2703 (H-1), Whitehorse, Yukon, Y1A 2C6
Karen.Chan@gov.yk.ca - Karen.Chan@yukon.ca

Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of **HIGHWAYS AND PUBLIC WORKS** (the “**Lessee**”)

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President (the “**Lessor**”)

being collectively the parties (the “**Parties**”) to this amending agreement (the “**Amendment**”)

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and attached as Schedule A (the “**Agreement**”).
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete sections 2.2 to 2.4 of the Agreement, and replace with the following:

“.2 The Lease shall commence on the **Occupancy Date** and end on **December 31, 2020** (the “**Term**”)

.3 Upon mutual written consent of both Parties, the Lease may be extended on the same terms and conditions as set out under this Lease. The Lessor’s written consent to extend the Lease shall not be unreasonably withheld.”

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Andrea Finner

Print Name

Acting BCAP Director

Title

[Signature]

Signature, Certified pursuant to Section 23 Contracting Authority and Section 24 Commitment Authority of the *Financial Administration Act*

July 31, 2020

Date of Signature

THE LESSOR

Michael Hale

Print Name

President / Chief Operating Officer

Title

[Signature]

Signature

28 July 2020

Date of Signature

Schedule A

See attached agreement.

Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of HIGHWAYS AND PUBLIC WORKS (the "Lessee")

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President (the "Lessor")

being collectively the parties (the "Parties") to this amending agreement (the "Amendment")

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020 and July 31, 2020 and attached as Schedule A (the "Agreement").
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete sections 2.2 to 2.4 of the Agreement, and replace with the following:

.2 The Lease shall commence on the **Occupancy Date** and end on **June 30, 2021** (the "Term")

.3 Upon mutual written consent of both Parties, the Lease may be extended on the same terms and conditions as set out under this Lease. The Lessor's written consent to extend the Lease shall not be unreasonably withheld."



3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Richard Gorczyca ALADU
Print Name

THE LESSOR

Michael Hale
Print Name



A/Assistant Deputy Minister

Title

[Signature]

Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the *Financial Administration Act*

Nov. 24, 2020

Date of Signature

PRESIDENT / COO

Title

[Signature]

Signature

23 NOV '20

Date of Signature

[Signature]

Schedule A

See attached agreements.



Lease #:



LEASE

High Country Inn

LEASE AGREEMENT

This Lease made between:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of HIGHWAYS AND PUBLIC WORKS
(the "Lessee")

AND:

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President
(the "Lessor")

being collectively the parties (the "Parties") to this lease agreement ("Lease").

IN CONSIDERATION for the mutual promises contained in this Agreement, the Parties agree as follows:

1.0 The Lease and Specifications

.1 The Lessor shall demise and lease to the Lessee the following buildings and lands:

Buildings: 4051 FOURTH AVENUE Y1A 1H1 (HOTEL) AND 4049 FOURTH AVENUE Y1A 1H1 (CONVENTION CENTER)
(the "Building")

Lands: LOT 1, BLOCK F AND LOT 14, BLOCK E
(the "Lands")
(collectively, the "Premises")

.2 For greater certainty, the Premises includes: all structures, fixtures, building systems, parking lots, driveways, sidewalks, elevators, stairways, improvements, common areas, washrooms, facilities, and appurtenances thereto that have been or will be constructed above or below grade and any leasehold improvements, expansions, reductions, or reconstruction of the Premises that may be made from time to time.

.3 The Lessor shall ensure that the Premises complies with and is in accordance with the terms of this Lease and Schedule A: Lease Specifications attached to this Lease (the "Specifications").

2.0 Occupancy Date, Term and Extension of the Lease

.1 The Premises shall be fully ready for occupancy and in accordance with this Lease on **March 19, 2020** ("Occupancy Date").

.2 The Lease shall **commence on the Occupancy Date and end on June 19, 2020**, unless extended by the Lessee in accordance with section 2.3 (the "Term").

.3 Prior to the expiry of the Term, the Lessee reserves the right, in its sole and absolute discretion, and upon written notice to the Lessor, to extend the Term of the Lease from month to month up to a total of 3 months on the same terms and conditions as set out under this Lease.

.4 If the Lessee extends the Lease for a total of 3 months as stated in section 2.3, the Lease may be extended thereafter upon mutual written consent by the Parties on the same terms and conditions as set out under this Lease. The Lessor's written consent to extend the Lease shall not be unreasonably withheld.

3.0 Rent and Operational Expenses

.1 During the Term or any extension thereof, the Lessee shall pay the Lessor the following amounts in Canadian funds **\$35,000.00 per month** (the "Rent").

- .2 The Parties shall pay for the items, services, costs or expenses as stated and in accordance with Schedule B – Operational Expenses (“Operational Expenses”). No payment for any additional items, services, costs or expenses shall be payable without the prior written consent of both Parties, and such agreement must be duly authorized and signed by both Parties.
- .3 Despite any other term of this Lease, the Lessee’s obligation to pay the Lessor under this Lease is subject to the following:
- .1 the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), including subsection 24(2) which reads as follows: “It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due”; and
 - .2 the Lessor abiding by the terms and conditions of this Lease.
- .4 The Premises is being leased by the Lessee for a public purpose and is not subject to the Goods and Services Tax or Harmonized Sales Tax (“GST/HST”) under authority number R107442840. The Lessor shall not add or include the GST/HST in any Rent or payments due and payable by the Lessee related to arising from this Lease. The Lessor shall be responsible for applying directly to the Canada Revenue Agency for any Input Tax Credits on any GST or HST paid by it in relation to the Lease.
- .5 Where an amount is payable by the Lessee or the Lessor in respect of a period of time where only part of the period of time falls within the term of the Lease, the amount payable will be prorated.
- .6 The Lessor shall immediately advise the Lessee in writing if the Lessor receives any additional funding, payments, or any other form of contribution, gift, or grant in respect of the Premises and its operations, including any federal funding. Despite any other term under this Lease, if the Lessor receives any additional funding, assistance, or resources (financial or otherwise), then the Lessee may, in its sole and absolute discretion, reduce its obligation to pay Operational Expenses or any other amounts payable by a commensurate amount upon 30 calendar days prior written notice to the Lessor.
- .7 In addition to any other rights or remedies under this Lease or in law, if the Premises is not fully ready for occupancy by the Occupancy Date or becomes unfit for occupancy caused by the fault or breach of the Lessor, then the Lessor shall not be entitled to payment for any Operational Expenses by the Lessee in any way or for any reason during the period where the Premises is not fully ready for occupancy or unfit for occupancy.
- .8 In addition to any rights the Lessee may have under the Lease, in law or in equity, the Lessee may, in its sole and absolute discretion, deduct or set off any liability arising from the Lessor to the Lessee under this Lease or otherwise against any liability arising from the Lessee to the Lessor.

4.0 Overholding of Lease

- .1 In the event that the Lessee remains in possession of the Premises after the end of the Term without the extension or renewal of the Lease, the Lessee shall be solely deemed to be occupying the Premises from month to month, at the Rent stated in this Lease and on the same terms and conditions as set out under this Lease.

5.0 Representations and Warranties

- .1 The Lessor represents and warrants that:
- .1 it fully owns or has full authority to lease the Premises, and that all factual matters and materials submitted to the Lessee are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith;
 - .2 the Premises is in accordance with the terms of the Lease, including any Specifications on the Occupancy Date;
 - .3 the Premises complies with all health and safety laws, including: the *Occupational Health and*

Safety Act, RSY 2002, c.159; and

- .4 the space/site offered is free of mold, asbestos, contaminates, and dangerous materials, and upon request by the Lessee, the Lessor, shall, in a form and with content acceptable to the Lessee, promptly provide the Lessee with written assurance of such representations or warranties. If mold, asbestos, contaminates, or other dangerous materials are found on the Premises, then the Lessor shall promptly remove the mold, asbestos, contaminates, or other dangerous materials at the Lessor's sole cost, and shall do so in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during such removal.

6.0 Use of the Premises

- .1 On or before the Occupancy Date, a representative from the Department of Health and Social Services on behalf of the Lessee and the Lessor shall inspect the Premises, take photos, and record the condition of the Premises on the date of inspection, which shall be approved in writing by both Parties (the "Condition Report"). Both Parties shall have a copy of the Condition Report.
- .2 Any inspection by the Lessee or use of the Premises by the Lessee at any time, shall not constitute a waiver of any terms under this Lease or waiver of any latent defects related to or arising from the Premises, unless otherwise explicitly stated in writing by the Lessee.
- .3 The Lessee will use the Premises for the purposes stated under the Specifications and this Lease, and shall not use the Premises for any other purpose without the prior written consent of the Lessor, such consent shall not to be unreasonably withheld.
- .4 The Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, shall have quiet enjoyment, use, occupation, and possession of the Premises without interference, hindrance or molestation by the Lessor, its employees, contractors, agents, or any other person claiming through or under the Lessor.
- .5 The Lessor grants to the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, at all times and without interference, hindrance, or molestation during the Term of this Lease, the right of ingress and egress to and from the Premises by the usual entrances, passageways, stairways, and roadways leading to the Premises, including providing the Lessee with a sufficient number of keys, fobs, or other entry devices to enable access and use of the Premises. The Lessor shall ensure that the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, have the right of access to, and use in common with the other tenants of the Premises, the toilet and washroom facilities in the common areas of the Premises.
- .6 The Lessee shall not do or permit to have done on the Premises anything which shall:
- .1 result in the creation of a nuisance; or
 - .2 cause the rate of insurance on the Premises to be substantially increased, except where the Lessee agrees in writing to pay the amount of such increase.
- .7 The Lessee shall not register any caveat or other encumbrance against the Lessor's title to the Lands without the prior consent of the Lessor, with the exception that the Lessee shall be permitted to register a caveat in respect of this Lease at the Yukon Land Titles Office.
- .8 Subject to the Lessor providing the Lessee with written particulars of its rules and regulations and the Lessee approving of such rules and regulations, such approval shall not be unreasonably withheld. The Lessee, its officers, employees and agents shall observe all reasonable rules and regulations that the Lessor may make for the purposes of safety, cleanliness, comfort and convenience of personnel on the Premises.
- .9 The Lessor shall protect the Lessee's property from damage, theft, or disturbance which may arise from the Lessor's operations or performance of the Lease, including: during any maintenance, cleaning,

alterations or repairs.

- .10 The Lessor, its officers, employees, contractors, and agents shall comply with any smoke free policies established and provided by the Lessee in that portion of the Premises occupied by the Lessee and any entrances, passageways, stairways, outside areas, or other areas used by the Lessee on or around the Premises.

7.0 Maintenance, Repair, and Cleaning

- .1 The Lessor shall be solely responsible for the repair and maintenance of the Premises, and shall keep and maintain the Premises in a safe, tenantable, and good working order and condition, including: the roof; footings; foundation; structural columns and beams; floors and subfloors; doors and entrances; washrooms; windows; walls, both load bearing and non-load bearing; landscaping, driveways, sidewalks, and passageways; elevators and stairways; all utilities, ventilation, mechanical, and electrical systems; and related fixtures and improvements of the Premises. The Lessor shall also maintain the Premises in accordance with the Specifications or any other standards or terms under this Lease.
- .2 The Lessor shall ensure that all lighting in or around the Premises is in accordance with the Specifications. The Lessor will promptly replace all burned out or malfunctioning lighting. For greater certainty, the Lessor shall maintain the lighting on the Premises, whether such lighting fixtures were installed at the cost of the Lessor or the Lessee.
- .3 The Lessor shall promptly, but not later than 24 hours from the date the conditions were first known or ought to have been reasonably known, provide the Lessee with notice and sufficient details of any material defect related to or arising from the Premises, including any defect that poses a risk to health or safety.
- .4 Upon written notice from the Lessee, the Lessor shall, in consultation with the Lessee, promptly or no later than 5 calendar days after such notice, fully and properly repair or remedy any defect or damage related to or arising from the Premises, including: structural defects, water leaks, mold or air quality issues; or any failure in utilities, mechanical, or electrical systems, including: heat, lighting, electricity, water, sewage, or ventilation or air-conditioning systems, unless the complexity or magnitude of the defect or damage is such that repairs or a remedy cannot be provided within such time, in which case, the repairs or remedy shall be provided promptly within a reasonable timeframe as agreed to in writing by the Parties, acting reasonably. Upon request by the Lessee, the Lessor shall promptly provide the Lessee with a well-organized, detailed, and comprehensive schedule, in a form and with content acceptable to the Lessee, for the completion of any repairs or remedy of a defect or damage related to or arising from the Premises.
- .5 The Lessor shall make any repairs or remedy any defects in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during the repair or remedy of the defect or damage.
- .6 The Lessor shall be solely responsible for paying for the cost of repairing or remedying the defect or damage and shall not be entitled to any additional payment for repairing or remedying any defects or damage related to or arising from the Premises, unless such defect or damage was directly caused by the negligence of the Lessee. The Lessor shall, at the Lessor's own cost, be solely responsible for re-inspecting and re-testing the Premises or applicable work, and remove or replace adjacent affected materials and completely restore such materials to their original finish or state.
- .7 If the Lessor, or person for whom the Lessor is responsible, does not repair or remedy a breach, defect, or damage within the timeframe provided under this Lease, the Lessee may exercise one or more of the following rights:
- .1 correct such breach, defect, or damage, or hire another person or contractor to repair or remedy the breach, defect, or damage and deduct the cost thereof from any payment then or thereafter due to the Lessor;

- .2 terminate the Lessor's right or entitlement to be paid for Operational Expenses until the breach, defect, or damage is repaired or remedied;
 - .3 terminate the Lease; or
 - .4 take such other action or remedy as the Lessee deems fit or reasonable in the circumstances or is available under this Lease or by law.
- .8 The Lessor shall be responsible for ensuring the Premises and its staff comply with all codes, standards, regulations, and laws, and shall, at the Lessor's own cost, ensure that all permits, inspections and regulatory approvals are issued, up to date, and complied with related to or arising from the Premises, and make all necessary arrangements to inspect, test, service and maintain all safety, utility, ventilation, mechanical, and electrical systems and equipment to meet all applicable codes, standards, regulations, and laws.
- .9 The Lessor will maintain full records of all inspections, maintenance procedures or tests related to the Premises. Upon request by the Lessee, the Lessor shall make such records available for review, audit, or inspection by the Lessee, and will allow the Lessee to make copies and take extracts therefrom and will furnish to the Lessee any additional information or materials which may reasonably be required from time to time to supplement such records or ensure that all codes, standards, regulations, and laws are being complied with.
- .10 The Lessor shall maintain the landscaping, watering system, and other exterior fixtures and improvements on the Premises in a clean, safe, orderly, and good working condition.
- .11 The Lessor shall maintain and keep the Premises free and clear of all rodents and pests. Upon request by the Lessee, the Lessor, shall promptly, and at its own cost, remove or exterminate all rodents or pests on or about the Premises, and eliminate any point of entry for rodents or pest to enter the Premises.
- .12 The Lessor shall be solely responsible for providing cleaning services to clean the areas used or occupied by the Lessee, including: providing labor and supplies for such cleaning, and shall provide cleaning services in accordance with the terms of this Lease.

8.0 Alterations

- .1 Other than as stated under this Lease, the Lessee will not carry out any substantial alterations on the Premises without the prior written approval of the Lessor, such approval shall not be unreasonably withheld.
- .2 The Lessee may make alterations or improvements to the Premises during its use for the purposes of the Lease.
- .3 Upon 30 calendar days prior written notice to the Lessee, the Lessor may remodel, repair, alter or improve (in whole or in part) the Premises or the systems and equipment therein, and for such purpose may enter into, pass through, work upon and attach temporary structures to the Premises.
- .4 The Lessor shall remodel, repair, alter or improve the Premises in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during the remodel, repair, alteration or improvements.
- .5 The Lessor shall be solely responsible for any construction, renovation, remodel, repair, alteration, or improvement on the Premises, including: the means, methods, techniques, sequences, procedures, and compliance with health and safety standards for the various parts of such work, and performance, supervision, and coordination of such work and all costs thereto.
- .6 For greater certainty, no additional payment or increase in Rent or Operational Expenses will be made by the Lessee for any construction, or renovation, remodel, repair, alteration, or improvement on the Premises, unless otherwise agreed to in writing by the Parties.

9.0 Insurance

- .1 During the Term of this Lease and any extension thereof, the Lessor shall obtain and maintain Commercial General Liability insurance with a limit not less than \$2,000,000.00, that includes coverage for bodily injury, death, property damage, and the perils of fire and explosion. The Lessor shall ensure that the Government of Yukon is specified as an additional insured on the Commercial General Liability insurance policy. The Lessor shall pay all deductibles for such insurance.

10.0 Termination and Default

- .1 The Lessee may give written notice to the Lessor of default under this Lease if the Lessor:
 - .1 is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or fails to make payment to creditors when payment is due;
 - .2 is subject to foreclosure proceedings or has been provided with notice of foreclosure, or a notice of attornment has been issued to the Lessee;
 - .3 breaches a material term of this Lease, including terms or requirements for maintenance or insurance under this Lease;
 - .4 makes a material misrepresentation or breaches a representation or warranty set out in this Lease;
 - .5 the Premises become un-tenantable or functionally unusable by the Lessee; or
 - .6 there is a substantial structural defect or health or safety risk related to or arising from the Premises or the Lessee's use or occupancy of the Premises.
- .2 If a default occurs under section 10.1, then the Lessee may by written notice to the Lessor and without prejudice to any other right or remedy, exercise any or all of the following rights:
 - .1 provide the Lessor with 5 calendar days to remedy the default, or if there is sufficient proof that the nature of such default is that it cannot be corrected within a 5 calendar day period, the Lessor will, within such period, provide the Lessee with a well-organized, detailed, and comprehensive schedule, in a form and with content acceptable to the Lessee, for completing rectification of the default, and correct the default in accordance with that schedule;
 - .2 terminate the Lessor's right or entitlement to be paid for Operational Expenses until the default is remedied;
 - .3 terminate the Lease upon 30 calendar days prior written notice to the Lessor; or
 - .4 take such other action or remedy as the Lessee deems fit or reasonable in the circumstances or is available under this Lease or by law.
- .3 If the Lease is terminated by the Lessee, then the following rights and obligations shall survive and apply:
 - .1 the Lessee shall, within 90 calendar days of the notice of termination or such other reasonable timeframe as agreed to in writing by the Parties, surrender the Premises in accordance with this Lease;
 - .2 the Lessor shall arrange for reasonable protection of the Lessee property on the Premises until the Premises is surrendered, and make no further commitments in relation to the Lease, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Lease, unless otherwise agreed to in writing by the Parties; and
 - .3 the termination of the Lease does not relieve or discharge the Lessor from any other outstanding obligations under this Lease, nor does it relieve the Lessor from any compensation, loss or damage owed to the Lessee arising from the default or termination.



- .4 The Lessor may by giving written notice to the Lessee declare the Lessee in default under this Lease for any of the following:
- .1 the Lessee has failed to pay Operational Expenses to the Lessor within 30 calendar days of the date that any payment becomes due to the Lessor in accordance with the terms of this Lease, except where the Lessee has reasonable grounds to dispute such payment; or
 - .2 the Lessee breaches a material term of this Lease.
- .5 On the occurrence of a default under section 10.4, the Lessor will specify in writing a rectification period of 30 calendar days within which the Lessee may remedy the default. If the Lessee fails to remedy such default within the rectification period or any extension thereof agreed to by the Parties, the Lessor may:
- .1 waive the default;
 - .2 further extend the rectification period; or
 - .3 terminate this Lease upon 30 calendar days prior written notice to the Lessee.

11.0 Surrender of the Premises

- .1 Upon the termination or expiry of this Lease:
- .1 the Lessee or its contractor shall clean the Premises in accordance with Schedule C: Cleaning Specifications, and remove the Lessee's property before a move-out inspection with the Lessor takes place; and
 - .2 the Parties shall promptly schedule an appointment to inspect the Premises, and the Lessee shall surrender the Premises in reasonably like condition as found at the start of the Lease, with the exception of reasonable wear and tear.
- .2 For greater certainty, upon the termination or expiry of this Lease:
- .1 all immovable property, fixtures, and any appliances provided and owned by the Lessor on the Premises shall remain the property of the Lessor, except for the following, which shall remain under the property of the Lessee, unless otherwise agreed to in writing by the Parties:
 - .1 demountable type partitioning;
 - .2 telephone or power poles;
 - .3 any furniture, electronics, or medical equipment that have been affixed to the walls or Premises; and
 - .4 any medical equipment, medical supplies, or other chattels, furniture, property, supplies, appliances, provided or owned by the Lessee found on the Premises shall remain the property of the Lessee.

12.0 Confidentiality and Access to Information and Privacy

- .1 If the Lessee designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Lessor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Lessee; or as required by law provided that the Lessor gives written notice to the Lessee promptly upon becoming aware of such a requirement. The Lessor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
- .2 The Lessor shall ensure that any employees, agents, subcontractors or any third party with whom the Lessor shares or provides access to or possession of the Confidential Materials, shall, in favor of the Lessee, be bound by the same terms or terms no less stringent than the confidentiality terms of this Lease.

- .3 For the purposes of this section, "personal information" has the same meaning as defined under the *Yukon Access to Information and Protection of Privacy Act*, RSY 2002, c. 1 and its regulations (as amended) and "personal health information" has the same meaning as defined in the *Health Information Privacy and Management Act*, SY 2013, c. 16, and its regulations (as amended). The Lessor agrees that:
- .1 any personal information or personal health information provided to the Lessor by the Lessee is under the control of the Lessee, and remains the sole property of the Lessee, and upon request by the Lessee, the Lessor will promptly destroy or return to the Lessee all personal information or personal health information provided by or under the control of the Lessor, without making any copies;
 - .2 the Lessor will not use, disclose or permit to be used or disclosed any personal information or personal health information provided by or under the control of the Lessee or collected by the Lessor in the performance of the Lease or as agent of the Lessee for any purpose other than the performance of the Lease or to comply with the law;
 - .3 the Lessor will ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its employees, agents, subcontractors or any third party with whom the Lessor shares or provides access to or possession of the personal information or personal health information is bound by the same terms or terms no less restrictive than the terms under this Lease, and the Lessor shall, at its own cost, take any action or execute any documents required to give effect to such terms; and
 - .4 the Lessor will notify the Lessee in writing immediately of any breach or suspected breach of this section; and promptly take reasonable steps to mitigate the breach and prevent any further harm from the breach.
- .4 Section 12.0 - Confidentiality and Access to Information and Privacy shall survive the expiry or termination of this Lease.

13.0 Dispute Resolution

- .1 In the case of a dispute, the Parties shall resolve the dispute as follows:
- .1 make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner;
 - .2 if a dispute has not been resolved by negotiation, then the dispute shall be referred to mediation upon either Party providing written notice to the other Party that it wishes the dispute to be resolved by mediation. If the Parties are unable to agree upon the choice of a mediator, either Party may apply to a Yukon court to appoint a mediator;
 - .3 should mediation not resolve the dispute, a Party may refer the unresolved dispute to the courts or, upon mutual agreement by the Parties, to any other form of dispute resolution, including arbitration; and
 - .4 any endeavor to resolve disputes arising out of this Lease by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis and upon rules mutually agreed upon by the Parties.
- .2 The Parties shall equally bear the costs of any dispute resolution process, including mediation or arbitration.

14.0 Conflict of Interest

- .1 The Lessor:

- .1 shall not influence, seek to influence, or otherwise take part in a decision of the Lessee, directly or indirectly, knowing that the decision might further their private or personal interests;
- .2 shall not provide or accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of the Lease, that causes, or would appear to cause, a conflict of interest; and
- .3 shall have no financial or personal interest in the business, interest group, or organization of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Lease, and if such interest is acquired during the Term of the Lease, the Lessor shall promptly declare it to the Lessee and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest. Such conflict of interest will not relieve the Lessor of its obligations under the Lease, including under this section.

15.0 Assignment and Subletting

- .1 The Lessee may, assign the Lease or sublet the Premises (in whole or in part) with the prior written consent of the Lessor, such consent shall not be unreasonably withheld.
- .2 The Lessor will not assign, either directly or indirectly, any term under this Lease or any right or obligation of the Lessor under this Lease, without the prior written consent of the Lessee, such consent shall not be unreasonably withheld. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.

16.0 General

- .1 This Lease, which includes the Specifications, and any other schedules or attachments, constitutes the entire agreement between the Parties in respect of the subject matter of this Lease and supersedes all prior representations, negotiations, communications, and other agreements in respect of it (whether written or oral), unless they are specifically incorporated by reference into this Lease.
- .2 Any change or amendment to the Lease must be made by written agreement that is duly authorized and signed by representatives of both Parties.
- .3 This Lease shall be interpreted according to the following provisions:
 - .1 words importing the singular include the plural and vice versa as the context requires;
 - .2 a schedule, appendix or attachment includes all of the sub-schedules, appendices and other attachments attached to the schedule, appendix or attachment;
 - .3 references to a section, clause, or paragraph of the Lease or any appendix or schedule followed by a number(s) shall be deemed to be a reference to the whole of the section, clause, or paragraph of the Lease or any appendix or schedule, as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix;
 - .4 references in the Lease any applicable laws are considered to be references to the latest published version;
 - .5 each requirement for a thing or action to be in accordance or in compliance with any standard, code or specification or other requirement or stipulation means that such thing or action is to exceed or at least equal that standard, code, specification or other requirement or stipulation;
 - .6 words and abbreviations with well-known technical or trade meanings in the Lease are used in accordance with such recognized meanings;
 - .7 if there is a conflict within the terms in the Lease, the terms establishing the higher quality, manner or method of performing the Lease, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, performance, and service will prevail;

- .8 "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation"; and
- .9 no term of this Lease will be construed against or interpreted to the disadvantage of any Party because the Party is deemed to have drafted the provision.
- .4 The Lessor is an independent contractor, and for greater certainty, nothing in this Lease shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Lessor to perform work under this Lease are at all times the employees or subcontractors of the Lessor and not of the Lessee.
- .5 No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to them under the Lease, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically and explicitly agreed to in writing.
- .6 Each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lease. If any such provision of this Lease is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Lease as nearly as possible to its original intent and effect.
- .7 The Parties shall execute such further documents and give such further assurances as are reasonably required to give effect to this Lease.
- .8 This Lease shall be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- .9 This Lease and the terms therein does not operate as a permit, license, approval or other statutory authority which the Lessor may be required to obtain from the Government of Yukon or any of its agencies in the performance of this Lease. Nothing in this Lease is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make Government of Yukon liable for any exercise of a statutory power or duty. Government of Yukon shall not be liable for any additional cost or expense related to or arising from the exercise of any statutory power or duty or enforcement of laws.
- .10 This Lease will be deemed to have been made in and will be governed, interpreted and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in Yukon.
- .11 Time is of the essence in this Lease.
- 17.0 Notices and Emergency Contact**
- .1 Any written notices referred to or required under this Lease will be addressed to the Parties at the addresses set out below. The delivery of such notice will be by hand, courier, mail or electronic mail. A notice delivered by one Party in accordance with this Lease will be deemed to have been received by the other Party:
- .1 if delivered in person or by courier, on the date of delivery;
- .2 if sent by mail, it shall be deemed to have been received 5 Business Days after the date on which it was mailed;
- .3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of

8:30 am to 5:00 pm if not received on a Business Day or during the hours of 8:30 am to 5:00 pm, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof if there is no indication of failure of receipt communicated to the sender. For the purposes of this Lease, "Business Day" means a day that is not a Saturday, Sunday or statutory holiday in Yukon.

- .2 Contact information for a Party may be changed by written notice to the other Party setting out the new contact information in accordance with this notice provision.

Lessee:	Lessor: Northern Vision Development LP
Manager, Realty and Planning Services	Contact Person: Michael Hale
P.O. Box 20192, Whitehorse YT Y1A 2C6	Address: 209, 212 Main Street, Whitehorse YT
(867) 667-5972	Phone: (867) 668-7886
Email: Marion.morrison@gov.yk.ca	Email: mhale@nvdip.com

- .3 The Lessor shall provide a competent and reliable representative to act as a contact for the Lessee in the case of repairs or emergencies. Upon request by the Lessee, the Lessor shall provide the phone number and email of the representative. If no representative has been provided, the contact person above shall be deemed the representative for the purposes of this provision. The representative shall be available 24 hours a day, 7 days a week for emergencies and other calls. The Lessor may change or provide an additional person to contact in emergencies by providing the contact information of such person to the Lessee in accordance with this notice provision.

18.0 Signing

- .1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Lease, and that each person signing this Lease on behalf of a Party has been properly authorized and empowered to enter into and execute this Lease.
- .2 This Lease may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.

The Parties have executed this Lease by their duly authorized representatives on the Occupancy Date. SIGNED AND DELIVERED in the presence of:

THE LESSOR

Scott Whithead

Print Name

Dir. RCAP

Title

[Signature]

Signature, Certified pursuant to
Section 23 Contracting Authority
and Section 24 Commitment Authority
of the Financial Administration Act

April 8, 2020

Date of Signature

THE LESSEE

Michael Hale

Print Name

Chief Operating Officer

Title

[Signature]

Signature

07 APRIL 2020

Date of Signature

SCHEDULE A: LEASE SPECIFICATIONS

1.0 Purpose

- .1 The purpose of this Lease is to establish a Respiratory Assessment Centre and hotel rooms for individuals who are isolating and are unable to self-isolate at home in response to the COVID 19 pandemic. The facility might also be used for additional housing for health care professionals and related personnel.

2.0 Lessor Obligations

- .1 The Lessor will provide and maintain all required personnel and materials to ensure the following services are delivered to the Lessee during the Term of the Lease:
 - .1 front desk services including guest registry using their existing software system and fully cooperating with Health and Social Services staff, specifically Jennifer Potvin to address and accommodate any privacy or confidentiality requirements;
 - .2 security guard on site 24 hours a day from a professional service company to provide personal security to the Buildings;
 - .3 cleaning and disinfecting services in accordance with Schedule C: Cleaning Specifications.
 - .4 food service for 3 meals a day (breakfast, lunch and dinner) at a fixed rate of \$30 per day per person from the Lessor's onsite kitchen. All meals shall be in accordance with Environmental Health Guidelines and any other applicable legislation;
 - .5 telephone services - local calls only and pay per call long distance; and
 - .6 internet services – unlimited bandwidth.

3.0 Lessee Obligations

- .1 Subject to availability and resource constraints, the Lessee will provide all PPE and appropriate training to staff.



Schedule B: Operational Expenses

1.0 Lessee Operational Expenses

- .1 Subject to the terms of this Lease and section 1.2 below, the Lessee shall pay for the following costs or expenses:
- .1 labor costs for staff/persons (including wages and statutory benefits) as stated in the Specifications, excluding any and all severance costs or expenses;
 - .2 telephone and cable costs that are incurred by the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents;
 - .3 internet costs at a set rate for unlimited internet services;
 - .4 electricity and heating costs;
 - .5 security;
 - .6 Property taxes for the period in which the Lessee occupies the Buildings, except where a tax abatement is provided for the Premises, in which case no property taxes are payable;
 - .7 cleaning supplies and cleaning services for the Premises, including salaries and labour;
 - .8 laundry, including supplies and labour
 - .9 snow and ice removal in all parking areas, pathways, sidewalks, and entrances;
 - .10 garbage and waste collection and removal;
 - .11 Commercial General Liability insurance for the Premises;
 - .12 any other costs or expenses agreed to and authorized by the Parties in writing; and
 - .13 food service to be provided by the Lessor for a fixed price of \$30 per person per day for three meals per day (breakfast, lunch, and dinner), plus labour.
- .2 All payments for the costs and expenses under section 1.1 or any other payments by the Lessee shall be subject to and in accordance with the following terms:
- .1 amounts payable will be determined based on actual, reasonable, and proper costs, expenses, or work incurred, completed, or when they become due in accordance with the terms of the Lease, and invoices received and approved by the Lessee;
 - .2 the Lessor shall, in a form and with content acceptable to the Lessee, acting reasonably, submit written invoices for all costs, expenses, or work to be paid by the Lessee in accordance with the terms of the Lease. Amounts invoiced on account of eligible costs, expenses, or work shall not exceed the value of the cost, expense, or work incurred or performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing. In the event the Lessee, acting reasonably, disputes an amount invoiced by the Lessor, the Lessee will pay the undisputed portion within the prescribed time. Upon request by the Lessee, the Lessor shall provide a statutory declaration and any supporting information or materials to support the invoice; and
 - .3 the Lessee shall pay the Lessor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Lease. Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if the Lessee fails to make payment to the Lessor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly.

2.0 Lessor Costs and Expenses

- .1 The Lessor shall pay for and be responsible for all other costs or expenses related to or arising from the Premises or its operation and maintenance that are not listed under section 1.0 – Lessee Operational Expenses.



Schedule C: Cleaning Specifications

1.0 Cleaning Requirements

- .1 Cleaning of the Premises will be in accordance with standards or requirements established or approved by Environmental Health.
 - .1 The Department of Health and Social Services will provide all necessary training to employees of the Lessor involved in day to day cleaning of the hotel and the conference centre;
 - .2 The Department of Health and Social Services will provide necessary personal protective equipment to employees of the Lessor involved in day to day cleaning of the hotel and the conference centre.



Schedule D: Labour Specifications

1.0 Labour/Staffing Requirements

- .1 The Lessor will supply required labour to run the hotel, until such time as YG or an official agency (e.g. Chief Medical Officer) determine the staffing requirements can no longer be fulfilled by the Lessor;
- .2 The Lessee will fully reimburse the Lessor for all staffing, which will include, at a minimum:
 - Chef
 - Sous chef
 - Additional kitchen help, as warranted, such as meal runners, dishwashers, etc.
 - Hotel (rooms) manager
 - 24-hour front desk support
 - Manager for all meals and cleaning staff
 - Janitorial and cleaning personal for both hotel and testing centre
 - Maintenance staff, as required
 - And any other staff required as a result of the activities of the Lessee



Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the
Department of **HIGHWAYS AND PUBLIC WORKS** (the “**Lessee**”)

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon
Business Corporations Act, RSY 2002, c. 20 as represented by its President (the “**Lessor**”)

being collectively the parties (the “Parties”) to this amending agreement (the
“Amendment”)

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020, July 31, 2020 and November 24, 2020 and attached as Schedule A (the “Agreement”).
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete section 2.2 of the Agreement, and replace with the following:

- .2 The Lease shall commence on the **Occupancy Date and end on September 30th, 2021** (the "Term")

2.2 Delete 1.1 from Schedule B of the Agreement, and replace with the following:

- .1 Subject to the terms of this Lease and section 1.2 below, the Lessee shall pay for the following costs or expenses:
- .1 labor costs for staff/persons (including wages and statutory benefits) as stated in the Specifications, excluding any and all severance costs or expenses;
 - .2 telephone and cable costs that are incurred by the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents;
 - .3 internet costs at a set rate for unlimited internet services;
 - .4 electricity and heating costs;
 - .5 security;
 - .6 Property taxes for the period in which the Lessee occupies the Buildings, except where a tax abatement is provided for the Premises, in which case no property taxes are payable;
 - .7 cleaning supplies and cleaning services for the Premises, including salaries and labour;
 - .8 laundry, including supplies and labour
 - .9 snow and ice removal in all parking areas, pathways, sidewalks, and entrances;
 - .10 garbage and waste collection and removal;
 - .11 Commercial General Liability insurance for the Premises;
 - .12 any other costs or expenses agreed to and authorized by the Parties in writing; and
 - .13 food service to be provided by the Lessor for a fixed price of \$30 per person per day for three meals per day (breakfast, lunch, and dinner), plus labour;
 - .14 Water and Septic costs.

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.

- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Print Name

Title

Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the *Financial Administration Act*

Date of Signature

THE LESSOR

Print Name

Title

Signature

Date of Signature

Schedule A

See attached agreements.

From: [Michael Hale](#)
To: [Bobbi Rhodes](#)
Cc: [Alex Jobin](#); [Phillip Fitzgerald](#)
Subject: Re: Lease Amending Agreement for the High Country
Date: June 22, 2021 12:09:40 PM
Attachments: [image001.png](#)
[2021 June Lease amendment.pdf](#)

*** External email: Do not click on links or attachments except from trusted senders. ***

Thanks Bobbi Please see attached signed extension

Michael Hale
President / Chief Operating Officer



Northern Vision Development LP

Unit 200 | 2237 2nd Ave
 Whitehorse | YT | Y1A 0K7
 Cell: (867) 336-7888
 Fax: (867) 393-2956
www.nvdlp.com

Confidentiality Warning – This message and any attachments are strictly and solely for the use of the intended recipient (s) are confidential not for distribution and may be privileged. If you are not the intended recipient please notify the sender immediately and delete this message and any attachments from your system. Thank you.

From: bobbi.rhodes@yukon.ca <bobbi.rhodes@yukon.ca>
Sent: June 22, 2021 11:53 AM
To: Michael Hale <mhale@nvdlp.com>
Cc: Alex Jobin@yukon.ca <Alex.Jobin@yukon.ca>
Subject: Lease Amending Agreement for the High Country

Hi Michael,

Attached is the lease amending agreement extending YG's lease of the Coast High Country Inn. Please sign and send back to me for filing.

Thanks



Bobbi Rhodes (she/her)

Realty Officer
 Highways and Public Works | Realty and Planning Services
 T 867-456-3875 | F 867-667-5349 | bobbi.rhodes@gov.yk.ca | Yukon.ca

Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the
Department of **HIGHWAYS AND PUBLIC WORKS** (the "Lessee")

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon
Business Corporations Act, RSY 2002, c. 20 as represented by its President (the "Lessor")

being collectively the parties (the "Parties") to this amending agreement (the
"Amendment")

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020, July 31, 2020 and November 24, 2020 and attached as Schedule A (the "Agreement").
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete section 2.2 of the Agreement, and replace with the following:

- .2 The Lease shall commence on the **Occupancy Date and end on September 30th, 2021** (the "Term")

2.2 Delete 1.1 from Schedule B of the Agreement, and replace with the following:

- .1 Subject to the terms of this Lease and section 1.2 below, the Lessee shall pay for the following costs or expenses:
- .1 labor costs for staff/persons (including wages and statutory benefits) as stated in the Specifications, excluding any and all severance costs or expenses;
 - .2 telephone and cable costs that are incurred by the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents;
 - .3 internet costs at a set rate for unlimited internet services;
 - .4 electricity and heating costs;
 - .5 security;
 - .6 Property taxes for the period in which the Lessee occupies the Buildings, except where a tax abatement is provided for the Premises, in which case no property taxes are payable;
 - .7 cleaning supplies and cleaning services for the Premises, including salaries and labour;
 - .8 laundry, including supplies and labour
 - .9 snow and ice removal in all parking areas, pathways, sidewalks, and entrances;
 - .10 garbage and waste collection and removal;
 - .11 Commercial General Liability insurance for the Premises;
 - .12 any other costs or expenses agreed to and authorized by the Parties in writing; and
 - .13 food service to be provided by the Lessor for a fixed price of \$30 per person per day for three meals per day (breakfast, lunch, and dinner), plus labour;
 - .14 Water and Septic costs.

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.

- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Nils Clarke
Print Name

Minister HPW
Title

[Signature]
Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the Financial Administration Act

17/6/21
Date of Signature

THE LESSOR

Michael Hale
Print Name

President / COO
Title

[Signature]
Signature

22 June 2021
Date of Signature

Schedule A

See attached agreements.

From: [Alex.Jobin](#)
To: [PM.AdminAccount](#)
Subject: Lease amending agreement for routing
Date: September 3, 2021 1:07:52 PM
Attachments: [Schedule A - The Agreement.pdf](#)
[NVD High Country Inn Amending Agreement Sept.2021.doc](#)
[Memo - DM to M.docx](#)
[image001.png](#)



Alex Jobin

Manager, Realty and Space Planning, Property Management Division
Department of Highways and Public Works
T 867-689-5126 | Yukon.ca

Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the
Department of **HIGHWAYS AND PUBLIC WORKS** (the "Lessee")

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon
Business Corporations Act, RSY 2002, c. 20 as represented by its President (the "Lessor")

being collectively the parties (the "Parties") to this amending agreement (the
"Amendment")

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020, July 31, 2020 and November 24, 2020 and attached as Schedule A (the "Agreement").
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete section 2.2 of the Agreement, and replace with the following:

- .2 The Lease shall commence on the **Occupancy Date and end on September 30th, 2021** (the "Term")

2.2 Delete 1.1 from Schedule B of the Agreement, and replace with the following:

- .1 Subject to the terms of this Lease and section 1.2 below, the Lessee shall pay for the following costs or expenses:
- .1 labor costs for staff/persons (including wages and statutory benefits) as stated in the Specifications, excluding any and all severance costs or expenses;
 - .2 telephone and cable costs that are incurred by the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents;
 - .3 internet costs at a set rate for unlimited internet services;
 - .4 electricity and heating costs;
 - .5 security;
 - .6 Property taxes for the period in which the Lessee occupies the Buildings, except where a tax abatement is provided for the Premises, in which case no property taxes are payable;
 - .7 cleaning supplies and cleaning services for the Premises, including salaries and labour;
 - .8 laundry, including supplies and labour
 - .9 snow and ice removal in all parking areas, pathways, sidewalks, and entrances;
 - .10 garbage and waste collection and removal;
 - .11 Commercial General Liability insurance for the Premises;
 - .12 any other costs or expenses agreed to and authorized by the Parties in writing; and
 - .13 food service to be provided by the Lessor for a fixed price of \$30 per person per day for three meals per day (breakfast, lunch, and dinner), plus labour;
 - .14 Water and Septic costs.

3.0 **General**

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.

- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Nils Clarke
Print Name

Minister HPW
Title

[Signature]
Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the Financial Administration Act

17/6/21
Date of Signature

THE LESSOR

Michael Hale
Print Name

President / COO
Title

[Signature]
Signature

22 June 2021
Date of Signature

Schedule A

See attached agreements.

Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of HIGHWAYS AND PUBLIC WORKS (the "Lessee")

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President (the "Lessor")

being collectively the parties (the "Parties") to this amending agreement (the "Amendment")

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020 and July 31, 2020 and attached as Schedule A (the "Agreement").
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete sections 2.2 to 2.4 of the Agreement, and replace with the following:

.2 The Lease shall commence on the **Occupancy Date** and end on **June 30, 2021** (the "Term")

.3 Upon mutual written consent of both Parties, the Lease may be extended on the same terms and conditions as set out under this Lease. The Lessor's written consent to extend the Lease shall not be unreasonably withheld."



3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Richard Gorczyca ALAN
Print Name

THE LESSOR

Michael Hale
Print Name



A/Assistant Deputy Minister

Title

[Signature]

Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the *Financial Administration Act*

Nov. 24, 2020

Date of Signature

PRESIDENT / COO

Title

[Signature]

Signature

23 NOV '20

Date of Signature

[Signature]

Schedule A

See attached agreements.



Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of **HIGHWAYS AND PUBLIC WORKS** (the “**Lessee**”)

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President (the “**Lessor**”)

being collectively the parties (the “**Parties**”) to this amending agreement (the “**Amendment**”)

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and attached as Schedule A (the “**Agreement**”).
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete sections 2.2 to 2.4 of the Agreement, and replace with the following:

“.2 The Lease shall commence on the **Occupancy Date** and end on **December 31, 2020** (the “**Term**”)

.3 Upon mutual written consent of both Parties, the Lease may be extended on the same terms and conditions as set out under this Lease. The Lessor’s written consent to extend the Lease shall not be unreasonably withheld.”

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Andrea Finner

Print Name

Acting BCAP Director

Title

[Signature]

Signature, Certified pursuant to Section 23 Contracting Authority and Section 24 Commitment Authority of the *Financial Administration Act*

July 31, 2020

Date of Signature

THE LESSOR

Michael Hale

Print Name

President / Chief Operating Officer

Title

[Signature]

Signature

28 July 2020

Date of Signature

Schedule A

See attached agreement.

Lease #:



LEASE

High Country Inn

LEASE AGREEMENT

This Lease made between:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of HIGHWAYS AND PUBLIC WORKS

("the Lessee")

AND:

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President

(the "Lessor")

being collectively the parties (the "Parties") to this lease agreement ("Lease").

IN CONSIDERATION for the mutual promises contained in this Agreement, the Parties agree as follows:

1.0 The Lease and Specifications

- .1 The Lessor shall demise and lease to the Lessee the following buildings and lands:

Buildings: 4051 FOURTH AVENUE Y1A 1H1 (HOTEL) AND 4049 FOURTH AVENUE Y1A 1H1 (CONVENTION CENTER)

(the "Building")

Lands: LOT 1, BLOCK F AND LOT 14, BLOCK E

(the "Lands")

(collectively, the "Premises")

- .2 For greater certainty, the Premises includes: all structures, fixtures, building systems, parking lots, driveways, sidewalks, elevators, stairways, improvements, common areas, washrooms, facilities, and appurtenances thereto that have been or will be constructed above or below grade and any leasehold improvements, expansions, reductions, or reconstruction of the Premises that may be made from time to time.
- .3 The Lessor shall ensure that the Premises complies with and is in accordance with the terms of this Lease and Schedule A: Lease Specifications attached to this Lease (the "Specifications").

2.0 Occupancy Date, Term and Extension of the Lease

- .1 The Premises shall be fully ready for occupancy and in accordance with this Lease on **March 19, 2020** ("Occupancy Date").
- .2 The Lease shall **commence on the Occupancy Date and end on June 19, 2020**, unless extended by the Lessee in accordance with section 2.3 (the "Term").
- .3 Prior to the expiry of the Term, the Lessee reserves the right, in its sole and absolute discretion, and upon written notice to the Lessor, to extend the Term of the Lease from month to month up to a total of 3 months on the same terms and conditions as set out under this Lease.
- .4 If the Lessee extends the Lease for a total of 3 months as stated in section 2.3, the Lease may be extended thereafter upon mutual written consent by the Parties on the same terms and conditions as set out under this Lease. The Lessor's written consent to extend the Lease shall not be unreasonably withheld.

3.0 Rent and Operational Expenses

- .1 During the Term or any extension thereof, the Lessee shall pay the Lessor the following amounts in Canadian funds **\$35,000.00 per month** (the "Rent").

- .2 The Parties shall pay for the items, services, costs or expenses as stated and in accordance with Schedule B – Operational Expenses (“Operational Expenses”). No payment for any additional items, services, costs or expenses shall be payable without the prior written consent of both Parties, and such agreement must be duly authorized and signed by both Parties.
- .3 Despite any other term of this Lease, the Lessee’s obligation to pay the Lessor under this Lease is subject to the following:
- .1 the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), including subsection 24(2) which reads as follows: “It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due”; and
 - .2 the Lessor abiding by the terms and conditions of this Lease.
- .4 The Premises is being leased by the Lessee for a public purpose and is not subject to the Goods and Services Tax or Harmonized Sales Tax (“GST/HST”) under authority number R107442840. The Lessor shall not add or include the GST/HST in any Rent or payments due and payable by the Lessee related to arising from this Lease. The Lessor shall be responsible for applying directly to the Canada Revenue Agency for any Input Tax Credits on any GST or HST paid by it in relation to the Lease.
- .5 Where an amount is payable by the Lessee or the Lessor in respect of a period of time where only part of the period of time falls within the term of the Lease, the amount payable will be prorated.
- .6 The Lessor shall immediately advise the Lessee in writing if the Lessor receives any additional funding, payments, or any other form of contribution, gift, or grant in respect of the Premises and its operations, including any federal funding. Despite any other term under this Lease, if the Lessor receives any additional funding, assistance, or resources (financial or otherwise), then the Lessee may, in its sole and absolute discretion, reduce its obligation to pay Operational Expenses or any other amounts payable by a commensurate amount upon 30 calendar days prior written notice to the Lessor.
- .7 In addition to any other rights or remedies under this Lease or in law, if the Premises is not fully ready for occupancy by the Occupancy Date or becomes unfit for occupancy caused by the fault or breach of the Lessor, then the Lessor shall not be entitled to payment for any Operational Expenses by the Lessee in any way or for any reason during the period where the Premises is not fully ready for occupancy or unfit for occupancy.
- .8 In addition to any rights the Lessee may have under the Lease, in law or in equity, the Lessee may, in its sole and absolute discretion, deduct or set off any liability arising from the Lessor to the Lessee under this Lease or otherwise against any liability arising from the Lessee to the Lessor.

4.0 Overholding of Lease

- .1 In the event that the Lessee remains in possession of the Premises after the end of the Term without the extension or renewal of the Lease, the Lessee shall be solely deemed to be occupying the Premises from month to month, at the Rent stated in this Lease and on the same terms and conditions as set out under this Lease.

5.0 Representations and Warranties

- .1 The Lessor represents and warrants that:
- .1 it fully owns or has full authority to lease the Premises, and that all factual matters and materials submitted to the Lessee are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith;
 - .2 the Premises is in accordance with the terms of the Lease, including any Specifications on the Occupancy Date;
 - .3 the Premises complies with all health and safety laws, including: the *Occupational Health and*

Safety Act, RSY 2002, c.159; and

- .4 the space/site offered is free of mold, asbestos, contaminates, and dangerous materials, and upon request by the Lessee, the Lessor, shall, in a form and with content acceptable to the Lessee, promptly provide the Lessee with written assurance of such representations or warranties. If mold, asbestos, contaminates, or other dangerous materials are found on the Premises, then the Lessor shall promptly remove the mold, asbestos, contaminates, or other dangerous materials at the Lessor's sole cost, and shall do so in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during such removal.

6.0 Use of the Premises

- .1 On or before the Occupancy Date, a representative from the Department of Health and Social Services on behalf of the Lessee and the Lessor shall inspect the Premises, take photos, and record the condition of the Premises on the date of inspection, which shall be approved in writing by both Parties (the "Condition Report"). Both Parties shall have a copy of the Condition Report.
- .2 Any inspection by the Lessee or use of the Premises by the Lessee at any time, shall not constitute a waiver of any terms under this Lease or waiver of any latent defects related to or arising from the Premises, unless otherwise explicitly stated in writing by the Lessee.
- .3 The Lessee will use the Premises for the purposes stated under the Specifications and this Lease, and shall not use the Premises for any other purpose without the prior written consent of the Lessor, such consent shall not to be unreasonably withheld.
- .4 The Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, shall have quiet enjoyment, use, occupation, and possession of the Premises without interference, hindrance or molestation by the Lessor, its employees, contractors, agents, or any other person claiming through or under the Lessor.
- .5 The Lessor grants to the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, at all times and without interference, hindrance, or molestation during the Term of this Lease, the right of ingress and egress to and from the Premises by the usual entrances, passageways, stairways, and roadways leading to the Premises, including providing the Lessee with a sufficient number of keys, fobs, or other entry devices to enable access and use of the Premises. The Lessor shall ensure that the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, have the right of access to, and use in common with the other tenants of the Premises, the toilet and washroom facilities in the common areas of the Premises.
- .6 The Lessee shall not do or permit to have done on the Premises anything which shall:
- .1 result in the creation of a nuisance; or
 - .2 cause the rate of insurance on the Premises to be substantially increased, except where the Lessee agrees in writing to pay the amount of such increase.
- .7 The Lessee shall not register any caveat or other encumbrance against the Lessor's title to the Lands without the prior consent of the Lessor, with the exception that the Lessee shall be permitted to register a caveat in respect of this Lease at the Yukon Land Titles Office.
- .8 Subject to the Lessor providing the Lessee with written particulars of its rules and regulations and the Lessee approving of such rules and regulations, such approval shall not be unreasonably withheld. The Lessee, its officers, employees and agents shall observe all reasonable rules and regulations that the Lessor may make for the purposes of safety, cleanliness, comfort and convenience of personnel on the Premises.
- .9 The Lessor shall protect the Lessee's property from damage, theft, or disturbance which may arise from the Lessor's operations or performance of the Lease, including: during any maintenance, cleaning,

alterations or repairs.

- .10 The Lessor, its officers, employees, contractors, and agents shall comply with any smoke free policies established and provided by the Lessee in that portion of the Premises occupied by the Lessee and any entrances, passageways, stairways, outside areas, or other areas used by the Lessee on or around the Premises.

7.0 Maintenance, Repair, and Cleaning

- .1 The Lessor shall be solely responsible for the repair and maintenance of the Premises, and shall keep and maintain the Premises in a safe, tenantable, and good working order and condition, including: the roof; footings; foundation; structural columns and beams; floors and subfloors; doors and entrances; washrooms; windows; walls, both load bearing and non-load bearing; landscaping, driveways, sidewalks, and passageways; elevators and stairways; all utilities, ventilation, mechanical, and electrical systems; and related fixtures and improvements of the Premises. The Lessor shall also maintain the Premises in accordance with the Specifications or any other standards or terms under this Lease.
- .2 The Lessor shall ensure that all lighting in or around the Premises is in accordance with the Specifications. The Lessor will promptly replace all burned out or malfunctioning lighting. For greater certainty, the Lessor shall maintain the lighting on the Premises, whether such lighting fixtures were installed at the cost of the Lessor or the Lessee.
- .3 The Lessor shall promptly, but not later than 24 hours from the date the conditions were first known or ought to have been reasonably known, provide the Lessee with notice and sufficient details of any material defect related to or arising from the Premises, including any defect that poses a risk to health or safety.
- .4 Upon written notice from the Lessee, the Lessor shall, in consultation with the Lessee, promptly or no later than 5 calendar days after such notice, fully and properly repair or remedy any defect or damage related to or arising from the Premises, including: structural defects, water leaks, mold or air quality issues; or any failure in utilities, mechanical, or electrical systems, including: heat, lighting, electricity, water, sewage, or ventilation or air-conditioning systems, unless the complexity or magnitude of the defect or damage is such that repairs or a remedy cannot be provided within such time, in which case, the repairs or remedy shall be provided promptly within a reasonable timeframe as agreed to in writing by the Parties, acting reasonably. Upon request by the Lessee, the Lessor shall promptly provide the Lessee with a well-organized, detailed, and comprehensive schedule, in a form and with content acceptable to the Lessee, for the completion of any repairs or remedy of a defect or damage related to or arising from the Premises.
- .5 The Lessor shall make any repairs or remedy any defects in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during the repair or remedy of the defect or damage.
- .6 The Lessor shall be solely responsible for paying for the cost of repairing or remedying the defect or damage and shall not be entitled to any additional payment for repairing or remedying any defects or damage related to or arising from the Premises, unless such defect or damage was directly caused by the negligence of the Lessee. The Lessor shall, at the Lessor's own cost, be solely responsible for re-inspecting and re-testing the Premises or applicable work, and remove or replace adjacent affected materials and completely restore such materials to their original finish or state.
- .7 If the Lessor, or person for whom the Lessor is responsible, does not repair or remedy a breach, defect, or damage within the timeframe provided under this Lease, the Lessee may exercise one or more of the following rights:
- .1 correct such breach, defect, or damage, or hire another person or contractor to repair or remedy the breach, defect, or damage and deduct the cost thereof from any payment then or thereafter due to the Lessor;

- .2 terminate the Lessor's right or entitlement to be paid for Operational Expenses until the breach, defect, or damage is repaired or remedied;
 - .3 terminate the Lease; or
 - .4 take such other action or remedy as the Lessee deems fit or reasonable in the circumstances or is available under this Lease or by law.
- .8 The Lessor shall be responsible for ensuring the Premises and its staff comply with all codes, standards, regulations, and laws, and shall, at the Lessor's own cost, ensure that all permits, inspections and regulatory approvals are issued, up to date, and complied with related to or arising from the Premises, and make all necessary arrangements to inspect, test, service and maintain all safety, utility, ventilation, mechanical, and electrical systems and equipment to meet all applicable codes, standards, regulations, and laws.
- .9 The Lessor will maintain full records of all inspections, maintenance procedures or tests related to the Premises. Upon request by the Lessee, the Lessor shall make such records available for review, audit, or inspection by the Lessee, and will allow the Lessee to make copies and take extracts therefrom and will furnish to the Lessee any additional information or materials which may reasonably be required from time to time to supplement such records or ensure that all codes, standards, regulations, and laws are being complied with.
- .10 The Lessor shall maintain the landscaping, watering system, and other exterior fixtures and improvements on the Premises in a clean, safe, orderly, and good working condition.
- .11 The Lessor shall maintain and keep the Premises free and clear of all rodents and pests. Upon request by the Lessee, the Lessor, shall promptly, and at its own cost, remove or exterminate all rodents or pests on or about the Premises, and eliminate any point of entry for rodents or pest to enter the Premises.
- .12 The Lessor shall be solely responsible for providing cleaning services to clean the areas used or occupied by the Lessee, including: providing labor and supplies for such cleaning, and shall provide cleaning services in accordance with the terms of this Lease.

8.0 Alterations

- .1 Other than as stated under this Lease, the Lessee will not carry out any substantial alterations on the Premises without the prior written approval of the Lessor, such approval shall not be unreasonably withheld.
- .2 The Lessee may make alterations or improvements to the Premises during its use for the purposes of the Lease.
- .3 Upon 30 calendar days prior written notice to the Lessee, the Lessor may remodel, repair, alter or improve (in whole or in part) the Premises or the systems and equipment therein, and for such purpose may enter into, pass through, work upon and attach temporary structures to the Premises.
- .4 The Lessor shall remodel, repair, alter or improve the Premises in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during the remodel, repair, alteration or improvements.
- .5 The Lessor shall be solely responsible for any construction, renovation, remodel, repair, alteration, or improvement on the Premises, including: the means, methods, techniques, sequences, procedures, and compliance with health and safety standards for the various parts of such work, and performance, supervision, and coordination of such work and all costs thereto.
- .6 For greater certainty, no additional payment or increase in Rent or Operational Expenses will be made by the Lessee for any construction, or renovation, remodel, repair, alteration, or improvement on the Premises, unless otherwise agreed to in writing by the Parties.

9.0 Insurance

- .1 During the Term of this Lease and any extension thereof, the Lessor shall obtain and maintain Commercial General Liability insurance with a limit not less than \$2,000,000.00, that includes coverage for bodily injury, death, property damage, and the perils of fire and explosion. The Lessor shall ensure that the Government of Yukon is specified as an additional insured on the Commercial General Liability insurance policy. The Lessor shall pay all deductibles for such insurance.

10.0 Termination and Default

- .1 The Lessee may give written notice to the Lessor of default under this Lease if the Lessor:
 - .1 is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or fails to make payment to creditors when payment is due;
 - .2 is subject to foreclosure proceedings or has been provided with notice of foreclosure, or a notice of attornment has been issued to the Lessee;
 - .3 breaches a material term of this Lease, including terms or requirements for maintenance or insurance under this Lease;
 - .4 makes a material misrepresentation or breaches a representation or warranty set out in this Lease;
 - .5 the Premises become un-tenantable or functionally unusable by the Lessee; or
 - .6 there is a substantial structural defect or health or safety risk related to or arising from the Premises or the Lessee's use or occupancy of the Premises.
- .2 If a default occurs under section 10.1, then the Lessee may by written notice to the Lessor and without prejudice to any other right or remedy, exercise any or all of the following rights:
 - .1 provide the Lessor with 5 calendar days to remedy the default, or if there is sufficient proof that the nature of such default is that it cannot be corrected within a 5 calendar day period, the Lessor will, within such period, provide the Lessee with a well-organized, detailed, and comprehensive schedule, in a form and with content acceptable to the Lessee, for completing rectification of the default, and correct the default in accordance with that schedule;
 - .2 terminate the Lessor's right or entitlement to be paid for Operational Expenses until the default is remedied;
 - .3 terminate the Lease upon 30 calendar days prior written notice to the Lessor; or
 - .4 take such other action or remedy as the Lessee deems fit or reasonable in the circumstances or is available under this Lease or by law.
- .3 If the Lease is terminated by the Lessee, then the following rights and obligations shall survive and apply:
 - .1 the Lessee shall, within 90 calendar days of the notice of termination or such other reasonable timeframe as agreed to in writing by the Parties, surrender the Premises in accordance with this Lease;
 - .2 the Lessor shall arrange for reasonable protection of the Lessee property on the Premises until the Premises is surrendered, and make no further commitments in relation to the Lease, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Lease, unless otherwise agreed to in writing by the Parties; and
 - .3 the termination of the Lease does not relieve or discharge the Lessor from any other outstanding obligations under this Lease, nor does it relieve the Lessor from any compensation, loss or damage owed to the Lessee arising from the default or termination.

- .4 The Lessor may by giving written notice to the Lessee declare the Lessee in default under this Lease for any of the following:
- .1 the Lessee has failed to pay Operational Expenses to the Lessor within 30 calendar days of the date that any payment becomes due to the Lessor in accordance with the terms of this Lease, except where the Lessee has reasonable grounds to dispute such payment; or
 - .2 the Lessee breaches a material term of this Lease.
- .5 On the occurrence of a default under section 10.4, the Lessor will specify in writing a rectification period of 30 calendar days within which the Lessee may remedy the default. If the Lessee fails to remedy such default within the rectification period or any extension thereof agreed to by the Parties, the Lessor may:
- .1 waive the default;
 - .2 further extend the rectification period; or
 - .3 terminate this Lease upon 30 calendar days prior written notice to the Lessee.

11.0 Surrender of the Premises

- .1 Upon the termination or expiry of this Lease:
- .1 the Lessee or its contractor shall clean the Premises in accordance with Schedule C: Cleaning Specifications, and remove the Lessee's property before a move-out inspection with the Lessor takes place; and
 - .2 the Parties shall promptly schedule an appointment to inspect the Premises, and the Lessee shall surrender the Premises in reasonably like condition as found at the start of the Lease, with the exception of reasonable wear and tear.
- .2 For greater certainty, upon the termination or expiry of this Lease:
- .1 all immovable property, fixtures, and any appliances provided and owned by the Lessor on the Premises shall remain the property of the Lessor, except for the following, which shall remain under the property of the Lessee, unless otherwise agreed to in writing by the Parties:
 - .1 demountable type partitioning;
 - .2 telephone or power pole-poles;
 - .3 any furniture, electronics, or medical equipment that have been affixed to the walls or Premises; and
 - .4 any medical equipment, medical supplies, or other chattels, furniture, property, supplies, appliances, provided or owned by the Lessee found on the Premises shall remain the property of the Lessee.

12.0 Confidentiality and Access to Information and Privacy

- .1 If the Lessee designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Lessor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Lessee; or as required by law provided that the Lessor gives written notice to the Lessee promptly upon becoming aware of such a requirement. The Lessor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
- .2 The Lessor shall ensure that any employees, agents, subcontractors or any third party with whom the Lessor shares or provides access to or possession of the Confidential Materials, shall, in favor of the Lessee, be bound by the same terms or terms no less stringent than the confidentiality terms of this Lease.

- .3 For the purposes of this section, "personal information" has the same meaning as defined under the *Yukon Access to Information and Protection of Privacy Act*, RSY 2002, c. 1 and its regulations (as amended) and "personal health information" has the same meaning as defined in the *Health Information Privacy and Management Act*, SY 2013, c. 16, and its regulations (as amended). The Lessor agrees that:
- .1 any personal information or personal health information provided to the Lessor by the Lessee is under the control of the Lessee, and remains the sole property of the Lessee, and upon request by the Lessee, the Lessor will promptly destroy or return to the Lessee all personal information or personal health information provided by or under the control of the Lessor, without making any copies;
 - .2 the Lessor will not use, disclose or permit to be used or disclosed any personal information or personal health information provided by or under the control of the Lessee or collected by the Lessor in the performance of the Lease or as agent of the Lessee for any purpose other than the performance of the Lease or to comply with the law;
 - .3 the Lessor will ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its employees, agents, subcontractors or any third party with whom the Lessor shares or provides access to or possession of the personal information or personal health information is bound by the same terms or terms no less restrictive than the terms under this Lease, and the Lessor shall, at its own cost, take any action or execute any documents required to give effect to such terms; and
 - .4 the Lessor will notify the Lessee in writing immediately of any breach or suspected breach of this section; and promptly take reasonable steps to mitigate the breach and prevent any further harm from the breach.
- .4 Section 12.0 - Confidentiality and Access to Information and Privacy shall survive the expiry or termination of this Lease.

13.0 Dispute Resolution

- .1 In the case of a dispute, the Parties shall resolve the dispute as follows:
- .1 make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner;
 - .2 if a dispute has not been resolved by negotiation, then the dispute shall be referred to mediation upon either Party providing written notice to the other Party that it wishes the dispute to be resolved by mediation. If the Parties are unable to agree upon the choice of a mediator, either Party may apply to a Yukon court to appoint a mediator;
 - .3 should mediation not resolve the dispute, a Party may refer the unresolved dispute to the courts or, upon mutual agreement by the Parties, to any other form of dispute resolution, including arbitration; and
 - .4 any endeavor to resolve disputes arising out of this Lease by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis and upon rules mutually agreed upon by the Parties.
- .2 The Parties shall equally bear the costs of any dispute resolution process, including mediation or arbitration.

14.0 Conflict of Interest

- .1 The Lessor:

- .1 shall not influence, seek to influence, or otherwise take part in a decision of the Lessee, directly or indirectly, knowing that the decision might further their private or personal interests;
- .2 shall not provide or accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of the Lease, that causes, or would appear to cause, a conflict of interest; and
- .3 shall have no financial or personal interest in the business, interest group, or organization of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Lease, and if such interest is acquired during the Term of the Lease, the Lessor shall promptly declare it to the Lessee and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest. Such conflict of interest will not relieve the Lessor of its obligations under the Lease, including under this section.

15.0 Assignment and Subletting

- .1 The Lessee may, assign the Lease or sublet the Premises (in whole or in part) with the prior written consent of the Lessor, such consent shall not be unreasonably withheld.
- .2 The Lessor will not assign, either directly or indirectly, any term under this Lease or any right or obligation of the Lessor under this Lease, without the prior written consent of the Lessee, such consent shall not be unreasonably withheld. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.

16.0 General

- .1 This Lease, which includes the Specifications, and any other schedules or attachments, constitutes the entire agreement between the Parties in respect of the subject matter of this Lease and supersedes all prior representations, negotiations, communications, and other agreements in respect of it (whether written or oral), unless they are specifically incorporated by reference into this Lease.
- .2 Any change or amendment to the Lease must be made by written agreement that is duly authorized and signed by representatives of both Parties.
- .3 This Lease shall be interpreted according to the following provisions:
 - .1 words importing the singular include the plural and vice versa as the context requires;
 - .2 a schedule, appendix or attachment includes all of the sub-schedules, appendices and other attachments attached to the schedule, appendix or attachment;
 - .3 references to a section, clause, or paragraph of the Lease or any appendix or schedule followed by a number(s) shall be deemed to be a reference to the whole of the section, clause, or paragraph of the Lease or any appendix or schedule, as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix;
 - .4 references in the Lease any applicable laws are considered to be references to the latest published version;
 - .5 each requirement for a thing or action to be in accordance or in compliance with any standard, code or specification or other requirement or stipulation means that such thing or action is to exceed or at least equal that standard, code, specification or other requirement or stipulation;
 - .6 words and abbreviations with well-known technical or trade meanings in the Lease are used in accordance with such recognized meanings;
 - .7 if there is a conflict within the terms in the Lease, the terms establishing the higher quality, manner or method of performing the Lease, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, performance, and service will prevail;

- .8 "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation"; and
- .9 no term of this Lease will be construed against or interpreted to the disadvantage of any Party because the Party is deemed to have drafted the provision.
- .4 The Lessor is an independent contractor, and for greater certainty, nothing in this Lease shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Lessor to perform work under this Lease are at all times the employees or subcontractors of the Lessor and not of the Lessee.
- .5 No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to them under the Lease, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically and explicitly agreed to in writing.
- .6 Each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lease. If any such provision of this Lease is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Lease as nearly as possible to its original intent and effect.
- .7 The Parties shall execute such further documents and give such further assurances as are reasonably required to give effect to this Lease.
- .8 This Lease shall be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- .9 This Lease and the terms therein does not operate as a permit, license, approval or other statutory authority which the Lessor may be required to obtain from the Government of Yukon or any of its agencies in the performance of this Lease. Nothing in this Lease is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make Government of Yukon liable for any exercise of a statutory power or duty. Government of Yukon shall not be liable for any additional cost or expense related to or arising from the exercise of any statutory power or duty or enforcement of laws.
- .10 This Lease will be deemed to have been made in and will be governed, interpreted and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in Yukon.
- .11 Time is of the essence in this Lease.
- 17.0 Notices and Emergency Contact**
- .1 Any written notices referred to or required under this Lease will be addressed to the Parties at the addresses set out below. The delivery of such notice will be by hand, courier, mail or electronic mail. A notice delivered by one Party in accordance with this Lease will be deemed to have been received by the other Party:
- .1 if delivered in person or by courier, on the date of delivery;
- .2 if sent by mail, it shall be deemed to have been received 5 Business Days after the date on which it was mailed;
- .3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of

8:30 am to 5:00 pm if not received on a Business Day or during the hours of 8:30 am to 5:00 pm, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof if there is no indication of failure of receipt communicated to the sender. For the purposes of this Lease, "Business Day" means a day that is not a Saturday, Sunday or statutory holiday in Yukon.

- .2 Contact information for a Party may be changed by written notice to the other Party setting out the new contact information in accordance with this notice provision.

Lessee:	Lessor: Northern Vision Development LP
Manager, Realty and Planning Services	Contact Person: Michael Hale
P.O. Box 20192, Whitehorse YT Y1A 2C6	Address: 209, 212 Main Street, Whitehorse YT
(867) 667-5972	Phone: (867) 668-7886
Email: Marion.morrison@gov.yk.ca	Email: mhale@nvdip.com

- .3 The Lessor shall provide a competent and reliable representative to act as a contact for the Lessee in the case of repairs or emergencies. Upon request by the Lessee, the Lessor shall provide the phone number and email of the representative. If no representative has been provided, the contact person above shall be deemed the representative for the purposes of this provision. The representative shall be available 24 hours a day, 7 days a week for emergencies and other calls. The Lessor may change or provide an additional person to contact in emergencies by providing the contact information of such person to the Lessee in accordance with this notice provision.

18.0 Signing

- .1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Lease, and that each person signing this Lease on behalf of a Party has been properly authorized and empowered to enter into and execute this Lease.
- .2 This Lease may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.

The Parties have executed this Lease by their duly authorized representatives on the Occupancy Date. SIGNED AND DELIVERED in the presence of:

THE LESSOR

Scott Whithead

Print Name

Dir. RCAP

Title

[Signature]

Signature, Certified pursuant to
Section 23 Contracting Authority
and Section 24 Commitment Authority
of the *Financial Administration Act*

April 8, 2020

Date of Signature

THE LESSEE

Michael Hale

Print Name

Chief Operating Officer

Title

[Signature]

Signature

07 APRIL 2020

Date of Signature

SCHEDULE A: LEASE SPECIFICATIONS

1.0 Purpose

- .1 The purpose of this Lease is to establish a Respiratory Assessment Centre and hotel rooms for individuals who are isolating and are unable to self-isolate at home in response to the COVID 19 pandemic. The facility might also be used for additional housing for health care professionals and related personnel.

2.0 Lessor Obligations

- .1 The Lessor will provide and maintain all required personnel and materials to ensure the following services are delivered to the Lessee during the Term of the Lease:
 - .1 front desk services including guest registry using their existing software system and fully cooperating with Health and Social Services staff, specifically Jennifer Potvin to address and accommodate any privacy or confidentiality requirements;
 - .2 security guard on site 24 hours a day from a professional service company to provide personal security to the Buildings;
 - .3 cleaning and disinfecting services in accordance with Schedule C: Cleaning Specifications.
 - .4 food service for 3 meals a day (breakfast, lunch and dinner) at a fixed rate of \$30 per day per person from the Lessor's onsite kitchen. All meals shall be in accordance with Environmental Health Guidelines and any other applicable legislation;
 - .5 telephone services - local calls only and pay per call long distance; and
 - .6 internet services – unlimited bandwidth.

3.0 Lessee Obligations

- .1 Subject to availability and resource constraints, the Lessee will provide all PPE and appropriate training to staff.



Schedule B: Operational Expenses

1.0 Lessee Operational Expenses

- .1 Subject to the terms of this Lease and section 1.2 below, the Lessee shall pay for the following costs or expenses:
- .1 labor costs for staff/persons (including wages and statutory benefits) as stated in the Specifications, excluding any and all severance costs or expenses;
 - .2 telephone and cable costs that are incurred by the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents;
 - .3 internet costs at a set rate for unlimited internet services;
 - .4 electricity and heating costs;
 - .5 security;
 - .6 Property taxes for the period in which the Lessee occupies the Buildings, except where a tax abatement is provided for the Premises, in which case no property taxes are payable;
 - .7 cleaning supplies and cleaning services for the Premises, including salaries and labour;
 - .8 laundry, including supplies and labour
 - .9 snow and ice removal in all parking areas, pathways, sidewalks, and entrances;
 - .10 garbage and waste collection and removal;
 - .11 Commercial General Liability insurance for the Premises;
 - .12 any other costs or expenses agreed to and authorized by the Parties in writing; and
 - .13 food service to be provided by the Lessor for a fixed price of \$30 per person per day for three meals per day (breakfast, lunch, and dinner), plus labour.
- .2 All payments for the costs and expenses under section 1.1 or any other payments by the Lessee shall be subject to and in accordance with the following terms:
- .1 amounts payable will be determined based on actual, reasonable, and proper costs, expenses, or work incurred, completed, or when they become due in accordance with the terms of the Lease, and invoices received and approved by the Lessee;
 - .2 the Lessor shall, in a form and with content acceptable to the Lessee, acting reasonably, submit written invoices for all costs, expenses, or work to be paid by the Lessee in accordance with the terms of the Lease. Amounts invoiced on account of eligible costs, expenses, or work shall not exceed the value of the cost, expense, or work incurred or performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing. In the event the Lessee, acting reasonably, disputes an amount invoiced by the Lessor, the Lessee will pay the undisputed portion within the prescribed time. Upon request by the Lessee, the Lessor shall provide a statutory declaration and any supporting information or materials to support the invoice; and
 - .3 the Lessee shall pay the Lessor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Lease. Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if the Lessee fails to make payment to the Lessor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly.

2.0 Lessor Costs and Expenses

- .1 The Lessor shall pay for and be responsible for all other costs or expenses related to or arising from the Premises or its operation and maintenance that are not listed under section 1.0 – Lessee Operational Expenses.



Schedule C: Cleaning Specifications

1.0 Cleaning Requirements

- .1 Cleaning of the Premises will be in accordance with standards or requirements established or approved by Environmental Health.
 - .1 The Department of Health and Social Services will provide all necessary training to employees of the Lessor involved in day to day cleaning of the hotel and the conference centre;
 - .2 The Department of Health and Social Services will provide necessary personal protective equipment to employees of the Lessor involved in day to day cleaning of the hotel and the conference centre.



Schedule D: Labour Specifications

1.0 Labour/Staffing Requirements

- .1 The Lessor will supply required labour to run the hotel, until such time as YG or an official agency (e.g. Chief Medical Officer) determine the staffing requirements can no longer be fulfilled by the Lessor;
- .2 The Lessee will fully reimburse the Lessor for all staffing, which will include, at a minimum:
 - Chef
 - Sous chef
 - Additional kitchen help, as warranted, such as meal runners, dishwashers, etc.
 - Hotel (rooms) manager
 - 24-hour front desk support
 - Manager for all meals and cleaning staff
 - Janitorial and cleaning personal for both hotel and testing centre
 - Maintenance staff, as required
 - And any other staff required as a result of the activities of the Lessee



Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the
Department of **HIGHWAYS AND PUBLIC WORKS** (the “**Lessee**”)

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon
Business Corporations Act, RSY 2002, c. 20 as represented by its President (the “**Lessor**”)

being collectively the parties (the “Parties”) to this amending agreement (the
“Amendment”)

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020, July 31, 2020 and November 24, 2020 and attached as Schedule A (the “Agreement”).
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete section 2.2 of the Agreement, and replace with the following:

- .2 The Lease shall commence on the **Occupancy Date and end on October 31st, 2021** (the "Term")

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

THE LESSOR

Print Name

Print Name

Title

Title

Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the *Financial Administration Act*

Signature

Date of Signature

Date of Signature

Schedule A

See attached agreements.



Highways and Public Works
PO Box 2703, Whitehorse, Yukon Y1A 2C6



MEMORANDUM

Date:

To: Nils Clarke
Minister, Highways and Public Works

From: Paul McConnell
Deputy Minister, Highways and Public Works

Re:

Government of Yukon would like to secure leased space at the Coast High Country Inn Hotel and Convention Centre, located at 4051 4th Avenue, Whitehorse. This is an amending agreement, extending the end date to the term of an existing lease. This space currently houses the COVID-19 Vaccination Clinic and Self-Isolation Facility.

Attached is the amending agreement. The scope of the amending agreement is as follows:

- Extends the term of the lease by one month and changes the end of the lease term from September 30th, 2021 to October 31st, 2021

The rental rate for this lease is \$35,000 per month plus all operational expenses specified in the agreement. HSS has been in this leased space since March 19th, 2020. The costs to date for this arrangement are approximately \$2.1M, averaging approximately \$150K per month. The value of this extension is estimated at \$120K-\$160K

If you agree with our recommendation, please sign Section 24 on the attached amending agreement with Northern Vision Development for leased space in the Coast High Country Inn Hotel and Convention Centre.

Sincerely,

Paul McConnell

Deputy Minister, Highways and Public Works

Paul McConnell
Deputy Minister

Enclosure(s)

cc:

From: [Bobbi Rhodes](#)
To: [PM Admin Account](#)
Cc: [Richele MacIntosh](#); [Alex Jobin](#); [Donna Sibley](#); [Karen Bevilacqua](#)
Subject: Change Order for Coast High Country Inn
Date: September 21, 2021 3:33:28 PM
Attachments: [Image001.png](#)
[NVD High Country Inn Covid September 2021.xlsx](#)

Hello,

Attached is a change order for our lease at the Coast High Country Inn with NVD. This is the 5th extension/change order for this lease. Please add the adjustment to Front End so that the October rent can be processed.

Thanks



Bobbi Rhodes (she/her)
Realty Officer
Highways and Public Works | Realty and Planning Services
T 867-456-3875 | F 867-667-5349 | bobbi.rhodes@gov.yk.ca | Yukon.ca

PROPERTY MANAGEMENT DIVISION

LESSOR/EE NORTHERN VISION DEVELOPMENT CORPORATION
LOCATION: Coast High Country Inn, 4051 4th Ave
DEPARTMENT: Health & Social Services - COVID - Isolation
COMMENTS: Total Value of original Contract was \$140,000 plus operating costs (\$35,000 x 3 mths)
 Option for additional 3 months to extend to September 19.
 Amendment to extend to December 31st. Total value of contract \$329,677.42 plus op
 Amendment to extend to June 30, 2021. Total value of contract \$539,677.42 plus oper
 Amendment to extend to September 30, 2021. Total value of contract \$644,677.42 plu
5th Extension to October 31, 2021. Total value of contract is \$679,667 plus opera

	MONTH
RENT:	35,000.00
Operating Costs:	0.00
TOTAL:	<u>35,000.00</u>

Leased Area:

Type of Lease: Base rent plus Operating Costs - Operating Costs to be invoiced separately.

Start Date: 19-Mar-2020

End Date: 30-Sep-2021

Renewals:

Notes:

Temporary emergency lease for H&SS

Was extended for further 3 months to September, 2020.

Was extended again to December 31, 2020.

Was extended again to September 30, 2021

5th Extension to October 31, 2021

Lease is being extended to

Term	Monthly Amount	Annual Amount	SqFt. Amount	Fiscal Year	Coding
Mar 19/20 - June 19/20	\$ 35,000.00	\$ 105,000.00		2019/2020	551-821530-0210-2013-0170
				2020/2021	551-821530-0210-2013-0170
Exercised Renewal Option					
June 20/20 - Sept 19/20	\$ 35,000.00	\$ 105,000.00		Change Order 1 - Exercised Renewal Option	
				2020/2021	551-821530-0210-2013-0170
Amendment to extend to December 31, 2020					
Sept. 20/20 - Dec 31/20	\$ 35,000.00	\$ 119,667.42		Change Order 2 - Amendment to extend to	
				2020/2021	551-821530-0210-2013-0170

Amendment to extend to June 30, 2021					
Jan 1/21 - Jun 30/21	\$ 35,000.00	\$ 210,000.00		Change Order 3 - Amendment to extend to	
				2020/2021	551-821530-0210-2013-0170
Amendment to extend to September 30, 2021				2021/2022	551-821530-0210-2013-0170
Jul 1/21 - Sept 30/21	\$ 35,000.00	\$ 105,000.00			
				Change Order #4 - Amendment to extend t	
Amendment to extend to October 31, 2021				2021/2022	551-821530-0210-2013-0170
Oct 1 - 31/21	\$ 35,000.00	\$ 35,000.00			
				Change Order #5 - Amendment to extend t	
				2021/2022	551-821530-0210-2013-0170
TOTALS		\$ 679,667.42			TOTALS

Building No.: 2013
Lease No.: 5150-01
Commit No.: C00054033
Fiscal Year: 2021/22
Vendor ID: CDNORVISIOND

2019/2020
 20-556512

erating costs.
 ating costs
 s operating costs
ting costs

to October 31, 2021 per Alex

Orig Contract Fiscal Year Amount	Change Order #1	Change Order #2	Change Order #3	Change Order #4	Revised Contract Total
\$ 14,677.42					
\$ 90,322.58					
on					
	\$ 105,000.00				
December 31, 2020					
		\$ 119,677.42			

June 30, 2021					
			\$ 105,000.00		
			\$ 105,000.00		
o September 30, 2021					
				\$ 105,000.00	
o October 31, 2021					
				\$ 35,000.00	
\$ 105,000.00	\$ 105,000.00	\$ 119,677.42	\$ 210,000.00	\$ 140,000.00	\$ 679,677.42

Lease #:



LEASE

High Country Inn

LEASE AGREEMENT

This Lease made between:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of HIGHWAYS AND PUBLIC WORKS

("the Lessee")

AND:

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President

(the "Lessor")

being collectively the parties (the "Parties") to this lease agreement ("Lease").

IN CONSIDERATION for the mutual promises contained in this Agreement, the Parties agree as follows:

1.0 The Lease and Specifications

- .1 The Lessor shall demise and lease to the Lessee the following buildings and lands:

Buildings: 4051 FOURTH AVENUE Y1A 1H1 (HOTEL) AND 4049 FOURTH AVENUE Y1A 1H1 (CONVENTION CENTER)

(the "Building")

Lands: LOT 1, BLOCK F AND LOT 14, BLOCK E

(the "Lands")

(collectively, the "Premises")

- .2 For greater certainty, the Premises includes: all structures, fixtures, building systems, parking lots, driveways, sidewalks, elevators, stairways, improvements, common areas, washrooms, facilities, and appurtenances thereto that have been or will be constructed above or below grade and any leasehold improvements, expansions, reductions, or reconstruction of the Premises that may be made from time to time.
- .3 The Lessor shall ensure that the Premises complies with and is in accordance with the terms of this Lease and Schedule A: Lease Specifications attached to this Lease (the "Specifications").

2.0 Occupancy Date, Term and Extension of the Lease

- .1 The Premises shall be fully ready for occupancy and in accordance with this Lease on **March 19, 2020** ("Occupancy Date").
- .2 The Lease shall **commence on the Occupancy Date and end on June 19, 2020**, unless extended by the Lessee in accordance with section 2.3 (the "Term").
- .3 Prior to the expiry of the Term, the Lessee reserves the right, in its sole and absolute discretion, and upon written notice to the Lessor, to extend the Term of the Lease from month to month up to a total of 3 months on the same terms and conditions as set out under this Lease.
- .4 If the Lessee extends the Lease for a total of 3 months as stated in section 2.3, the Lease may be extended thereafter upon mutual written consent by the Parties on the same terms and conditions as set out under this Lease. The Lessor's written consent to extend the Lease shall not be unreasonably withheld.

3.0 Rent and Operational Expenses

- .1 During the Term or any extension thereof, the Lessee shall pay the Lessor the following amounts in Canadian funds **\$35,000.00 per month** (the "Rent").

- .2 The Parties shall pay for the items, services, costs or expenses as stated and in accordance with Schedule B – Operational Expenses (“Operational Expenses”). No payment for any additional items, services, costs or expenses shall be payable without the prior written consent of both Parties, and such agreement must be duly authorized and signed by both Parties.
- .3 Despite any other term of this Lease, the Lessee’s obligation to pay the Lessor under this Lease is subject to the following:
 - .1 the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), including subsection 24(2) which reads as follows: “It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due”; and
 - .2 the Lessor abiding by the terms and conditions of this Lease.
- .4 The Premises is being leased by the Lessee for a public purpose and is not subject to the Goods and Services Tax or Harmonized Sales Tax (“GST/HST”) under authority number R107442840. The Lessor shall not add or include the GST/HST in any Rent or payments due and payable by the Lessee related to arising from this Lease. The Lessor shall be responsible for applying directly to the Canada Revenue Agency for any Input Tax Credits on any GST or HST paid by it in relation to the Lease.
- .5 Where an amount is payable by the Lessee or the Lessor in respect of a period of time where only part of the period of time falls within the term of the Lease, the amount payable will be prorated.
- .6 The Lessor shall immediately advise the Lessee in writing if the Lessor receives any additional funding, payments, or any other form of contribution, gift, or grant in respect of the Premises and its operations, including any federal funding. Despite any other term under this Lease, if the Lessor receives any additional funding, assistance, or resources (financial or otherwise), then the Lessee may, in its sole and absolute discretion, reduce its obligation to pay Operational Expenses or any other amounts payable by a commensurate amount upon 30 calendar days prior written notice to the Lessor.
- .7 In addition to any other rights or remedies under this Lease or in law, if the Premises is not fully ready for occupancy by the Occupancy Date or becomes unfit for occupancy caused by the fault or breach of the Lessor, then the Lessor shall not be entitled to payment for any Operational Expenses by the Lessee in any way or for any reason during the period where the Premises is not fully ready for occupancy or unfit for occupancy.
- .8 In addition to any rights the Lessee may have under the Lease, in law or in equity, the Lessee may, in its sole and absolute discretion, deduct or set off any liability arising from the Lessor to the Lessee under this Lease or otherwise against any liability arising from the Lessee to the Lessor.

4.0 Overholding of Lease

- .1 In the event that the Lessee remains in possession of the Premises after the end of the Term without the extension or renewal of the Lease, the Lessee shall be solely deemed to be occupying the Premises from month to month, at the Rent stated in this Lease and on the same terms and conditions as set out under this Lease.

5.0 Representations and Warranties

- .1 The Lessor represents and warrants that:
 - .1 it fully owns or has full authority to lease the Premises, and that all factual matters and materials submitted to the Lessee are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith;
 - .2 the Premises is in accordance with the terms of the Lease, including any Specifications on the Occupancy Date;
 - .3 the Premises complies with all health and safety laws, including: the *Occupational Health and*

Safety Act, RSY 2002, c.159; and

- .4 the space/site offered is free of mold, asbestos, contaminates, and dangerous materials, and upon request by the Lessee, the Lessor, shall, in a form and with content acceptable to the Lessee, promptly provide the Lessee with written assurance of such representations or warranties. If mold, asbestos, contaminates, or other dangerous materials are found on the Premises, then the Lessor shall promptly remove the mold, asbestos, contaminates, or other dangerous materials at the Lessor's sole cost, and shall do so in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during such removal.

6.0 Use of the Premises

- .1 On or before the Occupancy Date, a representative from the Department of Health and Social Services on behalf of the Lessee and the Lessor shall inspect the Premises, take photos, and record the condition of the Premises on the date of inspection, which shall be approved in writing by both Parties (the "Condition Report"). Both Parties shall have a copy of the Condition Report.
- .2 Any inspection by the Lessee or use of the Premises by the Lessee at any time, shall not constitute a waiver of any terms under this Lease or waiver of any latent defects related to or arising from the Premises, unless otherwise explicitly stated in writing by the Lessee.
- .3 The Lessee will use the Premises for the purposes stated under the Specifications and this Lease, and shall not use the Premises for any other purpose without the prior written consent of the Lessor, such consent shall not to be unreasonably withheld.
- .4 The Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, shall have quiet enjoyment, use, occupation, and possession of the Premises without interference, hindrance or molestation by the Lessor, its employees, contractors, agents, or any other person claiming through or under the Lessor.
- .5 The Lessor grants to the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, at all times and without interference, hindrance, or molestation during the Term of this Lease, the right of ingress and egress to and from the Premises by the usual entrances, passageways, stairways, and roadways leading to the Premises, including providing the Lessee with a sufficient number of keys, fobs, or other entry devices to enable access and use of the Premises. The Lessor shall ensure that the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents, have the right of access to, and use in common with the other tenants of the Premises, the toilet and washroom facilities in the common areas of the Premises.
- .6 The Lessee shall not do or permit to have done on the Premises anything which shall:
- .1 result in the creation of a nuisance; or
 - .2 cause the rate of insurance on the Premises to be substantially increased, except where the Lessee agrees in writing to pay the amount of such increase.
- .7 The Lessee shall not register any caveat or other encumbrance against the Lessor's title to the Lands without the prior consent of the Lessor, with the exception that the Lessee shall be permitted to register a caveat in respect of this Lease at the Yukon Land Titles Office.
- .8 Subject to the Lessor providing the Lessee with written particulars of its rules and regulations and the Lessee approving of such rules and regulations, such approval shall not be unreasonably withheld. The Lessee, its officers, employees and agents shall observe all reasonable rules and regulations that the Lessor may make for the purposes of safety, cleanliness, comfort and convenience of personnel on the Premises.
- .9 The Lessor shall protect the Lessee's property from damage, theft, or disturbance which may arise from the Lessor's operations or performance of the Lease, including: during any maintenance, cleaning,

alterations or repairs.

- .10 The Lessor, its officers, employees, contractors, and agents shall comply with any smoke free policies established and provided by the Lessee in that portion of the Premises occupied by the Lessee and any entrances, passageways, stairways, outside areas, or other areas used by the Lessee on or around the Premises.

7.0 Maintenance, Repair, and Cleaning

- .1 The Lessor shall be solely responsible for the repair and maintenance of the Premises, and shall keep and maintain the Premises in a safe, tenantable, and good working order and condition, including: the roof; footings; foundation; structural columns and beams; floors and subfloors; doors and entrances; washrooms; windows; walls, both load bearing and non-load bearing; landscaping, driveways, sidewalks, and passageways; elevators and stairways; all utilities, ventilation, mechanical, and electrical systems; and related fixtures and improvements of the Premises. The Lessor shall also maintain the Premises in accordance with the Specifications or any other standards or terms under this Lease.
- .2 The Lessor shall ensure that all lighting in or around the Premises is in accordance with the Specifications. The Lessor will promptly replace all burned out or malfunctioning lighting. For greater certainty, the Lessor shall maintain the lighting on the Premises, whether such lighting fixtures were installed at the cost of the Lessor or the Lessee.
- .3 The Lessor shall promptly, but not later than 24 hours from the date the conditions were first known or ought to have been reasonably known, provide the Lessee with notice and sufficient details of any material defect related to or arising from the Premises, including any defect that poses a risk to health or safety.
- .4 Upon written notice from the Lessee, the Lessor shall, in consultation with the Lessee, promptly or no later than 5 calendar days after such notice, fully and properly repair or remedy any defect or damage related to or arising from the Premises, including: structural defects, water leaks, mold or air quality issues; or any failure in utilities, mechanical, or electrical systems, including: heat, lighting, electricity, water, sewage, or ventilation or air-conditioning systems, unless the complexity or magnitude of the defect or damage is such that repairs or a remedy cannot be provided within such time, in which case, the repairs or remedy shall be provided promptly within a reasonable timeframe as agreed to in writing by the Parties, acting reasonably. Upon request by the Lessee, the Lessor shall promptly provide the Lessee with a well-organized, detailed, and comprehensive schedule, in a form and with content acceptable to the Lessee, for the completion of any repairs or remedy of a defect or damage related to or arising from the Premises.
- .5 The Lessor shall make any repairs or remedy any defects in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during the repair or remedy of the defect or damage.
- .6 The Lessor shall be solely responsible for paying for the cost of repairing or remedying the defect or damage and shall not be entitled to any additional payment for repairing or remedying any defects or damage related to or arising from the Premises, unless such defect or damage was directly caused by the negligence of the Lessee. The Lessor shall, at the Lessor's own cost, be solely responsible for re-inspecting and re-testing the Premises or applicable work, and remove or replace adjacent affected materials and completely restore such materials to their original finish or state.
- .7 If the Lessor, or person for whom the Lessor is responsible, does not repair or remedy a breach, defect, or damage within the timeframe provided under this Lease, the Lessee may exercise one or more of the following rights:
- .1 correct such breach, defect, or damage, or hire another person or contractor to repair or remedy the breach, defect, or damage and deduct the cost thereof from any payment then or thereafter due to the Lessor;

- .2 terminate the Lessor's right or entitlement to be paid for Operational Expenses until the breach, defect, or damage is repaired or remedied;
 - .3 terminate the Lease; or
 - .4 take such other action or remedy as the Lessee deems fit or reasonable in the circumstances or is available under this Lease or by law.
- .8 The Lessor shall be responsible for ensuring the Premises and its staff comply with all codes, standards, regulations, and laws, and shall, at the Lessor's own cost, ensure that all permits, inspections and regulatory approvals are issued, up to date, and complied with related to or arising from the Premises, and make all necessary arrangements to inspect, test, service and maintain all safety, utility, ventilation, mechanical, and electrical systems and equipment to meet all applicable codes, standards, regulations, and laws.
- .9 The Lessor will maintain full records of all inspections, maintenance procedures or tests related to the Premises. Upon request by the Lessee, the Lessor shall make such records available for review, audit, or inspection by the Lessee, and will allow the Lessee to make copies and take extracts therefrom and will furnish to the Lessee any additional information or materials which may reasonably be required from time to time to supplement such records or ensure that all codes, standards, regulations, and laws are being complied with.
- .10 The Lessor shall maintain the landscaping, watering system, and other exterior fixtures and improvements on the Premises in a clean, safe, orderly, and good working condition.
- .11 The Lessor shall maintain and keep the Premises free and clear of all rodents and pests. Upon request by the Lessee, the Lessor, shall promptly, and at its own cost, remove or exterminate all rodents or pests on or about the Premises, and eliminate any point of entry for rodents or pest to enter the Premises.
- .12 The Lessor shall be solely responsible for providing cleaning services to clean the areas used or occupied by the Lessee, including: providing labor and supplies for such cleaning, and shall provide cleaning services in accordance with the terms of this Lease.

8.0 Alterations

- .1 Other than as stated under this Lease, the Lessee will not carry out any substantial alterations on the Premises without the prior written approval of the Lessor, such approval shall not be unreasonably withheld.
- .2 The Lessee may make alterations or improvements to the Premises during its use for the purposes of the Lease.
- .3 Upon 30 calendar days prior written notice to the Lessee, the Lessor may remodel, repair, alter or improve (in whole or in part) the Premises or the systems and equipment therein, and for such purpose may enter into, pass through, work upon and attach temporary structures to the Premises.
- .4 The Lessor shall remodel, repair, alter or improve the Premises in a manner that minimizes the interference with the Lessee's use, enjoyment, and occupancy of the Premises, and shall protect the Lessee's property from damage or theft during the remodel, repair, alteration or improvements.
- .5 The Lessor shall be solely responsible for any construction, renovation, remodel, repair, alteration, or improvement on the Premises, including: the means, methods, techniques, sequences, procedures, and compliance with health and safety standards for the various parts of such work, and performance, supervision, and coordination of such work and all costs thereto.
- .6 For greater certainty, no additional payment or increase in Rent or Operational Expenses will be made by the Lessee for any construction, or renovation, remodel, repair, alteration, or improvement on the Premises, unless otherwise agreed to in writing by the Parties.

9.0 Insurance

- .1 During the Term of this Lease and any extension thereof, the Lessor shall obtain and maintain Commercial General Liability insurance with a limit not less than \$2,000,000.00, that includes coverage for bodily injury, death, property damage, and the perils of fire and explosion. The Lessor shall ensure that the Government of Yukon is specified as an additional insured on the Commercial General Liability insurance policy. The Lessor shall pay all deductibles for such insurance.

10.0 Termination and Default

- .1 The Lessee may give written notice to the Lessor of default under this Lease if the Lessor:
 - .1 is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or fails to make payment to creditors when payment is due;
 - .2 is subject to foreclosure proceedings or has been provided with notice of foreclosure, or a notice of attornment has been issued to the Lessee;
 - .3 breaches a material term of this Lease, including terms or requirements for maintenance or insurance under this Lease;
 - .4 makes a material misrepresentation or breaches a representation or warranty set out in this Lease;
 - .5 the Premises become un-tenantable or functionally unusable by the Lessee; or
 - .6 there is a substantial structural defect or health or safety risk related to or arising from the Premises or the Lessee's use or occupancy of the Premises.
- .2 If a default occurs under section 10.1, then the Lessee may by written notice to the Lessor and without prejudice to any other right or remedy, exercise any or all of the following rights:
 - .1 provide the Lessor with 5 calendar days to remedy the default, or if there is sufficient proof that the nature of such default is that it cannot be corrected within a 5 calendar day period, the Lessor will, within such period, provide the Lessee with a well-organized, detailed, and comprehensive schedule, in a form and with content acceptable to the Lessee, for completing rectification of the default, and correct the default in accordance with that schedule;
 - .2 terminate the Lessor's right or entitlement to be paid for Operational Expenses until the default is remedied;
 - .3 terminate the Lease upon 30 calendar days prior written notice to the Lessor; or
 - .4 take such other action or remedy as the Lessee deems fit or reasonable in the circumstances or is available under this Lease or by law.
- .3 If the Lease is terminated by the Lessee, then the following rights and obligations shall survive and apply:
 - .1 the Lessee shall, within 90 calendar days of the notice of termination or such other reasonable timeframe as agreed to in writing by the Parties, surrender the Premises in accordance with this Lease;
 - .2 the Lessor shall arrange for reasonable protection of the Lessee property on the Premises until the Premises is surrendered, and make no further commitments in relation to the Lease, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Lease, unless otherwise agreed to in writing by the Parties; and
 - .3 the termination of the Lease does not relieve or discharge the Lessor from any other outstanding obligations under this Lease, nor does it relieve the Lessor from any compensation, loss or damage owed to the Lessee arising from the default or termination.

- .4 The Lessor may by giving written notice to the Lessee declare the Lessee in default under this Lease for any of the following:
- .1 the Lessee has failed to pay Operational Expenses to the Lessor within 30 calendar days of the date that any payment becomes due to the Lessor in accordance with the terms of this Lease, except where the Lessee has reasonable grounds to dispute such payment; or
 - .2 the Lessee breaches a material term of this Lease.
- .5 On the occurrence of a default under section 10.4, the Lessor will specify in writing a rectification period of 30 calendar days within which the Lessee may remedy the default. If the Lessee fails to remedy such default within the rectification period or any extension thereof agreed to by the Parties, the Lessor may:
- .1 waive the default;
 - .2 further extend the rectification period; or
 - .3 terminate this Lease upon 30 calendar days prior written notice to the Lessee.

11.0 Surrender of the Premises

- .1 Upon the termination or expiry of this Lease:
- .1 the Lessee or its contractor shall clean the Premises in accordance with Schedule C: Cleaning Specifications, and remove the Lessee's property before a move-out inspection with the Lessor takes place; and
 - .2 the Parties shall promptly schedule an appointment to inspect the Premises, and the Lessee shall surrender the Premises in reasonably like condition as found at the start of the Lease, with the exception of reasonable wear and tear.
- .2 For greater certainty, upon the termination or expiry of this Lease:
- .1 all immovable property, fixtures, and any appliances provided and owned by the Lessor on the Premises shall remain the property of the Lessor, except for the following, which shall remain under the property of the Lessee, unless otherwise agreed to in writing by the Parties:
 - .1 demountable type partitioning;
 - .2 telephone or power pole-poles;
 - .3 any furniture, electronics, or medical equipment that have been affixed to the walls or Premises; and
 - .4 any medical equipment, medical supplies, or other chattels, furniture, property, supplies, appliances, provided or owned by the Lessee found on the Premises shall remain the property of the Lessee.

12.0 Confidentiality and Access to Information and Privacy

- .1 If the Lessee designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Lessor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Lessee; or as required by law provided that the Lessor gives written notice to the Lessee promptly upon becoming aware of such a requirement. The Lessor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
- .2 The Lessor shall ensure that any employees, agents, subcontractors or any third party with whom the Lessor shares or provides access to or possession of the Confidential Materials, shall, in favor of the Lessee, be bound by the same terms or terms no less stringent than the confidentiality terms of this Lease.

- .3 For the purposes of this section, "personal information" has the same meaning as defined under the *Yukon Access to Information and Protection of Privacy Act*, RSY 2002, c. 1 and its regulations (as amended) and "personal health information" has the same meaning as defined in the *Health Information Privacy and Management Act*, SY 2013, c. 16, and its regulations (as amended). The Lessor agrees that:
- .1 any personal information or personal health information provided to the Lessor by the Lessee is under the control of the Lessee, and remains the sole property of the Lessee, and upon request by the Lessee, the Lessor will promptly destroy or return to the Lessee all personal information or personal health information provided by or under the control of the Lessor, without making any copies;
 - .2 the Lessor will not use, disclose or permit to be used or disclosed any personal information or personal health information provided by or under the control of the Lessee or collected by the Lessor in the performance of the Lease or as agent of the Lessee for any purpose other than the performance of the Lease or to comply with the law;
 - .3 the Lessor will ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its employees, agents, subcontractors or any third party with whom the Lessor shares or provides access to or possession of the personal information or personal health information is bound by the same terms or terms no less restrictive than the terms under this Lease, and the Lessor shall, at its own cost, take any action or execute any documents required to give effect to such terms; and
 - .4 the Lessor will notify the Lessee in writing immediately of any breach or suspected breach of this section; and promptly take reasonable steps to mitigate the breach and prevent any further harm from the breach.
- .4 Section 12.0 - Confidentiality and Access to Information and Privacy shall survive the expiry or termination of this Lease.

13.0 Dispute Resolution

- .1 In the case of a dispute, the Parties shall resolve the dispute as follows:
- .1 make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner;
 - .2 if a dispute has not been resolved by negotiation, then the dispute shall be referred to mediation upon either Party providing written notice to the other Party that it wishes the dispute to be resolved by mediation. If the Parties are unable to agree upon the choice of a mediator, either Party may apply to a Yukon court to appoint a mediator;
 - .3 should mediation not resolve the dispute, a Party may refer the unresolved dispute to the courts or, upon mutual agreement by the Parties, to any other form of dispute resolution, including arbitration; and
 - .4 any endeavor to resolve disputes arising out of this Lease by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis and upon rules mutually agreed upon by the Parties.
- .2 The Parties shall equally bear the costs of any dispute resolution process, including mediation or arbitration.

14.0 Conflict of Interest

- .1 The Lessor:

- .1 shall not influence, seek to influence, or otherwise take part in a decision of the Lessee, directly or indirectly, knowing that the decision might further their private or personal interests;
- .2 shall not provide or accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of the Lease, that causes, or would appear to cause, a conflict of interest; and
- .3 shall have no financial or personal interest in the business, interest group, or organization of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Lease, and if such interest is acquired during the Term of the Lease, the Lessor shall promptly declare it to the Lessee and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest. Such conflict of interest will not relieve the Lessor of its obligations under the Lease, including under this section.

15.0 Assignment and Subletting

- .1 The Lessee may, assign the Lease or sublet the Premises (in whole or in part) with the prior written consent of the Lessor, such consent shall not be unreasonably withheld.
- .2 The Lessor will not assign, either directly or indirectly, any term under this Lease or any right or obligation of the Lessor under this Lease, without the prior written consent of the Lessee, such consent shall not be unreasonably withheld. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.

16.0 General

- .1 This Lease, which includes the Specifications, and any other schedules or attachments, constitutes the entire agreement between the Parties in respect of the subject matter of this Lease and supersedes all prior representations, negotiations, communications, and other agreements in respect of it (whether written or oral), unless they are specifically incorporated by reference into this Lease.
- .2 Any change or amendment to the Lease must be made by written agreement that is duly authorized and signed by representatives of both Parties.
- .3 This Lease shall be interpreted according to the following provisions:
 - .1 words importing the singular include the plural and vice versa as the context requires;
 - .2 a schedule, appendix or attachment includes all of the sub-schedules, appendices and other attachments attached to the schedule, appendix or attachment;
 - .3 references to a section, clause, or paragraph of the Lease or any appendix or schedule followed by a number(s) shall be deemed to be a reference to the whole of the section, clause, or paragraph of the Lease or any appendix or schedule, as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix;
 - .4 references in the Lease any applicable laws are considered to be references to the latest published version;
 - .5 each requirement for a thing or action to be in accordance or in compliance with any standard, code or specification or other requirement or stipulation means that such thing or action is to exceed or at least equal that standard, code, specification or other requirement or stipulation;
 - .6 words and abbreviations with well-known technical or trade meanings in the Lease are used in accordance with such recognized meanings;
 - .7 if there is a conflict within the terms in the Lease, the terms establishing the higher quality, manner or method of performing the Lease, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, performance, and service will prevail;

- .8 "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation"; and
- .9 no term of this Lease will be construed against or interpreted to the disadvantage of any Party because the Party is deemed to have drafted the provision.
- .4 The Lessor is an independent contractor, and for greater certainty, nothing in this Lease shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Lessor to perform work under this Lease are at all times the employees or subcontractors of the Lessor and not of the Lessee.
- .5 No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to them under the Lease, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically and explicitly agreed to in writing.
- .6 Each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lease. If any such provision of this Lease is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Lease as nearly as possible to its original intent and effect.
- .7 The Parties shall execute such further documents and give such further assurances as are reasonably required to give effect to this Lease.
- .8 This Lease shall be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- .9 This Lease and the terms therein does not operate as a permit, license, approval or other statutory authority which the Lessor may be required to obtain from the Government of Yukon or any of its agencies in the performance of this Lease. Nothing in this Lease is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make Government of Yukon liable for any exercise of a statutory power or duty. Government of Yukon shall not be liable for any additional cost or expense related to or arising from the exercise of any statutory power or duty or enforcement of laws.
- .10 This Lease will be deemed to have been made in and will be governed, interpreted and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in Yukon.
- .11 Time is of the essence in this Lease.
- 17.0 Notices and Emergency Contact**
- .1 Any written notices referred to or required under this Lease will be addressed to the Parties at the addresses set out below. The delivery of such notice will be by hand, courier, mail or electronic mail. A notice delivered by one Party in accordance with this Lease will be deemed to have been received by the other Party:
- .1 if delivered in person or by courier, on the date of delivery;
- .2 if sent by mail, it shall be deemed to have been received 5 Business Days after the date on which it was mailed;
- .3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of

8:30 am to 5:00 pm if not received on a Business Day or during the hours of 8:30 am to 5:00 pm, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof if there is no indication of failure of receipt communicated to the sender. For the purposes of this Lease, "Business Day" means a day that is not a Saturday, Sunday or statutory holiday in Yukon.

- .2 Contact information for a Party may be changed by written notice to the other Party setting out the new contact information in accordance with this notice provision.

Lessee:	Lessor: Northern Vision Development LP
Manager, Realty and Planning Services	Contact Person: Michael Hale
P.O. Box 20192, Whitehorse YT Y1A 2C6	Address: 209, 212 Main Street, Whitehorse YT
(867) 667-5972	Phone: (867) 668-7886
Email: Marion.morrison@gov.yk.ca	Email: mhale@nvdip.com

- .3 The Lessor shall provide a competent and reliable representative to act as a contact for the Lessee in the case of repairs or emergencies. Upon request by the Lessee, the Lessor shall provide the phone number and email of the representative. If no representative has been provided, the contact person above shall be deemed the representative for the purposes of this provision. The representative shall be available 24 hours a day, 7 days a week for emergencies and other calls. The Lessor may change or provide an additional person to contact in emergencies by providing the contact information of such person to the Lessee in accordance with this notice provision.

18.0 Signing

- .1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Lease, and that each person signing this Lease on behalf of a Party has been properly authorized and empowered to enter into and execute this Lease.
- .2 This Lease may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.

The Parties have executed this Lease by their duly authorized representatives on the Occupancy Date. SIGNED AND DELIVERED in the presence of:

THE LESSOR

Scott Whithead

Print Name

Dir. RCAP

Title

[Signature]

Signature, Certified pursuant to
Section 23 Contracting Authority
and Section 24 Commitment Authority
of the *Financial Administration Act*

April 8, 2020

Date of Signature

THE LESSEE

Michael Hale

Print Name

Chief Operating Officer

Title

[Signature]

Signature

07 APRIL 2020

Date of Signature

SCHEDULE A: LEASE SPECIFICATIONS

1.0 Purpose

- .1 The purpose of this Lease is to establish a Respiratory Assessment Centre and hotel rooms for individuals who are isolating and are unable to self-isolate at home in response to the COVID 19 pandemic. The facility might also be used for additional housing for health care professionals and related personnel.

2.0 Lessor Obligations

- .1 The Lessor will provide and maintain all required personnel and materials to ensure the following services are delivered to the Lessee during the Term of the Lease:
 - .1 front desk services including guest registry using their existing software system and fully cooperating with Health and Social Services staff, specifically Jennifer Potvin to address and accommodate any privacy or confidentiality requirements;
 - .2 security guard on site 24 hours a day from a professional service company to provide personal security to the Buildings;
 - .3 cleaning and disinfecting services in accordance with Schedule C: Cleaning Specifications.
 - .4 food service for 3 meals a day (breakfast, lunch and dinner) at a fixed rate of \$30 per day per person from the Lessor's onsite kitchen. All meals shall be in accordance with Environmental Health Guidelines and any other applicable legislation;
 - .5 telephone services - local calls only and pay per call long distance; and
 - .6 internet services – unlimited bandwidth.

3.0 Lessee Obligations

- .1 Subject to availability and resource constraints, the Lessee will provide all PPE and appropriate training to staff.



Schedule B: Operational Expenses

1.0 Lessee Operational Expenses

- .1 Subject to the terms of this Lease and section 1.2 below, the Lessee shall pay for the following costs or expenses:
 - .1 labor costs for staff/persons (including wages and statutory benefits) as stated in the Specifications, excluding any and all severance costs or expenses;
 - .2 telephone and cable costs that are incurred by the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents;
 - .3 internet costs at a set rate for unlimited internet services;
 - .4 electricity and heating costs;
 - .5 security;
 - .6 Property taxes for the period in which the Lessee occupies the Buildings, except where a tax abatement is provided for the Premises, in which case no property taxes are payable;
 - .7 cleaning supplies and cleaning services for the Premises, including salaries and labour;
 - .8 laundry, including supplies and labour
 - .9 snow and ice removal in all parking areas, pathways, sidewalks, and entrances;
 - .10 garbage and waste collection and removal;
 - .11 Commercial General Liability insurance for the Premises;
 - .12 any other costs or expenses agreed to and authorized by the Parties in writing; and
 - .13 food service to be provided by the Lessor for a fixed price of \$30 per person per day for three meals per day (breakfast, lunch, and dinner), plus labour.
- .2 All payments for the costs and expenses under section 1.1 or any other payments by the Lessee shall be subject to and in accordance with the following terms:
 - .1 amounts payable will be determined based on actual, reasonable, and proper costs, expenses, or work incurred, completed, or when they become due in accordance with the terms of the Lease, and invoices received and approved by the Lessee;
 - .2 the Lessor shall, in a form and with content acceptable to the Lessee, acting reasonably, submit written invoices for all costs, expenses, or work to be paid by the Lessee in accordance with the terms of the Lease. Amounts invoiced on account of eligible costs, expenses, or work shall not exceed the value of the cost, expense, or work incurred or performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing. In the event the Lessee, acting reasonably, disputes an amount invoiced by the Lessor, the Lessee will pay the undisputed portion within the prescribed time. Upon request by the Lessee, the Lessor shall provide a statutory declaration and any supporting information or materials to support the invoice; and
 - .3 the Lessee shall pay the Lessor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Lease. Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if the Lessee fails to make payment to the Lessor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly.

2.0 Lessor Costs and Expenses

- .1 The Lessor shall pay for and be responsible for all other costs or expenses related to or arising from the Premises or its operation and maintenance that are not listed under section 1.0 – Lessee Operational Expenses.



Schedule C: Cleaning Specifications

1.0 Cleaning Requirements

- .1 Cleaning of the Premises will be in accordance with standards or requirements established or approved by Environmental Health.
 - .1 The Department of Health and Social Services will provide all necessary training to employees of the Lessor involved in day to day cleaning of the hotel and the conference centre;
 - .2 The Department of Health and Social Services will provide necessary personal protective equipment to employees of the Lessor involved in day to day cleaning of the hotel and the conference centre.



Schedule D: Labour Specifications

1.0 Labour/Staffing Requirements

- .1 The Lessor will supply required labour to run the hotel, until such time as YG or an official agency (e.g. Chief Medical Officer) determine the staffing requirements can no longer be fulfilled by the Lessor;
- .2 The Lessee will fully reimburse the Lessor for all staffing, which will include, at a minimum:
 - Chef
 - Sous chef
 - Additional kitchen help, as warranted, such as meal runners, dishwashers, etc.
 - Hotel (rooms) manager
 - 24-hour front desk support
 - Manager for all meals and cleaning staff
 - Janitorial and cleaning personal for both hotel and testing centre
 - Maintenance staff, as required
 - And any other staff required as a result of the activities of the Lessee



Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department of **HIGHWAYS AND PUBLIC WORKS** (the “**Lessee**”)

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business Corporations Act, RSY 2002, c. 20 as represented by its President (the “**Lessor**”)

being collectively the parties (the “**Parties**”) to this amending agreement (the “**Amendment**”)

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and attached as Schedule A (the “**Agreement**”).
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete sections 2.2 to 2.4 of the Agreement, and replace with the following:

“.2 The Lease shall commence on the **Occupancy Date** and end on **December 31, 2020** (the “**Term**”)

.3 Upon mutual written consent of both Parties, the Lease may be extended on the same terms and conditions as set out under this Lease. The Lessor’s written consent to extend the Lease shall not be unreasonably withheld.”

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Andrea Finner

Print Name

Acting BCAP Director

Title

[Signature]

Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the *Financial Administration Act*

July 31, 2020

Date of Signature

THE LESSOR

Michael Hale

Print Name

President / Chief Operating Officer

Title

[Signature]

Signature

28 July 2020

Date of Signature

Schedule A

See attached agreement.

Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the Department
of HIGHWAYS AND PUBLIC WORKS (the "Lessee")

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon Business
Corporations Act, RSY 2002, c. 20 as represented by its President (the "Lessor")

being collectively the parties (the "Parties") to this amending agreement (the "Amendment")

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020 and July 31, 2020 and attached as Schedule A (the "Agreement").
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete sections 2.2 to 2.4 of the Agreement, and replace with the following:

.2 The Lease shall commence on the **Occupancy Date** and end on **June 30, 2021** (the "Term")

.3 Upon mutual written consent of both Parties, the Lease may be extended on the same terms and conditions as set out under this Lease. The Lessor's written consent to extend the Lease shall not be unreasonably withheld."

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Richard Gorczyca ALADU
Print Name

THE LESSOR

Michael Hale
Print Name



A/Assistant Deputy Minister

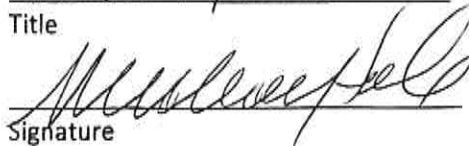
Title

Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the *Financial Administration Act*Nov. 24, 2020

Date of Signature

PRESIDENT/COO

Title



Signature

23 NOV '20

Date of Signature



Schedule A

See attached agreements.



Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the
Department of **HIGHWAYS AND PUBLIC WORKS** (the "Lessee")

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon
Business Corporations Act, RSY 2002, c. 20 as represented by its President (the "Lessor")

being collectively the parties (the "Parties") to this amending agreement (the
"Amendment")

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020, July 31, 2020 and November 24, 2020 and attached as Schedule A (the "Agreement").
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete section 2.2 of the Agreement, and replace with the following:

- .2 The Lease shall commence on the **Occupancy Date and end on September 30th, 2021** (the "Term")

2.2 Delete 1.1 from Schedule B of the Agreement, and replace with the following:

- .1 Subject to the terms of this Lease and section 1.2 below, the Lessee shall pay for the following costs or expenses:
- .1 labor costs for staff/persons (including wages and statutory benefits) as stated in the Specifications, excluding any and all severance costs or expenses;
 - .2 telephone and cable costs that are incurred by the Lessee, its officers, employees, health staff, patients, visitors, clients, invitees, and agents;
 - .3 internet costs at a set rate for unlimited internet services;
 - .4 electricity and heating costs;
 - .5 security;
 - .6 Property taxes for the period in which the Lessee occupies the Buildings, except where a tax abatement is provided for the Premises, in which case no property taxes are payable;
 - .7 cleaning supplies and cleaning services for the Premises, including salaries and labour;
 - .8 laundry, including supplies and labour
 - .9 snow and ice removal in all parking areas, pathways, sidewalks, and entrances;
 - .10 garbage and waste collection and removal;
 - .11 Commercial General Liability insurance for the Premises;
 - .12 any other costs or expenses agreed to and authorized by the Parties in writing; and
 - .13 food service to be provided by the Lessor for a fixed price of \$30 per person per day for three meals per day (breakfast, lunch, and dinner), plus labour;
 - .14 Water and Septic costs.

3.0 **General**

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.

- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE

Nils Clarke
 Print Name

Minister HPW
 Title

[Signature]
 Signature, Certified pursuant to Section 23
 Contracting Authority and Section 24 Commitment
 Authority of the Financial Administration Act

17/6/21
 Date of Signature

THE LESSOR

Michael Hale
 Print Name

President / COO
 Title

[Signature]
 Signature

22 June 2021
 Date of Signature

Schedule A

See attached agreements.

Amendment for High Country Inn Lease – Respiratory Assessment Centre

THIS AMENDING AGREEMENT made at Whitehorse, Yukon

BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member responsible for the
Department of **HIGHWAYS AND PUBLIC WORKS** (the "**Lessee**")

AND

NORTHERN VISION DEVELOPMENT CORP., a corporation duly registered under the Yukon
Business Corporations Act, RSY 2002, c. 20 as represented by its President (the "**Lessor**")

being collectively the parties (the "**Parties**") to this amending agreement (the
"**Amendment**")

WHEREAS:

- A. The Parties have entered into the Lease for High Country Inn effective on March 19, 2020 and lease amendments effective May 1, 2020, July 31, 2020 and November 24, 2020 and attached as Schedule A (the "**Agreement**").
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Amending Agreement, the Parties agree as follows:

1.0 Definitions

- 1.1 Except where the contrary is shown, words or phrases used in the Amendment which are capitalized or defined terms in the Agreement shall have the same meanings as ascribed to them in the Agreement.

2.0 Amendments

- 2.1 Delete section 2.2 of the Agreement, and replace with the following:

- .2 The Lease shall commence on the **Occupancy Date and end on October 31st, 2021** (the "Term")

3.0 General

- 3.1 The Agreement, as amended by this Amendment, and all other amendments to the Agreement, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.
- 3.2 Wherever possible, each term of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Amendment shall be prohibited by or invalid under applicable law, such term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such term or the remaining terms of this Amendment or the Agreement.
- 3.3 This Amendment shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Amendment, express or implied, shall give to any person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment.
- 3.4 This Amendment shall be governed by, and construed and interpreted in accordance with the laws of the Yukon and the laws of Canada applicable therein.
- 3.5 Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Amendment, and that each person signing this Amendment on behalf of the Parties has been properly authorized and empowered to enter into and execute this Amendment.
- 3.6 This Amendment shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates (the "Effective Date").
- 3.7 This Amendment may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Amending Agreement by way of their duly authorized representatives on the Effective Date.

THE LESSEE


Nils Clarke
Print Name

THE LESSOR

Michael Hale
Print Name

Minister
Highways and Public Works

Title



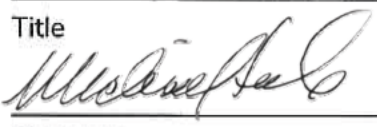
Signature, Certified pursuant to Section 23
Contracting Authority and Section 24 Commitment
Authority of the Financial Administration Act

13/10/21

Date of Signature

Chief Operating Officer

Title



Signature

24 October 2021

Date of Signature

Schedule A

See attached agreements.